

COLLECTIVE AGREEMENT

Between

The Huron University College Faculty Association
(‘HUCFA’)

and

Huron University College Executive Board
(the ‘Employer’)

DURATION: MAY 1, 2019 TO APRIL 30, 2023

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1 PREAMBLE

- 1.1 The Agreement is of four (4) years' duration, May 1, 2019 to April 30, 2023. It includes agreements on workloads and on salaries and benefits, as well as appendices on intellectual property and on academic freedom.
- 1.2 All policies or documents to which reference is made in the Agreement will be included as appendices to the Agreement.
- 1.3 HUCFA and the Employer mutually recognize each other as having the exclusive authority to negotiate and enter into this Agreement and other agreements that may be negotiated from time to time between the employer and the employees of Huron University College who hold an academic appointment. The provisions of this Agreement are the required minimum standards. In cases where the Employer needs to exceed the standards of this Agreement, HUCFA will be advised.
- 1.4 Neither the employer nor HUCFA shall introduce, implement, or enforce any policy that is inconsistent with or violates this Agreement.
- 1.5 The terms 'member' and 'HUCFA member' apply to all members of the bargaining unit covered by this Agreement.

2 GENERAL MATTERS

2.1 Collegial Governance and Management Rights

Collegial Governance

Collegial governance is essential to the Mission of Huron University College, and is a necessary element in the strategy to realize the Vision for Huron University College. The parties acknowledge the existing rights, privileges, and responsibilities of Faculty Members to participate in the governance of Huron University College.

Management Rights

Subject to the provisions of this Agreement, HUCFA acknowledges the right of the Employer to operate and manage the University College and, without restricting the generality of the foregoing, to exercise all the powers, authorities, rights, privileges and obligations conferred on the Employer by the *Huron University College Act, 2000*, as amended.

The Employer agrees that it shall exercise these powers, authorities, rights, privileges and obligations in a manner which is not arbitrary, unreasonable or inconsistent with this Collective Agreement.

2.2 Non-Discrimination

The Employer and HUCFA agree that there shall be no discrimination, interference, restriction, or coercion exercised with respect to any member in regard to any matter including salaries, rank, appointment, promotion, tenure, reappointment, dismissal, sabbatical leave, employee benefits, or any other terms and conditions of employment. This does not apply where such distinction, exclusion, limitation, or protection meets the criteria of a bona fide occupational

requirement, in which case the parties recognize their duty to accommodate.

The Employer and HUCFA recognize their respective responsibilities to provide a workplace free from discrimination. No discrimination, interference, restriction or coercion shall be exercised against, or by a member, in the course of carrying out their responsibilities as outlined in this Agreement, by reason of physical or mental disability, (whether perceived or actual, temporary or permanent, acknowledging the employer's duty to accommodate, and provided that such condition does not interfere with the fulfillment of the member's responsibilities), race, creed, colour, ancestry, citizenship (except for new appointments as provided by law), ethnic or national origin, political or religious affiliation, belief or practice, sex, sexual orientation, gender identity, gender expression, marital status, family status, age, or membership or activity in an academic staff association, place of residence (except where place of residence interferes with the fulfillment of the member's responsibilities).

This Article shall be interpreted in accordance with [Appendix B](#) on Academic Freedom in this Agreement, the *Ontario Human Rights Code*, and the Employer's policy on Harassment, Sexual Harassment, and Discrimination. It is understood that violation of this Article would be subject to grievance procedure.

2.3 Information Disclosure

The Parties agree that openness and transparency are important for collegiality and accountability. Effective collective bargaining and the proper administration of the Collective Agreement can best be realized if both HUCFA and the Employer have access to necessary information. Both parties agree to be circumspect and to use professional discretion in dealing with this information.

Such information includes, but is not limited to providing access to the following:

- a) The approved University's annual budget;
- b) The approved annual audited financial statements;
- c) Non-Confidential Motions of the Executive Board;
- d) The Agendas and minutes of the Academic Council, the FASS Council and the Theology Council;
- e) Such other information as may be set out elsewhere in this Agreement that is required to be given.

2.4 Collective Agreement

All collective agreements are public documents and shall be available from the administration. A searchable and updated version of this Agreement, including any non-confidential Memorandums of Understanding, shall be maintained by the Employer and available to all members of HUCFA.

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

2.5 Member Information

In October of each year the Employer shall provide to HUCFA an electronic list of each member of the bargaining unit which includes the name, department / faculty, rank (if applicable), type of appointment (whether tenured / permanent, tenure track / probationary, limited term or contract), date of appointment, and salary for each member. For per-course contract members, the courses taught / to be taught by the member in the current academic year shall also be included.

2.6 Technology

The Employer is committed to providing tenure-stream and tenured faculty members with an appropriate computer (desktop or laptop). Sessional and Per-Course Contract faculty will also have access to a computer supplied by the administration in their assigned office. The administration recognizes the need to remain current with developments in computer technology. The Employer will provide technical support, including but not limited to the maintaining of provided computing devices and ensuring access to university networks and sites, to allow faculty members to perform their teaching, research and services requirements.

The Employer will create a technology grant fund, starting in 2019-20, to which faculty can apply for further funds to purchase additional hardware, software, and other forms of technology that best suit the members' particular teaching, research, and service needs. (see [Article 12.4](#) of this Agreement).

2.7 Performance Assessment

Claims about unsatisfactory performance must not be arbitrary or baseless. Therefore, the basis on which the judgement is made must be conveyed to the member no later than one month after becoming aware of the performance concern associated with any potential denial of Right of First Refusal or the enactment of some other disciplinary mechanism. Performance concerns should be explained in writing as early as possible to give members an opportunity, where applicable, to improve or correct their performance.

2.8 Use of Student Questionnaires on Courses and Teaching

HUCFA and the Employer agree that any consideration of data from student questionnaires on courses and teaching shall take into account the possibility that they may be biased. Student questionnaires on courses and teaching shall not be the sole basis for denying a member Seniority points for a course already taught, Right of First Refusal, a No-End Contract, or Promotion and Tenure. Other reasonable and credible evidence of unsatisfactory performance must be considered.

2.9 Discipline

A member may be disciplined only for reasonable cause. The Employer shall communicate the grounds for any discipline to the member. Disciplinary action shall not be exercised in a manner which is unreasonable, arbitrary, discriminatory, or in bad faith. Discipline of a member will be commensurate with the seriousness of the violations and based on the principle of progressive discipline, where applicable.

Discipline:

- a) shall comply with the Non-discrimination article;
- b) shall not apply to disability or illness. If the Employer believes the member's behaviour or actions to be unacceptable and subject to discipline, but also believes the behaviour or actions to be the result of medical illness, the Employer and HUCFA agree that the parties shall work together, along with the member and their treating health practitioner, for the purposes of an accommodation for the member. If the Employer finds the evidence provided for a medical disability or illness insufficient, then HUCFA and the Employer shall agree to the member's consultation with an independent health practitioner who is acceptable to all parties. Informed by the health practitioner's report the Employer shall determine whether discipline shall proceed. The Employer will bear the cost for the independent health practitioner consultation.

This article shall be interpreted and construed in accordance with the Employer's Duty to Accommodate under the *Ontario Human Rights Code* as well as other policies and procedures of the Employer.

- c) All discipline must be in accordance with this Agreement and subject to the Grievance and Arbitration Article (see [Articles 15](#) and [16](#) of this Agreement).

2.10 No Strike / No Lockout

- a) HUCFA agrees that there shall be no Strike (partial or full withdrawal of services) during the term of this Agreement.
- b) The Employer agrees that there shall be no Lockout during the term of this Agreement.
- c) Strike and Lockout bear the meanings used in the *Ontario Labour Relations Act, 1995*, S.O. 1995, c.1, Sched. A.
- d) Members have the right to decline to perform the normal duties of striking or locked-out employees of the Employer during a legal Strike by another bargaining unit of employees of the Employer or during any Lock-out of another bargaining unit by the Employer.
- e) Discipline shall not apply to any member who refuses to cross or work behind a picket line established by HUCFA when in a legal strike position.

2.11 Dues Deduction

During the life of this Agreement, the Employer shall deduct each pay period from the salary of each member of the bargaining unit such fees, dues or assessments as may be authorized from time to time by HUCFA. HUCFA agrees to inform the Employer in writing of any proposed change in the level of these dues at least one (1) full month in advance of the month in which the proposed change would be effective. No more than four such changes may be initiated in any fiscal year.

The Employer shall remit the amounts deducted pursuant to the clause above to HUCFA no later than the fifteenth (15th) day of the month after the deductions have been made, and shall inform HUCFA monthly of the names and ranks of employees from whose salaries deductions have been made and the amount so deducted from each employee's salary.

The Employer agrees to record the amount of HUCFA's deductions on each employee's T-4 slip in a manner consistent with Canada Revenue Agency (CRA) rules and regulations.

HUCFA shall indemnify and save the Employer harmless from any claims, demands, suits, judgements, attachments and from any other form of liability as a result of the Employer making any deduction and / or remittance of dues and/or fees on behalf of HUCFA. This indemnification relates to claims or liability arising out of the deduction of dues prior to and following ratification of the first Collective Agreement between the parties.

3 WORKLOAD AND CONDITIONS FOR LIMITED-TERM, PROBATIONARY TENURE-TRACK, AND TENURED FACULTY MEMBERS

- 3.1 The work of a Huron University College faculty member involves the pursuit and dissemination of knowledge, through research, teaching, public lectures, conference communications, publications, and similar activities. The work of a faculty member also involves active participation in academic governance and service to both the institution and the wider profession and community. Such activities are closely inter-related and involve different aspects of a single role.
- 3.2 The workload of a faculty member is distributed among three main areas: teaching, scholarly activity, and service.
- 3.3 Teaching includes, but is not limited to, such activities as: lectures and seminars; course preparation; curriculum development; and grading and other forms of assessment. It may also include such activities as academic counselling of students; the supervision of theses and projects; and work on thesis committees and examination boards.
- 3.4 Scholarly Activity includes, but is not limited to: attendance at and participation in conference events, colloquia and similar forums in which research is formally disseminated; the writing, editing, and adjudication of peer-reviewed academic publications and monographs, including publications in academic fields (both disciplinary and interdisciplinary) represented at Huron University College, and in the Scholarship of Teaching and Learning.
- 3.5 Service includes, but is not limited to: participation in Huron University College faculty and departmental committees; service to community organizations closely allied with the faculty member's area of expertise and/or the mission of Huron University College; service on regional, national, and international committees such as professional associations, research bodies, and scholarship panels; participation in activities designed to help with the recruiting of students; extra-ordinary administrative service not otherwise recognized; service to HUCFA as an office-bearer or as a negotiator of an agreement; and service to the Canadian Association of University Teachers and the Ontario Confederation of University Faculty Associations.
- 3.6 The normal workload is approximately 40% teaching, 40% scholarly activity, and 20% service. The Professor/Director of Field Education and the Huron-Lawson Chair in the Faculty of Theology may have workloads that vary from the norm as specified in the individual employment contracts for these positions.
- 3.7 In the assignment of duties, academic workload shall be distributed fairly and equitably. The factors to be considered when assessing and determining the distribution of workload include, but are not limited to, the following:

- a) the career stage of the member;
- b) the member's area(s) of expertise;
- c) the requirements of the member's ongoing research activities;
- d) the requirements of the member's service or administrative activities;
- e) the member's involvement in offering directed readings courses;
- f) the member's involvement in supervision of student research;
- g) the number of student enrolments in courses assigned to the member;
- h) the level, type, and method of delivery of courses assigned to the member;
- i) the number, methods, and complexity of assessments of student work;
- j) the number of new and distinct preparations required by assigned courses;
- k) the availability of grading and research assistants and other resources;
- l) the number of contact hours required by assigned courses;
- m) other special circumstances such as health or family situations.

3.8 In certain circumstances, ad hoc adjustments of the normal proportions of teaching, scholarly activity, and service may be appropriate; however, such adjustments shall be temporary rather than continuing, and shall be implemented only where the faculty member and the Dean both agree to the arrangement. Where a faculty member has entered into any such agreement to alter her / his workload temporarily, annual performance assessment shall be based on the new workload distribution. The Dean of each faculty will annually maintain a record of individual teaching, scholarly activity, and service loads and will provide HUCFA with access to these records on request. HUCFA will be advised about the terms and basis of such adjustments and will not unreasonably object to such adjustment

4 TEACHING WORKLOAD FOR FULL-TIME, LIMITED TERM, TENURE STREAM FACULTY

4.1 The normal teaching workload of a limited term, tenured or probationary faculty member shall be no more than 2.5 full-course-equivalents (FCEs) per year. Where departments or programs are without sufficient 0.5 ["half"] courses and are unable to arrange a division of teaching in 1.0 ["full"] courses to make an annual teaching workload of 2.5 feasible for a faculty member or members, the Chair (or Coordinator if appropriate) will consult with the Dean and develop a plan whereby the affected member or members will be assigned a cumulative teaching load of 5.0 courses over two years, without incurring additional costs or negative academic impact.

It is agreed that full-time faculty members are deemed available to teach between the hours of 8:30 a.m. and 5:30 p.m., Monday through Friday, from September to April. Notwithstanding, when scheduling courses, the Dean shall ensure that each faculty member is provided with one full day each week free of scheduled teaching.

In the fall of each year, the Faculty of Arts and Social Sciences' Educational Policy Committee (EPC) shall hold a meeting dedicated to timetabling to which the Dean of Theology, the Chair of Graduate Studies in Theology, and the Chair of Undergraduate Programs in Theology shall be invited. At this meeting, the members of the EPC, in conjunction with the aforementioned representatives from Theology, and in agreement with the Dean of FASS, Vice-President Academic, shall discuss and determine the parameters within which courses shall be scheduled.

After consultation with their department members, Department Chairs, Coordinators and Directors shall then draft the preliminary list of courses for their respective departments in collaboration with the office of the Dean. Where there is no Chair, Coordinator or Director, the Dean of the Faculty shall assume this responsibility.

- 4.2 A full-time faculty member may only be assigned a course scheduled past 5:30 p.m. or on the weekend when such an assignment is justified by the nature of the student clientele and only with the agreement of the member. If a full-time member is scheduled to teach in the evening, that member shall not be scheduled to teach within less than 15 hours of the end of that evening class, except by mutual agreement.
- 4.3 Teaching duties will be assigned that are consistent with the member's expertise, following consultation with the member. The member shall not unreasonably refuse such assignments.
- 4.4 The Dean in each Faculty, in consultation with the Chair or Coordinator as appropriate, will work to ensure that the teaching workload of full-time faculty members is distributed equitably. Where thesis supervisions, directed readings, and independent studies courses (or similar models of course delivery) are required in the delivery of Huron University College-based degrees, the Dean and the Chair (or Coordinator if appropriate) will make every effort to ensure an equitable distribution of these duties among faculty members active in the pertinent program, and to ensure that such duties are taken into account as outlined in Articles [3.6](#), [3.7](#), and [11.22\(a\)](#).
- 4.5 The Employer shall provide a 0.5 course release for probationary tenure-track faculty members in each of the first and second years of their probationary tenure-track appointments, to help them in the development of their research programs and publication records. Members beginning tenure-track appointments on July 1st, 2019 shall receive 0.5 releases in the second and third years of their probationary tenure-track appointments.

5 SERVICE FOR FULL-TIME, LIMITED TERM, TENURE STREAM FACULTY

- 5.1 Faculty members in their first year of probationary appointment shall have no community service duties. A member of faculty at the rank of Assistant Professor in the second year of a probationary contract will not be appointed to any ad hoc committees. A faculty member at the rank of Assistant Professor on probationary contract will not serve as Chair of any Huron University College committee or department.
- 5.2 The Parties share an interest in maintaining HUCFA's ability to adequately represent faculty in matters affecting the mutual interest of the employer and the faculty. To this end, the employer acknowledges the right of HUCFA to secure release time for faculty in order to further the work of the Association.

- a) HUCFA shall be eligible for up to 1.5 course releases per year for its Executive and Grievance Officer to be allocated at HUCFA's discretion. In each year of this Agreement, the Employer shall provide 0.75 releases and HUCFA shall be responsible to provide for the remaining course release taken, to a maximum of 0.75 course releases. These releases for both the Employer and HUCFA shall be calculated at the stipend of step 1 of that year's Per-Course Contract rate. The releases must be allocated to faculty members in increments of 0.5 and cannot be deferred to subsequent years, except under exceptional circumstances and with the approval of the Dean. HUCFA shall undertake to inform the Deans of each Faculty by the end of February, if the information is available at that time, but under no circumstances later than May 15th of the prior Academic Year of its intentions for the following academic year respecting both purchase and division of release time.
 - b) In years in which the negotiation of this Agreement occurs, the Employer shall provide a 1.0 course reduction to be allocated to bargaining committee and / or Executive members at the discretion of HUCFA. The releases must be allocated to faculty members in increments of 0.5 and cannot be deferred to subsequent years, except under exceptional circumstances and with the approval of the Dean. HUCFA shall undertake to inform the Deans of each Faculty by the end of February, if the information is available at that time, but under no circumstances later than the May 15th of the prior Academic Year of its intentions for the following academic year respecting both purchase and division of release time.
 - c) HUCFA may purchase up to a total of 1.5 additional courses at the stipend of step 1 of that year's Per-Course Contract rate in a year when this agreement is to be renegotiated to reduce the teaching load of tenured members of faculty appointed to negotiate on behalf of HUCFA. The releases must be allocated to faculty members in increments of 0.5 and cannot be deferred to subsequent years. HUCFA shall undertake to inform the Deans of each faculty by the end of February of the prior Academic Year of its intentions for the following year respecting both purchase and division of releases.
- 5.3 Chairs and Directors of Departments shall receive 1.0 course releases annually. Coordinators of Programs shall receive 0.5 course releases annually. Additionally, in years when Programs are undergoing an external review, the Chair, Director, or Coordinator will receive an additional 0.5 release. In Departments where there is a Chair and a Coordinator, when a Program is being reviewed, the person responsible for the bulk of the work related to the Program review shall receive the additional 0.5 release.
- 5.4 Chairs and Directors shall receive an annual allowance of \$1,400 for expenses related to their duties as Chairs and Directors. Coordinators shall receive an annual allowance of \$585 for expenses related to their duties as Coordinators. Following the first year of the contract, these allowances shall increase by the same percentage as faculty salaries.

6 SCHOLARLY ACTIVITIES WORKLOAD, AND SABBATICAL LEAVES

- 6.1 Faculty members have the freedom and responsibility to determine for themselves an appropriate schedule for scholarly activity subject to [Article 3.6](#) above.
- 6.2 Recognizing that research investigations and the preparation of research results for dissemination often require extended periods of concentrated effort, every effort will be made to provide members of the faculty with adequate opportunity for this.

- 6.3 The Faculty of Arts and Social Science and the Faculty of Theology will each maintain a research committee (as a subcommittee of each faculty). The purpose of each committee shall be to develop strategies to strengthen support for faculty research.
- 6.4 The Employer shall provide an extended period of uninterrupted research time to all eligible full-time faculty members in the form of a Sabbatical Leave. Sabbatical leaves are necessary to provide sufficient uninterrupted time for research and/or professional and creative activities.
- 6.5 Faculty members on Tenure Contract are eligible to apply for a full-year Sabbatical Leave under the terms and conditions noted below if they have completed six years of uninterrupted, full-time appointment on Tenured, Probationary, or Limited-Term appointment at Huron University College. A maximum of three years of full-time service on Limited-Term appointment may be applied toward the six years overall required for eligibility for Sabbatical Leave. Leave years under full-time contract shall not count toward the six required for Sabbatical Leave unless otherwise agreed to in writing by Huron University College. Following first Sabbatical Leave granted by Huron University College, faculty on tenure contract are eligible for Sabbatical Leave of 6 months' duration (1 July to 31 December, or 1 January to 30 June) after three years of uninterrupted, full-time appointment, or to sabbatical leave of 12 months' duration after six years of uninterrupted full-time appointment.
- 6.6 Faculty members choosing a first Sabbatical Leave of 6 months duration will teach 1.5 courses in the academic year of the sabbatical. Faculty members choosing a second 6-month Sabbatical leave will teach 1.0 courses in the academic year of the sabbatical. Further sabbatical leaves will alternate according to the same pattern if the faculty member applies for one or more subsequent six-month leaves.
- 6.7 In cases where a Sabbatical leave has been deferred for one full academic year, the year deferred will count for calculating the eligibility for the next Sabbatical leave for that faculty member.
- 6.8 Consideration for Sabbatical Leaves shall require a clear statement of the research or professional development project(s) being proposed. Applicants shall provide information about their projects(s) under the following headings, as applicable: scope, objectives, scholarly significance, theoretical approach or conceptual framework, research plans and methods, social relevance or practical importance, work already completed, in progress, and to be undertaken, and schedule.
- 6.9 Applications for Sabbatical Leave in the Faculty of Arts and Social Science shall be placed on the agenda of the Committee of Chairs by the Dean on receipt of the applications from Departmental Chairs. Recommendations shall then be made by the Committee of Chairs to the Dean. The Dean, who shall not be bound by the recommendations of the Committee of Chairs, shall in turn recommend to the President. In the event of a disagreement between the Committee of Chairs and the Dean, both recommendations shall be forwarded to the President. In the Faculty of Theology, application shall be made directly to the Dean who shall recommend to the President. The President shall not be bound by these recommendations and shall in turn make recommendation to the Executive Board.
- 6.10 Sabbatical Leave shall be granted on a competitive basis and the criteria applied for the granting of Sabbatical leave and to the ranking of applications shall include, but not be limited to, the items listed below. The satisfaction of all the listed criteria shall not be necessary for the granting of Sabbatical Leave:

- a) The size and importance of the research or professional development project.
 - b) A clear commitment in writing from a granting agency.
 - c) Copies of applications to granting agencies, for projects where external funding is available.
 - d) A clear commitment in writing from a publisher.
 - e) Urgency resulting from the nature and content of the project.
 - f) The fruitfulness of the last Sabbatical Leave taken.
 - g) The scholarly productivity of the applicant (this criterion will be given less weight for applicants newer in the profession).
 - h) Number of years since last sabbatical leave.
 - i) The effect of the Sabbatical leave on the department and its programmatic plans.
- 6.11 In the first sabbatical leave taken on a tenure contract, 100% of salary will be payable. On subsequent sabbatical leaves of a full year, 90% of salary will be payable. Faculty members may apply for a 6-month sabbatical leave after 6 years at the rank of Assistant Professor on a probationary contract, and after 3 years on a tenured contract. Compensation on a 6-month sabbatical leave shall be at 100% of salary.
- 6.12 A faculty member on Sabbatical Leave may accept a fellowship, honorary visiting professorship, part-time teaching appointment, employment as consultant, or the like, provided that the duties associated with such a fellowship, appointment, or employment will not jeopardize the scholarly activities for which she or he has been granted Sabbatical Leave. It is expected that total remuneration, from such professional activities including sabbatical salary, will not exceed 125% of normal salary exclusive of moving and research expenses. Earnings above 125% will be deducted from the Sabbaticant's salary. The sabbaticant must report to his or her Dean the award of any fellowship and the acceptance of any appointment or employment for which remuneration is contracted.
- 6.13 Years of Sabbatical Leave shall count for residence requirements for eligibility for promotion.
- 6.14 A faculty member granted Sabbatical Leave must return to Huron for at least one year of full-time employment prior to retirement. The faculty member may make a request to the Dean, who shall consult with the President, that this requirement be waived. The request may be granted or denied at the discretion of the Dean.

7 REDUCED TEACHING FOR TENURED FACULTY

- 7.1 Full-time tenured faculty members may apply for a reduced teaching load. Approval can only be granted by the Executive Board, and only then following the recommendation of the faculty member's Department Chair, Faculty Dean and President of Huron University College.
- 7.2 An application for a reduced teaching load must be submitted to the faculty member's Dean by January 1st, 8 months prior to the start of the academic year in which the reduced teaching load will be in effect.

- 7.3 The maximum allowable reduced teaching in any one year is the equivalent of 1.5 courses. Faculty members can choose to request a reduced teaching load for periods of one year, two years, or three years.
- 7.4 During the reduced teaching load period the faculty member is expected to fulfill all other responsibilities and expectations in the areas of research and teaching.
- 7.5 The faculty member's salary during the reduced teaching load period will be reduced by an amount corresponding to step 3 of that year's Per-Course Contract rate for each 1.0 courses of reduced teaching and half that amount for a 0.5 course reduction.

8 WORKLOAD AND CONDITIONS FOR PROGRAM SESSIONAL AND PER-COURSE CONTRACT APPOINTEES

- 8.1 Seniority shall be accrued on an institution-wide basis. A Program Sessional or Per- Course Contract appointee shall begin accruing seniority from the date of hire.
- 8.2 Seniority shall be calculated in the following manner: for each half-course taught, the member shall receive 0.5 seniority points; for each full course taught, the member shall receive 1.0 seniority points. It shall be the responsibility of the Employer to record and track members' accumulated points.
- 8.3 Seniority is retained for a period of three years following the termination of the last contract, after which seniority expires.
- 8.4 The Employer shall maintain a seniority list, beginning with the 2014-15 academic year, which includes each member's acquired seniority points and each member's current rank at Huron University College. The Employer shall update this list at the end of each academic term, and at the end of May each year shall post this updated seniority list and send a copy to the HUCFA Executive. The list shall also be made available to HUCFA upon request.

If there is a discrepancy, the faculty member or HUCFA shall notify the employer by June 30th each year, otherwise the list shall be deemed approved.

- 8.5 The following are responsibilities that are not included among the regular contractual duties of Per-Course contract and Program Sessional members, but which the institution may offer the following incentives for the aforementioned members to perform.

Duty	Amount	Notes
Attends 1 Recruitment Function	\$130	
Serves as a Senior Editor for <i>Liberated Arts</i>	\$500	
Mentors 1 CURL Student	\$200 - \$450	The exact rate of remuneration shall be agreed upon by the member and the Dean in conversation with the Department Chair or Program Coordinator and shall fairly reflect the member's labour and time.
Organizes 1 experiential learning experience	\$200 - \$500	
Serves on 1 Huron Committee	\$200 - \$400	

Final approval for the Per-Course contract or Program Sessional member's fulfilment of these duties in exchange for the monetary incentives noted above, rests with the Dean of the applicable faculty, or, in the case of the editorship of Liberated Arts, with the Vice-President, Academic.

There may be other forms of service for which it is appropriate for the Dean of the Faculty, after consultation with the Chair of the Department/Centre in which the Per-Course Contract Faculty or Program Sessional Member has been contracted to teach, to offer the member a stipend of the kind detailed above to perform.

Completion of any of the above-mentioned duties is entirely voluntary and cannot be required of Per-Course Contract or Program Sessional appointees or members.

8.6 Right of First Refusal

In accordance with contracted work under [Article 9](#) for Program Sessional Appointees and [Article 10](#) for Per-Course Contract Appointees, the member earns the Right of First Refusal for any course contract for which the member is qualified by virtue of having already taught the course successfully twice before. Right of First Refusal is earned unless the Chair of the relevant department and the Dean of the relevant faculty agree that prior performance on that particular course contract has been unsatisfactory and have communicated this in writing to the member. The member will maintain the Right of First Refusal for the period of time in which the member has seniority points as per [Article 8.3](#).

To exercise Right of First Refusal for the upcoming academic year, by March 1st for Summer, Fall, Winter, and Intersession term courses, members must express in writing to the Chair / Director / Coordinator of the Department or Program in which the course or courses are housed, with a copy sent to the Director of Human Resources, their intent to exercise their Right of First Refusal. By February 5th, the Employer will send an email message to all faculty reminding them that it is their responsibility to indicate in writing that they are planning to exercise their Right of First Refusal to those courses available in the coming academic year.

8.7 If more than one member exercises their Right of First Refusal to a course contract (for a Program Sessional or a Per-Course Contract position), the Dean in consultation with the Chair, where appropriate, will offer the contract to the candidate with the greater seniority. In cases where the candidates have equal seniority, the Dean in consultation with the Chair will take into account the candidates' academic qualifications as well as the Employers principles of equity and diversity.

8.8 In cases where the course will be taught by a tenure-track or tenured member of the department or faculty, Right of First Refusal cannot be exercised. In cases where the course is included in any Program Sessional contract, it shall be considered not to be available as a Per-Course Contract, and so Right of First Refusal cannot be exercised.

9 PROGRAM SESSIONAL APPOINTMENTS

9.1 A Program Sessional appointment is a three-year appointment made in cases where the teaching and program development needs in a program are deemed by the Dean, in consultation with the Chair or Coordinator, or in the case where there is no Chair or Coordinator, in consultation with the faculty members active in the department, to warrant

additional human resources in this form rather than a Per-Course Contract or Probationary appointment.

In exceptional circumstances, where an ongoing program need is not evident, as determined by the Dean, in consultation with the Chair or Coordinator, or in the case where there is no Chair or Coordinator, in consultation with the faculty members active in the department, the Employer may, in consultation with HUCFA, appoint a one-year Program Sessional for up to three consecutive one-year appointments. If ongoing program need should become evident, a Program Sessional appointment will be created. Each one-year Program Sessional appointment would count towards the requirements of a 3-3-No end contract as per [Article 9.4](#).

For example, in such cases, if a faculty member has served two, one-year Program Sessional appointments consecutively, these would count as the first two years of a three-year Program Sessional appointment, which in turn would count towards a 3-3-No end contract.

9.2 Offers of contracts for Program Sessional appointments will be expressed in writing in a standard letter. A copy of the standard letter template will be provided to HUCFA as will any updated versions of the standard letter template.

9.3 Duties of Program Sessional appointees include the teaching of 3.0 courses during the months of September to April and assistance in relevant curriculum development at the invitation of the Dean and the Chair or Coordinator. Should Program Sessional appointees engage in research or service duties on their own volition, these activities may be counted towards future promotion and tenure considerations should the member subsequently obtain a Tenure Track position at Huron University College.

9.4 3-3-No End Contract

A Program Sessional appointee will be appointed under the 3-3-No End contract model, except as outlined in [Article 9.1](#). This means that the member will be appointed for one three-year term under the first contract, renewable for another three-year term contract on recommendation by the Chair, or Coordinator and on confirmation by the Dean of ongoing program need.

Program Sessional appointees who have held two 3-year contracts will be appointed for a third contract for no less than 3 years and without an ending date. This No-End contract will continue provided there is ongoing program need and satisfactory performance by the member, as recommended by the Chair or Coordinator, and as confirmed by the Dean.

Review of the 3-3-No End Contract in relation to ongoing program need will occur every three years. No-End Contracts can only be terminated when lack of ongoing program need or unsatisfactory performance has been established in a letter that has been sent to the member and the HUCFA Executive. Any member who began a Program Sessional appointment in any of the years 2012-2015 can count this contract as the first of the two three-year contracts required for this progression.

9.5 Program Sessional appointment will be at a rank of Lecturer or Assistant Professor. A Program Sessional appointee appointed at the rank of Lecturer will progress to Assistant Professor on presentation of evidence of completion of their PhD.

9.6 A maximum of three years spent at Huron University College on Program Sessional Appointments may be counted for later use in satisfying residence requirements respecting

full-time, limited-term, or probationary appointment, promotion, salary, or sabbatical leave.

- 9.7 In cases where a Program Sessional appointment, except for a one-year Program Sessional appointment, is not going to be renewed or continued due to a lack of ongoing program need, the faculty member must be informed, in writing, of the reasons of the decision not to renew prior to the end of the appointment. The faculty member will be informed as soon as possible, but no later than November 30th.
- 9.8 As outlined in [Articles 9.1](#) – 9.7 of this Agreement, the responsibilities of a Program Sessional Appointee include teaching courses in successive academic sessions (September through April), as assigned by the Department/Centre Chair or Faculty Dean; being available outside of regular class times to meet with students on an advertised basis; providing final grades for all students; responding to appeals, should any be filed either during or after completion of the course; and at the invitation of the Chair/Coordinator/Dean, a Program Sessional Appointee may be expected to participate in curriculum development.

Accordingly, throughout the duration of a Program Sessional contract and including through the months of May, June, July and August, the Employer will provide Program Sessional Appointees with uninterrupted institutional support via continual access to reasonable office space, an institutional email account, access to technological and library services, and access to staff parking.

10 PER-COURSE CONTRACT ACADEMIC STAFF

- 10.1 A Per-Course Contract appointment is a contract made only in cases where, in a given year, aggregations of 0.5 to 3.0 courses are assigned to a single faculty member to fill short-term programmatic needs as determined by the Chair or Coordinator and approved by the Dean. A Per-Course Contract appointment will be at the rank of Lecturer or Assistant Professor. A Per-Course Contract appointee appointed at the rank of Lecturer will progress to Assistant Professor on presentation of evidence of completion of their PhD.
- 10.2 Duties of Per-Course Contract Academic appointees are limited to the teaching of the 0.5–3.0 contracted courses.
- 10.3 Offers of contracts for Per-Course appointments will be expressed in writing in a standard letter. A copy of the standard letter template will be provided to HUCFA as will any updated versions of the standard letter template.
- 10.4 Any Per-Course Academic Contract requiring a faculty member to teach a constellation of 3.0 courses or more for the same program, may be renewed at most once consecutively. If such a contract is required for a third consecutive year, a one-year Program Sessional appointment, shall be created in its place subject to the conditions set forward in [Article 9.1](#) of this agreement. This one-year Program Sessional appointment would satisfy one of the three year terms required towards a 3-3-No end contract as per [Article 9.4](#).
- 10.5 As outlined in [Articles 10.1](#) – 10.4 of this Agreement, the responsibilities of a Per-Course Contract Appointee includes being available outside of regular class times to meet with students on an advertised basis; providing final grades for all students; and responding to appeals, should any be filed either during or after completion of the course. Per-Course Contract Appointees also must conduct advance preparation for teaching courses. Accordingly, throughout the duration of their contract, the employer will provide Per-Course

Contract Appointees with institutional support via continual access to reasonable office space, an institutional email account, access to technological and library services, and access to staff parking. Per-Course Contracts for the Fall term will begin on August 15th and end December 31st. Per-Course Contracts for the Winter term will begin on January 1st and end on May 15th.

10.6 In the case of a Per-Course Contract Appointee who holds repeated contracts from year to year but who still does not meet the definition of a Program Sessional Appointee, and at the request of the Department/Centre Chair, Coordinator, and as approved by the Dean, the Employer will endeavor to provide the Per-Course Contract appointee with continued institutional support as outlined above in [Article 10.5](#) through the months of May, June, July and August.

11 SALARIES FOR ASSISTANT, ASSOCIATE AND FULL PROFESSORS; PROGRAM SESSIONAL APPOINTEES, AND PER-COURSE CONTRACT APPOINTEES

11.1 The Agreement between HUCFA and the Employer is in effect from May 1, 2019 to April 30, 2023.

11.2 It is agreed that the desired goal for faculty salaries, depending on financial feasibility, is that Huron University College teaching staff will be paid at levels paid to equivalent ranks of similar experience and accomplishment in comparable Faculties and Departments of Ontario Universities.

11.3 Salaries for Assistant, Associate, and Full Professors

In the awarding of salary increases it is reasonable for Huron University College to expect faculty members, who are in the rank of Assistant, Associate, or Full Professor, to be scrupulous in the performance of their duties as instructors, student counsellors, and to be active as scholars contributing to their disciplines through research and publication and / or through advancements in pedagogy (see [Article 13.5](#)).

The salary grid is defined over steps 1 through 8 at the Assistant Professor rank and steps 1 through 23 for the Associate and Full Professor ranks: the ceiling of the Associate Professor rank is step 17, and that of the Full Professor rank is step 23.

Salary increases for the period May 1, 2019 to April 30, 2023 are as follows:

a) Year 1: May 1, 2019 to April 30, 2020. All eligible members of faculty move one step on the salary grid. A scale factor of 1.5% will be applied to the dollar values of the existing (2018–2019) grid.

Year 1: May 1, 2019 to April 30, 2020			
	Assistant	Associate	Full
Floor	\$79,643	\$99,327	\$99,327
Ceiling	\$99,327	\$144,319	\$161,191
Step Value	\$2,812	\$2,812	\$2,812

- b) Year 2: May 1, 2020 to April 30, 2021. All eligible members of faculty move one step on the salary grid. A scale factor of 2.5% will be applied to the dollar values of the existing (2019-2020) grid.

Year 2: May 1, 2020 to April 30, 2021			
	Assistant	Associate	Full
Floor	\$81,634	\$101,808	\$101,808
Ceiling	\$101,808	\$147,920	\$165,212
Step Value	\$2,882	\$2,882	\$2,882

- c) Year 3: May 1, 2021 to April 30, 2022. All eligible members of faculty move one step on the salary grid. A scale factor of 2.0% will be applied to the dollar values of the existing (2020-2021) grid.

Year 3: May 1, 2021 to April 30, 2022			
	Assistant	Associate	Full
Floor	\$83,267	\$103,847	\$103,847
Ceiling	\$103,847	\$150,887	\$168,527
Step Value	\$2,940	\$2,940	\$2,940

- d) Year 4: May 1, 2022 to April 30, 2023. All eligible members of faculty move one step on the salary grid. A scale factor of 2.0% will be applied to the dollar values of the existing (2021-2022) grid.

Year 4: May 1, 2022 to April 30, 2023			
	Assistant	Associate	Full
Floor	\$84,932	\$105,925	\$105,925
Ceiling	\$105,925	\$153,909	\$171,903
Step Value	\$2,999	\$2,999	\$2,999

Salary at the Associate Professor rank is capped at grid step 17 in each of the respective years of this agreement.

Salary at the Full Professor rank is capped at grid step 23 in each of the respective years of this agreement.

- 11.4 The procedure for determining individual salaries during the term of this agreement is set out in [Article 13](#) below.
- 11.5 Each grid step corresponds to one year. Meeting the condition stipulated in [Article 11.3](#), a faculty member advances (progresses) one grid step per year while employed at Huron University College and receives the corresponding grid salary for that step and rank until the cap is reached. Thereafter, the faculty member remains at the cap step and receives only the annual scale increase to salary, unless he / she is promoted to a higher rank. No decision may contradict the stipulations made in [Articles 11.8](#) – 11.12.
- 11.6 Promotion to Full Professor is recognized by awarding one additional step increment.

11.7 All full-time faculty members of HUCFA are placed on the grid. All full-time faculty members on the grid are subject to the caps previously described.

11.8 Faculty salaries for full-time faculty members on the grid during the term of this agreement will be based on the salary grid shown below:

Full-Time Faculty Salary Grid 2019-2023								
	2019/20		2020/21		2021/22		2022/23	
Step	Assistant	Associate/Full	Assistant	Associate/Full	Assistant	Associate/Full	Assistant	Associate/Full
1	\$79,643	\$99,327	\$81,634	\$101,808	\$83,267	\$103,847	\$84,932	\$105,925
2	\$82,455	\$102,139	\$84,516	\$104,690	\$86,207	\$106,787	\$87,931	\$108,924
3	\$85,267	\$104,951	\$87,398	\$107,572	\$89,147	\$109,727	\$90,930	\$111,923
4	\$88,079	\$107,763	\$90,280	\$110,454	\$92,087	\$112,667	\$93,929	\$114,922
5	\$90,891	\$110,575	\$93,162	\$113,336	\$95,027	\$115,607	\$96,928	\$117,921
6	\$93,703	\$113,387	\$96,044	\$116,218	\$97,967	\$118,547	\$99,927	\$120,920
7	\$96,515	\$116,199	\$98,926	\$119,100	\$100,907	\$121,487	\$102,926	\$123,919
8	\$99,327	\$119,011	\$101,808	\$121,982	\$103,847	\$124,427	\$105,925	\$126,918
9		\$121,823		\$124,864		\$127,367		\$129,917
10		\$124,635		\$127,746		\$130,307		\$132,916
11		\$127,447		\$130,628		\$133,247		\$135,915
12		\$130,259		\$133,510		\$136,187		\$138,914
13		\$133,071		\$136,392		\$139,127		\$141,913
14		\$135,883		\$139,274		\$142,067		\$144,912
15		\$138,695		\$142,156		\$145,007		\$147,911
16		\$141,507		\$145,038		\$147,947		\$150,910
17		\$144,319		\$147,920		\$150,887		\$153,909
18		\$147,131		\$150,802		\$153,827		\$156,908
19		\$149,943		\$153,684		\$156,767		\$159,907
20		\$152,755		\$156,566		\$159,707		\$162,906
21		\$155,567		\$159,448		\$162,647		\$165,905
22		\$158,379		\$162,330		\$165,587		\$168,904
23		\$161,191		\$165,212		\$168,527		\$171,903
	Step Value \$2,812		Step Value \$2,882		Step Value \$ 2,940		Step Value \$2,999	

11.9 Individuals who have not reached the cap for their rank will progress one grid step at the end of each year of the agreement, except where a faculty member's performance in one or more of teaching and student counselling, community service, and scholarship/instructional development falls below the minimum acceptable standard¹

11.10 Where a faculty member's performance in the area of teaching and student counselling falls below the minimum acceptable standard, the faculty member will be disqualified from receiving one-half of any applicable grid step increment.

¹ The minimum acceptable standards for teaching and student counselling, community service, and scholarship/instructional development are set out in the HUC/HUCFA Standards Document ([APPENDIX C](#)).

11.11 Where a faculty member's overall performance falls below the minimum acceptable standard in the combined areas of teaching and student counselling, community service, and scholarship / instructional development, the faculty member will be disqualified from receiving one-half of any applicable grid step increment². Above average performance in one area³ may offset a below- minimum standard of performance in another, excepting that of teaching and student counselling, where below-minimum standards of performance will disqualify faculty members of one-quarter of their grid step increment.

11.12 The forfeiture of a full or partial step increment does not affect the cap. A faculty member who has been denied a step increment (or partial step increment) will take more years to reach the cap.

11.13 Salaries for Program Sessional Appointees

The salary grid for Program Sessional appointees is defined over steps 1 through 16.

Salary increases for the period August 1, 2019 to April 30, 2023 are as follows:

- a) Year 1: August 1, 2019 to April 30, 2020. All eligible sessional appointees move one step on the salary grid. A scale factor of 1.5% will be applied to the dollar values of the existing (2018–2019) grid and then a one-time increase of \$5,000 will be added to the floor salary.

Year 1: August 1, 2019 to April 30, 2020	
Program Sessional	
Floor	\$47,750
Ceiling	\$61,895
Step Value	\$943

- b) Year 2: August 1, 2020 to April 30, 2021. All eligible Program Sessional appointees move one step on the salary grid. A scale factor of 2.5% will be applied to the dollar values of the existing (2019-2020) grid.

Year 2: August 1, 2020 to April 30, 2021	
Program Sessional	
Floor	\$48,944
Ceiling	\$63,449
Step Value	\$967

² Same as footnote 1 on page 19.

³ Above average performance standards in each of the areas of teaching and student counselling, community service, and scholarship/instruction development are set out in the HUC/HUCFA Standards Document ([APPENDIX C](#)).

- c) Year 3: August 1, 2021 to April 30, 2022. All eligible Program Sessional appointees move one step on the salary grid. A scale factor of 2.0% will be applied to the dollar values of the existing (2020-2021) grid.

Year 3: August 1, 2021 to April 30, 2022	
Program Sessional	
Floor	\$49,923
Ceiling	\$64,713
Step Value	\$986

- d) Year 4: August 1, 2022 to April 30, 2023. All eligible Program Sessional appointees move one step on the salary grid. A scale factor of 2.0% will be applied to the dollar values of the existing (2021-2022) grid.

Year 4: August 1, 2022 to April 30, 2023	
Program Sessional	
Floor	\$50,921
Ceiling	\$66,011
Step Value	\$1,006

11.14 First-time Program Sessional appointments will typically be placed on the Program Sessional grid according to the following guidelines:

Teaching Experience	Degree	Grid Placement
Less than 3.0 full-course equivalent teaching experience	No Ph.D	Step 1
3.0 – 8.5 full-course equivalent teaching experience	No Ph.D	Step 2
9.0 – 11.5 full-course equivalent teaching experience or more	No Ph.D	Step 3
First-time teaching	Ph.D	Step 4
3.0 – 8.5 full-course equivalent teaching experience	Ph.D	Step 5
9.0 – 11.5 full-course equivalent teaching experience or more	Ph.D	Step 6
In cases of 12.0 or more full-course equivalent teaching experience	With or without Ph.D	Placement on the grid will be negotiated between the employer and the appointee, but shall not be less than Step 6.

11.15 Faculty salaries for Program Sessional faculty members on the grid during the term of this agreement will be based on the salary grid shown below:

Program Sessional Appointee Salary Grid 2019-2023				
	2019/20	2020/21	2021/22	2022/23
Step				
1	\$47,750	\$48,944	\$49,923	\$50,921
2	\$48,693	\$49,911	\$50,909	\$51,927
3	\$49,636	\$50,878	\$51,895	\$52,933
4	\$50,579	\$51,845	\$52,881	\$53,939
5	\$51,522	\$52,812	\$53,867	\$54,945
6	\$52,465	\$53,779	\$54,853	\$55,951
7	\$53,408	\$54,746	\$55,839	\$56,957
8	\$54,351	\$55,713	\$56,825	\$57,963
9	\$55,294	\$56,680	\$57,811	\$58,969
10	\$56,237	\$57,647	\$58,797	\$59,975
11	\$57,180	\$58,614	\$59,783	\$60,981
12	\$58,123	\$59,581	\$60,769	\$61,987
13	\$59,066	\$60,548	\$61,755	\$62,993
14	\$60,009	\$61,515	\$62,741	\$63,999
15	\$60,952	\$62,482	\$63,727	\$65,005
16	\$61,895	\$63,449	\$64,713	\$66,011
STEP	\$943	\$967	\$986	\$1,006

11.16 Salaries Per-Course Contract Members

The salary grid for Per-Course Contract members is defined over steps 1 through 5, as defined in [Article 11.18](#).

The Per-Course Contract salary grid is defined at the value of 1.0 FCE; the actual salary is calculated according to the total number of courses taught during the period of the contract.

The Per-Course Contract teaching staff advances one step in the salary grid only when the conditions stipulated in [Article 11.18](#) are met; automatic annual advancement of the grid step is not available.

Salary increases for the period August 15, 2019 to April 30, 2023 are as follows:

- a) Year 1: August 15, 2019 to May 15, 2020. A scale factor of 1.5% will be applied to the dollar values in the existing (2018–2019) grid and then an increase of \$250 will be added to the floor salary.

Year 1: August 15, 2019 to May 15, 2020	
Per-Course Contract	
Floor	\$14,350
Ceiling	\$16,230
Step Value	\$470

- b) Year 2: August 15, 2020 to May 15, 2021. A scale factor of 2.5% will be applied to the dollar values in the existing (2019-2020) grid and then an increase of \$250 will be added to the floor salary.

Year 2: August 15, 2020 to May 15, 2021	
Per-Course Contract	
Floor	\$14,959
Ceiling	\$16,887
Step Value	\$482

- c) Year 3: August 15, 2021 to May 15, 2022. A scale factor of 2.0% will be applied to the dollar values in the existing (2020-2021) grid and then an increase of \$250 will be added to the floor salary.

Year 3: August 15, 2021 to May 15, 2022	
Per-Course Contract	
Floor	\$15,508
Ceiling	\$17,476
Step Value	\$492

- d) Year 4: August 15, 2022 to April 30, 2023. A scale factor of 2.0% will be applied to the dollar values in the existing (2021-2022) grid. 2021-2022 year.

Year 4: August 15, 2022 to April 30, 2023	
Per-Course Contract	
Floor	\$15,818
Ceiling	\$17,826
Step Value	\$502

11.17 First-time Per-Course Contract appointments will typically be placed on the Per-Course Contract grid according to the following guidelines:

Teaching Experience	Degree	Grid Placement
Less than 3.0 full-course equivalent teaching experience	No Ph.D	Step 1
3.0 – 8.5 full-course equivalent teaching experience	No Ph.D	Step 2
9.0 full-course equivalent teaching experience or more	No Ph.D	Step 3
Ab.D or Ph.D with less than 3.0 full course equivalent teaching experience	Ph.D	Step 3
3.0 – 8.5 full-course equivalent teaching experience	Ph.D	Step 4
9.0 full-course equivalent teaching experience or more	Ph.D	Step 5

11.18 Faculty salaries for Per-Course faculty members on the grid during the term of this agreement will be based on the salary grid shown below:

Per-Course Contract Appointee Salary Grid 2019-2023				
	2019/20	2020/21	2021/22	2022/23
Step	Per 1.0 Course	Per 1.0 Course	Per 1.0 Course	Per 1.0 Course
1	\$14,350	\$14,959	\$15,508	\$15,818
2	\$14,820	\$15,441	\$16,000	\$16,320
3	\$15,290	\$15,923	\$16,492	\$16,822
4	\$15,760	\$16,405	\$16,984	\$17,324
5	\$16,230	\$16,887	\$17,476	\$17,826
STEP	\$470	\$482	\$492	\$502

11.19 Faculty Allowance for Assistant, Associate and Full Professors

An annual allowance as per the table below will be available to limited term, probationary, and tenured faculty to offset costs of materials, equipment or pedagogical or research-related expenses incurred in the fulfillment of the member's program responsibilities.

2019/20: \$2,352
 2020/21: \$2,411
 2021/22: \$2,459
 2022/23: \$2,509

11.20 Faculty Allowances for Program Sessional Appointees

An annual allowance, as per the table below, shall be available to Program Sessional Contract members, to offset costs of materials, equipment or pedagogical or research-related expenses incurred in the fulfillment of the member's program responsibilities.

2019/20: \$1,600
 2020/21: \$1,640
 2021/22: \$1,673
 2022/23: \$1,705

11.21 Faculty Allowances for Per Course Contract Appointees

An annual allowance, as per the table below, shall be available to Per-Course Contract members, to offset costs of materials, equipment or pedagogical or research-related expenses incurred in the fulfillment of the member's program responsibilities. This allowance will be prorated based on the number of FCEs that the Per-Course Contract member has been contracted to teach. 3.0 FCE course shall represent 100% of the faculty allowance available, and the amount shall be prorated from there.

2019/20: \$1,600
 2020/21: \$1,640
 2021/22: \$1,673
 2022/23: \$1,705

If a Per-Course Contract member has 2.0 or more seniority points and is under contract in a

given academic year (July 1 to June 30), they shall be guaranteed an annual faculty allowance that year of no less than \$1,000. If the member's pro-rated allowance exceeds the \$1,000 guarantee, they shall receive the prorated allowance.

11.22 Overload Stipends

The following establishes the compensation framework for forms of academic labour that are considered beyond the regular duties of HUCFA members. Faculty members have the right to refuse any duties outlined below. All duties and stipends must be approved by the Dean or designate.

- a) Applying principles of fairness and equity, where individuals are asked, based on the Program needs, to take on reading courses, the individual shall be compensated with a stipend of \$1,500 per 0.5 course.
- b) Where members of HUCFA, Assistant Professor or above, are asked to teach more than the normal teaching load as defined in [Article 4.1](#) and [Article 9.3](#) during the September-April academic year they shall be paid an overload stipend of step 1 of that year's Per Course Contract rate for each course.
- c) Faculty members shall receive a stipend of \$500 to supervise a student intern taking Interdisciplinary Studies 3495A/B/Y, MOS 3494, or any other for credit internship course requiring a comparable level of faculty supervision. The stipend will be paid per student supervised. All HUCFA members are eligible to supervise internships and for the stipend.
- d) Faculty members shall receive a stipend of \$100 to provide a guest lecture in Scholar's Electives 1101F/G or 1102F/G. This stipend is in recognition of the Scholar's Electives program's particular needs and does not apply to guest lectures offered in other programs or courses.
- e) Faculty members shall receive a stipend of \$750 to supervise a student project in Interdisciplinary Studies 2201F/G or Interdisciplinary Studies 3301F/G/Z.
- f) Faculty members shall receive a stipend of \$1,500 to supervise a student project in Interdisciplinary Studies 4900E.

All of the above stipends shall increase by the same percentage negotiated for full time salary increases.

12 RESEARCH AND CONFERENCE EXPENSE REIMBURSEMENT FUNDS

- 12.1 Starting with the 2019-20 baseline amount of \$68,940 the Employer's contribution to the Faculty of Arts and Social Science research and conference expense reimbursement fund shall increase at the same rate as the agreed up salary increases for full time faculty in each year of this Agreement.
- 12.2 Starting with the 2019-20 baseline amount of \$13,918 the Employer's contribution to the Faculty of Theology research and conference expense reimbursement fund shall increase at the same rate as the agreed up salary increases for full time faculty in each year of this Agreement.

- 12.3 Starting with the 2019-20 baseline amount of \$25,000, which shall increase in each subsequent year of this Agreement at the same rate as the agreed upon salary increases for full time faculty, the Employer shall make a **Targeted Research Fund** of \$25,000 available in each of the years of this Agreement. The intent of this fund is to provide funding for larger-scale projects than those that can be supported through the research and conference expense reimbursement fund.

Applications to the targeted fund shall not be for amounts less than \$3,000 and no more than five grants shall be awarded from the targeted fund in a given year. This fund shall be administered by "The Targeted Research Fund Committee" consisting of the Dean of Theology, the Coordinator of Teaching and Research, who shall serve as the Committee Chair, and two faculty members drawn from the memberships of the FASS and Theology Research Committees. There shall be no carry forward from year to year; however, funds may be available for reimbursement up to 6 months beyond the end of the employer's fiscal year to accommodate approved travel and other such expenses that have been booked but not realized.

- 12.4 Starting with the 2019-20 baseline amount of \$5,000, which shall increase in each subsequent year of this Agreement at the same rate as the agreed upon salary increases for full time faculty, the employer shall make a **Technology Support Fund** available in each of the years of this Agreement. The intent of this fund is to provide support for the extraordinary technological needs of faculty in pursuit of their research and teaching agendas. Applications may not be for less than \$1,000 and no more than four grants will be awarded in a given year. This fund will be administered and applications will be adjudicated by the Targeted Research Fund Committee. There shall be no carry forward from year to year either in the general unspent Technology Support Fund monies or in individual grants.

13 PERFORMANCE AND SALARY PROCESS

- 13.1 Faculty Members submit curriculum vitae updates by March 31st; in cases where more information is required, the Dean may at any time, request that departmental Chairpersons conduct Faculty-approved teaching evaluations of specified members of their departments at a time agreeable to all parties.
- 13.2 Salaries for members of HUCFA will be calculated on the basis of the grid outlined in [Article 11](#) above and reported to the President of HUCFA.
- 13.3 By June 15th of each year, the Dean of each Faculty will inform each member of that Faculty of the member's grid salary and the Dean's specific salary recommendation. The previous practice of signing back the recommendation to Huron University College will not be required.
- 13.4 The Dean will inform each faculty member of the outcome of the Dean's annual evaluation of faculty performance (see [APPENDIX C](#): Standards Document).
- 13.5 The Dean may recommend a salary below the grid salary only on the basis of the following:
- a) In the case of teaching and student counselling, a level of performance below the minimum acceptable standard over a two-year period as determined by the Dean in consultation with the appropriate Departmental Chair (see [APPENDIX C](#): Standards Document).

- b) In the case of the combined areas of teaching and student counselling, community service, and scholarship / instructional development, a level of overall performance below a minimum acceptable standard over a three-year period as determined by the Dean in consultation with the appropriate Departmental Chair (see [APPENDIX C](#): Standards Document).
- 13.6 Where possible, the Dean should give faculty members notification in writing one year in advance of possible denial of a step increment or part thereof.
- 13.7 Where a member's performance falls below the standards required for the receipt of a full step increment, any increment included in the previous salary payments, prior to the completion of the Dean's evaluation of faculty performance for that year, will be withdrawn as of the next pay and for the remainder of the salary year. Overpayments will be deducted from subsequent salary payments, on a prorated basis, over the remainder of the salary year.
- 13.8 The foregoing provisions shall not apply to supersede, "red circle" or other such special arrangements made between individual faculty members and Huron University College at the time when the faculty member is laying down an office or position at or in connection with Huron University College.

14 BENEFITS

- 14.1 The Benefits Committee of Huron University College is tasked with the review of the following benefits policies of concern to HUCFA members:
- a) Post-retirement benefits;
 - b) Better Dental and vision benefits.

The rewriting of these policies will continue to include consultation with HUCFA through its membership on the Benefits Committee.

14.2 Pregnancy Leave

- a) Pregnancy leave is granted in accordance with the provisions of the *Employment Standards Act, 2000*.
- b) Supplemental Benefit Plan

Members of HUCFA who have worked at Huron University College for at least one year as of probable date of delivery will be entitled to receive 100% of salary for the initial two week waiting period and 95% of salary less the Employment Insurance Maternity benefit for 15 weeks.

To qualify for this benefit the employee must make application and qualify for Employment Insurance Maternity benefits.

- c) Leave in excess of the 17 weeks for medical reasons related directly to an employee's pregnancy and / or delivery of an infant may be treated in accordance with Sick Leave Policy.

14.3 Parental/Adoption Leave

- a) Parental/Adoption leave is granted in accordance with the provisions of the *Employment Standards Act, 2000*.

A member who becomes a parent of a newborn or newly-adopted child or who takes custody of a child who is being placed for adoption with the member, shall be entitled to Parental / Adoption Leave of up to sixty-one (61) weeks if the member has also taken Pregnancy Leave, or of up to sixty-three (63) weeks otherwise. Such a member shall be granted Parental / Adoption Leave upon notification in writing to her or his Dean, at the earliest opportunity prior to the commencement of the Leave, indicating the approximate date upon which the Leave is to commence. The Parental / Adoption Leave shall commence no later than seventy-eight (78) weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s)

- b) Supplemental Benefit Plan

A member who has worked at Huron University College for at least one year as of the date of delivery or as of the date the child comes into the custody, care and control of a member, will be entitled to receive 100% of salary less the Employment Insurance Parental benefit for the first two weeks and 95% of salary for a maximum of twenty-two (22) weeks paid Leave, inclusive of any paid Leave received under the terms of the Pregnancy Leave supplemental benefit plan, set out above, if applicable.

To qualify for this benefit the employee must make application and qualify for Employment Insurance Parental benefits.

Supplemental benefits are not available in cases of adoption when an employee establishes a spousal relationship with an individual who already has a child(ren) and subsequently adopts the child(ren).

14.4 General Considerations

- a) Upon return to work, a member who has taken leave(s) under this Article shall resume his or her position with his or her nominal salary plus step increments and benefits.
- b) Pregnancy and Parental / Adoption Leave shall be included in the calculation of a member's length of service.
- c) Nothing in this Article prevents a member from taking Pregnancy or Parental / Adoption Leave during Sabbatical leave. Any unused portion of a Sabbatical leave shall be taken at a time proposed by the member and the Chair. The Dean shall have final approval and shall not unreasonably refuse such a proposal.

14.5 Tenure and Promotion

- a) For members who take Pregnancy or Parental / Adoption Leave, decisions on renewal of probationary contract and tenure and promotion shall be postponed by one (1) year for members who take a leave in excess of twenty-four (24) weeks. When the member is awarded renewal, tenure or promotion, the decision shall be retroactive to the date that this would have been granted if not for the leave. Effective July 1st of the year following the deferral, the member shall be placed on the salary grid at the appropriate step if not for the leave, provided the member is awarded their promotion. That is, they will be appointed to the grid step they would have been at if they had not deferred their application for promotion in accordance with this Article.
- b) Members can elect not to defer any of these processes.

15 **GRIEVANCE AND ARBITRATION**

General

- 15.1 There shall be no discrimination, harassment or coercion, of any kind, practiced against any person involved in these procedures, or against any employee who elects not to pursue a grievance.
- 15.2 Any disputes arising from the administration of this Agreement including but not limited to that listed below must be settled by the procedures set out in [Article 16](#), Grievance & Arbitration Procedure:
 - Denial of a full or part step increment.
- 15.3 The parties agree to make every reasonable effort to settle all grievances in a prompt, just and equitable manner.
- 15.4 Both parties to this Agreement shall have carriage of their respective grievances and shall deal with only the other party with respect to a grievance.
- 15.5 On request of either HUCFA or the Employer, the other party shall provide access to all non-privileged documents relevant to the grievance to provide for an open, fair and expeditious processing of the grievance.
- 15.6 Definitions:
 - a) Grievance: A grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this Agreement.
 - b) Grievor: The grievor may be either HUCFA or the Employer. HUCFA may initiate a grievance on behalf of a member or group of members or itself. The Employer may initiate a grievance on behalf of the Employer.

15.7 Types of Grievance:

- a) An individual grievance is a grievance initiated by HUCFA on behalf of an individual member;
- b) A group grievance is a grievance initiated by HUCFA on behalf of a group of members;
- c) A policy grievance is a grievance by HUCFA or the Employer which may involve a matter of general policy or of general application of the Agreement;
- d) An association grievance is a grievance which directly affects HUCFA;
- e) An employer grievance is one initiated with regard to actions taken by a member of HUCFA or by the association as a body.

Time Limits

- 15.8 Either party shall file a grievance according to procedures outlined below under "Grievance Procedure" within thirty (30) working days after the occurrence of the incident giving rise to the grievance, or thirty (30) working days from the date it became aware of the events giving rise to the grievance, whichever is later.
- 15.9 Where no action is taken on a grievance within the time limits specified in this Article, the grievance shall be deemed to have been withdrawn or settled as the case may be.
- 15.10 In the event a party fails to reply in writing within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- 15.11 The time limits specified in this article may be extended by mutual agreement by the parties. Moreover, an arbitrator shall have the power to waive time limits on any reasonable grounds. The amended time limits must be specified in writing.

Technical Irregularities

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

15.13 Termination of Employment

- a) In cases involving dismissal for cause, termination of a Program Sessional appointment before it comes to term, failure to renew a Program Sessional appointment after favourable performance reviews and recommendation by the Chair or Coordinator if appropriate and confirmation of program need by the Dean, or termination of a Per-Course Contract appointment before it comes to term, HUCFA shall have the right to take a dispute directly to arbitration.
- b) In cases involving the termination of employment for reasons other than academic ones (teaching, research, service), HUCFA shall have the right to take a dispute directly to arbitration.

- c) In all cases involving dismissal for cause, termination of a Program Sessional appointment before it comes to term, failure to renew a Program Sessional appointment after favourable performance reviews and recommendation by the Chair or Coordinator if appropriate and confirmation of program need by the Dean, or termination of a Per-Course Contract appointment before it comes to term, discipline, or alleged incompetence, the burden of proof shall be on the Employer to establish its case.

16 GRIEVANCE & ARBITRATION PROCEDURE

- 16.1 A grievance shall be in writing signed by a representative from HUCFA or the Employer and, as the case may be, shall specify the matter(s) in dispute, the article(s) alleged to have been violated, and the remedy sought.
- 16.2 No later than ten (10) working days following the receipt of the grievance, the Employer's representative shall meet with the HUCFA representative. The parties shall make every reasonable attempt to resolve the grievance.
- 16.3 If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the HUCFA representative and the Employer's representative within ten (10) working days of the meeting at which the settlement was reached.
- 16.4 In the event that the HUCFA representative and the Employer's representative cannot resolve the grievance within ten (10) working days of the meeting(s) specified in [Article 16.2](#), the reasons shall be documented and shared by both parties.
- 16.5 If the grievance is not resolved at the meeting(s) held under [Article 16.2](#), none of the information exchanged during the meeting(s) can be brought forward as evidence in any subsequent arbitration.
- 16.6 Either party may, within fifteen (15) working days of receipt of the response specified in [Article 16.4](#), request in writing that an ad hoc Dispute Resolution Committee be formed and that it hold a dispute resolution committee meeting within thirty (30) days of receipt of this request. The Committee will consist of two persons appointed by the employer, two persons appointed by the President of the Faculty Association, and a fifth person (who will act as chair) appointed by the other four members. The fifth person may be a person who is not a member of the immediate Huron University College community and may be a person who has proven experience of dispute resolution in other contexts.
- 16.7 The purpose of the ad hoc Dispute Resolution Committee is to investigate the possibility of finding a compromise acceptable to both HUCFA and the Employer. The Dispute Resolution Committee shall work as expeditiously as possible to try to resolve the matter. In the event that, after at least one meeting to discuss the grievance, a majority of the ad hoc Dispute Committee members determine that the Dispute Resolution Committee is not likely to find a resolution acceptable to both parties through further discussion, the Chair shall inform the parties in writing that the matter remains un-resolved.
- 16.8 If the grievance is not resolved at the meeting(s) held under [Article 16.6](#), none of the information exchanged during the meeting(s) can be brought forward as evidence in any subsequent arbitration.

Arbitration

- 16.9 Either party may, within fifteen (15) working days of receipt of the written notification or date by which it was to be received as specified in [Article 16.7](#), give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- 16.10 The arbitrator will be selected by agreement between the two parties.
- 16.11 The arbitrator shall have the duty and power to adjudicate all matters in dispute.
- 16.12 The arbitrator shall proceed with all dispatch with the inquiry into the grievance, and in accordance with such procedures and mode of proof that the arbitrator deems appropriate.
- 16.13 The arbitrator shall have jurisdiction to award such remedy or remedies as the arbitrator deems appropriate; however, the award shall not be inconsistent with the terms of this Agreement.
- 16.14 Grievances involving the termination of a Program Sessional appointment before it comes to term, failure to renew a Program Sessional appointment after favourable performance reviews and recommendation by the Chair or Coordinator if appropriate and confirmation of Program need by the Dean, or termination of a Per-Course Contract appointment before it comes to term shall be treated as grievances involving dismissal. The arbitrator shall have the power to award reinstatement through issuance of a new equivalent appointment, or in the case of tenure denial to award tenure.
- 16.15 The arbitrator shall not have the power to alter, add to modify, or amend the Agreement in any respect whatsoever.
- 16.16 All arbitration expenses, including the remuneration of the arbitrator, shall be shared equally by both parties, subject to the award of costs by the arbitrator as part of the remedy.

SIGNATURE PAGE

SIGNED at London, Ontario this 24TH day of MAY, 2019

FOR THE EMPLOYER

Barry Craig
[Signature]
[Signature]

FOR HUCFA

Neil & Bruce
Teresa Hubel
Gene D'Amico
Michael K.

APPENDIX A – HURON UNIVERSITY COLLEGE INTELLECTUAL PROPERTY RIGHTS POLICY

1. Definitions

- 1.1. Intellectual property means any result of intellectual or artistic activity created by a faculty member that can be owned by a person. Intellectual property includes, but is not limited to: inventions, publications, computer software, works of visual art and music, industrial and artistic designs, plant cultivars, integrated circuit topography as well as all other creations that can be protected under patent, copyright, trademark or other statutory means.
- 1.2. Commercialization means any activity relating to the protection, use, sale, transfer, license, marketing, duplication, or other disposition of Intellectual Property for commercial purposes.
- 1.3. Employer, for the purposes of this policy, means Huron University College.
- 1.4. Faculty member, for the purposes of this policy, means a member of the Huron University College Faculty Association.

2. Intellectual Property

- 2.1. The Executive Board of Huron University College and the Huron University College Faculty Association recognize that the common good of society depends upon the unfettered search for knowledge in all fields of study and upon its free exposition.
- 2.2. In order that the faculty member retains control over the direction, integrity and use of his or her scholarly work, as a general principle, ownership of all types of intellectual property shall rest with the faculty member who creates it. Such ownership is recognized as an integral part of academic freedom. Notwithstanding the above, Intellectual Property that is developed as a result of a contractual relationship other than Employee/Employer, shall be considered to be owned by those parties to the contract. (See Special Conditions of Ownership).
- 2.3. No Faculty member shall be obliged to engage in the commercial exploitation of his or her scholarly work, nor to provide commercial justification for it.
- 2.4. The Administration of Huron University College shall not enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Faculty member under this agreement.
- 2.5. In the event that the Canadian *Copyright Act* or *Patent Act* or other similar intellectual property legislation is amended to the extent that this policy requires revision, the parties shall re-open this policy.

3. Special Conditions of Ownership

- 3.1. It is recognized that the Faculty Member may create Intellectual Property in collaboration with other Faculty members, or in collaboration with other non-faculty employees of the Huron University College community or with individuals not associated with the Employer.
- 3.2. Where a Faculty member undertakes Research where it is envisaged that the creation of Intellectual Property might occur, and does so in collaboration with other non-faculty

employees of the University community, the Faculty member shall, at the outset of the Research, establish in writing, and with the agreement of the collaborator(s) and the Employer, how the ownership of any Intellectual Property, and any Net Income generated therefrom, would be shared between them, taking into consideration each party's obligations to the Employer and/or others.

- 3.3. Where a Faculty member undertakes Research that leads to the creation of Intellectual Property that was not envisaged, and does so in collaboration with other non-faculty employees of the University community, the Faculty member shall establish, in writing and with the agreement of the collaborator(s) and the Employer, how the ownership of the Intellectual Property, and any Net Income generated therefrom, will be shared between them, taking into consideration each party's obligations to the Employer and/or others.
- 3.4. In the event that the ownership rights of intellectual property become a matter of dispute, the matter shall first be attempted to be resolved internally between the parties. Where there is no resolution the matter may be submitted to mediation before an individual experienced in such matters and mutually agreed upon by the Employer and the Faculty Association and other parties with a vested interest.
- 3.5. Where the Faculty member has assigned his or her ownership rights in the Intellectual property to Huron University College, the Intellectual property is then owned by Huron University College.
- 3.6. Where the Intellectual Property is developed in the course of research sponsored by a third party pursuant to a written agreement between the third party and Huron University College on behalf of the Faculty member, ownership and publishing rights are determined by specific terms of the agreement.

4. Right to Publish

- 4.1. The University is an open environment for the pursuit of scholarly work. Academic freedom and critical inquiry depend on the communication of the findings and results of intellectual investigation. The Administration of Huron University College shall not interfere with a Faculty member's freedom to publish the results of scholarly inquiry and research, except for limitations imposed by duly constituted research ethics boards.
- 4.2. The Administration of Huron University College shall refuse to enter into or administer any research agreement or grant that allows the funders or other third party to infringe on Faculty members' freedom to publish the results of research, except in extraordinary circumstances where, to protect by statute intellectual property, a maximum publication delay of two months from the conclusion of a research project may be accepted.

5. Obligation to Disclose Risks and Threats

- 5.1. Faculty members shall have an absolute right publically to disclose information about risks and threats (known or suspected) to research participants or to the general public or threats to the public interest that become known in the course of their research.

6. Copyright

- 6.1. Copyright applies to all original literary, dramatic, artistic and musical works as well as sound and video recordings, performer's performances and communication signals.

- 6.2. 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, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
- 6.3. All copyright belongs to the Faculty member or members who create the work even if it is produced during the course of employment and with the use of the College's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the copyright in another form.
- 6.4. The Huron University College Faculty Association shall be a party to all negotiations in the cases in which there is a written contract assigning the copyright of the work created by a Faculty member to the College.
- 6.5. No contract or written agreement between the Administration of Huron University College and a Faculty member shall contain a clause waiving moral rights⁴.
- 6.6. In the event that an original work is the creation of more than one Faculty member, the provisions of this policy apply on a pro rata basis to all the creators of the work.
- 6.7. In the event that the Administration or assignee relinquishes the rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

7. Patents

- 7.1. The discovery of patentable inventions is not a basic purpose of university research, nor is it a condition for support of such research. The Administration of Huron University College agrees that the Faculty member shall have no obligation to seek patent protection for the results of scientific or other work or to modify research to enhance patentability. The Administration of Huron University College further agrees that the faculty member has the unqualified right to publish his or her inventions.
- 7.2. Faculty members are the owners of the intellectual property rights in any invention, improvement, design or development that they create in the course of their employment even if it was produced with the College's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the property in another form.
- 7.3. The Huron University College Faculty Association shall be a party to all negotiations in the cases in which there is a written contract assigning the property or work created by a faculty member to the College.
- 7.4. In the event that an invention, improvement, design or development is the creation of more

⁴ Moral rights include the rights of a creator to be identified with a work, to maintain the integrity of a work and their honor and reputation with respect to the work.

than one Faculty member, the provisions of this policy apply on a pro rata basis to all the Faculty members who are creators of the work.

- 7.5. In the event that the Administration of Huron University College or assignee relinquishes the rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 7.6. The Administration of Huron University College has no claim to the revenue arising from any invention, improvement, design or development made by Faculty members without the use of the College's time, resources, or facilities.
- 7.7. Should the Administration of Huron University College have a valid claim on the revenue arising from any invention, improvement, design or development because of the use of the College's time, resources or facilities by the Faculty member, the Faculty member and the Administration shall share in the net revenues arising from a discovery on a fair and reasonable basis. "Net revenues" means the revenues after deduction of all costs incurred by the Faculty member and/or the College for patent searches, for obtaining patent protection, for maintaining such protection in Canada and other countries and for commercializing the discovery.

APPENDIX B – HURON UNIVERSITY COLLEGE ACADEMIC FREEDOM POLICY

ISSUED: October 12, 1996

REVISED: March 26, 2010

1. Huron University College serves the common good of society, through the pursuit of knowledge and understanding, the dissemination of research findings, and by fostering independent thinking and expression among students and faculty. These ends cannot be achieved without academic freedom. All faculty members have the right to academic freedom.
2. Academic freedom includes the right, without restriction by prescribed doctrine, to freedom of teaching and discussion; freedom in carrying out research and disseminating and publishing the results thereof with the understanding that such freedom shall be exercised in accordance with the Tri-Council Policy on Ethical Conduct for Research Involving Humans; freedom in producing and performing creative works; freedom to engage in service to the institution and the community; freedom to express freely one's opinion about the institution, its administration, or the system in which one works; freedom from institutional censorship; freedom to acquire, preserve, and provide access to documentary material in all formats; and freedom to participate in professional and representative academic bodies.
3. Academic freedom does not require neutrality on the part of the individual. Academic freedom makes intellectual discourse, critique, and commitment possible. All faculty members have the right to fulfill their functions without reprisal or repression by the employer, the state, or any other source.
4. All faculty members have the right to freedom of thought, conscience, religion, expression, assembly, and association and the right to liberty and security of the person and freedom of movement. Faculty members must not be hindered or impeded in exercising their civil rights as citizens, including the right to contribute to social change through the free expression of opinion on matters of public interest. Faculty members must not suffer any institutional penalties because of the exercise of such rights. Such rights do not, however, include the right of the individual faculty member to speak on behalf of Huron University College unless authorized in accordance with the College's Media Relations Policy.
5. The principle and practice of collegial governance is essential for the exercise of academic freedom within Huron University College. Faculty members are entitled to have representatives on and to participate in college governing bodies in accordance with their role in the fulfillment of the Huron's academic and educational mission. Academic freedom means that on academic matters, including curriculum, assessment procedures and standards, appointment, tenure and promotion, and other matters relating to teaching and research, elected faculty members shall constitute at least a majority on committees or college governing bodies responsible for academic policies.
6. The College's institutional right to be self-determining and self-governing shall not take precedence over an individual's academic freedom. Any claim by the Administration at Huron University College that this institutional right takes priority over the academic freedom of individuals represents a form of institutional censorship.

APPENDIX C – STANDARDS DOCUMENT

Report of the Standards Committee Issued: May 1, 1990

PREAMBLE

Schedule A of the Agreement between the Huron University College Faculty Association and Huron University College Executive Board, May 1, 1990 to June 30, 1993 (hereafter referred to as the Agreement), described the composition and responsibilities of an ad hoc Committee to establish the standards to be applied in the implementation of Sections 2.iv and 3.iv of the Agreement 1990-1993. The Committee ("the Standards Committee") was comprised of the following members:

Trish Fulton, Acting Dean of Arts and Social Science;
Russell Hatton, Dean of Theology;
Anthony Willing, faculty member appointed by the Principal;
Dermot McCarthy, faculty member appointed by the Principal;
Doug Leighton, faculty member elected by the Huron College Faculty Association (HCFA);
Nelson Heapy, faculty member elected by the Huron College Faculty Association (HCFA).

1. MANDATE

According to Schedule A of the Agreement, the Standards Committee is to establish:

- a) the "minimum acceptable standard" of performance in teaching and student counselling;
- b) the "overall minimum acceptable standard" in the combined performance areas of teaching and student counseling, community service, and scholarship/instructional development; and
- c) "above average" performance standards for each of the three performance categories.

It must be understood that the application of these standards is strictly limited. The standards and any procedures described in the Report are not to be used for any purpose other than that of determining eligibility for salary increments as described in the Agreement; furthermore, the standards and any procedures described in this Report expire with the expiry date of the Agreement.

2. CONSULTATION

The Committee adopted as its goal a set of standards and procedures which will be helpful and acceptable to all faculty and members of the Huron University College, and which will be flexible enough to acknowledge the variety, scope and quality of the contributions made by members of different disciplines and faculties.

The Committee felt that it was important to develop an instrument suited to the specific character of Huron University College but also thought that information on standards and procedures used elsewhere might be helpful. After a review of relevant materials obtained from a selection of appropriate institutions throughout Ontario and, to a lesser extent the United States, it appears that, while other institutions require faculty members to submit annual reports concerning academic and related activities, evaluations of the type which we are contemplating are generally conducted only for appointment, promotion and tenure decisions and/or in relation to some form of "merit" pay increments. Although faculty performance is generally assessed for

other purposes at other institutions, our survey did provide us with a considerable amount of information regarding the types of activities which are evaluated under the general headings of teaching, community service and scholarship. This information is reflected in the lists of activities developed by the Committee (see Appendix A, Value Assignment Chart).

3. RECOMMENDATIONS CONCERNING PERFORMANCE EVALUATION

The Standards Committee considered performance evaluation schemes which incorporated a great deal of discretion. In such schemes, the person assessing the performance is asked to label an individual's performance in a category with terms like "satisfactory", "inadequate", and "excellent". One obvious disadvantage of such schemes is that the level of performance associated with each of the labels is often unclear, leaving the individual faculty member poorly informed of specific expectations concerning his or her performance. Another drawback is that different assessors may have different ideas about what constitutes a satisfactory performance in a category. This can lead to inconsistencies in the way the same person is assessed over time.

Consequently, it is the view of the Standards Committee that a hybrid scheme with both a numerical component and a discretionary component is the best instrument for evaluating faculty performance between and across all disciplines and faculties at the College as demanded by the Agreement. The numerical component allows for a straightforward computation of individual performance ratings in the three categories of "Teaching/Student Counselling", "Scholarship/Instructional Development", and "Community Service" (see Appendix A, Value Assignment Chart). But in each performance category there is an entry listed as "Other", with no specific value assigned, which represents the Committee's view that no list of achievement-types could identify or anticipate the full range of creditable activities and contributions made by faculty at the College. The "Other" category allows discretion to be used by a Dean to the benefit of a faculty member, when a case can be made that the pre-assigned value of an activity is inappropriate in light of specific information about an event, or when a faculty member is deemed to have achieved credit through some particular activity or contribution not identified on the Value Assignment Chart. In each performance category, the achievement "Other" permits additional points to be credited, at the discretion of the Dean, after consultation with the faculty member involved and the member's Chairperson.

In developing the scheme, the Committee had to interpret the terms "minimum acceptable standard", "overall minimum acceptable standard", and "above average performance standards" as they appear in the Agreement. It should be clear from the above that while the Committee is proposing a scheme which has a numerical component, the Committee does not believe that such a scheme is anything more than a blunt albeit convenient measuring rod. Therefore, the Committee did not adopt a strictly numerical interpretation of the terms "minimum" and "average".

The Committee members agreed that a minimum acceptable standard of performance at Huron University College is a level of performance which, when assessed by one's peers, would be a matter of indifference or unambiguous neutrality. The inclination would be to give an evaluation of that level of performance which was neither a negative comment nor a positive comment. A person performing at this level would be considered competent, nothing more, and nothing less.

The original Committee proposed that the number scale up to the number 5 be used in all three performance categories. The "minimum acceptable standard" of performance, in each category, was associated with the number 3 on this scale, and the committee assigned the values on the Value Assignment Chart such that a 3 is earned by a level of performance which should elicit

neither criticism nor special recognition. In any category, levels of performance associated with values greater than 3 therefore elicit a non-neutral response: that is, they should be considered to represent something more than competence and thus to denote a level of performance which is "above-average." In the area of teaching/student counseling, the number 3.0 was with reference to a 5-point scale used to evaluate teaching effectiveness.

The Committee recognized the special status assigned to teaching at Huron University College. The Agreement states "Where a faculty member's performance in the area of teaching and student counseling falls below the minimum acceptable standard, the faculty member will be disqualified from receiving one-half of any applicable grid step increment." (Section 3.1.12.b). The Agreement also states "above-average performance in one area may offset a below-minimum standard of performance in another, excepting that of teaching and student counseling where below-minimum standards of performance will disqualify faculty members one-quarter of their grid step increment." (Section 3.1.12.c).

The importance attached to teaching is reflected in the role played by the actual score on student evaluations in this proposal. The "minimum acceptable standard" proposed in the area of teaching and student counseling in the original Standards Report was an average score of 3.0 on the student evaluations over a two-year period. Once Huron adopted a teaching evaluation instrument using a 7-point scale, the "minimum acceptable standard" is an average score of 4.2 on the student evaluations over a two-year period.

The Agreement indicates that a longer time horizon should be used to assess scholarship. The Committee's proposal reflects this in the Scholarship/Instructional Development category (see Appendix A, Value Assignment Chart) where three years is the assessment period for activities in these categories.

The Committee suggests that a faculty member on sabbatical leave in a given year be assigned the value 3 for Teaching/Student Counseling and the value 3 for Community Service for that year.

Lastly, the Committee proposed that the "overall minimum acceptable standard" should be the sum of the minimum scores allowed in the three performance categories, or 9 (now 10.2 with the current teaching evaluation instrument).

The Standards Committee recommends the following:

- a) that the Dean of Arts and Social Science and the Dean of Theology use a numerical scale (with 0.5 being the lowest and 5 being the highest ratings possible) to evaluate faculty in the categories of performance: scholarship/instructional development; community service; that the Dean of Arts and Social Science and the Dean of Theology use a numerical scale (with 0.5 being the lowest and 6.2 being the highest) to evaluate faculty in the category of teaching/student counseling;
- b) that in a case where the Dean determines, on the basis of the Value Assignment Chart (see Appendix A to this Standards document), that a faculty member's score in the category of teaching/student counseling is 4.2 or higher, and in each of the other two categories is 3 higher, the faculty member will be regarded as having achieved the "minimum acceptable standard" of performance called for by the Agreement (Section 3.1.12.a);
- c) that in the area of teaching and student counseling, the "minimum acceptable standard" called for by the Agreement (Section 3.1.12.b) be that associated with an average of 4.2

based on the actual scores on student evaluations of teaching effectiveness over a two-year period;

- d) that in the case where a Dean determines, on the basis of the Value Assignment Chart, that the Faculty member's score in teaching falls below 4.2, or in one or more of the other two categories falls below 3,
 - i) the Dean will arrange an interview with the faculty member and the member's Chairperson as soon as feasible: (in what follows, it is understood that in the Faculty of Theology where there are no department chairpersons, the interview will be between the Dean and the faculty member);
 - (1) to draw to the attention of the faculty member the fact that the score(s) is (ore) below 3; and
 - (2) to allow the faculty member and chairperson the opportunity to provide any further information that they deem relevant to the assessment of the faculty member's performance in any of the three categories; and
 - ii) in consultation with the Department Chairperson, the Dean will then review the initial assignment of scores and make any revisions that are deemed appropriate in the light of any new information acquired in the interview with the faculty member and Chairperson. If revisions are made, and the revised score in the teaching category is 4.2 or higher, and in the other two categories is 3 or higher, the faculty member will be regarded as having achieved the "overall minimum acceptable standard" of performance. If no revisions are made, or if revisions are made but still leave the faculty member with a score of less than 3 in one or both of community service and scholarship/instructional development, but a score of 4.2 or more in teaching/student counseling, the faculty member will be regarded as having achieved the "overall minimum acceptable standard "of performance if and only if the sum of the scores in the three categories is 10.2or higher.
- e) that in implementing Section 3.1.1 2 of the Agreement
 - i) the Dean will take the average of the scores on teaching evaluations achieved by a faculty member in each of the previous two years. If this average is less than 4.2, the level of performance in "Teaching/Student Counselling" will be deemed to be "below the minimum acceptable standard over a two-year period".
 - ii) the Dean will take the average of the score in the: Community Service category in the: current year and the previous two years. The Deans will take the average of the score in Teaching/Student Counselling in the current and previous two, years. These two averages will be added to the score in Scholarship/Instructional Development. If this sum is less than 10.2 the faculty member's overall performance is deemed to be below "an overall minimum acceptable standard" of performance over a three-year period.

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APPENDIX A to the Standards Document

Value Assignment Chart

Category	Achievement Type	Value
Teaching	Student Evaluations ¹	actual score ²
Student Counselling	Teaching course in new area ³	.5 max = 0.5
	Development of new teaching aid/instruction manual ⁴	.5 max = 0.5
	Independent student course/reading	.5 max = 0.5
	Course/undergraduate thesis	.5 max = 0.5
	Supervision	.5 max = 0.5
	Teaching Award	.5 max = 0.5
	Other	Undef.
	SUM IN THIS CATEGORY	(Max. is 6.2)
Scholarship/	Book accepted ⁵	5.0
Instructional Dev't	Article accepted ⁶	4.0
	presentation of unpublished refereed paper/invited lecture/solicited paper ⁷	3.0
	Commentator/discussant/chair at Conference	1.0 max= 2.0
	Presentation of unpublished un-refereed paper ⁸	2.0
	Minor publications {notes. reviews etc.}	1.0 max=2.0
	Attendance at conference ⁹	0.5 max = 1.5
	External research grant/fellowship	3.0 max = 3.0
	Editorial/refereeing services	1.0max = 2.0
	Development of new teaching aid/instruction manual ¹⁰	3.0 max = 3.0
	Graduate thesis supervision and examining	O.S max = O.S
	SUM IN THIS CATEGORY ¹¹	(Max. is5)
Community Service	Chair of Department	4.0
	Member of one College Committee ¹²	3.0
	Member of additional committee ¹²	0.5 max= 2.0
	Administrative contribution(s) to professional organization(s) ¹³	0.5 max = 2.0
	Contributions to non-scholarly group/program ¹⁴	0.5 max = 2.0
	Other	Undef.
	SUM IN THIS CATEGORY	(Max. is 5)

Notes to the Value Assignment Chart

1. "Student evaluations" refers to the formal student evaluations conducted in accordance with the regulations of the Huron University College Supervision and Assessment Document.
2. The "actual score" for student evaluations is the mean of all the responses to question number 8 on the official Huron University College student evaluation forms.
3. This type of achievement includes only cases in which, in a given year, a faculty member teaches a course that involves substantial new research.
4. External assessment of the aid/manual or evidence of its implementation in a course must be provided. As indicated on the Value Assignment Chart, this achievement may be used either in Teaching/Student Counselling or in Scholarship/Instructional Development but not in both.
5. One must provide evidence of final acceptance for publication -not merely acceptance subject to revisions. This activity may include creative writing such as a novel, collection of poetry or short stories, etc.
6. One must provide evidence of final acceptance for publication -not merely of acceptance subject to revisions. If one has more than one article accepted for publication in a given year, the achievement is assigned the maximum value of 5.
7. If more than one unpublished refereed paper, invited lecture or solicited paper is given, the maximum of 5 is given if and only if the items are substantially different in content.
8. A copy of the paper given must be available. Credit to a maximum of 5 for additional papers requires that the papers be substantially different in content.
9. The conference attended must be one for which no other points have been assigned (e.g. For being a commentator, discussant, or chair of a session).
10. See Note 4 above. The faculty member may list this achievement in either the Teaching / Student Counselling category, or in the Scholarship/Instruction Development category; however, the decision as to whether such an aid or manual receives a value of 0.5 in the teaching category or of 3 in the scholarship category rests with the Dean who will consult with the appropriate chairperson in the case of a members of FASS.
11. In this category, any instance of an achievement during the three years up to and including the year of assessment is counted.
12. This includes elected or appointed membership on standing or ad hoc committees of a department or the College or UWO Senate. However, membership on the following Committees does not qualify for points: Nominating Committee, the Admissions Appeals Committee, the Honorary Fellows Committee, the Admissions Committee (for the Faculty of Arts and Social Science), the Occupational Health and Safety Committee, the Residence Consultative Council, or any other Committee which meets infrequently and/or whose requirements of its members clearly do not rate the achievement of the "minimum acceptable standard". If a faculty member in the Faculty of Arts and Social Science finds that by virtue of the operation of the "stack" he or she is without any duties on a standing committee or a representative to some other body,

the Dean will determine the precise reason for that member's situation in this area of performance. If appropriate, a score of 3 may be awarded.

13. Included in this type of achievement is election or appointment to the executive of a professional organization; service on behalf of a professional or scholarly association (e.g. planning a conference, seminar, workshop); adjudication of scholarship/fellowship applications, etc. (for institutions other than Huron University College); other contributions.
14. Credit under this achievement type is restricted to instances in which a faculty member is officially representing the College or acting in his or her capacity as a professional academic. This type of achievement includes a reading, performance, guests lecture, sermon, speech to a non-scholarly group; contributions to the media (published or broadcast); non-profit consulting for a non-scholarly group; planning or involvement in continuing education or an outreach program (provided that such involvement is not part of one's normal teaching or administrative responsibilities); other contributions