

**AGREEMENT BETWEEN
THE HURON UNIVERSITY COLLEGE FACULTY ASSOCIATION (HUCFA)
AND
HURON UNIVERSITY COLLEGE EXECUTIVE BOARD
May 1, 2012 to April 30, 2015**

PREAMBLE

0.1 The Agreement is of three years' duration, from 1 May 2012 to 30 April 2015. It includes agreements on workloads and on salaries and benefits, as well as appendices on intellectual property and on academic freedom.

0.2 All policies or documents to which reference is made in the final contract will be included as an appendix to the agreement.

PART I: WORKLOAD AND CONDITIONS FOR LIMITED-TERM, PROBATIONARY TENURE-TRACK, AND TENURED FACULTY MEMBERS

1.1. OVERALL WORKLOAD AND DISTRIBUTION

1.1.1 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 self-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.

1.1.2 The workload of a faculty member is distributed among three main areas: teaching, scholarly activity, and service.

1.1.3 Teaching includes, but is not limited to, such activities as: lectures and seminars; course preparation; curriculum development; grading and other forms of assessment; and academic counselling of students. It may also include such activities as the supervision of theses and projects, independent studies and directed reading courses, and work on thesis committees and examination boards.

1.1.4 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.

1.1.5 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 the 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.

1.1.6 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.

1.1.7 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.

1.1.8 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 the HUCFA with access to these records on request.

1.1.9 Huron University College is committed to equipping faculty members with an appropriate computer for office use. The administration recognizes the need to remain current with developments in computer technology and will endeavour to meet faculty needs for computer equipment.

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1.2 TEACHING WORKLOAD

1.2.1 Beginning September 2013, the normal teaching workload of a full-time 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. The teaching workload for 2012-2013 shall follow the pattern of the 2007-2012 agreement for those faculty members eligible for full-course reduction. Those faculty members who under the 2007-2012 agreement were eligible for a full-course reduction in 2013-2014 will have an additional 0.5 course reduction in the 2013-2014 year. See Appendix A.

1.2.2 It is agreed that 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 through April. Notwithstanding, when scheduling courses, the Dean shall ensure that each faculty member is provided with the equivalent of one day each week free of scheduled teaching to allow for fulfillment of such duties as research, course preparation, professional development, and service activities.

1.2.3 A 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 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.

1.2.4 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.

1.2.5 The Dean in each Faculty, in consultation with the Chair or Coordinator as appropriate, will work to ensure that the teaching workload of 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 1.1.7 and 1.1.8 above.

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1.3 SERVICE

1.3.1 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.

1.3.2 The HUCFA may purchase up to a total of 1.5 courses at the 0.5 course stipend 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 the HUCFA. Notice must be given in advance and approval of the Chair, Dean, and Principal are required for the course release(s) to take effect.

1.3.3 Chairs of departments, directors and chairs of programs, and equivalent, shall receive 0.5 FCE teaching load reduction, or the equivalent stipend, and an allowance of \$1,200 per year. A chairperson may elect to have the annual allowance added to salary rather than to the faculty allowance.

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1.4 SCHOLARLY ACTIVITIES WORKLOAD, AND SABBATICAL LEAVES

1.4.1 Faculty members have the freedom and responsibility to determine for themselves an appropriate schedule for scholarly activity subject to 1.1.6 above.

1.4.2 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, particularly respecting the months of May through August.

1.4.3 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.

1.4.4 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.

1.4.5 Faculty members on Tenure Contract are eligible 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 HUC. 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 the 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.

1.4.6 There will be a maximum of the equivalent of 4 full-year Sabbatical leaves, with a maximum of 4 each half-term, available each year in the Faculty of Arts and Social Science. There will be a maximum of the equivalent of 1 full-year Sabbatical leave, with a maximum of 1 each half-term, available in the Faculty of Theology. In years when there is no Sabbatical leave granted in the Faculty of Theology, one additional Sabbatical leave will be available to the Faculty of Arts and Social Science. 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.

1.4.7 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 heads, 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.

1.4.8 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 Principal. In the event of a disagreement between the Committee of Chairs and the Dean, both recommendations shall be forwarded to the Principal. In the Faculty of Theology, application shall be made directly to the Dean who shall recommend to the Principal. The Principal shall not be bound by these recommendations and shall in turn make recommendation to the Campus and Community Affairs Committee of the Executive Board.

1.4.9 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.

1. The size and importance of the research or professional development project.
2. A clear commitment in writing from a granting agency.
3. Copies of applications to granting agencies, for projects where external funding is available.
4. A clear commitment in writing from a publisher.
5. Urgency resulting from the nature and content of the project.
6. The fruitfulness of the last Sabbatical Leave taken.
7. The scholarly productivity of the applicant (this criterion will be given less weight for applicants newer in the profession).
8. Number of years since last sabbatical leave.
9. The effect of the Sabbatical leave on the department and its programmatic plans.
10. The availability of and/or need for a suitable replacement.

1.4.10 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.

1.4.11 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.

1.4.12 Years of Sabbatical Leave shall count for residence requirements for eligibility for promotion.

1.4.13 A faculty member granted Sabbatical Leave must return to the College for at least one year of full-time employment prior to retiring from the College.

PART II: WORKLOAD AND CONDITIONS FOR SESSIONAL APPOINTEES

2.1 Sessional appointments are made to individuals teaching 3.0 courses in the September-to-April term. Sessional appointment at Huron University College is of two types: Program Sessional, and Term Sessional. A Program Sessional appointment is made only 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 Program, to warrant additional human resources, but where a Limited-term or Probationary appointment is not necessary or possible. A Term Sessional appointment is made where, in a given year, aggregations of 3.0 courses are assigned to a single individual from a pool of part-time vacancies, or for the purposes of leave replacement.

2.2 Duties of Term Sessional Appointees are limited to the teaching of 3.0 courses.

2.3 Duties of Program Sessional appointees include the teaching of 3.0 courses and assistance in curriculum development at the invitation of the Dean and the Chair or Coordinator if appropriate.

2.4 Term Sessional appointees will be appointed for a period September through April. After each term, the mutual responsibilities of HUC and the individual to one another will cease.

2.5 Program Sessional appointees will normally be appointed for three-year terms, renewable on favourable performance review and on confirmation by the Dean, and Chair or Coordinator if appropriate, of ongoing program need.

2.6 Sessional appointment will be at a rank of Lecturer or Assistant Professor, determined by the Dean, in consultation with the Chair or Coordinator where appropriate. A Program Sessional appointee may progress from the rank of Lecturer to Assistant Professor on presentation of evidence of completion of the PhD.

2.7 A maximum of three years spent at Huron University College on Sessional Appointment may be counted for later use in satisfying residence requirements respecting full-time limited-term or probationary appointment, promotion, salary, or sabbatical leave.

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PART III: SALARIES

3.1 SALARIES

Agreement between HUCFA and the HUC Executive Board for salaries is in effect for the fiscal years May, 1, 2012 to April 30, 2015.

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

Salaries for Assistant, Associate, and Full Professors

3.1.2 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 4.2.6).

3.1.2.1 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.

3.1.2.2 Salary increases for the period May1, 2012 to April 30, 2015 are as follows:

- a) All eligible members of faculty move one step on the salary grid.
- b) A scale factor of 2.5% will be applied to the dollar values of the existing (2011-12) grid.

Year 1: May 1, 2012 to April 30, 2013

	Assistant	Associate	Full
Floor	68325	85211	85211
Ceiling	85211	121394	138280
Avg Step Value	2412	2412	2412

Year 2: May 1, 2013 to April 30, 2014

- a) All eligible members of faculty move one step on the salary grid.
- b) A scale factor of 2.5% will be applied to all dollar values in the 2012-13 year.

	Assistant	Associate	Full
Floor	70033	87341	87341
Ceiling	87341	124429	141737
Avg Step Value	2472	2472	2472

Year 3: May 1, 2014 to April 30, 2015

- a) All eligible members of faculty move one step on the salary grid.
- b) A scale factor of 2.5% will be applied to all dollar values in the 2013-14 year.

	Assistant	Associate	Full
Floor	71784	89525	89525
Ceiling	89525	127540	145280
Avg Step Value	2534	2534	2534

3.1.2.3 Save as provided in Appendix B and Appendix C, attached hereto, salary at the Associate Professor rank is capped at grid step 16 in each of the respective years of this agreement.

3.1.2.4 Save as provided in Appendix C, attached hereto, salary at the Full Professor rank is capped at grid step 23 in each of the respective years of this agreement.

3.1.2.5 The procedure for determining individual salaries during the term of this agreement is set out in 4 below.

3.1.2.6 Each grid step corresponds to one year. Typically, a faculty member advances (progresses) one grid step per year while employed at Huron University, 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.

3.1.2.7 Promotion to Full Professor is recognized by awarding one additional step increment.

3.1.2.8 All full-time faculty members of the HUCFA except those identified in Appendix B are placed on the grid. All full-time faculty members on the grid are subject to the caps previously described, except those full-time faculty members identified in Appendix C.

3.1.2.9 Full-time faculty members not on the grid (and identified in Appendix B) will receive a 2.5% increase to current salary in each year during the 2012-15 period.

3.1.2.10 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:

Salary Grid 2012-15

Assistant	Associate/ Full	Step	Assistant	Associate/ Full	Step	Assistant	Associate/ Full
68325	85211	1	70033	87341	1	71784	89525
70736	87622	2	72504	89813	2	74317	92058
73149	90035	3	74978	92286	3	76852	94593
75561	92447	4	77450	94758	4	79386	97127
77974	94859	5	79923	97230	5	81921	99661
80386	97271	6	82396	99703	6	84456	102196
82797	99683	7	84867	102175	7	86989	104729
85211	102096	8	87341	104648	8	89525	107264
	104508	9		107121	9		109799
	106920	10		109593	10		112333
	109333	11		112066	11		114868
	111744	12		114538	12		117401
	114157	13		117011	13		119936
	116569	14		119483	14		122470
	118981	15		121956	15		125005
	121394	16		124429	16		127540
	123806	17		126901	17		130074
	126219	18		129374	18		132608
	128630	19		131846	19		135142

	131042	20		134318	20		137676
	133455	21		136791	21		140211
	135867	22		139264	22		142746
	138280	23		141737	23		145280

- a. 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
- b. 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.
- c. 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 increment.² Above average performance in one area,³ 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.
- d. 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.

3.2 Sessional Appointees

3.2.1 The salary grid is defined over steps 1 through 10.

3.2.2 Salary increases for the period September 1, 2012 to April 30, 2015 are as follows:

Year 1: Sept 1, 2012 to April 30, 2013

- a) All eligible sessional appointees move one step on the salary grid.
- b) A scale factor of 2.5% will be applied to all dollar values in the existing grid.

	Sessional
Floor	32980
Ceiling	39534
Step Value	728

Year 2: Sept 1, 2013 to April 30, 2014

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 F).

² Same as footnote 1 above.

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

- a) All eligible sessional appointees move one step on the salary grid.
- b) A scale factor of 2.5% will be applied to all dollar values in the existing grid.

	Sessional
Floor	33805
Ceiling	40522
Step Value	746

Year 3: Sept 1, 2014 to April 30, 2015

- a) All eligible sessional appointees move one step on the salary grid.
- b) A scale factor of 2.5% will be applied to all dollar values in the existing grid.

	Sessional
Floor	34650
Ceiling	41535
Step Value	765

3.2.3 First-time sessional appointments will be placed on the sessional grid according to the following guidelines:

- Less than 3.0 full-course equivalent teaching experience, no Ph.D = Step 1
- 3.0-9.0 full-course equivalent teaching experience, no Ph.D = Step 2
- 9.00 full-course equivalent teaching experience or more, no Ph.D=Step 3
- First-time teaching with Ph.D=Step 4
- 3.0-9.0 full-course equivalent teaching experience, with Ph.D=Step 5
- 9.0 full-course equivalent teaching experience or more, with Ph.D=Step 6

Sessional Appointee Salary Grid

Step	2012/2013	2013/2014	2014/2015
1	32980	33805	34650
2	33688	34530	35393
3	34437	35298	36180
4	35165	36044	36945
5	35893	36790	37710
6	36621	37537	38475
7	37350	38284	39241
8	38078	39030	40006
9	38807	39777	40771
10	39534	40522	41535

3.3 Faculty Allowance

3.3.1 The annual Faculty Allowance for limited term, probationary, and tenured faculty will be increased 5% in each year of this agreement:

Year 2012/13	1680
Year 2013/14	1764
Year 2014/15	1852

3.3.2 An annual allowance of up to \$1,200 shall be available, on a pre-approved basis, to Program Sessional members, to offset costs of materials, equipment or pedagogical or research-related expenses incurred in the fulfilment of the member’s program responsibilities. The allowance available shall draw on a fund, administered by the Dean of the Faculty of Arts and Social Sciences and the Dean of Theology, and shall require the approval of the Dean and of the Chair or Coordinator of the relevant program, or, in the case where there is no Chair or Coordinator, consultation by the relevant Dean with the faculty members active in the Program.

3.4 Overload stipend

3.4.1 Members of the HUCFA, Assistant Professor and above, required to teach more than the normal teaching workload as defined in 1.2.1 during the September – May academic year shall be paid a minimum overload stipend of \$4,000 per half course or be given an equivalent course-load reduction the following academic year.

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PART IV: PROCESS

4. DECISION PROCEDURE

4.1. The College decision procedure will be the following:

4.1.2 Faculty Members submit curriculum vitae updates by March 31; 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.

4.2.3 Salaries for members of the HUCFA will be calculated on the basis of the grid outlined in 3 above and reported to the President of the HUCFA.

4.2.4 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 HUC will not be required.

4.2.5 The Dean will inform each faculty member of the outcome of the Dean's annual evaluation of faculty performance (see APPENDIX F: Standards Document).

4.2.6 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 F: 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 F: Standards Document).

4.2.7 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.

4.2.8 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.

4.2.9 The foregoing provisions shall not apply to supersede "red circle" or other such special arrangements made between individual faculty members and the College at the time when the faculty member is laying down an office or position at or in connection with Huron University College.

5. **BENEFITS**

5.1 The Benefits Committee of Huron University College is tasked with the review of the following benefits policies of concern to HUCFA members.

- Post-retirement benefits
- Better Dental and vision benefits
- Better Parental leave benefits

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

6. **DISPUTE RESOLUTION**

6.1 Any disputes arising from the administration of this Agreement including but not limited to those listed below must be settled by the procedures set out in 6.2:

- Denial of a full or part step increment;
- Other differences between the parties to the Agreement arising from the interpretation, application, administration, or alleged violation of the Agreement.

6.2 The parties agree to encourage the prompt and amicable resolution of disagreements arising from the administration of this Agreement, by agreeing to the following steps.

- **Step 1.**

It is understood that the usual means of resolving differences is an informal process in which any complaint, dispute, or disagreement may be presented and discussed informally between the Dean/Principal and any faculty member and/or the HUCFA. It is understood that these usual means shall include a written submission stating the nature of the complaint and the remedy sought.

- **Step 2.**

- a. An appeal may be initiated by the Executive of the HUCFA or a member of the HUCFA when all the usual means of settling a difference up to and including referring the matter to the Principal, or his/her designate, have been exhausted. Written notice of the appeal, stating the issue or issues under appeal and giving detailed reasons for the appeal must be sent to the Principal. The Principal will strike an ad hoc Dispute Resolution Committee within 30 days of receipt of the notice of appeal. The Committee will consist of two persons appointed by the Principal, 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 community and may be a person who has proven experience of dispute resolution in other contexts.

b. The findings of the Dispute Resolution Committee will be presented to the Principal and to the President of the HUCFA and to the individual appellant in a case initiated by an individual. The Principal and the President of the HUCFA or the Principal and the appellant will meet to fashion a resolution of the dispute.

- **Step 3.** If no resolution can be found, the matter will be referred to binding arbitration. The arbitrator will be selected by agreement between the two parties.

6.3 Any costs arising from any of the Dispute Resolution process shall be borne equally by Huron University College and the Huron University College Faculty Association. In the case of an appeal initiated by an individual, the HUCFA reserves the right, in exceptional circumstances, to decline binding arbitration. The individual may still proceed to binding arbitration with the cost of the arbitration borne equally by Huron University College and the individual appellant.

Agreed and Signed by:

DATE

Dr. David Blair, President
Huron University College Faculty Association

DATE

Mr. Timothy Duncanson, Chair
Huron University College Executive Board