

**AGREEMENT BETWEEN  
THE HURON UNIVERSITY COLLEGE FACULTY ASSOCIATION (HUCFA)  
AND  
HURON UNIVERSITY COLLEGE EXECUTIVE BOARD  
May 1, 2015 to April 30, 2018**

**PREAMBLE**

0.1 The Agreement is of three years' duration, May 1, 2015 to April 30, 2018. 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 Agreement will be included as an appendix to the Agreement.

0.3 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.

0.4 Neither the employer nor HUCFA shall introduce, implement, or enforce any policy that is inconsistent with or violates this Agreement, as referenced in 0.2 above.

**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 Applying principles of fairness and equity, where individual faculty members are required by the demands of a program to take on reading courses, the faculty member shall be provided with a monetary recompense of \$1,500 per course. Faculty members shall have the right to refuse reading courses.

1.1.9 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.

**1.1.10 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 FOR FULL-TIME, LIMITED TERM, TENURE STREAM FACULTY

1.2.1 The normal teaching workload of a full-time, 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.

1.2.2 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 through April. With regard to the scheduling of teaching, as it relates to the other responsibilities of faculty members, the parties to this Agreement undertake to meet to develop by May 1, 2016 terms and language that are acceptable to both parties. In the interim, the language of 1.2.2 of the Agreement dated May 1, 2012 is in effect (see below). Changes to the suggested timeline shall be agreed upon by both parties. Once agreed upon, the terms and language will be written into this Agreement and take effect as of May 1, 2016.

(1.2.2. from May 1, 2012 Agreement: 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 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.

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 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 1.1.7, 1.1.8, and 1.1.9 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 Parties share an interest in maintaining the 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 the HUCFA to secure release time for faculty in order to further the work of the Association.

- a. 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 the HUCFA. The HUCFA undertakes to inform the Deans of each Faculty by May 1 of its intentions for the following academic year respecting both purchase and division of release time.
- b. The 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 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. With regard to regular teaching load, stipend, and allowance for Chairs, Directors, and Coordinators, the parties to this agreement undertake to meet to develop by 1 May 2016 terms and language that are acceptable to both parties. The terms and language agreed to shall be retroactive to 1 May 2015. In the interim, the terms of section 1.3.3 of the 2012-2015 agreement will remain in effect.

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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.

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. Sabbatical leaves are necessary to provide sufficient uninterrupted time for research and/or professional and creative activities.

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 Effective 2015-16, 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.

1.4.7 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.

1.4.8 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 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.

1.4.9 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 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 Executive Board.

1.4.10 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.

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.

1.4.11 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.

1.4.12 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.

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

1.4.14 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.

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## **1.5 REDUCED TEACHING FOR TENURED FACULTY**

**1.5.1** Full-time tenured faculty members may apply for a reduced teaching load. Approval can only be granted by the HUC Executive Board, and only then following the recommendation of the faculty member's Department Chair, Faculty Dean and Principal of the College.

**1.5.2** An application for a reduced teaching load must be submitted to the faculty member's Dean by 1 January, 8 months prior to the start of the academic year in which the reduced teaching load will be in effect.

**1.5.3** 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.

**1.5.4** 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.

**1.5.5** 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.

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**PART II: WORKLOAD AND CONDITIONS FOR PROGRAM SESSIONAL AND PER-COURSE CONTRACT APPOINTEES**

**2.1 Seniority for Program Sessional and Per-Course Contract Appointees**

**2.1.1 Seniority shall be accrued on an institution-wide basis. A Program Sessional or Per-Course Contract member shall begin accruing seniority from the date of hire.**

**2.1.2 Seniority shall be calculated in the following manner: for each half-course taught, the member shall receive 0.5 seniority point; 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.**

**2.1.3 Seniority is retained for a period of three years following the termination of the last contract, after which seniority expires.**

**2.1.4 The employer shall maintain a seniority list, beginning with the 2014-15 academic year, which includes a member's acquired seniority points and the member's current employment status at Huron University College. This list shall be updated at the beginning of each academic term and shall be communicated to the association one month later.**

**2.2 Right of First Refusal**

**2.2.1 Upon satisfactory completion of contracted work according to 2.3 for Program Sessional appointees and 2.4 for Per-Course Contract appointees, the HUCFA member has the right of first refusal for any contract for which the member is qualified by virtue of having already taught the course successfully at Huron at least once before. Unless the Chair of the relevant department and the Dean of the relevant faculty agree that the performance has been unsatisfactory, effective 2016-17, the Dean or designate shall award first refusal status to the member.**

**2.2.2 If more than one member exercises their right of first refusal to a 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 Huron's principles of equity and diversity.**

## 2.3 Program Sessional Appointments

2.3.1 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 in this form rather than a Per-Course Contract or Probationary appointment.

2.3.2 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.

2.3.3 3–3–No End Contract: Program Sessional appointees will be appointed for one three-year term under the first contract, renewable on favourable performance reviews and recommendation by the Chair, or Coordinator if appropriate 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 contract without an ending date, provided there is ongoing program need, as confirmed by the Dean every three years. Any member who has begun 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.

2.3.4 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 the PhD.

2.3.5 A maximum of three years spent at Huron University College on Sessional or Program 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.

## 2.4 Per-Course Contract Academic Staff

2.4.1 A Per-Course Contract Academic appointment is a contract made only in case where, in a given year, aggregations of 0.5 to 3.0 courses are assigned to a single individual from a pool of part-time vacancies, or for the purposes of leave replacement. A Per-Course Contract Academic appointment will be at a 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 the PhD.

2.4.2 Duties of Per-Course Contract Academic appointees are limited to the teaching of the 0.5–3.0 contracted courses.

**2.4.3 Any Per-Course Academic Contract requiring an appointee to teach an identical constellation of 3.0 courses or more may be renewed at most twice consecutively. If such a contract is required for a third consecutive year, a Program Sessional appointment shall be created in its place.**

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### PART III: SALARIES

#### 3.1 Salaries for Assistant, Associate and Full Professors; Program Sessional Appointees, and Per-Course Contract Appointees

The Agreement between HUCFA and the HUC Executive Board for salaries is in effect from May, 1, 2015 to April 30, 2018.

3.1.1 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.

#### 3.2 Salaries for Assistant, Associate, and Full Professors

3.2.1 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 5.6).

3.2.2.1 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: the ceiling of the Associate Professor rank is step 17, and that of the Full Professor rank is step 23.

3.2.2.2 Salary increases for the period May 1, 2015 to April 30, 2018 are as follows:

Year 1: May 1, 2015 to April 30, 2016

- a) All eligible members of faculty move one step on the salary grid.
- b) A scale factor of 2.25 % will be applied to the dollar values of the existing (2014–2015) grid.

	Assistant	Associate	Full
Floor	73399	91536	91536
Ceiling	91536	132992	148538
Step Value	2591	2591	2591

Year 2: May 1, 2016 to April 30, 2017

- a) All eligible members of faculty move one step on the salary grid.
- b) A scale factor of 2.25% will be applied to all dollar values in the 2015–2016 year.

	Assistant	Associate	Full
Floor	75050	93593	93593
Ceiling	93593	135977	151871
Step Value	2649	2649	2649

Year 3: May 1, 2017 to April 30, 2018

- a) All eligible members of faculty move one step on the salary grid.
- b) A scale factor of 2.25% will be applied to all dollar values in the 2016–2017 year.

	Assistant	Associate	Full
Floor	76739	95702	95702
Ceiling	95702	139046	155300
Step Value	2709	2709	2709

3.2.2.3 Save as provided in Appendix A, attached hereto, salary at the Associate Professor rank is capped at grid step 17 in each of the respective years of this agreement.

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

3.2.2.5 The procedure for determining individual salaries during the term of this agreement is set out in 5 below.

3.2.2.6 Each grid step corresponds to one year. Meeting the condition stipulated in 3.2.1, 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 3.2.2.9 a–d.

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

3.2.2.8 All full-time faculty members of the HUCFA 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 A.

3.2.2.9 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 2015–2018

	2.25%			2.25%			2.25%	
	15/16			16/17			17/18	
Step	Assistant	Associate/Full	Step	Assistant	Associate/Full	Step	Assistant	Associate/Full
1	73399	91536	1	75050	93593	1	76739	95702
2	75990	94127	2	77699	96242	2	79448	98411
3	78581	96718	3	80348	98891	3	82157	101120
4	81172	99309	4	82997	101540	4	84866	103829
5	83763	101900	5	85646	104189	5	87575	106538
6	86354	104491	6	88295	106838	6	90284	109247
7	88945	107082	7	90944	109487	7	92993	111956
8	91536	109673	8	93593	112136	8	95702	114665
9		112264	9		114785	9		117374
10		114855	10		117434	10		120083
11		117446	11		120083	11		122792
12		120037	12		122732	12		125501
13		122628	13		125381	13		128210
14		125219	14		128030	14		130919
15		127810	15		130679	15		133628
16		130401	16		133328	16		136337
17	New Cap	132992	17		135977	17		139046
18		135583	18		138626	18		141755
19		138174	19		141275	19		144464
20		140765	20		143924	20		147173
21		143356	21		146573	21		149882
22		145947	22		149222	22		152591
23		148538	23		151871	23		155300
	STEP VALUE	2591			2649			2709

- 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 standard<sup>1</sup>
- 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.

<sup>1</sup> 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 D).

- 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.<sup>2</sup> Above average performance in one area,<sup>3</sup> 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.

### 3.3 Program Sessional Appointees

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

3.3.2 Salary increases for the period August 1, 2015 to April 30, 2018 are as follows:

Year 1: August 1, 2015 to April 30, 2016

- a) All eligible sessional appointees move one step on the salary grid.
- b) A scale factor of 5.0% will be applied to all dollar values in the existing (2014–2015) grid.

	Program Sessional
Floor	36383
Ceiling	48428
Step Value	803

Year 2: August 1, 2016 to April 30, 2017

- a) All eligible Program Sessional appointees move one step on the salary grid.
- b) A scale factor of 5.0% will be applied to all dollar values in the 2015–2016 year.

	Program Sessional
Floor	38202
Ceiling	50847
Step Value	843

<sup>2</sup> Same as footnote 1

<sup>3</sup> 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 D).

Year 3: August 1, 2017 to April 30, 2018

- a) All eligible Program Sessional appointees move one step on the salary grid.
- b) A scale factor of 5.0% will be applied to all dollar values in 2016–2017 year.

	Program Sessional
Floor	40112
Ceiling	53387
Step Value	885

3.3.3 First-time Program Sessional appointments will typically be placed on the Program 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

**Program Sessional Appointee Salary Grid**

	5%	5%	5%
	15/16	16/17	17/18
Step	Program Sessional	Program Sessional	Program Sessional
1	36383	38202	40112
2	37186	39045	40997
3	37989	39888	41882
4	38792	40731	42767
5	39595	41574	43652
6	40398	42417	44537
7	41201	43260	45422
8	42004	44103	46307
9	42807	44946	47192
10	43610	45789	48077
11	44413	46632	48962
12	45216	47475	49847
13	46019	48318	50732
14	46822	49161	51617
15	47625	50004	52502
16	48428	50847	53387
STEP VALUE	803	843	885



### 3.4 Per-Course Contract Members

3.4.1 The salary grid for Per-Course Contract members is defined over steps 1 through 5, as defined in 3.4.3.

3.4.1.1 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.

3.4.1.2 The Per-Course Contract teaching staff advances one step in the salary grid only when the conditions stipulated in 3.4.3 are met; automatic annual advancement of the grid step is not available.

3.4.2 Salary increases for the period August 1, 2015 to April 30, 2018 are as follows:

Year 1: August 1, 2015 to April 30, 2016

A one-time increase of \$1200 will be applied to all 2014-15 Per-Course Contract base salaries.

	Per-Course Contract
Floor	12000
Ceiling	13600
Step Value	400

Year 2: August 1, 2016 to April 30, 2017

A scale factor of 5.0% will be applied to all dollar values in the 2015–2016.

	Per-Course Contract
Floor	12600
Ceiling	14280
Step Value	420

Year 3: Sept 1, 2017 to April 30, 2018

A scale factor of 5.0% will be applied to all dollar values in 2016–2017 year.

	Per-Course Contract
Floor	13230
Ceiling	14994
Step Value	441

**3.4.3 First-time Per-Course Contract appointments will typically be placed on the Per-Course Contract 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  
Ab.D or Ph.D without less than 3.0 full course equivalent teaching experience = Step 3
- 3.0-9.0 full-course equivalent teaching experience, with Ph.D = Step 4
- 9.0 full-course equivalent teaching experience or more, with Ph.D = Step 5

**Per-Course Contract Appointee Salary Grid**

	\$1200 to 2014-15 base	5%	5%
	15/16	16/17	17/18
Step	Per 1.0 Course	Per 1.0 Course	Per 1.0 Course
1	12000	12600	13230
2	12400	13020	13671
3	12800	13440	14112
4	13200	13860	14553
5	13600	14280	14994
STEP VALUE	400	420	441

**3.4.4 The HUCFA and the employer agree that any Per-Course Contract member who would suffer a per-course pay reduction as a result of this Agreement will be grandparented at a per-course rate not lower than their rate as of April 30, 2015.**

**3.5 Faculty Allowance**

**3.5.1 The annual Faculty Allowance for limited term, probationary, and tenured faculty will be increased 4% each year of the Agreement according to the following table:**

2015/16	1926
2016/17	2003
2017/18	2083

**3.5.2 An annual allowance of up to \$1300 shall be available, on a pre-approved basis, to Program Sessional and Per-Course Contract 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.

### 3.6 Overload stipend

3.6.1 Members of the HUCFA, Assistant Professor and above, required to teach more than the normal teaching workload as defined in 1.2.1 and 2.3.2 during the September – May academic year shall be paid an overload stipend of step 1 of that year's Per-Course Contract rate for each course or be given an equivalent course-load reduction the following academic year.

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**PART IV: RESEARCH AND CONFERENCE EXPENSE REIMBURSEMENT FUNDS**

4.1 Starting with the 2015-16 baseline amount of \$55,000, the employer's contribution to the Faculty of Arts and Social Science research and conference expense reimbursement fund shall increase 2.25% in each of the subsequent years of this Agreement: \$56,375 in the second year of this agreement and \$57,643 in the third year of this Agreement.

4.2 Starting with the 2015-16 baseline amount of \$12,000, the employer's contribution to the Faculty of Theology research and conference expense reimbursement fund shall increase 2.25% in each of the subsequent years of this Agreement: \$12,270 in the second year of this agreement and \$12,546 in the third year of this Agreement.

4.3 The employer shall make a pilot fund of \$20,000 available in each of the three years of this Agreement. This fund shall be administered jointly by the two Deans (of FASS and the Faculty of Theology) and two representatives selected by HUCFA. The Terms of Reference for the committee that will administer these funds will be determined by the committee in its first year. 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. The success of this pilot fund will be evaluated at the end of this three-year Agreement.

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## PART V: PROCESS

### 5 DECISION PROCEDURE

5.1 The College decision procedure will be the following:

5.2 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.

5.3 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.

5.4 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.

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

5.6 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 D: 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 D: Standards Document).

5.7 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.

5.8 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.

5.9 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.

## PART VI: BENEFITS

6.1 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

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

### 6.2 PREGNANCY/PARENTAL/ADOPTION LEAVE

#### 6.2.1 Pregnancy Leave

6.2.2 Pregnancy leave is granted in accordance with the provisions of the Employment Standards Act of Ontario

#### 6.2.3 Supplemental Benefit Plan

a) 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.

b) To qualify for this benefit the employee must make application and qualify for Employment Insurance maternity benefits.

6.2.4 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.

#### 6.2.5 Parental/Adoption Leave

6.2.6 Parental/Adoption leave is granted in accordance with the provisions of the Employment Standards Act of Ontario.

#### 6.2.7 Supplemental Benefit Plan

a) 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 thirty-five (35) weeks if the member has also taken Pregnancy Leave, or of up to thirty-seven (37) 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 fifty-two (52) weeks after the day the child is born or first comes into the care or custody of the adoptive parent(s)

b) 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 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.

c) To qualify for this benefit the employee must make application and qualify for Employment Insurance parental benefits.

d) 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).

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## PART VII: GRIEVANCE AND ARBITRATION

### General

- 7.1 There shall be no discrimination, harassment or coercion, of any kind, practised against any person involved in these procedures, or against any employee who elects not to pursue a grievance.
- 7.1.2 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 7.1.3 – 7.7.7:
- Denial of a full or part step increment
- 7.1.3 The parties agree to make every reasonable effort to settle all grievances in a prompt, just and equitable manner.
- 7.1.4 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.
- 7.1.5 On request of either the 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.

### Definitions

- 7.2.1 (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 the HUCFA or the employer. The 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.
- 7.2.2 **Types of Grievance:**
- (a) an individual grievance is a grievance initiated by the HUCFA on behalf of an individual member;
- (b) a group grievance is a grievance initiated by the HUCFA on behalf of a group of members;
- (c) a policy grievance is a grievance by the 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 the HUCFA.
- (e) an employer grievance is one initiated with regard to actions taken by a member of the HUCFA or by the association as a body.



## Time Limits

- 7.3.1 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.
- 7.3.2 (a) 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.
- (b) 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.
- (c) 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

- 7.4 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.

## Termination of Employment

- 7.5 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, the HUCFA shall have the right to take a dispute directly to arbitration.
- 7.5.1 In cases involving the termination of employment for reasons other than academic ones (teaching, research, service), the HUCFA shall have the right to take a dispute directly to arbitration.
- 7.5.2 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.

## Grievance Procedure

- 7.6 A grievance shall be in writing signed by a representative from the 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.
- 7.6.1 No later than 10 working days following the receipt of the grievance, the employer's representative shall meet with the HUCFA representative and any member affected. The parties shall make every reasonable attempt to resolve the grievance.
- 7.6.2 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 10 working days of the meeting at which the settlement was reached.
- 7.6.3 In the event that the HUCFA representative and the employer's representative cannot resolve the grievance within 10 working days of the meeting(s) specified in 7.6.1, the reasons shall be documented and made available to both parties.
- 7.6.4 If the grievance is not resolved at the meeting(s) held under article 7.6.1, none of the information exchanged in the context of the meeting(s) can be brought forward as evidence in any subsequent arbitration.
- 7.6.5 Either party may, within 15 working days of receipt of the response specified in 7.6.3, request in writing that an ad hoc Dispute Resolution Committee be formed and that it hold a dispute resolution committee meeting within 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 community and may be a person who has proven experience of dispute resolution in other contexts.
- 7.6.6 In the event that the ad hoc Dispute Resolution Committee cannot resolve the grievance within 10 working days of the meeting of the Dispute Resolution Committee, the Chair shall inform the parties in writing that the matter remains un-resolved.
- 7.6.7 If the grievance is not resolved at the meeting(s) held under article 7.6.5, none of the information exchanged in the context of the meeting(s) can be brought forward as evidence in any subsequent arbitration.


#### Arbitration

- 7.7 Either party may, within 15 working days of receipt of the written notification or date by which it was to be received as specified in 7.6.6, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- 7.7.1 The arbitrator will be selected by agreement between the two parties.
- 7.7.2 The arbitrator shall have the duty and power to adjudicate all matters in dispute.

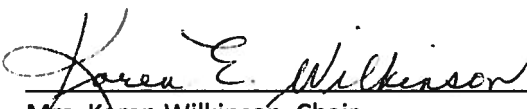
- 7.7.3 The arbitrator shall proceed with all dispatch with the inquiry into the grievance, and in accordance with such procedures and mode of proof that the arbitrator deems appropriate.
- 7.7.4 The arbitrator shall have jurisdiction to award such remedy or remedies as the arbitrator deems appropriate; however the award shall not be inconsistent with the terms of this Agreement.
- 7.7.5 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.
- 7.7.6 The arbitrator shall not have the power to alter, add to modify, or amend the Agreement in any respect whatsoever.
- 7.7.7 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.

Agreed and Signed by:

May 7, 2015  
DATE

  
Dr. Gary Badcock, President  
Huron University College Faculty Association

May 7, 2015  
DATE

  
Mrs. Karen Wilkinson, Chair  
Huron University College Executive Board

## APPENDIX B

### Huron University College Intellectual Property Rights Policy

#### 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.

#### 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.

## **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.

#### **3.1.1**

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.

#### **3.1.2.**

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.

#### **3.1.3.**

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.

### **3.2**

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.

### **3.3**

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.

## **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.

## 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.

## 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 rights<sup>1</sup>.

### 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.

## 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 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.<sup>1</sup> 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.

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APPENDIX C  
Academic Freedom

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.

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APPENDIX D  
STANDARDS DOCUMENT  
Report of the Standards  
Committee Issued: May 1, 1990

[Established by the HCFA Agreement]

**I. 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 composed 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:

1. the "minimum acceptable standard" of performance in teaching and student counselling;
2. the "overall minimum acceptable standard" in the combined performance areas of teaching and student counseling, community service, and scholarship/instructional development; and
3. "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 of 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:

1. 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;
2. 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);
3. 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;
4. 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,
  - a. 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);
    - i. to draw to the attention of the faculty member the fact that the score(s) is (ore) below 3; and
    - ii. 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
  - b. 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 10.2 or higher.

5. that in implementing Section 3.1.12 of the Agreement

- a. 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".
- b. 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

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