



COLLECTIVE AGREEMENT

Between

King's University College

and

King's University College Faculty Association (KUCFA)

May 1st, 2020 to April 30th, 2022

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1. **THE PURPOSE AND GENERAL PRINCIPLES OF THIS DOCUMENT**

This document is the Collective Agreement between King's University College, the "Employer", and the King's University College Faculty Association (hereafter referred to as the Collective Agreement). It provides the regulations and procedures governing the terms and conditions of employment for Full-Time Faculty and Limited Term Appointments (LTA's). "Full-Time Faculty" is defined as all academic staff holding tenure or tenure-track positions or limited term appointments employed by King's University College in and out of the City of London save and except employees holding the position of Principal, Vice Principal Academic Dean (VPAD), and Associate Academic Dean – Academic and Research.

The terms and conditions of employment in this document are applicable to persons holding LTA's, except where reference to the term "Full-Time Faculty" is made. For further clarity and summary, specific provisions applicable to LTA's are outlined in Appendix F.

All regulations and procedures in this document are intended to conform to the general principles noted in clauses 1.1 to 1.10.

1.1 **Shared Mission**

The parties agree that the regulations and procedures in this document are intended to further the Mission of King's University College. All parties are to recognize and respect the Catholic identity of King's University College.

1.2 **Natural Justice**

In the implementation of regulations and procedures called for in this document, all committees, commissions and similar bodies will be established and will function in such a manner that respects the principles and rules of natural justice. Particular care will be given to avoid possible conflicts of interest. Whenever evidence is to be given or taken, every effort will be made to guarantee that the parties in the case will have full access to all evidence, and a full opportunity to comment on all evidence.

1.3 **Academic Freedom**

The common good of society depends upon the search for knowledge and its free exposition. Academic Freedom is recognized by both parties as essential to the life and functioning of the University as an institution of higher learning and as a centre for research and scholarship. Academic freedom does not imply neutrality on the part of the individual. Rather, it is academic freedom that makes commitment possible. The right to academic freedom carries with

it the duty to use that freedom in a responsible way in the instruction of students, in the production of scholarly work, and the efficient functioning of the College. All Faculty have a responsibility to promote or at least respect the Catholic identity of the College.

All Faculty Members are entitled: to carry out **their** research and publish its results; to teach, to employ a pedagogical style of their choice; to be creative; to select, acquire, disseminate, and use documents of their choice in the exercise of their professional activities; and to criticize the University and the Association in a responsible way, irrespective of any prescribed doctrine and free from any and all institutional censorship. Faculty Members shall not be hindered or impeded in any way by the Employer or the Faculty Association in exercising their contractual rights as members of the College community or legal rights as citizens of the community at large, nor shall they suffer any penalties because of the exercise of such legal rights. Finally, Faculty Members have the right to cite affiliation with and title at King's University College when exercising their rights of action or expression. Faculty Members shall, however, endeavour to ensure that their actions or expressions are not interpreted as representing the official position of King's University College.

1.4 **Collegial Governance**

Collegial governance is essential to the Mission of King's University College and is a necessary element in the strategy to realize the Vision for the College. The parties acknowledge the existing rights, privileges, and responsibilities of Faculty Members to participate in the formulation and/or recommendation of policy within the governance structures of the College.

1.5 **Transparent Governance**

Transparent governance encourages collegiality and academic freedom, helps ensure accountability and responsibility, and protects fairness and due process.

Subject to the provisions of clause 1.6, the Parties agree that the governance of King's University College will be open and transparent. Transparency shall extend to matters before the Board of Directors, College Council, Faculty Council, and the meetings of standing committees and subcommittees. Open and transparent process includes but is not limited to the provision of:

- (a) copies of the line budget and expenditure report;
- (b) archival documents in accordance with the relevant legislation governing federal archives;

- (c) the opportunity for full participation by the Faculty in major planning exercises;
- (d) public access to debates and decisions; and
- (e) access by a member to any file containing confidential and personal information about that member

1.6 **The Right to Privacy**

The parties both acknowledge the importance of the right to privacy of individuals in their personal and professional capacities. It is agreed that all the parties bound by this document shall refrain from acting in ways that could have been reasonably foreseen to be understood as an invasion of privacy. The Employer and the Association shall make every reasonable effort to protect confidential and personal data of all kinds (files, electronic correspondence, etc.), and shall release that information only where it is required by law or with the express permission of the member.

Thus, notwithstanding clause 1.5, it is understood that in certain circumstances decision making agents of the College will need to protect the privacy of individuals when making decisions. In such instances, all members of Faculty, administration, and students who are members of any committee mandated under this agreement shall respect the confidentiality of the committee's deliberations, consultations, and any other relevant committee activities and proceedings. This constraint shall also apply to all other individuals who may from time to time be required to appear before or otherwise be involved in proceedings of any such committee in the capacity of consultant, counsel of an academic colleague, witness, or party.

As the use of anonymous material can be a breach of procedural fairness, it is agreed that there shall be no circumstances when a decision affecting the legal rights of a Faculty member shall be made on the basis of anonymous information. If there is an issue of protection of the party providing the information, then this would be a serious issue that would involve an external legal process.

1.7 **Past Practices**

Subject to the provisions of this agreement which may result in variances from past practices, the Parties undertake to continue to recognize existing practices not altered by this agreement with respect to terms and conditions of employment.

Past practices are those practices that are university-wide, reasonable, certain and known. The onus to show that such a practice exists rests upon the member seeking to rely upon the practice.

In all instances the terms of the Collective Agreement will prevail.

1.8 **Harassment and Discrimination**

The parties to this agreement share the commitment to the Harassment and Discrimination Policy and the Workplace Violence Policy of King's University College. The activities of the Employer and membership, as well as this document are subject to the provisions and spirit of the Harassment and Discrimination Policy and the Workplace Violence Policy of the College.

1.9 **Health and Safety**

The parties to this agreement share the commitment to the Occupational Health and Safety Policy and the Workplace Violence Policy of King's University College.

1.10 **Employment Equity**

Both parties share the commitment to revise the Employment Equity Plan of King's University College. The policies and procedures included in the Collective Agreement document must conform to the letter and spirit of the Human Rights Code of Ontario as well as the Harassment and Discrimination and the Workplace Violence Policies at King's.

In accordance with the University's general commitment to non-discrimination, as contained in Article 1, and to the principles of employment equity, the Parties recognize that particular measures are required to promote equity in the employment of Indigenous people, persons with disabilities, persons who identify as Lesbian, gay, bi-sexual, trans, or two-spirited, racialized people, and women hereinafter collectively referred to as "equity-seeking groups".

1.10.1 **Equity in Employment**

1.10.1.1 Consistent with the Employment Equity Plan of King's University College, the Parties are committed to eliminating or modifying those employment policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the appointment, retention, remuneration, and promotion of members of the equity-seeking groups.

1.10.1.2 The University agrees to maintain search procedures in academic units and sub-units which require an active search for qualified persons from the equity-seeking groups, including:

(a) advertisements which include the statement that the University is committed to employment equity and welcomes applications from qualified individuals, including persons of all genders and sexual orientations, persons with disabilities, Indigenous persons, and racialized people (this wording may be revised during the lifespan of this agreement with the approval of both parties to the agreement);

(b) providing to each chair of a Department (or equivalent) Appointment and Promotion Committee, a copy the King's University College Employment Equity Plan and the Best Practices Recruitment and Selection for Faculty which provides guidelines for fairness and equity in appointments;

(c) other such measures as authorized by the VPAD in consultation with the Chair or equivalent representative of Members of the academic unit or sub-unit, and the KUCFA Employment Equity Officer.

1.10.1.3 The Parties agree that it is desirable for the University's employee complement to change over time to reflect the evolving composition of Canadian society, including appropriate representation of the equity-seeking groups.

(a) Based on a process of self-identification, the University in conjunction with KUCFA shall maintain an ongoing employee data base to identify membership in the equity-seeking groups.

1.10.2 **Accommodations for Members with Disabilities**

If funds are required to pay for services, equipment or other accommodations for a Member with disabilities, the Member shall make a written request to the Director of Human Resources, with the involvement of the VPAD as necessary. This request shall list the type of accommodation required, and its intended purpose. The University shall review such requests, and these requests shall not be unreasonably denied, but will not create undue hardship on the College. The Member has a right to include a member of the King's University College Faculty Association of **their** choosing, in any discussions.

1.11 **Procedures for Negotiation**

The following information will be provided not later than December 15th in each bargaining year, or as early as it is available.

- (a) The College will make available to the Collective Bargaining Committee of Faculty Association, for information purposes only, the following data:
- (i) The annual audited financial statements of the College for its most recent fiscal year.
 - (ii) The Annual budget of the College for its current year as it has been adopted by the Board. (For greater clarity, it is understood that this is not intended to include the detailed working documents which may support the information contained in such budget.)
 - (iii) The StatsCan data on average salaries for Associate Professors within Southwestern Ontario universities.
 - (iv) Average salaries of Full-Time Faculty members grouped by department and rank will be disclosed to the Collective Bargaining Committee of Faculty Association, unless such disclosure would state the salary of an individual Faculty member. The data will provide the following: median salary by rank; standard deviation; number of faculty at each rank; and number of faculty teaching course overloads in each rank.
 - (v) Such additional material information as has been previously presented to the Board and as may be pertinent to discussions relating to Faculty salaries.
- (b) The Faculty Association agrees to provide salary information for Ontario universities and colleges including data received from OCUFA.
- (c) The Parties agree that a Comparison Target Group and information related to the CPI will be used to prepare proposals to be used in negotiations.

The Faculty Association and the Employee Relations Committee agree to adopt a salary target group for King's University College faculty. This target group consists of the following eight (8) institutions - University of Western Ontario, Huron University College, Brescia University College, Brock University, St. Jerome's University, Wilfrid Laurier University, University of Guelph, University of Windsor – located in southwestern Ontario, as these salaries are reported in current data from StatsCan Data, excluding all professional Faculty except Social Work. Moreover, the salary data should exclude any administrative stipends.

It is the purpose of this report, therefore, to investigate the salaries at the above named institutions in southwestern Ontario and compare them to salaries at King's University College and conclude whether or not a salary gap exists and if so, the approximate size of this salary gap. It is understood that the salary gap is not the sole determining factor during negotiations of the agreement.

In keeping with conventional practice, the inflation rate (based on the Consumer Price Index, all items) will be understood to be the average of the previous twelve monthly inflation rates (calculated on a year-over-year basis) ending in the month of October preceding annual negotiations.

1.12 **Notice to Bargain**

Either party may, within the period of ninety (90) days prior to the expiry of the Collective Agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal of the Collective Agreement.

The first meeting will be held within 15 business days of receipt of Notice to Bargain. Both parties will identify sections of the agreement that will be subject to bargaining. These documents will be exchanged at this meeting.

1.13 **Joint Consultative Committee**

1.13.1 A Joint Committee shall be established within one month of the ratification of this Collective Agreement by the Parties.

1.13.2 The Joint Committee shall be composed of four (4) representatives of the Association (named by the Association) and four (4) representatives of the University (named by the University). At least two (2) representatives of the University and two (2) Members of the Association must be present at any meeting of the Joint Committee.

1.13.3 The Joint Committee shall review matters of concern arising from the application of this Collective Agreement, excluding any dispute which is at that time being resolved under the Grievance and Arbitration procedures set out in Article 16. The Joint Committee shall attempt to foster effective communications and working relationships between the Parties and shall attempt to maintain a spirit of mutual co-operation and respect.

1.13.4 The Joint Committee shall meet once a month from September to May inclusive, and at other times as it decides. Regular meetings may be waived by agreement of both Parties.

1.13.5 The Joint Committee shall not have the power to add to, or to modify, the terms of this Collective Agreement.

2. **THE EMPLOYER**

2.1 **Recognition of Employer and Employer Management Rights**

The Faculty Association recognizes that the Employer is represented by the Board of Directors of King's University College. The Board has retained, shall possess, and may exercise or delegate all rights, functions, powers and

privileges, and authority vested in it, excepting only those matters specifically relinquished or varied by this Collective Agreement.

2.2 **Commitment to the Principles of the Document**

The Employer agrees that it has the important responsibility to exercise its management functions in a manner that upholds the general principles governing this document.

2.3 **Duty to inform Candidates of the Policies of King's University College**

The Employer shall refer all Candidates for tenure, tenure-track and LTA Academic Appointments at King's University College to College Council documents and policies, and inform them that they have the right to contact the Association for advice prior to signing any letter of offer.

2.4 **Working Conditions**

The Employer recognizes that Faculty Members cannot fulfil their academic responsibilities without the necessary facilities and support services. The Employer therefore agrees to provide Faculty Members with office and laboratory space as appropriate, and with adequate telephone, administrative, library, computing infrastructure, duplicating, technical, and other support services.

3. THE FACULTY ASSOCIATION

3.1 **Recognition of the Faculty Association**

The Employer recognizes the King's University College Faculty Association as the exclusive bargaining agent for all academic staff holding tenure or tenure-track positions or limited term appointments employed by King's University College in and out of the City of London save and except employees holding the position of Principal, Vice Principal Academic Dean (VPAD), and Associate Academic Dean – Academic and Research.

3.2 **Commitment to the Principles of the Document**

The King's University College Faculty Association agrees that it has the important responsibility to exercise its functions in a manner that uphold the general principles governing this document.

3.3 **Duty to Inform Candidates**

The Association undertakes to inform all final candidates for Academic appointments of the role and responsibilities of the King's University College

Faculty Association, and to answer any questions that final Candidates may have.

3.4 **Release Time for Full-Time Faculty**

3.4.1 The Association may purchase teaching load reductions from the Employer for its officers and/or representatives calculated at the half-course rate, to a maximum of three half-courses.

3.4.2 The Association shall normally indicate to the Employer by December 15th the names of the Faculty Members designated to receive teaching load release for a given Academic Year.

3.4.3 Such release time will be restricted to tenured Faculty and must be approved by the Department Chair, the VPAD, and the Principal. Then, if approved, members who have received teaching load reductions under the provisions of this Clause shall be deemed to have an Alternative Workload in which the proportions of Teaching, Research and Service will be adjusted. This adjustment will reflect the replacement of the teaching load reductions with Service responsibilities.

3.5 **Association Dues**

3.5.1 On behalf of the Association, the Employer shall deduct from the salary of each member the KUCFA Bargaining Unit's regular dues and/or other assessments. The Association shall notify the Employer, in writing, of the amount of its regular dues and/or other assessments, and advise the Employer thirty (30) calendar days prior to the date of effect of any change in regular dues or assessments.

3.5.2 The dues deducted under this Article shall be remitted by the fifteenth (15th) day of the month following the month of deduction and shall be accompanied by a list of the Members from whom dues have been deducted along with the amounts deducted of each Member.

3.5.3 The Association shall indemnify and save harmless the Employer from any claim made against it pursuant to the deduction or non-deduction of Association dues.

3.6 **No Strikes or Lockouts**

3.6 The Association agrees that, during the term of this Collective Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that, during the term of this Collective Agreement, it will not illegally lockout Members. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario *Labour Relations Act* (1995).

4. **OBLIGATIONS OF FACULTY**

The obligations of Faculty are in general:

4.1 **Teaching Workload**

A regular Full-Time teaching load is five (5) full-course equivalents per two sequential teaching years as specified in Appendix E: Teaching Load.

In the event that a member with six (6) years of continuous credited teaching service fails to apply for a sabbatical leave or is denied a sabbatical by the Faculty Leave Committee pursuant to clause 10.2, the member's teaching load will be three (3) full-course equivalents over the Fall/Winter terms of each academic year until such time as the member applies and is granted a sabbatical.

A regular teaching load for a member on LTA will be three (3) full-course equivalents over the Fall/Winter terms of each academic year.

The rules for the assignment of Teaching Load are designed to meet two objectives: to enhance both the teaching and research experience of Faculty, and consequently, the educational experience of their students; and to ensure that all academic units have the flexibility and resources necessary to manage their programs effectively.

4.2 **Teaching Duties**

Teaching responsibilities include the dissemination of course material and instruction of students in a manner that meets Senate approved course descriptions and academic units' course objectives, the setting, proctoring, grading, and submission of examinations and grades within the time limits set by King's University College.

4.3 **Committee Work, College Governance and Student Academic Counselling**

Faculty are expected to participate in committee work, College governance, and make a reasonable contribution to student academic counselling.

4.4 **Scholarly Research**

Faculty are expected to engage in scholarly and professional activities, such as keeping abreast of one's discipline, carrying out research, preparing work with the expectation of publication and/or teaching.

4.5 **Presence**

Faculty are expected to be available in or near London from the day after Labour Day in September to Spring Convocation in June, apart from reasonable absences for professional or vacation purposes, provided these absences do not interfere with scheduled duties.

4.6 **Other Employment: Conflict of Commitment**

4.6.1 The nature of the professional competence of some Faculty affords opportunities for the exercise of that competence outside the Faculty member's academic responsibilities, on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefits to and enhance the reputation of the College and of Faculty, the Employer agrees that Faculty may engage in part-time professional activities, paid or unpaid, provided that such activities do not conflict or interfere with the Faculty member's responsibilities to the Employer as defined in the section 4: Obligations of Faculty, subject also to the following conditions:

- (a) when a Faculty member's outside activities involve the use of the Employer's facilities, supplies and services, their use shall be subject to the prior approval of the Employer. Costs for such facilities, supplies or services shall be borne by the Faculty member at prevailing rates set by the Employer, unless the Employer agrees, in writing, to waive all or part of such costs; and
- (b) the Employer's approval of the use of the Employer's facilities shall not signify that such activities count as part of the Faculty member's fulfillment of the Obligations of Faculty.

4.6.2 If a Faculty member plans to undertake a major external activity that has the potential to interfere with the Obligations of Faculty, the Faculty member must disclose the plans and seek approval to undertake the activity in accordance with the steps set out below. The disclosure shall be in writing to the VPAD and shall include:

- (a) a description of the nature of the work;
- (b) an estimate of the time required to perform the work;
- (c) an estimate of the extent, if any, of the use of College facilities, supplies, support staff or students;
- (d) a list of any other external activities that have already been approved in that year or which are continuing from an earlier year; and

(e) an estimate of the impact the activity will have on Teaching, Research, and Service responsibilities.

4.6.3 The VPAD shall evaluate the request to determine the extent to which the activity will enhance or detract from the fulfillment of the Obligations of Faculty.

4.6.4 The VPAD shall consider the request as soon as possible and shall render a decision in writing within ten days of the receipt of the written request. If approval is denied, or offered only on conditions, the Faculty member shall be provided with reasons in writing for the decision.

4.6.5 If the planned activity would detract from the fulfillment of the Obligations of Faculty, the VPAD may require, as a condition of granting approval, that the Faculty member agree to a Leave of Absence without pay.

4.6.6 A Paid Professional Activity is an activity funded by sources other than the College which arises from the Faculty member's academic position and expertise and which confers a financial benefit.

4.6.7 Each Faculty member who engages in significant Paid Professional Activities outside the Obligations of Faculty in the previous Academic Year shall submit a Paid Activities Report as part of the Faculty member's Annual Report. The Paid Activities Report shall include:

(a) the total time involved in each Paid Professional Activity and a brief description of the activities involved; and

(b) any significant use of College resources in any Paid Professional Activity.

4.6.8 All information or reports disclosed in accord with this Article will be confidential.

4.7 **Professional Ethics**

Faculty Members shall adhere to the Guideline concerning Professional Ethics and Professional Relationships of the Canadian Association of University Teachers found in Appendix B. Faculty Members shall adhere to the Guide to the Proper Conduct of Research at King's University College (Appendix C).

5. **SALARIES AND BENEFITS FOR FULL-TIME FACULTY**

5.1 The salary and benefits settlement is presented in Appendix A.

6. APPOINTMENTS

6.1 The Authority to Appoint

Appointments to faculty positions at the College are made by the Principal, subject to verification of transcripts and the approval of the Board of Directors. Appointees and the terms of their appointment are ordinarily recommended to the Principal by the Department concerned and the VPAD, who shall consult with the Committee on Promotions and Tenure, sitting as an Appointments Committee, concerning the rank of the appointee. Should the Principal decide not to act upon the VPAD recommendation, they shall report their reasons to the Department concerned and to the VPAD.

6.1.1 Definitions

(a) "Nominal salary" means the salary that would be paid to the Faculty Member if the Faculty Member were on Full-Time workload.

(b) "Basic salary" means the salary of the Faculty Member on Workload Reduction which is the same proportion of nominal salary as the member's workload is of a Full-Time workload.

(c) "Actual salary" means the salary received by the Faculty Member on Workload Reduction, which consists of basic salary plus any adjustments made in accordance with the following provisions of this agreement.

6.2 Types of Academic Appointments

6.2.1 A "Limited Term Appointment" is a contract for a specified period of time and carries no implication that the appointee is on probation for an extended appointment.

Limited Term Full-Time appointments are restricted to functionally defined positions such as replacements for Faculty on leave, or to positions which are by their very nature limited in term, as, for example, positions funded by contract and are restricted as noted in Section 1 of this document.

6.2.2 A "Probationary Tenure Track Appointment" is one made to permit a period of mutual appraisal by both the Employer and the appointee. Such an appointment does not necessarily imply the eventual granting of tenure, but it does imply that the Employer will give serious consideration to the granting of tenure.

6.2.3 An "Appointment with Tenure" means an appointment which can be terminated by the Employer in accordance with Section 12 or by lay-off following a declaration of redundancy or financial exigency.

In university practice, tenure is a privilege earned by a period of appropriate service and achievement in the academic profession. A tenured appointment represents what the institution can do to protect the incumbent's rights to teach, to enquire critically, and to organise their programme of academic work, while immune from improper interference by the institution itself. It also ensures that Faculty who have served an institution for many years will not be dismissed without cause.

- 6.2.5 In the case of a person engaged in an academic activity which does not involve responsibility for teaching a course or half-course, but which is in some way connected with King's University College, the Employer may offer that person an honorary appointment. The appointment, including its terms, conditions, and length, shall be recommended by the appropriate department, and subject to the approval of the Committee on Promotions and Tenure, the VPAD, and the Principal.

It is understood that none of the provisions of the document King's University College and KUCFA Collective Agreement apply to such an appointment, and that renewal and/or termination are at the discretion of the Employer. It is further understood that the recipient of such an appointment is not entitled to any of the benefits and privileges enjoyed by Full-Time or part-time Faculty which may be specified in other documents of the College, unless provided for in the terms of appointment.

6.2.6 **Cross-appointments**

A cross-appointment shall be made where the interests and abilities of a Faculty Member are coincident with the needs and goals and objectives of one Department and another Department or Program. A cross-appointment shall facilitate extensive involvement of a Faculty Member in a broad range of activities in a second Department or Program. Departments and Programs have the right to reject a cross-appointment when the majority of the permanent Faculty Members of that Department or Program determine that such an appointment is not in the interest of the Department

6.2.6.1 **Terms of Cross-Appointments**

Cross-appointments will be made on the following grounds:

- (a) The Faculty Member shall hold a Full-Time probationary or tenured appointment;
- (b) The consideration of the establishment of a cross-appointment may be initiated by a Department as a whole, or the VPAD. A cross-

appointment shall not be made without the explicit agreement of the Departments/Programs concerned;

- (c) The division of Faculty effort and budgetary funds and the commitment of research facilities, equipment, and financial support must be agreed to by the Faculty Member, the Department/Program Chairpersons, and the VPAD and set out in their Letter of Appointment;
- (d) The nature of the terms of the cross-appointment will be reviewed at the request of either the Faculty Member, or the Department Chairperson or School Director or VPAD; and
- (e) In the event that one of the other Departments/Programs is deemed redundant or terminated according to sections 14 and 15, the Faculty Member shall automatically become a full member of the other department/program.

6.2.6.2 In regard to all evaluations, annual reports, reviews for promotion and tenure, each Department/Program will report directly and independently to the VPAD or the Promotion and Tenure Committee as appropriate.

6.2.7 **Reduced Responsibility Appointment for Full-Time Faculty**

A "Reduced Responsibility Appointment" is one in which an individual Faculty Member's current appointment is reduced from regular Full-Time to less than Full-Time for a specified period of time not exceeding two years but subject to approved renewal. Reduced Responsibility will not normally be less than 50% of normal workload.

6.2.7.1 Under Reduced Responsibility, a Faculty Member is expected to maintain an active involvement in teaching, research, and service. However, under exceptional circumstances, consideration may be given to an alteration in the balance among the three components.

6.2.7.2 All Full-Time tenured and probationary Faculty Members are eligible to apply for a Reduced Responsibility Appointment. Full-time Members who are at least 55 years of age and have completed at least 10 years of pensionable service at King's University College may choose to be considered for a Pre-Retirement Work Load Reduction Appointment (see clause 6.3).

6.2.7.3 In the case of probationary members, if a 50% reduction has occurred for two years, the probationary period for tenure will be extended by one year (e.g., from six to seven years). It is the responsibility of the Faculty Member to request such an extension through the Department Chairperson and the VPAD no later than the beginning of the second year of 50% reduced responsibility.

- 6.2.7.4 The level of salary will be pro-rated to reflect the proportion of Reduced Responsibility to Full-Time responsibility.
- 6.2.7.5 Salary increases will occur *pro rata* based on the relationship as in clause 6.2.7.4 above. Salary payments will continue to be made on a monthly basis over twelve months.
- 6.2.7.6 Prevailing arrangements for all benefits shall be maintained based on the nominal salary level as per clause 6.1.1
- 6.2.7.7 Under Reduced Responsibility, sabbatical entitlement will continue as if the Faculty Member was in Full-Time status, but sabbatical salary and benefits will be prorated as in clause 6.2.7.4 above.
- 6.2.7.8 Faculty on Reduced Responsibility will be eligible for consideration for promotion.
- 6.2.7.9 Reduced Responsibility will normally be granted under conditions to be negotiated through the Department Chairperson with the VPAD.
- 6.2.7.10 Details of the final Reduced Responsibility arrangements, including extensions to the probationary period, will be confirmed in writing and signed by the applicant, Department Chairperson, and VPAD.
- 6.2.7.11 Should the VPAD and Department Chairperson approve the application, it will be forwarded to the Principal for final approval.
- 6.2.7.12 Requests for revised Reduced Responsibility arrangements must follow the foregoing procedures.
- 6.3 **Pre-Retirement Reduced Work Load Appointment For Full-Time Faculty**
- 6.3.1 To be eligible to apply for a Pre-Retirement Work Load Reduction Appointment, a Faculty Member must be at least 55 years of age and have completed at least 10 years of pensionable service at King's University College as of the proposed date of commencement of Reduced Load Status, which must be on July 1st. Application for a reduced work load arrangement will be made by July 1st of the year prior to the proposed commencement date so as to facilitate planning within departments. The application will include the proposed work load reduction and the retirement date subject to clause 6.3.3 below. Once approved, the work load reduction is irrevocable and retirement date may not be extended. Participation in a pre-retirement reduced work load arrangement excludes the member from participation in the Phased Retirement Plan outlined in clause 6.4 below.

- 6.3.2 Subject to the eligibility requirements set out in clause 6.3.1 above, the Faculty member may apply for a 20%, 40% or 60% reduction in teaching load which will be applied over the two-year teaching load cycle ensuring that the minimum teaching load is 1 full course or equivalent in each year. If the pre-retirement reduced load period results in an odd number of years, the last year's reduction will be applied to the regular teaching load and rounded to the nearest half course subject to the minimum one course requirement. The work load for each year of the phased reduction shall be set prior to the first year of the phased retirement reduction.
- 6.3.3 The pre-retirement reduced work load arrangement will be limited to a maximum of 10 academic years and must end no later than July 1st following the member's 69th birthday.
- 6.3.4 Applications shall be submitted to the VPAD of King's University College. After consultation with the appropriate Department Chairperson, the VPAD shall recommend to the Principal either that the application is approved or that it is postponed. If a postponement is recommended, the Member must be informed of the reasons in writing within one month. A recommendation to postpone may be appealed in writing to the Principal within one month. The Principal's decision, which is subject to grievance, must follow within one month of receiving the appeal. In no case will resolution of an application be delayed past September 1st proceeding the July 1st on which Reduced Load Status is to commence, unless a grievance is filed.
- 6.3.5 An eligible application for Pre-Retirement Workload Reduction may not be postponed beyond the July 1 following the Faculty Member's 60th birthday.
- 6.3.6 The actual salary of a Faculty Member on Pre-Retirement Workload Reduction shall be the sum of basic salary plus twenty-five percent (25%) of the difference between nominal salary and basic salary.
- 6.3.7 A Faculty Member on Pre-Retirement Workload Reduction shall be entitled to full benefits based on nominal salary, to the extent permitted by the Canada Revenue Agency regulations (Appendix D). Where required contributions with respect to benefits are based on salary, the Faculty Member's contribution shall be based on actual salary and the College's contribution shall be based on nominal salary. In addition, the College shall contribute the difference between the member's contribution based on actual salary and the required contribution based on the member's nominal salary. An exception shall occur in the case of pension contributions. Since the pension plan provides for the option of receiving twice the member's contributions with interest, contributions to the pension plan shall be determined by the following method. The member will make contributions according to the percentage determined in Appendix A applied to the member's actual salary. The difference between the amount contributed by the member based on

actual salary and the contribution that would have been made based on nominal salary will be contributed by the College and paid to the member who shall contribute it to the plan in addition to the contribution based on actual salary. This allows for the accrual of a full year's pension entitlement at full nominal salary at no cost to the other members of the pension plan.)

6.3.8 Sabbatical leave credit accrues to a Faculty Member on Pre-Retirement Workload Reduction. Sabbatical leave stipend is based on actual salary.

6.3.9 The Principal shall confirm the terms of the Pre-Retirement Workload Reduction Appointment in writing to the Faculty Member specifying the applicant's nominal, basic, and actual salary figures, the reduction in regular duties and responsibilities, the date of commencement of the Pre-Retirement Workload Reduction, and any other special terms and conditions of the appointment. Return of a copy of this letter to the Principal within one month of receipt, duly signed by the applicant, shall constitute acceptance of the Pre-Retirement Workload Reduction appointment. No such appointment shall take effect without such acceptance.

6.3.10 Copies of the application, the VPAD's recommendation to the Principal, the VPAD's letter giving reasons for a postponement (if applicable), the Faculty Member's appeal to the Principal (if applicable), the Principal's decision (if applicable), and the signed letter of appointment shall be filed in the Faculty member's Human Resource file and given to the Faculty member.

6.4 **Phased Retirement Appointment for Full-Time Faculty**

6.4.1 To be eligible to apply for a Phased Retirement Appointment, a Faculty Member must be at least 64 years of age and have completed at least 10 years of pensionable service at King's University College as of the proposed date of commencement of Phased Retirement Status, which must be on July 1st. Application for a phased retirement arrangement will be made one year in advance of the proposed commencement date so as to facilitate planning within departments. The application will include the proposed work load reduction and the retirement date subject to clause 6.4.3 below. Once agreed upon, the work load reduction is irrevocable and the retirement date may not be extended. Participation in a phased retirement reduced work load arrangement excludes the member from participation in the Pre-Retirement Plan outlined in clause 6.3 above.

6.4.2 Subject to the eligibility requirements set out in clause 6.4.1 above, the Faculty member may apply for a 20%, 40% or 60% reduction in teaching load which will be applied over the two-year teaching load cycle ensuring that the minimum teaching load is 1 full course or equivalent in each year. If the pre-retirement reduced load period results in an odd number of years, the last year's reduction will be applied to the regular teaching load and rounded to

the nearest half course subject to the minimum one course requirement. The work load for each year of the phased reduction shall be set prior to the first year of the phased retirement reduction.

- 6.4.3 The phased retirement reduced work load arrangement will be limited to a maximum of 3 academic years and must end no later than July 1st following the member's 69th birthday.
- 6.4.4 The Participant's salary during the 1 to 3 year phased retirement period will be prorated on the basis of the proportion of a Full-Time load that they are teaching.
- 6.4.5 The Participant will be eligible to receive a retiring allowance equal to 20% of the Participant's nominal salary determined on the date immediately prior to the commencement of the phased retirement, less legislated deductions, for each year of the phased retirement ("the Retiring Allowance"). The Retiring Allowance will be paid in a lump sum at the completion of the phased retirement period.
- 6.4.6 A Faculty Member on Phased Retirement Workload Reduction shall be entitled to full benefits as outlined in clause 6.3.7 above.
- 6.4.7 Sabbatical leave credit does not accrue to a Faculty Member on Phased Retirement Workload Reduction.

6.5 **Initial Full-Time Faculty Appointments: Duration and Rank**

- 6.5.1 Initial probationary appointments are usually made for a three-year period, followed by a 3-year renewal. All essential terms shall be specified in the appointment letter, a copy of which will also be provided to the KUCFA.
- 6.5.2 All tenured and tenure-track appointments are made at the academic rank of Assistant Professor, Associate Professor or Professor. The rank of Associate Professor is to be regarded as a career rank.

6.6 **Renewal of Appointments**

- 6.6.1 Limited Term Contracts should not exceed three (3) years. In the event that an extension beyond the initial contract is deemed necessary by the department and the VPAD, the VPAD will notify the Faculty Association. An individual shall be limited to four (4) years of total contract LTA employment. The number of contracts within that four-year limit may vary depending on the length of the initial contract.

6.6.2 **Appointments (Lecturer)**

A Full-Time appointment at the rank of Lecturer shall not normally be continued for more than three years.

6.6.3 **Probationary Appointments (Assistant Professor)**

Appointments at the rank of Assistant Professor may, after the initial appointment period, be extended. An untenured appointment at the rank of Assistant Professor may not be extended beyond six years completed in that rank at the College.

6.6.4 **Probationary Appointments (Associate Professor)**

A probationary appointment to the College at this rank may not extend beyond three years.

6.6.5 **Probationary Appointments (Professor)**

A probationary appointment to the College at this rank may not extend beyond two years.

6.6.6 **Probationary Cross-Appointments:**

The renewal of Probationary Cross-Appointment Contracts is subject to the same conditions as the renewal of other Probationary Appointments as concerns the time limits associated with the level of the appointment (i.e. Lecture, Assistant, Associate, or Professor).

6.7 **Workload Assignments**

By May 1st of each year, workload assignments for all sections will be offered by priority to Faculty Association members and the remaining sections will be offered to members of the CUPE bargaining unit in accordance with their CUPE agreement.

6.8 **Faculty Rights and Responsibilities within Departments Under Reduced Work Load Arrangements**

Full-Time Faculty members on reduced workload under clauses 6.2.7, 6.3 or 6.4 retain all their rights and responsibilities as members of their departments with voice and vote in appointment, promotion and tenure decisions and election of chairs determined in accordance with department/school constitutions.

7. **GRANTING OF PROMOTION AND TENURE FOR FULL-TIME FACULTY**

7.1 **Role of Principal**

Promotion and tenure (see clause 6.2.3) are granted by the Principal, as approved by the Board of Directors. The Principal writes to the Faculty Member conveying the terms of their new appointment.

7.2 **Eligibility for Tenure**

Unless exceptional circumstances relating to the criteria for granting tenure prevail in a particular case, the normal time in the rank of Assistant Professor to be eligible for being granted tenure is five years in rank. Time in rank alone shall not be a criterion for the granting of tenure.

7.3 **Promotion to Assistant Professor with Tenure**

Under unusual circumstances an Assistant Professor may be granted an appointment with tenure, provided that they ordinarily applies for such only in the final year of a probationary appointment and after having completed at least five years in that rank, three of which shall be at the College.

7.4 **Promotion to Associate Professor**

Promotion from within the College Faculty to the rank of Associate Professor normally entails the granting of tenure. If it does not, the appointee is notified by the Principal, in writing, of the conditions to be fulfilled for the granting of tenure, as recommended by the Committee on Promotions and Tenure and the VPAD.

7.5 **Promotion to Professor**

Promotion from within the College Faculty to the rank of Professor conveys tenure.

7.6 **VPAD's Yearly Report to Tenure Track Members**

Each year, after consultation with the Department, the VPAD shall write each probationer concerning their eligibility for the granting of tenure. A copy of this letter shall be forwarded to the Principal. Faculty have the right to respond to the VPAD's evaluation and their response will be included in their permanent employment file.

7.7 **Transfer of Faculty to Administrative Positions**

A Faculty Member electing to accept a Full-Time administrative staff position (i.e. a position that does not require an academic appointment) with the College will be permitted to retain tenure for a maximum of five years. Both Faculty status and tenure will be relinquished if the Faculty position is not resumed at the completion of a maximum of five years in the administrative position. During the period of administrative appointment, if the Faculty Member wishes to return to the former academic rank and position, written notice must be given to the Principal by December 1st prior to a July 1st return to Faculty responsibilities.

8. **CRITERIA FOR PROMOTION AND TENURE OF FULL-TIME FACULTY**

8.1 **Evaluation Criteria for Promotion and Tenure**

Faculty will be evaluated according to the following criteria:

- 8.1.1 Academic qualifications and experience. Experience and achievement in another university will be taken into account.
- 8.1.2.1 Ability in teaching: this involves competence and effectiveness in teaching and supervision of student work, but may also include such contributions as program development and the supervision of theses or independent research projects where applicable.
- 8.1.2.2 For the purpose of promotion and tenure review, teaching should be evaluated according to the following criteria:
- (a) student evaluations;
 - (b) course development; and
 - (c) the supervision of theses or independent research projects where applicable.
- 8.1.2.3 The Faculty Member or VPAD may request an external appraisal of teaching ability. The Faculty Member may also submit as part of their dossier a statement addressing their teaching evaluations.
- 8.1.2.4 It is the charge of Faculty Council to create the student evaluation form and ensure that student evaluations are made available to Promotion and Tenure Review committees and students.

8.1.2.5 All Faculty are expected to meet the teaching evaluation requirements established by Faculty Council.

8.1.3 Ability in scholarship and research. In evaluating research, efforts shall be made to assess quality and to take into account originality and creativity as well as industry. External appraisal may be sought. In terms of this clause, promotion to the rank of Associate Professor requires demonstrated achievement in terms of research and publications; promotion to the rank of Professor normally requires sustained evidence of research and publications; provided that, in both cases clauses 6.2, 7.2 and 9.3.4 are taken into account.

8.1.4 Contributions to the Member's department, the College, the academic profession, and the community in general. These may take the form of significant contributions to administrative committee work or other forms of important service to the College.

8.2 **External Appraisals**

The department of the Candidate, the Committee on Promotion and Tenure, the VPAD and/or the Principal may seek external appraisals, which normally will focus on the Candidate's research and publications but which may also take into consideration course materials prepared by the Candidate and papers delivered at academic conferences. Such appraisals must be sought in the case of a promotion to Professor. By October 15th, the Candidate and the department shall each submit a list of at least three potential external appraisers. The VPAD shall select an appraiser from each list. The Candidate will be informed of the names of potential appraisers, but not the identity of actual appraisers. The Candidate will receive a copy of the appraisal, and have an opportunity to comment in writing prior to consideration of the appraisal by the department, the Committee on Promotion and Tenure, the VPAD or the Principal. The department shall consider at least two external appraisals before making a recommendation concerning promotion to the rank of Professor.

8.3 **Social Work and Business Faculty**

In the case of Social Work and Business Faculty, consideration will also be given to criteria conventional in Canadian Schools of Social Work and Business Schools.

8.4 **Budgetary Considerations**

Budgetary considerations may be invoked only according to the procedures called for in sections 14 and 15.

9. **PROMOTION AND TENURE PROCEDURES FOR FULL-TIME FACULTY**

9.1 **The Role of the Candidate**

Candidates are expected to submit a brief statement of the grounds for their promotion and/or tenure, together with supporting documentation, to the Department Chairperson. A Department Chairperson may also initiate the procedure on behalf of a department member; and they will initiate the review of the status of department members in the last year of a probationary contract. This shall be completed on or before October 1st.

9.2 **The Role of the Department**

9.2.1 The Department will consider the cases brought before it and make recommendations according to the procedures set forth in its constitution.

9.2.2 In its consideration of all cases, the department will have regard to the criteria set forth in section 9.1, and shall follow the procedures for external appraisals (if applicable) set forth in section 9.3. In the case of Social Work and Business, the department will specify how the Candidate fulfils the criteria set forth in section 9.4.

9.2.3 In the case of probationers in the last year of a probationary contract, the department will recommend:

- (a) a tenured appointment;
- (b) a further probationary appointment; or
- (c) termination at the end of the academic year.

9.2.4 All departmental recommendations, whether positive or negative, will be forwarded to the Committee on Promotion and Tenure, together with a detailed record of proceedings and all supporting materials. A copy will be forwarded to the Candidate, who shall have an opportunity to comment in writing before the Committee on Promotion and Tenure begins its deliberations on the case.

9.3 **The Role of the Promotion and Tenure Committee**

9.3.1 The Committee on Promotion and Tenure shall consist of the VPAD (*ex officio*), five Full-Time Faculty Members, two from group A (Modern Languages, Philosophy and Religious Studies, History, Political Science); two from Group B (Sociology, Economics, Business, Mathematics and Psychology); one from Social Work, elected by the Full-Time Faculty

Members in those disciplines. The committee shall also include one student, who must be in their third or fourth year, chosen for a one year term, in a manner determined by Students' Council. Balloting shall be conducted by the Registrar. The election of new members shall be completed by October 1st. The term of service for Faculty Members shall be three years and changes in membership shall be staggered so as to ensure continuity. If a member of the Committee has made application for, or has been recommended for, promotion and/or tenure, they shall withdraw during its consideration, and shall be replaced by a member chosen by the Chairperson of the Committee on Promotion and Tenure. A Faculty Member may not participate in deliberations if they are also a member of the department of the Candidate concerned.

- 9.3.2 The committee will be called into session by the VPAD who shall be Chairperson.
- 9.3.3 The Committee on Promotion and Tenure will review the departmental recommendations. The Candidate will have an opportunity to comment on any additional evidence, oral or written, that may be introduced at this point. Parties involved in the process may share information with one another without prejudice, for the purposes of facilitating the process. In any meeting with the VPAD throughout this process, the Candidate has the right to include a member of the King's University College Faculty Association of their choosing, subject to reasonable availability to avoid unnecessary delays.
- 9.3.4 The Committee on Promotion and Tenure shall consider the commitment at King's University College to excellence in undergraduate teaching as well as the standards which prevail at the University of Western Ontario and shall balance the relative significance of the above considerations.
- 9.3.5 In those cases where the Committee finds that a Department has erred, either procedurally or substantively, the Committee may choose to return the case to the Department for reconsideration. In such cases, the procedures will be repeated, beginning with departmental reconsideration of the application.
- 9.3.6 The Committee on Promotion and Tenure will forward its recommendation to the Principal, with a copy to the Candidate, along with all supporting documentation.
- 9.3.7 If for any reason the Committee on Promotion and Tenure has been unable to meet or has not completed its work by February 1 of the academic year in question, the Principal may, after consultation with the Department and the VPAD, exercise their discretion in the matter of recommending promotions, renewal of probationary appointments, and the granting of tenured appointments to the Board for approval. The Faculty Member guards their right to Review (9.6).

9.4 **The Role of the VPAD**

9.4.1 The VPAD, as Chairperson of the Promotion and Tenure Committee, will forward the committee's recommendation to the Principal, together with the recommendation of the department with all supporting documentation, together with their observations. A copy will be forwarded to the Candidate.

9.4.2 If the Principal is a Candidate for promotion, the VPAD will assume the functions of the Principal. A Professor, appointed by mutual agreement of the VPAD and the Committee on Promotion and Tenure, will perform the functions of the VPAD.

9.4.3 If the VPAD is a Candidate for promotion, their function will be performed by a Professor, appointed by mutual consent of the Principal and the Committee on Promotion and Tenure.

9.5 **The Role of the Principal**

The Principal will make a decision either to accept the recommendation of the Committee, to return it to the Committee for reconsideration, or to reject it. If the Principal rejects the recommendation, they must send the recommendation to the Review Committee. The Principal shall indicate their decision in writing within ten working days of reception of the recommendation with a copy to the Chairperson of the Promotion and Tenure Committee.

9.6 **The Review Committee**

9.6.1 If the Principal accepts the recommendation of the Committee on Promotion and Tenure to refuse a departmental recommendation for promotion and tenure, or to recommend that a probationary contract not be renewed, the Faculty Member concerned may appeal this decision. They must signify this in writing to the Principal within ten working days of reception of the decision with a copy to the Chairperson of the Promotion and Tenure Committee.

9.6.2 In both instances the case will be re-examined by a Review Committee which the Principal shall arrange within ten working days of receipt of the written notice of intent to appeal by either party.

9.6.3 The Review Committee shall be comprised of the Principal's nominee, a nominee of the Faculty Member, and a third member agreed on by the other two. All must be academics of Associate or higher rank with at least one member from the discipline of the Faculty Member (provided that when the review concerns a professor of Religious Studies or Social Work, they must nominate the member from their discipline; in the event they do not, the requirement in question is waived), and may be nominated from the

constituent University or the affiliated colleges of *The University of Western Ontario*. If agreement cannot be reached on the third member, the Principal shall request a person acceptable to both parties to nominate a third member.

- 9.6.4 The Review Committee shall elect its own Chairperson.
- 9.6.5 The Review Committee will review the procedures and the documentation of the case, hear the Faculty Member, the Department Chairperson, the VPAD, the Principal, and a representative of the Committee on Promotion and Tenure.
- 9.6.6 The Review Committee may seek two additional external appraisals following procedures in section 9.6.
- 9.6.7 It shall conduct its work as expeditiously as possible and submit its majority decision (including the reasons for its decision) to the Principal and Faculty Member no later than thirty (30) working days after its formation.
- 9.6.8 Its majority recommendation, which must be in accordance with this Collective Agreement, shall be final and binding on all parties.

10. **LEAVE FOR FULL-TIME FACULTY**

10.1 **Definition of Types of Leave**

Leave means a period in which a Faculty Member is released from some or all of their duties. Leave may be with or without pay. Leave may be legislatively required, granted to members of Faculty by the Principal, subject to the approval of the Board of Directors. Leave may include the following general types: sabbatical leave, leave of absence, study leave, pregnancy and parental/adoption leave, sick leave, deferred salary leave, and exchange leave. In addition, Faculty have the right to take unpaid Emergency Leave and Family Medical Leave as specified in the Employment Standards Act.

10.2 **Sabbatical Leave**

- 10.2.1 The College recognizes the importance of granting the privilege of sabbatical leaves to Full-Time tenured members of Faculty to allow the member to focus on research.
- 10.2.2 In the case of the “first” Sabbatical Leave at King’s and subject to the provisions of clauses 10.2.4, 10.2.5 and 10.2.6 of this section, a Tenured Member is eligible to apply for a six-month Sabbatical Leave at 100% salary or a twelve-month Sabbatical Leave at 90% of salary to begin after six years of continuous service from the date of the first Full-Time Appointment to King’s University College at the rank of Assistant Professor or above.

- 10.2.3 In the case of “second” and subsequent sabbatical leaves at King’s, and subject to the provisions of clauses 10.2.4, 10.2.5 and 10.2.6, a Tenured Member is eligible to apply for either a six-month Sabbatical Leave to begin after three years of continuous service since the completion of the last Sabbatical Leave or a twelve-month Sabbatical Leave after six years of continuous service since the completion of the last Sabbatical Leave. These sabbaticals will be paid at 85% of salary.
- 10.2.4 The period of service accumulating towards eligibility to apply for a Sabbatical Leave may be interrupted by other Leaves allowed under this Collective Agreement. With the exception of Compassionate Leave, Court Leave, Pregnancy and Parental/Adoption Leave and Sick Leave, if the total period of Leave exceeds three months in any one Academic Year, none of the Leave period shall count towards the time accumulated towards eligibility to apply for a Sabbatical Leave.
- 10.2.5 Any agreement made between the College and a Member under the provisions of the Alternative Workload section shall contain explicit provisions defining the method by which Sabbatical Leave eligibility will be calculated during the period of Alternative Workload agreement.
- 10.2.6 Members who have been appointed directly from a position at another University may be granted a maximum of two years’ credit for service at the other University towards the Sabbatical Leave service requirement. Subject to this maximum, the service at other Universities shall normally count at the rate of one year Sabbatical credit for each two years of service. The extent to which service at the other University will count towards eligibility to apply for a Sabbatical Leave will be determined at the time of the Member’s appointment and will be stated in the Member’s Letter of Appointment.
- 10.2.7 Academic status, salary increments, full pension, and insurance benefits shall be maintained while a Faculty Member is on sabbatical leave based on nominal salary.
- 10.2.8 Subject to clause 10.2.13, a twelve-month Sabbatical Leave shall normally commence on July 1st and terminate on June 30th of the following calendar year. With approval of the VPAD and Department Chair, a Sabbatical Leave may commence on January 1st and terminate on December 31st of the same calendar year.
- 10.2.9 Subject to clause 10.2.13, a six-month Sabbatical Leave may start on either July 1st or January 1st and terminate on December 31st of the same year in the case of a July 1st start date or June 30th of the same year in the case of a January 1st start.

- 10.2.10 A Member on Sabbatical Leave shall undertake a Full-Time commitment to Research, and shall not accept paid employment that conflicts with this commitment. Total employment income during the Sabbatical Leave shall not exceed 125% of normal salary without prior approval of the VPAD.
- 10.2.11 The Faculty Leave Committee shall consist of the VPAD (Chairperson *ex officio*) and three Full-Time Faculty Members elected by the Full-Time Faculty. Balloting shall be conducted by the Registrar on or before October 1st. The term of service for elected members shall be three years.
- 10.2.12 A complete and accurate application for sabbatical leave shall be made to the Departmental Chairperson, and forwarded to the VPAD normally not later than the first day of October preceding the academic year in which leave would begin. Applications shall be accompanied by a detailed outline of the academic program proposed, the date and duration of the proposed leave.
- 10.2.13 The Faculty Leave Committee shall recommend the granting of sabbatical leaves to applicants on the basis of years of service, the teaching commitments of the College, merits of the academic program to be undertaken, and its feasibility in the light of the applicant's accomplishments in the years immediately preceding the application, departmental sabbatical leave schedules, and any other criteria it may deem appropriate.
- If in the judgement of the VPAD it is necessary for a Member to postpone their approved Sabbatical Leave by up to one year in order to ensure the effective functioning of the department, the Member shall be eligible to apply for a subsequent Sabbatical leave to begin up to one year earlier than the eligibility requirements in clause 10.2.3.
- 10.2.14 If a Member becomes ill or injured while on Sabbatical Leave such that the Sabbatical Leave cannot be completed and more than two months remain in the Sabbatical Leave, the Member may elect to go on Sick Leave as outlined in clause 10.7 and defer the remainder of the unused Sabbatical Leave.
- 10.2.15 A Member whose application for Sabbatical Leave has been approved may apply to the Research Grants Committee to have a portion of their salary while on Sabbatical Leave be paid as a Research Grant in Lieu of Salary. If granted by the Research Grant Committee and as subject to Canada Revenue Agency (CRA) policy the grant will be paid at the beginning of the Sabbatical Leave period with corresponding salary deductions throughout the remainder of the calendar year. The Member accepts responsibility for any subsequent tax implications.
- 10.2.16 Upon completion of a Sabbatical Leave, the Member shall, within three months, provide the VPAD with a report describing the activities undertaken during the Sabbatical Leave and the actual and anticipated outcomes.

10.2.17 The expectation is that Faculty members will return to the College following a sabbatical leave for a period at least equal to the length of the sabbatical leave. Any exceptions to this would require the consent and approval of the Faculty member, the VPAD and the Principal.

10.3 **Leave of Absence**

10.3.1 All Faculty Members are eligible to apply for a leave of absence without salary from the College.

10.3.2 Leave of absence shall normally begin on July 1st (one-year leave), or on January 1st or July 1st (half-year leave).

10.3.3 Normally, a leave of absence is granted for purposes other than academic ones. A leave of absence is not ordinarily used to extend a sabbatical leave. Therefore application for leave of absence without pay does not require justification on academic grounds.

10.3.4 If a Faculty Member requests a leave of absence in order to accept temporary employment outside the College, the Faculty Member or their temporary employer shall be responsible for the cost of all benefits for the Faculty Member during the period of leave.

10.3.5 Application for leave of absence without salary should be filed with the applicant's Departmental Chairperson. The Departmental Chairperson will forward the application to the VPAD who will forward their recommendations to the Principal well in advance of the commencement of the leave (normally six months). The Principal will make the final decision on the application in writing to the applicant, Departmental Chairperson, and VPAD in order for a suitable replacement to be found if applicable. Within 1 month of the receipt of the application the Principal will decide whether to grant the leave request.

10.3.6 A leave of absence shall not exceed one year.

10.3.7 Upon the return of the Faculty Member to duties at the College similar to those performed prior to the leave, the College agrees that the Faculty Member's salary shall not be less than that received immediately prior to the period of leave adjusted by any changes in salary scales which have taken place in the interval, but not adjusted for experience during the term of the leave. The College will provide cost of living adjustments which reflect changes in salary scales to the returning Faculty Member.

10.3.8 No sabbatical leave credit is earned during a leave of absence.

10.3.9 For persons on probationary contracts, the period of leave of absence shall not be counted as time in rank.

10.3.10 If a Faculty Member on leave of absence makes any progress in pertinent research and/or publications while on leave, such progress will become part of the Candidate's record for promotion and tenure considerations.

10.3.11 Faculty members on Leave of Absence will forego all their rights and responsibilities as members of their departments for the period of their leave.

10.4 **Pregnancy and Parental/Adoption Leave**

The College recognizes the importance of providing family leave to Faculty members. This policy will enable all Faculty members to combine successfully an academic career and family responsibilities without significant financial and/or career loss. Faculty will be eligible for leaves regardless of marital status. Recognizing the role of parents in childbirth and childrearing, the College will provide Pregnancy and Parental/Adoption Leave for parents in a fair and reasonable manner.

10.4.1 **Pregnancy Leave**

A pregnant Faculty member shall be granted Pregnancy Leave of up to 17 consecutive weeks which may begin at any time within seventeen weeks of the expected delivery date of the member's new-born child, and as late as the actual birth date.

If the Faculty member is eligible for Parental Leave, the Pregnancy Leave ends 17 weeks after it began. If the Faculty member is not eligible for legislated Parental Leave, then the Pregnancy Leave ends six (6) weeks after the birth, stillbirth, or miscarriage, or seventeen (17) weeks after the Pregnancy Leave began, whichever is longer.

10.4.2 **Parental and Adoption Leave**

A Faculty member who becomes a parent of a newborn or newly-adopted child will be entitled to Parental/Adoption Leave of up to **sixty one (61)** consecutive weeks if the member has also taken Pregnancy Leave, or of up to **sixty three (63)** consecutive weeks otherwise.

If the Faculty member is on Pregnancy Leave, their parental leave begins when the Pregnancy Leave ends. The Parental/Adoption Leave of a Faculty member who does not take Pregnancy Leave must begin no later than **seventy eight (78)** weeks after the day the child is born or first comes into the care or custody of the adoptive parent.

- 10.4.3 A Faculty member who qualifies for Pregnancy and/or Parental/Adoption Leave is entitled to a maximum of twenty-five (25) weeks paid Leave at 100% of the Faculty Member's nominal salary, with the Employer paying the difference between the Employment Insurance Benefits and 100% of salary. A member who is not entitled to Employment Insurance Benefits shall receive full salary from the College until they become eligible for EI benefits up to a maximum of twenty-five (25) weeks.
- 10.4.4 In the case where both parents are employed by King's University College, the twenty-five (25) weeks of paid leave referred to in clause 10.4.3 may be taken by one parent or shared between the two parents, but not to exceed a total of twenty-five (25) weeks.
- 10.4.5 If a Faculty member who is ineligible for Pregnancy Leave decides not to apply for Parental/Adoption Leave, they are entitled to 10 working days of paid leave following the birth or coming into care or custody of a child.
- 10.4.6 The Employer shall provide such additional unpaid leave for parents as is required by existing legislation. Additional leave shall be considered under the provisions for Leave of Absence set out in clause 10.3.
- 10.4.7 Responsibility for replacing Faculty members on Pregnancy and/or Parental/Adoption Leave rests with the Employer.
- 10.4.8 Pregnancy and/or Parental/Adoption Leave shall count as time in service at the College.
- 10.4.9 A Faculty member who takes Pregnancy and/or Parental/Adoption Leave during the summer months will not be required to teach a new course during the academic year following the leave period.
- 10.4.10 In view of the fact that the birth or adoption of a child may reduce the Faculty member's time for research and other duties, and hence place them in an unfavourable position with respect to a pending tenure or promotion decision, the Faculty member may elect to defer such a decision for a maximum of one year. The Faculty member must notify the Department Chairperson of their department of a deferral one year before the end of the probationary term.
- 10.4.11 In the event that a Pregnancy or Parental/Adoption Leave coincides with some or all of a Sabbatical Leave, the Member is entitled to a modification or postponement of the Sabbatical Leave.
- 10.4.12 Application for Pregnancy and/or Parental/Adoption shall be made in writing to the VPAD with a copy to the Department Chairperson of the Faculty member's department.

10.4.13 As the Employment Standards Act is amended, the Pregnancy and/or Parental/Adoption Leave policy of King's University College will be amended accordingly.

10.4.14 Parental/Adoption Leave is not available when a Member establishes a spousal relationship with an individual who already has (a) child(ren), and the Member subsequently adopts the child(ren).

10.5 **Deferred Salary Leave**

10.5.1 Approved unpaid leaves of six months or one year may be funded through deferred salary leave arrangements as defined in Section 248(1) of the Canadian Income Tax Act. Leaves are to begin on January 1st or July 1st and must start no later than the month following the end of the deferral period.

10.5.2 All Full-Time members of academic staff are eligible for participation in the Deferred Salary Leave Plan.

10.5.3 Salary is deferred over a one to five-year period, and the salary deferred is completely used up during the leave period. The Faculty Member must return to the College for a work period at least as long as the leave, as required under the Canadian Income Tax Act.

10.5.4 The percentage of nominal salary deferred will range between 5% and 25%, depending upon the income needs during the period of deferral and the period of the leave.

10.5.5 The salary deferred is retained by the College to be deposited into a College sponsored interest-bearing account. The bank will be a registered financial institution used by the College and the interest rate will be the maximum rate available.

10.5.6 During the years of salary deferral, income tax is payable on the actual salary received and also on the interest accrued on the deferred salary. During the leave, income tax is payable on the accumulated deferred salary as it is received and also on the interest accrued during the deferred period.

10.5.7 All current benefits and pension plan contributions will be continued based on nominal salary during year(s) of salary deferral and during the leave.

10.5.8 For the purpose of determining sabbatical leave eligibility, a deferred salary leave will be treated as a leave of absence without salary.

10.5.9 If favourable progress in research and/or in publication is accomplished during the leave period, such progress may be considered as supporting evidence when a participant is considered for promotion and/or tenure.

- 10.5.10 Faculty Members interested in funding their approved unpaid leaves through such an agreement should contact the VPAD, through the Department Chairperson, and the Finance Department.
- 10.5.11 Leave cancellation occurs on termination of employment, death, or disability. The deferred salary plus interest will be paid to the individual, beneficiary, or estate subject to tax regulations.
- 10.5.12 Withdrawal or postponement for reasons other than termination of employment, death or disability requires written approval of the VPAD and Principal at least six months before the scheduled leave whether the change is initiated by the College or the individual.

NOTE: Government regulations require that if you have deferred for the maximum five-year period, the leave cannot be postponed.

- 10.5.13 Application of the provisions of this policy is subject to the requirements of the department concerned and the College. Despite Item 12, once such a plan is approved, the unit will be committed to accommodating such a deferred leave at its agreed upon commencement date.

10.6 **Exchange Leave**

- 10.6.1 An exchange leave occurs when a member of the Faculty participates in an exchange program with another university. In such instances, the Faculty Member is replaced by a Faculty Member from the other university.
- 10.6.2 All Full-Time Faculty Members are eligible to apply.
- 10.6.3 Participants in the exchange program should be from the same discipline, field or profession.
- 10.6.4 The salaries and benefits of the participants will be the responsibility of their respective home institutions.
- 10.6.5 Exchange leaves will not normally exceed one full year.
- 10.6.6 The College will provide financial assistance to the King's University College Faculty Member in accordance with the existing policy on moving allowances.
- 10.6.7 Sabbatical leave credit will be earned during this leave subject to the overriding proviso that a Faculty Member will not be permitted to be absent for more than two years in any seven-year period.

10.6.8 Individual Faculty Members may make application in writing through the Department Chairperson to the VPAD.

10.6.9 Such applications, which must be submitted to the VPAD before October 1st of the year preceding the exchange leave, should fully describe the nature and expected benefits of the exchange, and include the vita of the other participating Faculty Member, if applicable.

10.6.10 Should the VPAD and Department Chairperson(s) approve the application, it will be forwarded to the Principal for final approval.

10.7 **Sick Leave**

10.7.1 The College recognizes that unavoidable absences may occur because of illness or accident and for this reason provides a sick leave benefit which provides income protection during these situations.

10.7.2 A Member who is absent and therefore unable to fulfill their responsibilities because of illness or injury shall advise the person to whom they report as soon as reasonably possible of their absence and the expected date of return to work.

10.7.3 In cases where Members are unable to perform their duties as a result of illness or accident, they shall be entitled to full salary and benefits for up to 120 calendar days. A Member shall inform the Chair and the VPAD as soon as reasonably possible of their absence so adequate alternative arrangements can be made to fulfill the member's duties. The Member will be required to provide the College with a physician's statement verifying the illness or injury, the impact on the Member's ability to perform their duties and prognosis with respect to the member's ability to return to work.

10.7.4 In the event the Member remains unable to perform their duties as a result of illness or accident after 120 calendar days, and they are eligible to apply for benefits in accordance with the provisions of the Long Term Disability Income Plan, a member must apply for LTD within the first 120 days of illness. Members whose age exceeds the limits for LTD will be required to discuss with the Director of Human Resources and the VPAD the available options under the retirement clauses of the Collective Agreement.

10.7.5 Long Term Disability benefits are subject to the provisions in Appendix A (section VI, clause 1(d)).

10.7.6 Long term medical leaves provide the opportunity for Members to focus on their recovery. Members must refrain from teaching and service related activities while they are under documented physician's care and until such

time as they receive documented medical clearance to return to their normal work responsibilities.

10.7.7 In order to ensure a timely application and consideration for Long Term Disability benefits, the Member should inform Payroll and Benefits, as well as Human Resources, as soon as possible of the absence due to illness or injury.

10.7.8 Canada pension benefits available to and received by members will be deducted from benefits under the long-term disability plan.

11. **ALTERNATIVE WORKLOAD FOR FULL-TIME FACULTY**

11.1 **Buyouts**

An alternative workload may be arranged when Full-Time Faculty Members obtain documented, sufficient research funding that can be applied to offset the costs of suitable teaching replacements to the extent the grant permits. Such arrangements, which shall be at no additional costs to the College, require the approval of the Department Chair, the VPAD, and the Principal. Funds should be paid directly to the College from the granting agency.

11.2 **Application Procedures**

11.2.1 Such applications should clearly state the reasons for the alternative workload contract, the time period governing the contract, the duties of the Faculty Member during that period, and the method of evaluating the Faculty Member's performance based on these special arrangements.

11.2.2 Individual Faculty Members may make application through their department to the VPAD.

11.2.3 The alternative workload arrangement must be approved by the Department Chairperson and the VPAD before being forwarded to the Principal for final authorization.

11.2.4 Details of the final alternative workload arrangement will be confirmed in writing and signed by the applicant, the Department Chairperson upon departmental approval, and the VPAD.

12. **DISCIPLINE**

12.1 **Introduction:**

A Member may be disciplined only for just cause and in accordance with the provisions of this Article, the Harassment and Discrimination Policy, and/or

the Workplace Violence Policy. Disciplinary processes are not to be used to inhibit free inquiry or limit academic freedom, discussion, exercise of judgment, or honest critique within or without the University.

If it is determined that disciplinary action will take place, such disciplinary action shall be reasonable, consistent with the principles of progressive discipline, and commensurate with the seriousness of the offense or violation. During each step in the disciplinary process an affected faculty member has the right to include a member of the Faculty Association of their choosing in any discipline meeting, subject to reasonable availability to avoid unnecessary delays.

The parties recognize the value of promoting corrective action as early as possible through identification of issues of concern, guidance, and finally, through progressive disciplinary measures, if warranted. Any accredited professional counseling services as outlined in Appendix A, 2, may be voluntarily accessed throughout this process.

Examples of “just cause” may include but are not limited to

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

12.2 Steps in the Disciplinary Process

- a) Informal Discussion
- b) A written warning or reprimand
- c) Suspension
- d) Dismissal for Cause

12.2 (a) Informal Discussion

The purpose of an Informal Discussion step is for the VPAD to deal directly with the Member regarding their alleged misconduct or breach of the Collective Agreement document and to outline the expectations going forward. Circumstances in which an informal resolution will be appropriate may include

- Where the alleged breach is minor in nature or is not secondary to an existing alleged breach under investigation

- Where all the facts necessary for resolution are known without the need for further inquiry

If the Informal Discussion leads to corrective measures being undertaken, then such measures and the time frame in which they are to be undertaken will be clearly indicated in writing to the Faculty Member.

12.2(b) Written warning or reprimand

A written warning will be issued to a Faculty Member by the VPAD or their designate if (i) sufficient corrective action was not taken after the informal discussion meeting or (ii) if the severity of the offense or violation is such that it warrants addressing in a more formal manner.

12.2 (c) Suspension

Suspension is a disciplinary action by which a Faculty Member is temporarily debarred fully or in part from their teaching and/or administrative functions and/or other privileges enjoyed at the College. Faculty Members on suspension are ineligible for salary increases, College research grants, travel and professional development funds. The suspension will occur only after the process outlined in item 12.3 has verified that the accusation is one that has merit and falls under the scope of the discipline policy.

In cases where the faculty member is on suspension pending the outcome of an investigation, but no determination has been made regarding discipline, salary and insurance benefits will continue throughout the period of the investigation.

12.2 (d) Dismissal

- a. Dismissal means the termination by the Employer of a non-tenured appointment before the expiration of the term of the contract or of a tenured appointment other than at retirement, or for reasons other than layoff.
- b. Dismissal of a Faculty Member may occur only for cause as defined in clause 12.1.
- c. In order to be dismissed for persistent neglect of duty, a Faculty Member must have been given at least two separate prior formal warnings in writing by the VPAD, specific direction and support to improve the performance, and a reasonable opportunity to explain and to improve their performance.

- d. Dismissal will occur only after the process outlined in item 12.3 has verified that the accusation is one that has merit and falls under the scope of the discipline policy.

12.3

Formal Investigation

- a) The College may investigate any allegation which, if proven, would warrant taking disciplinary proceedings against a Faculty Member. The College shall inform the Faculty Member and the Executive of the Faculty Association, in writing, that such an allegation has been made. The investigation shall be limited to the specifics of the allegation. The Principal will appoint a designate of the College to conduct the investigation, but will not act as an investigator.
- b) All Faculty Members involved shall have the right to receive assistance and representation from the Faculty Association as the member and Faculty Association deem appropriate.
- c) Within ten (10) days after commencing an investigation, the College shall advise the Member in writing of the substance of the allegations and the scope of the investigation, and invite the Member to respond to the allegation(s) by meeting with the College or by submitting materials or both. The College shall simultaneously inform the Member of their rights under (b) above.
- d) If a Member is deemed by senior administration to pose a significant risk to the safety of any member of the College community, to themselves, or to College property, the College may decide to remove the Member from the workplace during this time and the member will continue to receive full salary and benefits. The College shall notify in writing the Faculty member and the Executive of the Faculty Association of the rationale and terms for removal.
- e) If there are grounds to believe there is a risk of significant harm to another person or to College property, the College may withhold information, decide not to notify the Faculty member or delay notifying the Faculty Member.
- f) If the decision is made to withhold information as outlined above, the College shall notify the Chair of the Faculty Association or designated alternative as soon as possible and shall further provide them with details as they become available.
- g) Faculty Members and the College shall maintain the confidentiality of the investigative process and its findings until the imposition of discipline, if any, unless the College has grounds to believe that such confidentiality

may put a person within or outside the College community at risk of significant harm. In such a case, the College shall immediately inform the Faculty Association of its decision not to maintain confidentiality and the grounds for the decision and, as circumstances warrant, contact the appropriate authorities.

- h) All persons contacted by the College during the investigation shall be informed of the confidentiality requirement.
- i) The College shall notify the Faculty Member of the tentative results of the investigation in writing within ten (10) working days, where possible, of the results being known. If the tentative results are not available within thirty (30) calendar days of the start of the investigation, then the College shall explain the delay to the Faculty Member and to the Faculty Association as appropriate.
- j) The notification letter shall either 1) advise the Faculty Member that discipline is not warranted or 2) inform the Faculty Member that, based on evidence from the investigation, discipline may be imposed and invite the Member to a meeting prior to the investigation being closed to provide further input, if they choose to do so. Should new evidence be presented, it will be investigated by the investigator and incorporated into the final version of their report as necessary.
- k) The Faculty Member may respond to the invitation in person or through a Faculty Association representative. Should the Faculty member fail to respond within ten (10) working days or fail to attend a meeting on the matter without reasonable excuse, the College may proceed under the terms of this article.

12.4

Adjudication

- a) Following the conclusion of the investigation and upon receipt of the final report, the Principal will determine either that discipline will not be imposed or that the discipline process should continue. In either case, the Faculty Member shall be informed in writing as soon as possible, but no later than ten (10) working days after the conclusion of the investigation.
- b) If it is determined that the disciplinary process will continue, the member will be given the Principal's decision, which will include a full disclosure of the allegations and proof thereof.
- c) All investigative reports will be copied to the Executive of the Faculty Association

- d) Nothing in this article shall limit the investigation process set out in the College's Workplace Violence and Harassment & Discrimination policies. In the event of a conflict between this article and the Workplace Violence and Harassment & Discrimination policies, the latter will govern.

12.5 Disciplinary Process

12.5.1 After the College has concluded that discipline is warranted, it shall initiate the process by inviting the Faculty Member to a meeting. The Faculty Member has the right to have a Faculty Association representative of the member's choosing at the discipline meeting at each stage in the process subject to reasonable availability to avoid unnecessary delays beyond ten (10) working days. In the normal course, the meeting shall take place within thirty (30) calendar days of the sending of the invitation.

- a) Should the Faculty Member fail to respond within ten (10) working days of the invitation to meet or fail to attend a meeting on the matter without reasonable excuse, the College may impose disciplinary action in the member's absence.
- b) At the meeting, the College shall provide the Faculty Member with details of the disciplinary measures being imposed and the process to be followed. The Faculty Member being reprimanded, suspended or dismissed, will be given written notification within ten (10) working days of the meeting having taken place, together with the reasons for taking this action. These actions shall be clearly identified as disciplinary measures. In the case of any reprimand, corrective measures to be undertaken and the time frame in which they are to be undertaken will be clearly stipulated, and the Faculty Member will be provided reasonable opportunity to respond to measures required for improvement.

12.5.2 A Member who wishes to dispute the proposed discipline shall have access to the Grievance procedure as outlined in Article 16 of the Collective Agreement document.

Any grievance related to a suspension or dismissal shall start at Step 2 of the Grievance procedure as outlined in section 16.3.2. A Faculty Member who is suspended shall receive full salary and benefits until any grievance contesting such disciplinary action has been resolved under the grievance process.

12.6 Sunset Provision

All warnings, reprimands and all documents associated with them shall remain in the Member's official file for up to five (5) years. A successful

grievance would result in the removal of all reference to the discipline from the Member's file.

13. TERMINATION OF EMPLOYMENT FOR FULL-TIME FACULTY

13.1 Retirement

13.1.1 The normal date of retirement will be July 1st in any year after the member's 65th birthday. Retirement will be viewed as a permanent arrangement.

13.2 Early Retirement

13.2.1 To be eligible for early retirement, a member of Faculty must be at least 55 years of age and have completed at least 10 years of pensionable service at King's University College as of the proposed early retirement date. Early retirement requires the mutual consent of both the College and the Faculty Member, with the exception that a Faculty Member who is 60 years of age and who has completed 15 years of pensionable service at King's University College has the right to early retirement on demand.

13.2.2 Early retirement will be viewed as a permanent arrangement. Reinstatement to Full-Time status can only take place by mutual consent of King's University College, the relevant department, and the Faculty Member.

13.2.3 The Faculty Member on early retirement will receive a salary which is equal to one third (1/3) of nominal salary, where nominal salary is defined as the salary that would be paid if the Faculty Member were on Full-Time. For further clarification, nominal salary will take into account all raises which would have accrued between the start of early retirement and the normal retirement date. Payment of salary equal to 1/3 of nominal salary ceases at the end of the academic term in which the Faculty Member's birthday falls: April 30, August 31, or December 31.

13.2.4 In addition to one third of salary, the College shall pay to the member an additional percentage of nominal salary equivalent to the requirement percentage for members of the pension plan noted in Appendix A which shall be deducted as the member's contribution to the pension plan. The College will also pay into the pension plan the contribution necessary to maintain full pension entitlement, of the nominal salary of the Faculty member on early retirement, to the extent permitted by Canada Customs and Revenue Agency regulations (see Appendix D). The payment of this additional percentage of salary, and the College's pension contributions, will cease when the pension benefit begins.

13.2.5 Pension payments will commence on the earlier of the normal retirement date of the Faculty Member on early retirement or the day following the end of the pension accrual period permitted by the Canada Revenue Agency. Such payments will be calculated as if the Faculty Member had been on Full-Time status until the normal retirement date and such calculations will take into account all raises which would have accrued between the start of early retirement and the date pension payments commence.

13.2.6 Emeritus status under conditions of early retirement will entitle the member to the same rights and privileges as would be available at the time of normal retirement.

13.2.7 King's University College will pay the premiums for health, dental, and reduced group life insurances for Faculty on early retirement from the date of early retirement until the normal retirement date. At the normal retirement date, the post-retirement benefits commence.

13.3 **Non-Renewal of Probationary Contract**

When the Principal proposes not to renew a probationary appointment, they shall so advise the Faculty Member as soon as possible but in no case later than February 1st preceding the end date of the contractual period in question. Such action recognises that the Review procedures may not be finished by that date, though the College and the Faculty Member will endeavour to complete the procedures as soon as possible.

13.4 **Resignation**

A Faculty Member who wishes to leave the College staff and who has a contract extending beyond June 30th of the academic year in question may resign freely as from that date, providing notice is given by March 1st in any year of the contract. After that date they may resign only with the consent of the Principal and the Board.

13.5 **Lay-Off**

Lay-Off refers to suspension or termination of employment for reasons of financial exigency or program redundancy.

14. **FINANCIAL EXIGENCY**

14.1 Financial Exigency denotes a continuous and extreme financial crisis which cannot be met through routine measures. The parties agree that the process of long range planning should obviate the possibility of financial exigency occurring. However, the parties further agree that in the unlikely event of a financial exigency, in view of the ramifications to the careers of Faculty and

staff members, an orderly and equitable way of dealing with the situation is essential.

- 14.2 For the purpose of this agreement a state of financial exigency shall be a genuine financial crisis as established by generally accepted accounting procedures involving:
- (a) a deficit for more than two years which is projected to continue after rigorous economies have been introduced in all sectors of the College budget other than the budget for Faculty or staff members' salaries;
 - (b) a deficit which constitutes a problem sufficiently grave that the College's continued academic functioning would be in danger unless the budget for salaries and benefits were reduced.
- 14.3 The Board of Directors shall not terminate any contract of a Faculty or staff member for reasons of financial exigency except in accordance with this agreement.
- 14.4 When the Finance and Investment Committee of the Board of Directors determines that a state of financial exigency may exist, and that all reasonable attempts have been made to reduce the non-salary expenditures of the College budget thus making it necessary to reduce the salaries and benefits for Faculty and other employees of the College, it shall so notify the Board of Directors.
- 14.5 If after having reviewed the total financial status of the College, the Board of Directors is satisfied that an impending financial crisis exists, it shall ask the Principal to so notify the Faculty Association, the Staff Association, and the Professional and Administrative Officers' Association. After exploring possibilities for additional funds the Board of Directors shall declare an impending financial exigency.
- 14.6 After the declaration of the state of impending financial exigency by the Board of Directors, the Employer shall cease all hiring for new positions.
- 14.7 The Faculty, administration, and staff shall hold a special meeting which shall be called and chaired by the Principal. The entire problem will be clearly defined for all members. It will be demonstrated where the College has introduced rigorous economies in all phases of its budget. After being given the facts in a clear and precise manner members of the forum will be given an opportunity to discuss solutions. The results of the meeting will be reported to the Finance and Investment Committee of the Board.
- 14.8 The Finance and Investment committee shall recommend to the Board the establishment of a Budgetary Commission.

- 14.9 If the Board establishes such a Commission, it shall consist of two representatives appointed by the Board from its membership (not Faculty, staff or student members of the Board), two representatives appointed by the Faculty Association from its membership, one representative appointed by the Staff Association from its membership, one representative of the Professional and Administrative Officers Association, one student member appointed by Students' Council, the Chief Financial Officer and the Principal.
- 14.10 The Budgetary Commission shall elect its own Chairperson and establish its own procedures. The Principal's office shall provide secretarial service. The College shall be responsible for all the costs of the Budgetary Commission.
- 14.11 The Budgetary Commission shall be charged with identifying sources of financial difficulty and with recommending to the Board means to alleviate these difficulties. Such recommendations shall include, but are not limited to, the financial management of the College, new initiatives for increasing revenues, early retirement, and/or redeployment of members of the Faculty and the staff. The Budgetary Commission shall consult fully with the Faculty Council, the Faculty Association, the Staff Association, the Professional Administrative Officers Association, and the Students' Council and shall report to the Board, together with the comments of the above-named bodies after they have seen the report.
- 14.12 The Budgetary Commission shall report to the Board within 14 days as to whether a state of financial exigency does exist.
- 14.13 The Board shall consider and accept the recommendation unless the same is overruled by a 2/3 majority of its members present. If the Board decides that a state of financial exigency exists, it shall declare a state of financial exigency and shall instruct the Budgetary Commission to recommend ways of alleviating the crisis.
- 14.14 It is recognized that King's University College is small enough, and that a spirit of cooperation exists among all members of Faculty, so as to allow for voluntary leaves of absence during a period of financial exigency. Therefore each member may wish to examine their own situation so as to find a possible solution to the problem without forcing the College to take severance action and terminate the employment of Faculty and/or staff members. Full-Time Faculty members may voluntarily consider the following:
- (a) an indefinite leave of absence without pay;
 - (b) reduced responsibility with corresponding reduced salaries, but full benefits;
 - (c) reduced salary without reduction in responsibility but with full benefits;

- (d) research leave without salary wherein the Faculty Member's salary and benefits would come from the research grant;
- (e) early retirement with reduced benefits from the pension plan;
- (f) study leave with an educational grant from the College;
- (g) part-time status at the College; or
- (h) alternative proposals by members.

14.15 A Full-Time Faculty member who has taken voluntary leave of absence shall be entitled, at the College's expense, to participate in any or all of the College's benefit plans (subject to the approval of the insurance carriers). Such plans shall be available until the member returns to Full-Time status or they obtain alternate employment, whichever is earlier. Alternate employment shall mean the acceptance of a Full-Time position so that the member resigns from their position at King's University College.

14.16 During the period of voluntary leave of absence Full-Time Faculty Members shall continue to have full access to the library facilities on the same basis as on-site members. Departments shall attempt to maintain a full range of scholarly contacts with members on leave and to provide them with full access to computer and research facilities, consistent with the College's reduced budget. These members shall endeavour to make use of the same in order to keep up with on-going work in their fields. Full-Time Faculty Members who accept a voluntary leave of absence for financial exigency reasons may keep their office facilities at the College for the period of their leave. Secretarial service will be available to an extent consistent with the College's reduced budget.

14.17 A Full-Time Faculty member who has taken a voluntary leave of absence shall receive the first offer of employment for the first available position in their field. All members who have voluntarily undertaken one of the other options shall be restored to full status prior to the recall of individuals whose contracts were terminated.

14.18 In the event that members of the College are not able to arrive at a voluntary solution to the problem, a committee composed of the VPAD, and four Faculty members, (one from Arts, two from Social Science, and one from Social Work elected by members of Faculty in these disciplines) shall recommend the Faculty Members to be laid off. The procedures and criteria for making such recommendations for terminations shall be submitted to the Board of Directors for approval before any decision to terminate is taken. Such priorities shall not cancel the provisions of the Collective Agreement which guarantee protection of academic freedom.

- 14.19 If the committee cannot report within thirty days, the VPAD and Principal shall be charged with the determination of the positions to be terminated. The procedures and criteria for making such recommendations for the terminations shall be submitted to the Board of Directors for approval before any decision to terminate is taken.
- 14.20 All Full-Time Faculty members who are laid off because of a state of financial exigency shall receive from the College a period of notice of not less than six months. A member who is on a limited term appointment whose term of employment expires in less than six months need not be sent a letter of notification. In addition, any member whose contract is terminated, except for those on limited term appointments, shall receive severance pay of one month's salary for each year of service at the College not to exceed twelve months total severance pay.
- 14.21 The order of layoff shall normally be by seniority of non-tenured Faculty, followed by seniority of tenured Faculty Members. The academic needs of the College may also be taken into account.
- 14.22 A Full-Time Faculty member whose probationary or tenured position has been terminated as a result of financial exigency shall receive the next offer of appointment after those who have accepted voluntary leave for the first available position in their field.
- 14.23 Untenured Full-Time Faculty Members shall receive prior consideration for a period of three years after their position was terminated. Tenured Full-Time Faculty Members shall receive prior consideration for a period of five years after their position was terminated.
- 14.24 The order of recall from voluntary leave should be the same as the order of leave. The order of recall from lay-offs shall be the reverse of the order of lay-offs. When an offer of employment is made to such a member and it is accepted, such an individual should have a reasonable period of time, not to exceed six months, to complete existing employment obligations. In addition the member shall have at least one month in which to consider whether to accept or reject an offer of employment.
- 14.25 In the event that a Full-Time Faculty Member on voluntary leave of absence, or whose position was terminated as a result of financial exigency, is subsequently given a Full-Time academic appointment with the College, they shall receive such tenured status, seniority, and accumulated sabbatical benefits as they enjoyed at the time of the financial exigency.
- 14.26 All time limits of this section may be altered by mutual agreement.

15 **PROGRAM REDUNDANCY**

- 15.1 Program termination means a decision by the Board of Directors to terminate a program or department in the College for reasons other than financial exigency. The decision to terminate a program or department may be made where the academic interests of the College suffer because reduced student demand or social need for the program is coupled with a demand or need in another program which cannot be fulfilled without redeployment of resources. A recommendation for a program or department termination shall be initiated at the Educational Policy Committee and shall be supported by a two-thirds majority of Faculty Council.
- 15.2 In the event of program termination, every reasonable effort shall be made to redeploy the Full-Time Faculty Member in another position in the College, possibly after retraining. If such retraining is necessary, reasonable costs of retraining shall be borne by the College.
- 15.3 Program reduction means a decision by the Board of Directors to reduce the number of positions in a department or discipline. A recommendation for a program or department reduction shall be initiated at the Educational Policy Committee and shall be supported by a two-thirds majority of Faculty Council.
- 15.4 In the event of program reduction, every reasonable effort shall be made to redeploy the Full-Time Faculty Member in another position at the College, possibly after retraining. If such retraining is necessary, reasonable costs of retraining shall be borne by the College.
- 15.5 In such redeployment, careful attention shall be made to compatibility of appointment and academic discipline. A redeployed Full-Time Faculty Member shall retain rank, time of service, seniority, and other academic benefits.
- 15.6 A redeployment of a Faculty Member under this agreement shall not be made unless the VPAD, after consultation with the departments concerned, agrees to the appropriateness of the reassignment.
- 15.7 If the departments cannot agree on those to be redeployed within thirty days, the VPAD and the Principal shall be charged with the determination of the Faculty Members to be redeployed.
- 15.8 Failure to accept reasonable redeployment may be construed as cause for dismissal under section 13 of this Collective Agreement.
- 15.9 If in the opinion of the Principal and the VPAD redeployment is not possible, or not acceptable to the Full-Time Faculty Member, the Full-Time Faculty

Member may be laid off with the rights indicated under clauses 14.20 to 14.25 of this agreement.

- 15.10 The Faculty Association shall be informed of all formal discussions on such matters and shall have the right to attend and make representation to all committees and decision making bodies dealing with program redundancy and Faculty redeployment.

16. **GRIEVANCE PROCEDURES**

- 16.1.1 The Parties acknowledge it is important to resolve disputes arising from this Collective Agreement informally, amicably, promptly, justly, and equitably.

- 16.1.2 There shall be no discrimination, harassment, reprisals or coercion, of any kind, practised against any person involved in these procedures.

- 16.1.3 Unless the parties expressly agree otherwise, exchanges of information and offers of settlement at a pre-grievance or informal stage meeting shall be kept confidential and without prejudice by the participants and shall be deemed to have been made without prejudice, and as such in any subsequent proceedings related to that grievance information shall be presented de novo.

- 16.1.4 No minor technical violation or irregularity occasioned by clerical, typographical or similar technical error in the grievance and arbitration procedures shall prevent the substance of a grievance being heard and judged on its merits, nor shall it affect the jurisdiction of the arbitrator. Time limit violations do not constitute technical violation or irregularity under this clause.

- 16.1.5 All written communications pursuant to this Article shall be by registered mail, receipted hand delivery or confirmed response electronic means.

- 16.1.6 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.

- 16.1.7 One or more steps in the Grievance procedure may be omitted upon the written agreement of both Parties.

16.2 **Definition of Grievance**

The subject of a grievance shall be any dispute or difference arising out of the application, administration, interpretation, or alleged violation of the provisions of the King's University College and KUCFA Collective Agreement (hereafter referred to as Collective Agreement). Rights of appeal

for the denial of promotion, a denial of tenure, a denial of continuation of probation contract are outlined in 9.6.

16.3 **Types of Grievance**

16.3.1 An Individual Grievance may be initiated by one or more members of Faculty and must be supported by the Association.

16.3.2 An Association Grievance is a grievance initiated by the Association. The dispute may arise even though one or more members of Faculty are not yet affected.

16.3.3 A College Grievance is a grievance against the Faculty Association initiated by the Principal. College Grievances, which shall be in writing, shall be brought directly to Step 3 of these grievance procedures. The written grievance shall describe the events giving rise to the grievance, the date or dates when the events occurred, the section or sections of the document Collective Agreement that have been breached, and the remedy being proposed for the breach.

16.3.4 An Interpretation Grievance is a grievance, initiated either by the Faculty Association or the College, concerning the interpretation of policies, procedures, and provisions found in this document. An Interpretation Grievance is initiated in writing by either the Chairperson of the Faculty Association (or designate) on behalf of the Faculty Association or the Principal on behalf of the College. Such grievances will be brought to a Step 3 Mediation Committee (16.5). Both parties will make every effort to resolve such grievances through the mediation procedures contained herein.

16.3.5 Nothing in Section 16.3, Types of Grievances, shall be deemed to preclude the Association from initiating a grievance that also is the subject of an Individual Grievance, nor shall the initiation of an Association Grievance preclude an Individual Grievance.

16.3.6 **Time Limits**

Any and all time limits imposed in the grievance and arbitration procedures are mandatory. A time limit shall not be waived except with the express written consent of the parties involved at that level of the procedure.

16.4 **Steps in the Grievance and Arbitration Procedure**

16.4.1 **Step 1**

Faculty may present and discuss, informally, a grievance with the VPAD. This must be done within 30 working days of the date the events giving rise

to the grievance occurred, or within 30 working days of the date upon which the griever becomes aware or ought to have become aware of the events giving rise to the grievance.

16.4.1.1 If the grievance is resolved at this step, written minutes of settlement shall be produced and signed by both parties within ten working days following the date upon which the grievance was resolved. The VPAD shall forward a copy of the minutes of the settlement to the Association and the Principal.

16.4.1.2 In the event that the member of Faculty or the Association, as the case may be, and the VPAD cannot resolve the grievance, the VPAD will provide to the member of Faculty and/or Association, in writing, confirmation that the issue(s) could not be resolved. Such written confirmation will be provided within ten (10) working days of the date at which a failure to resolve the grievance occurred.

16.4.2 **Step 2**

Failing resolution at Step 1, and as an essential condition for proceeding to Step 2, the grievance shall be put into writing. The written grievance shall describe the events giving rise to the grievance, the date or dates when the events occurred, the section or sections of the document Collective Agreement that have been breached, and the remedy being proposed for the breach. The written grievance shall be forwarded to the Principal within ten (10) working days following receipt of the VPAD's confirmation of the failure to resolve the issue(s). The Principal shall meet with the griever and make every reasonable attempt to resolve the grievance. It is the individual griever's option to have an Association representative in attendance at this meeting.

16.4.2.1 If the grievance is resolved at this step, written minutes of settlement shall be produced and signed by both parties within ten working days following the date upon which the grievance was resolved. The Principal shall forward a copy of the minutes of settlement to the Association.

16.4.2.2 In the event that the grievance is not settled at Step 2, the Principal will provide, in writing, to the griever and the Association the reason(s) for the denial of the grievance. Such confirmation will be provided within ten (10) working days of the date of the meeting between the Principal and griever at which the failure to resolve the grievance occurred.

16.4.3 **Step 3 (Mediation)**

The Association or the individual member of Faculty shall be entitled, within ten (10) working days of the date upon which denial of the grievance is

received, to forward written notice to the Principal that it or the member intends to proceed to mediation with the grievance.

16.5 **Mediation Committee**

16.5.1 Once the Principal is notified in writing as specified in clause 16.3.3 above of the Association's or individual grievor's intention to proceed to mediation, the Principal will, within ten (10) working days of the notification, arrange for the formation of a Mediation Committee.

16.5.1.1 The Mediation Committee shall be composed of two Faculty Members with tenure and two non-Faculty representatives of the Board of Directors

16.5.1.2 The Faculty Members of the Mediation Committee shall, on each occasion, be selected by lot from among a panel of at least six tenured Faculty Members elected by Faculty Association.

16.5.1.3 Either of the principal parties to the grievance may request the replacement of any member of the Mediation Committee composed in accordance with clauses 16.5.1.1 and 16.5.1.2 above.

16.5.2 The Committee shall elect its own chair.

16.5.3 Should any member of the Mediation Committee including the Chairperson have a conflict of interest, that person shall withdraw from consideration of the relevant case or cases and their seat shall be declared vacant. Any member of the Mediation Committee may decline participation. In either event, an appropriate replacement shall be sought in conformity with clauses 16.5.1.1, 16.5.1.2, and 16.5.1.3 above.

16.5.4 The Mediation Committee shall consider the issues and reasons cited in launching the grievance, the responses of those against whom the grievance has been launched, and other relevant information that the Committee obtains. The Committee shall make appropriate recommendations in writing to resolve the grievance.

16.5.5 The Mediation Committee shall have reasonable access to the relevant information that the Committee considers necessary to the performance of its task.

16.5.6 The Mediation Committee shall establish procedures appropriate to the circumstances of the case and follow the principles of natural justice.

16.5.7 The Mediation Committee shall conduct its work as expeditiously as possible and complete mediation no later than twenty-one (21) working days after its formation.

16.5.8 If the grievance is resolved at Step 3, written minutes of settlement shall be produced and signed by both parties within ten (10) working days following the date upon which the grievance was resolved. The Chairperson of the Mediation Committee shall forward a copy of the minutes of settlement to the Principal, the Association, and the grievor.

16.5.8.1 In the event that the grievance is not settled at Step 3 within the twenty-one (21) working day limit indicated in clause 16.4.7 above, the Chairperson of the Mediation Committee will declare an impasse and immediately communicate this outcome in writing to the Principal and the grieving party. In the event of an impasse, and if the grieving party so wishes, the case will proceed to binding arbitration.

16.5.9 **Step 4 (Arbitration)**

The Association or the individual member of Faculty with the concurrence of the Association shall be entitled, within ten (10) working days of the date upon which an impasse in mediation has been declared, to forward written notice to the Principal that it (the Association), or the individual member with the concurrence of the Association intends to proceed to arbitration with the grievance.

16.5.10 In cases where the Faculty Association does not move forward to binding arbitration with the individual member, the rationale will be provided to the member in writing within ten (10) days.

16.6 **Appointment of a Single Arbitrator**

16.6.1 Once the Principal is notified in writing as specified in clause 16.3.3 above of the Association's or individual grievor's intention to have an arbitrator hear the grievance, the Principal or the Secretary of the Board, if the grievance is precipitated by a decision of the Principal, will, within ten (10) working days of the notification, arrange for the services of a single arbitrator in accord with clauses 16.6.2, 16.6.3, and 16.6.4 below.

16.6.2 An arbitrator will be selected by mutual agreement. It is understood that the arbitrator must have extended experience in a university environment.

16.6.3 If the parties cannot agree upon an arbitrator within fifteen (15) working days, then the College shall ask the Ontario Ministry of Labour to appoint a single arbitrator.

16.6.4 The parties to the grievance will be provided with at least thirty (30) calendar days written notice of the time and place of the arbitration.

16.7 **Bias**

In appointing an arbitrator, the rules of natural justice, such as those applying to bias, shall be adhered to. Bias includes, but is not limited to, selection of an arbitrator who has been involved in an attempt to negotiate or settle the grievance in question, or acted as a member of a panel or committee that has been involved in the case at any level.

16.8 **Arbitrations involving Academic Freedom**

In an arbitration involving a matter of academic freedom, the Faculty Association and the College shall agree on an arbitrator who has held a Faculty appointment in Canadian universities for at least 10 years and holds the rank of Associate Professor or higher.

16.9 **Disclosure**

All documentation to be relied on in the arbitration will be exchanged by the parties at least fifteen (15) calendar days prior to the hearing date. Documentation not complying with this rule shall not be adduced into evidence unless the party attempting to do so can show that the documentation does not prejudice the opposite party.

16.10 **Duties of the Arbitrator**

16.10.1 The arbitrator will ensure that the rules of natural justice are adhered to. This includes, but is not limited to the following: each party will have the right to at least thirty (30) calendar days written notice of the arbitration hearing, the right to present evidence and be heard in support of their respective positions with regard to the grievance, the right to the cross-examination of witnesses, and the right to be represented by counsel.

16.10.2 The decision of the arbitrator on any matter that has been submitted to them in accordance with the provisions of this Collective Agreement shall be final and binding upon the parties. However, the arbitrator shall not have the power to modify, supplement, vary, or disregard, the terms of the Collective Agreement.

16.10.3 The arbitrator shall have jurisdiction and authority to arbitrate only the issues as provided in the original written grievance in Step 2 or Step 3 as the case may be, and shall only have jurisdiction with respect to grievances that have first proceeded through the appropriate steps of the grievance procedure.

16.10.4 The arbitrator shall provide a decision in writing to the Principal, the Association and the grievor not later than ten (10) working days after completion of the grievance hearing.

16.11 **Limitation on Binding Effect of Awards**

It is understood and agreed that no arbitration decision made hereunder shall constitute a binding precedent with respect to any renewal of an existing Collective Agreement, but the force and effect of arbitration decisions shall expire at the end of the Collective Agreement year or renewal thereof.

16.12 **Costs of Arbitration**

The costs of the arbitrator shall be shared equally by the Faculty Association and the College.

16.13 **Deadlines**

The above deadlines may be extended by mutual agreement.

17. **COPYRIGHT AND INTELLECTUAL PROPERTY**

17.1 In keeping with the principles of natural justice and academic freedom, it is agreed that Faculty Members retain ownership and copyright of work they have created as employees of King's University College even if it is produced during the course of their duties and with the use of the facilities, resources, or research grant funds of the College. The Association acknowledges that members make no claim to copyright in work commissioned by the College, unless otherwise agreed to in a contractual agreement between the College and the member. Faculty members also do not have copyright to any commissioned reports, grades, assessments or similar material produced pursuant to the normal administrative duties of a member within the College.

17.2 **Subcontracting by College**

The Employer agrees not to enter into any agreement to subcontract the services of any member without securing to the member whose services are subcontracted, all the rights, privileges and benefits accorded in section 17.1.

17.3 **Teaching Materials**

The Employer agrees that all rights in the copyright of lectures, laboratory materials, and all other teaching materials including, but not limited to, multimedia instructional materials and distance education courses prepared by and delivered by a member using facilities defined in section 17.1 shall vest in the member provided that such material is produced in the course of carrying out the member's responsibilities for the employer.

17.4 **Continued Ownership of Distance Education Materials**

The Member shall hold copyright of any distance education materials developed during the Member's *College* employment *in accordance with their teaching and research responsibilities for the employer*. When a Member, who has created a distance education course for delivery at the *College*, ceases to be employed by the *College*, the former member may continue to use for teaching, research, and other purposes, all course content and course materials, including both institutional and non-institutional course content and course material, created or taught by the Member while employed by the *College*, provided the name of the *College* is not used in connection with the course content or courseware.

18. TRAINING AND DEVELOPMENT

18.1 Occupational Technologies

For the sake of this section, "occupational technologies" is defined as any technology, be it hardware or software, used or required by members in the course of their contractual duties, which include teaching, community service and research, and any non-contractual service they undertake to King's University College.

18.1.1 No member shall be assigned to teach a course that requires the use of occupational technologies without being provided adequate training and resources.

18.2 Other Training

Members will participate in training and development sessions mandated by legislation as part of their academic responsibilities.

19. DEPARTMENTAL CHAIRS AND PROGRAM COORDNATORS

19.1 Appointment

19.1.1 Internal candidates for the office of Department Chair or Coordinator must hold a Full-Time (tenured) appointment in one of the disciplines represented in the Department (regardless of actual course load). Normally, they should not hold any other part- or Full-Time administrative office within the College. The preceding statement is not intended to exclude candidates from serving on various College committees, Board of Directors, Senate, etc.

19.1.2 Normally, candidates for the office of Chair should have completed at least one year of Full-Time teaching at King's University College. However, this does not preclude consideration of an external candidate.

19.1.3 The term of office shall be three years, renewable for one further three-year term.

19.1.4 Appointments as Department Chairs and Program Coordinators are made by the Principal upon the recommendation of the VPAD.

19.2 **Procedures for the Selection of Chairs and Coordinators**

The procedures for the selections of Chair are found under the “Structure of the College” in the Policy section of the King’s University College Website.

Program Coordinator appointments are recommended to the VPAD in accordance with the provisions of the department or school constitution.

19.3 **The Duties and Responsibilities of Department Chairs and Program Coordinators**

The duties and responsibilities of Department Chairs, as recommended by the Education Policy Committee and approved by Faculty Council, are found under the “Departmental Structure of the College” in the Policy section of the King’s University Website.

The duties and responsibilities of Program Coordinators will be recommended by the Education Policy Committee and approved by Faculty Council.

19.4 **Compensation**

19.4.1 In recognition of program, administrative, and other duties, a Department Chair shall receive in each academic year, a teaching load reduction of one and one-half (1.5) courses or equivalent compensation in accordance with Appendix E.

19.4.2 In recognition of program, administrative, and other duties, a Program Coordinator shall receive in each academic year, a teaching load reduction of one (1) full-year course or equivalent compensation in accordance with Appendix E.

19.4.3 In recognition of program, administrative, and other duties, an Assistant Program Coordinator shall receive in each academic year, a teaching load reduction of one-half (0.5) full-year course or equivalent compensation in accordance with Appendix E.

19.4.4 In recognition of program, administrative, and other duties, the Director and Associate Director of the School of Social Work and the School of Management, Economics and Mathematics shall receive in each academic

year, a teaching load reduction of one and one-half (1.5) courses or equivalent compensation in accordance with Appendix E, section 7.

20. **PUBLIC LIABILITY INSURANCE**

King's University College shall maintain Public Liability Insurance insuring members who are acting within the scope of their employment, against liability claims, (including property damage, personal injury, libel and slander) up to a limit of twenty-five million dollars (\$25,000,000).

21. **TERMS OF AGREEMENT**

This document shall be in effect from the date of ratification by both parties to April 30th, 2022. If renegotiation does not yield a settlement before April 30th, 2022, the existing document remains valid.

22. **TENTATIVE AGREEMENT**

The Parties have agreed to this document, which will form the first Collective Agreement reached between the parties and further agree:
All outstanding items are resolved and all other proposals of the parties are withdrawn.

The KUCFA Collective Bargaining Committee agrees to recommend ratification to its members and will do so as soon as possible.



Dr. Stephanie Bangarth____ Date __Oct. 1, 2020____
Chairperson, Collective Bargaining Committee, KUCFA

Ms. Linda Stoudt_____ Date _____
Chairperson, Employee Relations Committee, Board of Directors

23. **COLLECTIVE AGREEMENT RATIFIED**

The first Collective Agreement between King's University College and the King's University College Faculty Association has been ratified.

Board of Directors:

Fr. Mark Sargent,
Chair of the Board

Date

Faculty Association:

Dr. Stephanie Bangarth
Chair, King's University College Faculty Association

Date

APPENDIX A – SALARIES AND BENEFITS

RANK AND EXPERIENCE FORMULA

- I. Salaries shall be based on an increment for each year of experience added to a base figure; this addition to the base figure will be referred to as “Progress-through-the Ranks” (PTR). The purpose of the PTR is the recognition, on an annual basis, of an employee’s academic/professional development and improvement in accordance with article 4, Obligations of Faculty. Embodied in the concept of PTR is the notion of a structured career development plan in which employees move steadily towards their retirement salary.

It is agreed that the average salaries at the associate professor level should not deviate noticeably from the weighted average salaries of Full-Time associate Faculty with the same experience in the “target group” specified in clause 1.11. At the same time, the College agrees to give due consideration to significant deviations between the salaries of the King's University College Full-Time Faculty and the salaries of this “target group” across all ranks. Faculty who achieve the rank of Full Professor after May 1st, 2014 will be entitled to one (1) additional year of experience factor (PTR) above their accumulated years of experience upon achieving Full Professor rank.

Lecturers shall receive 95% of the negotiated experience increment per year of experience, less \$1, 000. Assistant professors shall receive 95% Associate professors shall receive 100%. Full professors shall receive 105%. The increment shall be added to the base negotiated for each professional rank.

For 2020-2021 there shall be an increase of 1.0% on the base and negotiated experience increment of the salary. The salaries for 2020-2021 will be determined as follows:

| | |
|----------------------|--|
| Full Professor: | \$89,430 plus \$2,770 for each year of experience to a maximum of 40 total years* |
| Associate Professor: | \$89,430 plus \$2,637 for each year of experience to a maximum of 35 total years*. |
| Assistant Professor: | \$89,430 plus \$2,506 for each year of experience to a maximum of 20 total years. |
| Lecturer: | \$88,430 plus \$2,506 for each year of experience to a maximum of 10 years. |

For 2021-2022 there shall be an increase of 1.0% on the base salary and on the negotiated experience increment. The salaries for 2021-2022 will be determined as follows:

| | |
|-----------------|--|
| Full Professor: | \$90,325 plus \$2,798 for each year of experience to a maximum of 40 total years*. |
|-----------------|--|

| | |
|----------------------|--|
| Associate Professor: | \$90,325 plus \$2,663 for each year of experience to a maximum of 35 total years*. |
| Assistant Professor: | \$90,325 plus \$2,531 for each year of experience to a maximum of 20 total years. |
| Lecturer: | \$89,325 plus \$2,531 for each year of experience to a maximum of 10 years |

** Members, who currently have experience factors greater than the maximum for their ranking, will be paid at their current salary amount until such time as the salary grid surpasses their current salary.*

- II. The College shall not set a salary for an Assistant Professor lower than the floor in effect at the University of Western Ontario.
- III. The College shall pay \$15,223 per overload full course.
- IV. The College shall pay a per diem rate for summer academic counseling of \$250.
- V. A Faculty Member, who elects to receive a stipend for administrative duties for an academic unit, may opt to have a maximum of \$1,500 per year of the amount placed in their PDF. The Finance Department shall be notified of the selected option by July 1st prior to the start of the academic year. The default option will be to include the stipend as a salary item in whole if no notification is received by July 1st.

BENEFITS FOR FULL-TIME FACULTY

VI. **Benefit Programs**

1. The College shall provide:
 - (a) A defined benefit pension plan. Faculty members will make contributions equal to 9.0% of actual salary. The College will make contributions as determined by actuarial calculation of the current service cost.

It is agreed that the Faculty Association and King's University College will engage in negotiations regarding the Faculty Pension Plan during the term of this document in accordance with existing or revised Provincial legislation and/or changes to the Pension Benefits Act. To the extent that possible changes to the Pension Plan are negotiated as part of this process, they may be implemented and appended to this document prior to the next round of negotiating this document. The purpose of these negotiations will be to explore alternatives, which may include but are not limited to, adjustments to benefits, equalization of costs between the College and the members or alternatives to the current plan structure, such as a joint sponsored pension plan.

- (b) Group life insurance for a sum equal to 3.5 times salary, with a minimum of \$135,000 and a maximum of \$360,000.
 - (c) An extended health plan which provides, among other things, vision care, prescription drugs, hearing care, out of the country coverage and semi-private room supplement.
 - (d) A long term disability plan which provides partial disability prior to total disability and which shall pay, after a waiting period of 120 days, 2/3 of the first \$2,500 of monthly salary, and 1/2 of the balance to a maximum of \$6,300.00 monthly. In addition, the long-term disability coverage for Faculty will stipulate "own-occupation" coverage to the age of 65 to the extent available from the College's insurance provider.
 - (e) A dental plan at the Ontario Dental Association fee schedule in effect during the agreement.
 - (f) Extended health and dental benefits for eligible retired members. A member shall be eligible if at the time of retirement they are a tenured Faculty member who is at least 55 years of age and has completed at least 10 years of service to the College.
2. It is agreed that the College shall pay the full premiums for the current benefit plans including the Group Life Insurance Plan, Extended Health, Vision Care, and the Dental Plan. It is agreed that each Faculty member will pay the full premium for their full and partial Long Term Disability coverage. In the event of two spouses being covered under the College's benefit plans, the College will pay the premium for either two individual single plans or for one family plan.
3. It is agreed that one legal spouse (or other co-dependent adult living in a marital arrangement for three years) and the natural, legally adopted or step children, up to the date of their 26th birthday, living with or dependent on a Member of Full-Time Faculty who have been employed by the College for one year or more will be eligible to receive a tuition scholarship for attending a post-secondary institution to an annual maximum equal to the King's University College under-graduate tuition rate for that academic term: in the case of stepchildren, this benefit will continue as long as the spousal or co-dependent relationship continues to exist. Eligibility for this benefit is not affected by a scholarship or financial award from another institution. The early retirement or death of the Full-Time Faculty member shall not affect dependents' eligibility for this scholarship if they are currently enrolled in grade 12 or in post-secondary education at the time of the death or retirement. Availability of this benefit for children ceases upon the child's 26th birthday.

The maximum number of years of educational support by means of a scholarship and/or tuition benefit for the spouse and unmarried children shall

not exceed the equivalent of four years' tuition at King's under-graduate rates. The annual maximum will be equivalent to one year of King's undergraduate tuition rate per dependent for the applicable academic year.

- VII. The College shall provide parking free of charge for Faculty members wishing guaranteed parking. Guaranteed parking will be considered a taxable benefit as per the CRA taxable benefit guidelines. For those members who prefer to use the London Transit Commission System, the College will reimburse the cost of an eight-month bus pass. The bus pass will be considered a taxable benefit as per the CRA taxable benefit guidelines.
- VIII. The College shall reimburse reasonable moving costs for families and effects at the time of first appointment to the College.

RESOURCES IN SUPPORT OF TEACHING, RESEARCH AND COMMUNITY SERVICE

- IX. The College shall provide funds for the professional development of each Full-Time member of Faculty. This Professional Development Fund provides assistance to Full-Time Faculty members to attend meetings of Learned Societies, equivalent conferences or programs of professional development, to purchase books, to purchase computer hardware and for other research-related expenses. In the case of travel to conferences and professional development programs, this fund may be applied to conference fees; the lesser of return economy airfare or automobile expenses reimbursed at the rate applicable at the time; hotel convention rate; and a food allowance. Prior approval of the Department Chair and VPAD is required for travel expenses only. Third party, detailed receipts for travel and hotel expenses, books, computer and research tools are required. The Professional Development Fund will be made available each year for the period May 1st to April 30th of each year and unspent funds will lapse as of April 30th each year. The Professional Development Fund available for each Full-Time Faculty and Limited Term Appointment shall be \$2992.
- X. New Full-Time Faculty at the rank of Assistant Professor shall receive an additional \$2,500 to offset start-up costs if their position at King's is their first Full-Time position following graduate school with post-docs and/or Full-Time research positions not to be considered Full-Time teaching positions.
- XI. The Professional Development Funds are understood to be a non-taxable allocation of resources by the College to individual Faculty members for reimbursement of non-personal, employment related expenses incurred in support of teaching, research and community service. As such, all items purchased remain the property of King's University College.
- XII. 1. In addition to the Professional Development Fund, there will be an additional fund from which all reasonable travel expenses (limited to three days' attendance in Canada and the United States) or partial expenses for trips abroad, will be reimbursed

in the cases of Full-Time Faculty members chairing a session or presenting a paper at a learned society. Prior approval of the Department Chair and VPAD is required, as are third party, detailed receipts for travel and hotel expenses. The amount of this fund for shall be \$165,000 for 2020-21 and \$215,000 for 2021-22. The funds granted any Full-Time Faculty member under this paragraph shall not exceed \$8,000 in any two-year period, subject to availability. The maximum amount allowed per conference shall be \$3,500.

2. If the College requests a member of Faculty to attend a meeting, it pays the full expenses as agreed at the time.

XIII. The College shall provide research funds, exclusive of computer costs, to be distributed by the VPAD on the recommendation of the Research Grants Committee of Faculty Council. It is agreed that the amount will be \$200,000 for 2020-21 and \$250,000 for 2021-2022. The funding limit on individual projects will be periodically established by the Research Grants Committee subject to approval by Faculty Council.

As part of the total fund balance, each year the College will reserve three full-course or equivalent buy-outs to be provided as needed to holders of SSHRC grants valued at a minimum of \$45,000 (as a total over the three or four years of the grant) or to holders of equivalent grants from other sources that, like SSHRC, employ peer review.

Once grant-holders are notified of their awards, they may apply to the College's Research Grants Committee for these course buy-outs if they are eligible according to the following criteria: they must be in a year of the teaching-load cycle in which they are scheduled to teach either two and a half courses or three courses. If a grant-holder is to teach two and a half courses, s/he may apply for a half-course buy-out; if a grant-holder is to teach three courses, s/he may apply for a full-course buy-out. Grant-holders may apply in any of the three or four (or more) years of the tenure of a grant in which they are eligible by virtue of their teaching loads.

XIV. **SALARY ANOMALY COMMITTEE**

The Faculty Association and the Employer shall form a bilateral Salary Anomaly Committee composed of three (3) representatives of the College, three (3) representatives of the KUCFA membership. The committee will be co-chaired and the committee members from each constituent will nominate one of the co-chairs. The purpose of the committee will be to develop a study determining potential salary differentials within the KUCFA membership related to the initial allocation of the experience factor, and other hiring practices internal to the College. At least one (1) member of the committee shall have experience performing statistical analyses. The committee shall be constituted within ninety (90) days of the ratification of the King's University College and KUCFA Collective Agreement 2020-2022 and develop the

terms of reference of the committee in accordance with this document within that period. This will be a consultative and transparent process between the Parties.

The committee shall base its study on the required data (see Notes) and a report from an external consultant that will be hired to carry out a comprehensive and robust analysis of salary anomalies among faculty members. The required data will also be provided to KUCFA executive. All members of the Salary Anomaly Committee and the KUCFA executive who receive employment information necessary for the work of the study shall respect privacy obligations whether they be set out in legislation or from an official employment policy of the College. The committee shall submit its report to the Principal and to KUCFA no later than March 1, 2021, identifying the nature of any wage gap found and the methodology used to arrive at its conclusions, with the expectation that it will be shared with EPC and the Employee Relations Committee of the Board. The Parties agree to publish a publicly accessible report on the outcomes of the salary anomaly exercise.

The Parties agree that the College shall establish a fund of \$125,000.00 for the purpose of addressing any potential gender based and other systemic wage gap differentials identified in the salary anomaly exercise. Any distribution of these monies will be determined by the bilateral Salary Anomaly Committee. If a payment is required, the first installment shall be paid no later than 30 April 2021. An additional \$25,000.00 fund will be set up for the budget year 2021-2022 for any new salary anomaly items identified by the Salary Anomaly Committee during that period.

The Parties agree that there will be ongoing review of faculty members' salaries to prevent gender and other systemic wage gaps, and to ensure equitable compensation and employment practices. As such, the Parties agree that a bilateral Salary Anomaly Committee shall review and make recommendations on the King's Policy on Employment Status & Salary Level of New Faculty, specifically the process by which a new faculty member is assigned to the grid.

The parties agree that within 4 years of the conclusion of the initial report noted above a further review of faculty members' salaries will be conducted to ensure equitable compensation and employment practices continue as informed by the initial review.

NOTES

On data for a preliminary analysis of the gender gap in faculty salaries

To produce an unbiased estimate of the gender gap in salary, data will be collected on: (1) salary, (2) gender, (3) years since earned PhD or highest degree, (4) years at King's University College, (5) age, (6) department, (7) rank (lecturer, assistant, associate, professor), (8) performing administrative duties (yes/no), and other data as required. Data will be gathered as far back in time as possible with each individual in the dataset being assigned a personal record identifier.

APPENDIX B – GUIDELINES CONCERNING PROFESSIONAL ETHICS AND PROFESSIONAL RELATIONSHIPS

1. THE UNIVERSITY TEACHER AS TEACHER

- 1.1 The first responsibility of the university teacher is the pursuit and dissemination of knowledge and understanding through teaching and research. They must devote their energies conscientiously to develop their scholarly competence and their effectiveness as a teacher.
- 1.2 They must be conscientious in the preparation and organization of their subject matter and should revise this periodically in light of developments in their field.
- 1.3 They must conscientiously strive to improve their methods of presentation of their subject to their students.
- 1.4 They must encourage the free exchange of ideas between themselves and their students.
- 1.5 They must always be fair to their students. It is unethical for them to exploit the student for their private advantage. To avoid conflict of interest, a teacher should not enter into non-professional relationships with students that detract from student development or lead to actual or perceived favoritism on the part of the teacher.
- 1.6 They are guilty of unethical conduct if they act so as to prevent the fulfilment of these responsibilities by themselves or by other members of the academic community.
- 1.7 They are guilty of unethical conduct if they engage in any form of sexual harassment as defined in the King's University College Policy on Harassment and Discrimination. This applies not only to harassment of students, but also of any other member of the university community.
- 1.8 They must keep in confidence all information gained about a student whether concerning their academic progress, their personal life or their political and religious views. Nevertheless, they may reveal information about the academic standing of students in response to a request from a reputable source; they may refer to the student's character only in so far as this is relevant. When acting as a referee, they must strive to be fair and objective.

- 1.9 In the special circumstances where the university teacher is asked for information as part of a security clearance, they should be guided by the policy of CAUT relating to such circumstances:
- 1.10 “The CAUT (a) advises its member that they are not compelled to reply to questions of the RCMP respecting the political or religious beliefs, activities and association of colleagues and students; (b) urges its members not to reply orally to such questions; (c) urges further that, if any member considers that a reply should be made, it should be given in writing, signed by the member, and dated.”

2. **THE UNIVERSITY TEACHER AS SCHOLAR**

- 2.1 All scholarly activity conducted within the university must have as its primary objectives:
- the increase of knowledge and understanding,
 - the improvement of the scholarly competence of the teacher,
 - and in so far as possible, the initiation of students into the academic disciplines.
- 2.2 Faculty proposing to conduct research involving human subjects shall submit their project for approval by the King's University College Ethics Review Committee.
- 2.3 In view of the first objective, it is essential that the university teacher be free to disseminate the results of their research through publication, lectures, and other appropriate means.
- 2.4 It is unethical for them to enter into any agreement that infringes their freedom to publish the results of research conducted within the university auspices. Notwithstanding this, they may agree to delay, for a specified period of time, publication of the results of sponsored or contract research, provided that this condition is agreed to by their university.

3. **THE UNIVERSITY TEACHER AS COLLEAGUE**

- 3.1 They have the obligation to defend the right of their colleagues to academic freedom. It is unethical for them to act so as to infringe that freedom deliberately.
- 3.2 They should refrain from denigration of the character and competence of their colleagues. Unsolicited professional judgments on the work of their colleagues must only be presented in an appropriate forum.
- 3.3 When presenting a professional judgment on a colleague at the request of an appropriate university committee or authority (e.g. a committee dealing with

appointments, tenure, dismissal, or research grants) they have the obligation both to the colleague and to the University to be fair and objective.

- 3.4 It is unethical to fail to respect the confidentiality of information about the colleague gained during participation in the work of committees such as those described in clause 3.3.
- 3.5 They have the responsibility to acknowledge in their scholarly lectures and publications academic debts to colleagues and students.

4. **THE UNIVERSITY TEACHER AND THEIR UNIVERSITY**

- 4.1 In accepting a permanent university appointment, they assume obligations to one's university in addition to primary duties as teacher and scholar. They have the responsibility to participate in the life of the university, in its governance, and administration, through membership on committees and organizations such as board, senate, Faculty, and department, provided that this participation is consistent with the discharge of their primary responsibilities and with their own abilities.
- 4.2 It is unethical for one to accept an appointment to an administrative position, (e.g., department chairperson, VPAD, president) unless they are satisfied that proper consultative procedures have been employed in filling the post.
- 4.3 They have a responsibility to abide by the rules and regulations established for the orderly conduct of the affairs of the university, provided that these rules and regulations do not infringe the academic freedom of Faculty and students or the principles of ethical conduct as set forth in these Guidelines or in codes established by recognized professional or academic societies. At the same time, one has responsibility to seek reforms which would, in one's judgement, improve the university.
- 4.4 It is unethical to fail to give proper notice of resignation of a Faculty appointment in accordance with the appropriate university regulations, or to accept another position involving conflicting obligations for a period covered under the terms of an existing appointment.
- 4.5 Faculty Members should avoid the following potential conflicts of interest unless, after full consultation, one has the approval of the university officer to whom they are responsible:
- authorize the purchase by the university of equipment, supplies, or services from a source in which they or their family has a substantial interest;
 - hire any member of one's immediate family as an employee or consultant for any project supported by funds administered through the university;
 - be associated with the management of any undertaking which hires or proposes to hire university personnel.

5. **THE UNIVERSITY TEACHER AND THE COMMUNITY AT LARGE**

- 5.1 In their statements outside of the university, they retain the responsibility of seeking the truth and of stating it as they see it. However, they should make it clear that they are acting in their own name and not in the name of the university, unless they are specifically authorized to do so.
- 5.2 The time involved in any consulting or related work and the nature of such work, involving payment to the professor by any person or organization other than the university, must be disclosed to the appropriate university authorities if so requested by the university.
- 5.3 When one enters into a special relationship with some sector of the community at large, as when engaged as a consultant or when one conducts research under contract, they have a responsibility to ensure that these duties are consistent with their primary obligation to the university and in no way deleteriously affect their duties within the university.

APPENDIX C - GUIDE TO THE PROPER CONDUCT OF RESEARCH AT KING'S UNIVERSITY COLLEGE

This policy statement forms a broad foundation for the proper conduct of all matters pertaining to research within the College's activities and functions. As such, it applies to all of its organizational elements, Faculty (including all part-time and adjunct appointments), staff, students, and other personnel in training.

I. **CODE OF GOOD RESEARCH PRACTICE**

Good and innovative research cannot be conducted in an atmosphere of oppressive regulation. Honest error and ambiguities of interpretation are unavoidable as knowledge grows. There are, however, some very simple and fundamentally important steps which can be taken at all levels to help reduce the chance that research will be conducted in a way that may ultimately be viewed as suspect or fraudulent.

1. **Supervision of Trainees and Technicians**

- (a) Each student/research trainee/technician should have a clearly designated Supervisor. It is the responsibility of the Department Chair to ensure that this is the case.
- (b) Each Supervisor should be encouraged to meet with research students/trainee/technicians at regular intervals to review data, progress, and future plans. The Supervisor is responsible for designating replacement supervision in the event of the Supervisor's absence for extended periods of time (i.e., in excess of one month).
- (c) Researchers (Supervisors and trainees) should be encouraged to present findings at review sessions and seminars, in order to promote open and realistic assessment of progress.
- (d) The Supervisor should provide each new investigator, whatever the level, with applicable governmental and institutional requirements for the conduct of studies involving human volunteers or patients, etc. The Chair of the department should ensure that copies of these documents are provided to all new Faculty Members.

2. **Data Gathering, Retention, and Ownership**

A common denominator in most cases of alleged research misconduct has been the absence of a complete set of verifiable data. The retention of accurately recorded and retrievable results is of utmost importance for the progress of scholarly inquiry and to enable a scholar to account for the results obtained in the research they have conducted.

- (a) The procedure for recording and retention of original research data, and matters related to publication and ownership of primary research data and other products of

research should be formally outlined by the Supervisor and discussed at the beginning of the project.

- (b) Where possible, all primary data should be recorded in clear, adequate, original, and chronological form. The supervisor and all collaborators must have free access at all times to review all data and products of their collaborative research. Original data for a given study must be retained in the original form for at least five years after all work on the data has been completed (if the data form permits this, and if assurances have not been given that data would be destroyed to assure anonymity).

3. **Authorship**

As the need for collaborative research increases with the advancement of scientific technology and the diverse approach to the investigation of complex problems, the responsibility for multi-authored or collaborative studies has become increasingly important but also more difficult to define. There are, however, some safeguards, which should be observed in the publication of results:

- (a) Where appropriate, one author must be identified as being responsible for the validity of the entire manuscript.
- (b) Ideally, all listed authors should have been involved in the research. Realistically, it is expected that all contributors have made a significant intellectual or practical contribution to the project, understand the significance of the conclusions and can share in the responsibility for the content and the reliability of the reported data. All listed authors must have seen and approved the paper before submission. The concept of "honorary authorship" is unacceptable.
- (c) There should be clearly stated guidelines discussed within each department, unit, or laboratory concerning when research trainees names will appear on papers and what their responsibilities are. This policy should be discussed before the trainee begins to undertake research.
- (d) A copy of all publications, grant applications, abstracts, and contracts must be submitted to the Department Chairperson.

II. **MISCONDUCT IN RESEARCH**

1. **Definitions of Misconduct in Research**

Misconduct in research includes:

- (a) Falsification of Data: Ranging from fabrication to deceptively selective reporting, including the purposeful omission of conflicting data with the intent to falsify results;
- (b) Plagiarism: Representation of another's work or ideas as one's own;

- (c) Misappropriation of another's ideas: The unauthorized use of privileged information, such as violation of confidentiality in peer review;
- (d) Failure to comply with regulations: Including federal and provincial regulations and university regulations approved by the Senate of the University of Western Ontario or College regulations approved by College Council for the protection of researchers, human subjects or the public, and other legal requirements that relate to the conduct of research;
- (e) Other kinds of misconduct: Including violation of the regulations of granting bodies, improper use and administration of funds, equipment supplies, facilities, or other resources, falsification or misrepresentation of credentials; or other intentionally misleading practices in proposing, conducting, or reporting research. (Alleged lack of intentionality is no defence against demonstrable misconduct as defined above.)

2. **Procedures for Handling Allegations of Misconduct in Research**

Any allegations of misconduct in academic research must be taken seriously. The College will attempt to ensure that those making allegations in good faith are protected from reprisals but will not tolerate allegations that are frivolous, unreasonable or without foundation. The College will endeavour to protect the identities of both the respondent and the individual making the allegations at all stages of the process, pending the final outcome. Both the respondent and the individual making the allegations are strictly bound to protect each other's identity. If there is an allegation of misconduct involving research performed at the College but the respondent is no longer a member of the College community, the College shall nevertheless have the right to pursue the complaint under this policy. In such circumstances, the respondent shall be given reasonable notice of the complaint and the opportunity to answer the allegations as outlined in this policy. If the respondent fails to respond or make themselves available for the proceedings, the College shall have the right to proceed without their involvement. All complainants are encouraged to pursue the possibility of informal resolution under the auspices of the Department Chairperson before filing a formal complaint. Where no such resolution is possible, these steps will be followed:

(a) **The Initial Report**

The initial allegation or suggestion of research misconduct may come from a variety of sources both within and without the College. In the first instance, such an allegation or suggestion should be directed to the Department Chairperson. (2. Allegations must be in writing and must be signed by the person making them. Thereafter all proceedings will be limited strictly to the written allegations.) After receiving formal notification of a complaint, the Chairperson will provide the respondent with a copy of the complaint and inform the VPAD that a complaint has been made. The respondent will be provided with adequate time to prepare a defence. Normally the respondent will furnish a written (and, if appropriate, documented) response to the allegation or suggestion within one calendar month of

receiving it. The Chairperson may grant an extension of this deadline only upon receiving written explanation of the need for it. If the complainant remains unsatisfied by the respondent's written answer, the complainant must inform the Chairperson in writing within ten (10) working days.

(b) The *ad hoc* Committee on Misconduct in Research

Upon receiving such written notification by the complainant, the Chairperson will inform both complainant and respondent that an *ad hoc* Committee must be established. It shall be composed of the nominee of the Chairperson, the nominee of the respondent, and a third party chosen by the other two members of the Committee. Each party shall name their nominee within five (5) working days of the date when the Chairperson indicated the need to establish the Committee. (When the Chairperson or the Principal is the subject of the complaint, the VPAD will appoint a Faculty Member to substitute for the chairperson or the Principal for the purposes of the complaint process. When the VPAD is the subject of the complaint, the Principal will appoint a Faculty Member to substitute for the VPAD for the purposes of the complaint process.) The *ad hoc* Committee must meet within fifteen (15) working days of being named and shall render a decision within thirty (30) working days of being convened. This deadline may be extended by mutual agreement of the complainant and the respondent. The Committee will seek to determine, normally on the basis of the documentary evidence so far provided by the complainant and respondent, whether there is any substance to the allegations. Since at this early stage in the investigation the reputation of the accused needs to be protected, all deliberations of the Committee will be held in the strictest confidence and will not be publicized. Based on its inquiry, the Committee shall recommend to the VPAD either a) that the complaint is frivolous, vexatious, or otherwise without foundation and should be dismissed; or b) that there is substance to the allegations and an inquiry is warranted. The complainant, respondent, the Chairperson, and the VPAD shall be provided immediately with a copy of the recommendation of the *ad hoc* Committee.

(c) The Tribunal

If the *ad hoc* Committee recommends an inquiry, a Tribunal shall be formed within thirty (30) working days of the VPAD's receiving the Committee's recommendation. The VPAD, the Chairperson of the Research Grants Committee, and the Chairperson of the Research Ethics Committee will determine the Tribunal's composition. The Tribunal shall consist of the VPAD, as Chairperson, and three other members. In determining the composition of the Tribunal, the VPAD and the Committee Chairs shall, in order to ensure competence and objectivity, take into account such factors as: 1. the subject matter of the inquiry, including the desirability of the Tribunal's possessing competence in the specialized area, and also investigative and legal skills; 2. the desirability of including on the Tribunal individuals who are not members of the King's University College Faculty; 3. the importance of selecting people who have had no prior involvement in the subject matter of the inquiry; 4. the importance of protecting the reputations of individuals and, to that end, ordinarily maintaining the utmost confidentiality that is practicable;

5. the adoption of a specified time period of ninety (90) calendar days for the completion of the investigation. The ability to complete an investigation within a specified time period will depend heavily upon factors such as the volume and nature of the research to be reviewed and the degree of cooperation being offered by the subject of the investigation. The VPAD may therefore choose to acknowledge formally to the Tribunal that the nature of the case may render the ninety-day (90) time period impractical. The respondent shall be informed of the composition of the Tribunal as soon as the Committee Chairs and the VPAD have determined it. The respondent has the right to object in writing to the composition, provided the objections are submitted to the VPAD within five (5) working days of the respondent's being informed of the Tribunal's composition. The VPAD and Committee Chairs must give all due consideration to such objections, but are not bound by the objections in determining the Tribunal's composition.

(d) Actions of the Tribunal

The Tribunal will abide by the principles of natural justice, which include the following: 1. reasonable notice for all parties of the time and place of the hearings; 2. the right of all parties to be represented by counsel; 3. the right to call and examine witnesses; 4. the right to present arguments; 5. the right to cross-examine witnesses. The Tribunal should aim to review all available research-related material and information that it considers relevant to the allegations. This review may include an audit of the research accounts of the respondent. The Tribunal should aim to review all research with which the individuals have been involved during the period of time considered pertinent in relation to the allegations (but in any case not longer than five (5) years). The complainant and respondent, as well as any collaborators or supervisors with a direct connection to the investigation, will be given an opportunity to review and comment on a draft of the report of the Tribunal. All such comments will be included as appendices in the final report. There must be documentation of the investigation, and it must be kept in one place, under secured conditions, with no circulating copies. Investigations into allegations of misconduct may result in various outcomes, including: 1. a finding of misconduct; 2. a finding that no culpable misconduct was committed, but serious methodological errors were discovered; 3. a finding of minor errors and/or sloppiness; 4. a finding that no fraud, misconduct or methodological error was committed.

(e) Final Action

The Tribunal, after completing its own inquiry, will formulate recommendations to be carried out by the VPAD. If the allegations are substantiated, then the areas to be considered in making the recommendations should include the need to do the following (with due regard to the relative seriousness of the misconduct or methodological error identified by the Tribunal): 1. withdraw all pending involved abstracts, articles, books and papers; 2. notify editors of journals in which the research involved was reported; 3. notify all collaborators and professional associates, as well as institutions with which the individual(s) had been previously affiliated and where there is reason to believe the validity of previous research might be questionable; 4. notify provincial licensing and certification boards; 5. notify

professional societies; 6. notify sponsoring and funding agents; 7. redefine the status of those involved in the misconduct, which may include (1) removal from a particular project, (2) a letter of reprimand, (3) special monitoring of future work, (4) recommendation of suspension by the VPAD to the Principal, (5) recommendation of termination of employment by the VPAD to the Principal, (6) criminal code referral. The respondent, the complainant, and the Principal shall be notified of the Tribunal's decision within two calendar weeks, and shall each be provided with a copy of the final report. No recommendations are to be acted upon until the final appeal process has been exhausted (see below). If the allegations are unsubstantiated, but were found to have been made in good faith, then every effort should be made to prevent retaliatory action against the complainant. If the allegations are found to have been maliciously motivated, then it will be the responsibility of the VPAD to ensure that disciplinary action is undertaken against those responsible.

FINAL APPEAL

The complainant and respondent may appeal the decision to the Principal. Such an appeal should be made in writing within one calendar month of the respondent's receiving the Tribunal's decision. Such an appeal will be restricted to the body of evidence already presented unless new evidence has become available. The grounds for an appeal that does not involve the introduction of new evidence will be limited to failure to follow appropriate procedures as outlined in this document, or any arbitrary and capricious decision-making. New evidence may also be introduced at this stage, and the Principal will determine whether this warrants an investigation by a newly constituted Tribunal. A decision must be communicated in writing to the appellant within thirty (30) days of receipt of an appeal. The decision on any appeal is final. Following the completion of any final appeal, the Principal will draft a final report with copies to the VPAD and to the complainant(s) and respondent(s).

APPENDIX D - REDUCED WORKLOAD FOR FULL-TIME FACULTY

Canada Revenue Agency limits pension accruals under registered pension plans during periods of zero or reduced pay. Specifically, the combined periods of additional pensionable service and benefits granted while on sabbatical, reduced load, or other unpaid leave of absence (other than parental leave) is limited to a maximum Full-Time equivalent of 5 years. { Example: A Faculty Member on one year sabbatical leave uses up 15% of a year's accrual, in as much as they receive 85% of nominal salary but pension contributions are based on 100% of nominal salary. } Periods while on parental leave that take place within twelve (12) months following the birth or adoption of a child can be credited up to an additional 3 years of Full-Time equivalent employment.

APPENDIX E - TEACHING LOAD

This Appendix describes the protocol that will be used to determine the teaching load of Full-Time Faculty in the years covered by this document.

It is understood that it is the responsibility of the Department Chair/Director to recommend teaching assignments to the VPAD and that all parties recognize that the effective functioning of the academic unit must be of paramount importance in all course assignment decisions.

In each of the provisions that follow, the teaching load in a given academic year is understood to mean the number of courses taught in the fall/winter terms of that academic year.

The normal Full-Time teaching load is determined in accordance with the following rules:

1. The Department Chair/Director will work out successive two year teaching load assignments with each Full-Time Faculty member in the academic unit. The required teaching load over each such two year cycle shall be five (5) courses. In any one year of a two year cycle, that does not include a Half-year Sabbatical Leave, the teaching load shall be, 2, 2.5 or 3 courses. A two year cycle may be interrupted by a leave.
2. In a two-year cycle that includes a Half-year Sabbatical Leave, Faculty will carry a 4.0 course teaching load. In the academic year that includes the Half-year Sabbatical Leave, the teaching load will normally be 1.0 or 1.5 course equivalents.

Should a faculty member be approved for a second half-year sabbatical the next time the faculty member is eligible for sabbatical leave, in that two-year cycle the Faculty will carry a 3.5 teaching load. In the academic year that includes the half-year sabbatical leave, the teaching load will be 1.0 or 1.5 course equivalents. In each year of the two-year cycle the faculty member will normally carry a minimum 1.0 teaching load.

This cycle (4.0 teaching load followed by a 3.5 teaching load) will continue as long as the faculty member continues to take consecutive half-year sabbaticals:

| | |
|--------------|-------------|
| Year 1 & 2 | 5.0 courses |
| Year 3 & 4 | 4.0 courses |
| Year 5 & 6 | 5.0 courses |
| Year 7 & 8 | 3.5 courses |
| Year 9 & 10 | 5.0 courses |
| Year 11 & 12 | 4.0 courses |
| Year 13 & 14 | 5.0 courses |
| Year 15 & 16 | 3.5 courses |

Should this pattern be interrupted by a full year sabbatical, then the cycle which is defined above begins anew with the next half year sabbatical.

Should the faculty member select the full year sabbatical option after the completion of a half year sabbatical the faculty member will be required to complete six years of continuous service prior to the full year sabbatical.

As a transitional measure beginning with half year sabbaticals planned for the 2017 – 2018 academic year or later the following applies:

1. If the last sabbatical taken was a full year sabbatical and the planned sabbatical is a half year sabbatical, the faculty member will carry a 4-course teaching load in the two-year cycle that includes the planned half year sabbatical.
2. If the last sabbatical taken was a half year sabbatical and the planned sabbatical is a half year sabbatical, the faculty member will carry a 3.5 course teaching load in the two-year cycle that includes the planned half year sabbatical.
3. In the academic year that includes a half-year sabbatical, the normal teaching load shall be 1.0 or 1.5 courses.
4. Following this transitional period (after the planned sabbatical has occurred), the teaching load for sequential half year sabbaticals will rotate in accordance with the schedule outlined in the table above.

It is understood that all sabbatical leaves must comply with the sabbatical leave policy outlined in clause 10.2.

3. A Faculty member who is eligible to apply for a full year Sabbatical Leave in terms of teaching service but is denied a leave or postpones the leave for reasons other than logistical reasons related to a research project (limited to a one year postponement in such cases) or the effective functioning of the Department/School as described in clause 5, will carry a 3 course teaching load beginning in the academic year of the postponed leave and ending in the academic year immediately preceding an approved Sabbatical Leave. If these Faculty apply for a half year Sabbatical Leave beginning in January, the teaching load will be 1.5 course equivalents in the preceding fall term. The Faculty member returns to a normal teaching load following a Sabbatical Leave.
4. In the judgment of the VPAD it may be necessary for a Faculty member to postpone their Sabbatical Leave by up to one year in order to ensure the effective functioning of the Department, Program or School. If a scheduled Sabbatical Leave is so postponed, the Faculty member shall be eligible to apply for a subsequent Sabbatical Leave to begin up to one year earlier than the eligibility requirements. The Faculty member will carry a normal teaching load in the period preceding the postponed Sabbatical Leave.

5. New Full-Time Faculty with one or no years of credited university teaching experience will teach 2 courses in their first academic year of employment and will carry a normal teaching load beginning with their second year of employment.
6. Overload courses are not considered part of a normal teaching load and may not be used to reduce teaching loads in subsequent years.
7. Department Chairs will receive either a 1.5 course reduction or the equivalent stipend or a combination of the two in half-course increments for their administrative responsibility subject to the following two restrictions.
 - Chairs must carry a teaching load of at least one course (for example, in the case of a 2 course normal teaching load the Chair may opt for a maximum teaching load reduction of one course and receive the stipend for the remaining half course).
 - Chairs may not carry course overloads.
8. Program Coordinators will receive either a 1.0 course reduction or the equivalent stipend or a combination of the two in half-course increments for their administrative responsibility. Program Coordinators may not carry more than a 0.5 course overload.
9. Assistant Program Coordinators will receive either a 0.5 course reduction or the equivalent stipend or a combination of the two in half-course increments for their administrative responsibility. Program Coordinators may not carry more than a 0.5 course overload.

**APPENDIX F - LIMITED TERM APPOINTMENT FACULTY -
 EMPLOYMENT PROVISIONS**

Limited Term Appointments are not covered by all aspects of this Collective Agreement. Listed below are the appropriate terms, conditions and provisions which pertain directly to LTA's:

| ITEM | DETAILS | AMOUNT | COMMENTS |
|---|---|--|--|
| Professional Development Fund | For meetings, conferences or programmes of Learned Societies. Purchase of books, computer or other research-related expenses. Travel to conferences: conference fees, lesser of economy airfare or automobile expense, hotel convention rate, food allowance (not more than 50% of hotel convention rate) | \$2992/year (May 1 st – April 30 th) | Prior approval of Department Chair required for travel. Third party detailed receipts for travel and hotel, books and research tools required. |
| Conference presenter fund | For presentation of a paper at a learned society. | Variable allocation from a set fund. | Prior approval of the Department Chair and VPAD is required. Third party detailed receipts for travel and hotel expenses required. |
| Research Funds | For research expenses excluding computer costs, excluding course buyouts | Variable funding limit depending on number and extent of applications to a set fund. | Must apply for research funds to be distributed by the VPAD. |
| Stipend in lieu of benefits | The College will pay a sum of \$4,000 per year in lieu of providing benefits. | \$4,000/year | Information can be provided regarding a personal benefit package with the College's service provider. |
| | | | |
| Conditional pension option | Qualification for pension conditional upon 700 hours of teaching per year for a minimum of 2 years. | | <i>Must be discussed with Payroll or the Chief Financial Officer.</i> |
| Parking | Free parking – taxable benefit | | |
| Guidelines Concerning Professional Ethics and Professional Relationships | Professional Ethics and The University Teacher as Teacher; the University Teacher as Scholar; The University Teacher as Colleague; The University Teacher and their University; The University Teacher and the Community at Large | | As outlined in Article 4.7 and Appendix B |
| General Principles | Shared Mission; Natural Justice; Academic Freedom; Collegial Governance; Transparent Governance; The Right to Privacy; Past Practices, Harassment and Discrimination, Health and Safety, Employment Equity | | As outlined in Articles 1.1 – 1.10 |

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|---|--|--|----------------------------|
| Duty to Inform Candidates of the Policies of King's University College | | | As per Article 2.3 and 3.3 |
| Working Conditions | | | As per Article 2.4 |
| Limited Term Appointments | | | As per Article 6.2.1. |
| Limited Term Contracts | | | As per Article 6.6.1 |
| Workload Limits for Contract Employees | | | As per Article 4.1 |
| Public Liability Insurance | | | As per Article 20 |
| Grievance Procedures | | | As per Article 16 |
| Copyright and Intellectual Property | | | As per Article 17 |