



# COLLECTIVE AGREEMENT

between

**Wilfrid Laurier University**

and

**Wilfrid Laurier University  
Faculty Association**

Expires March 31, 1996

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## ARTICLE 1: PREAMBLE

- 1.1** The Parties recognize that the object of the University is the attainment of high standards of academic excellence in the pursuit and dissemination of knowledge for the benefit of students and of the academic and wider communities.
- 1.2** The Parties recognize that the goals of the University include, but are not limited to, the following:
- (a) the attainment of high standards of excellence in teaching, scholarship, research and the creative arts;
  - (b) the development of skills and attitudes essential for scholarly study and scientific investigation and for the effective sharing of the results of these activities with fellow scholars and with the community at large;
  - (c) the encouragement of the pursuit of truth by individuals and groups through research, free enquiry and criticism in order to extend the frontiers of knowledge and understanding;
  - (d) the provision of an environment which will support the intellectual, cultural, and physical development of the University community;
  - (e) the promotion and execution of the general objective of the University as set out under 1.1 above.
- 1.3** It is the purpose of this Agreement:
- (a) to set out terms and conditions of employment for Members of the Bargaining Unit;
  - (b) to foster a working environment which enables Members to achieve the objectives and goals of the University;
  - (c) to foster and continue harmonious relations within the Wilfrid Laurier University community;
  - (d) to ensure the equitable treatment of Members through fair procedures and practices;
  - (e) to provide means for settling differences which may arise from time to time between Wilfrid Laurier University, hereinafter referred to as the University, as defined in Article 2, and Wilfrid Laurier University Faculty Association (WLUFPA), hereinafter referred to as the Association, as defined in Article 2.
- 1.4** The Parties agree to co-operate in encouraging within Wilfrid Laurier University a climate of freedom, collegiality, responsibility and mutual respect in the pursuit of these objectives.

## ARTICLE 2: DEFINITIONS

### academic year:

a period of 12 calendar months which, unless otherwise indicated, commences on 1 September of any year and ends on 31 August of the following year.

### academic unit:

is a faculty, division, library, school, or other unit

headed by a Dean, Director, University Librarian, or other person excluded from the bargaining unit as managerial by the certificate issued by the Ontario Labour Relations Board, October 3, 1988.

### academic sub-unit, or department (or equivalent):

designates an academic division such as a department, institute, program, centre and other entity within an academic unit, whose senior academic administrator is a Member of the bargaining unit.

### academic term:

there are three academic terms in the calendar year: (1) from January 1 to April 30, (2) from May 1 to August 31, (3) from September 1 to December 31.

**Act:** designates The Wilfrid Laurier University Act, S.O. 1973.

### actual salary:

is the salary received by a Member on a Reduced Load appointment, and shall be a negotiated proportion of the Reference Salary.

### Agreement:

is this collective agreement negotiated between and ratified by the University and the Association,

### Association:

is the Wilfrid Laurier University Faculty (and Librarians) Association, (also WLUFPA). The Association is a trade union defined under the Ontario Labour Relations Act, and is hereinafter referred to as the Association or the Union.

### Bargaining Unit:

includes all full-time faculty and full-time librarians employed by Wilfrid Laurier University as defined and clarified by the certificate of the Ontario Labour Relations Board, number 0477-88-R, dated October 3, 1988, and attached as Appendix A.

**Board:** is the Board of Governors of Wilfrid Laurier University, as provided for in the Act.

**Chair:** with an initial upper case letter designates a Member who is administrative officer of a department or academic sub-unit, and for the purposes of this Agreement, the Associate Dean in the Department of Business is equivalent to a Chair.

**chair:** with an initial lower case letter designates a chair of a committee.

### contract year:

is the period from 1 July of one calendar year to 30 June of the next.

**day:** means a working day, exclusive of Saturdays, Sundays and all holidays observed by the University.

**Dean:** the Dean of a Faculty.

### department-in-council:

is limited to and inclusive of all Members of the bargaining unit in the academic sub-unit.

### Department:

an academic department as duly constituted by the Senate and Board.



**designate:**

is a person authorized to act on behalf of an officer of the University, an officer of the Association, a Chair of a department, or a chair of a Committee.

**Faculty:** an academic faculty as defined by the Act.

**Full-time Faculty Member:**

a Faculty Member appointed by the Board to the rank of Lecturer, Assistant Professor, Associate Professor, or Professor.

**Full-time Librarian:**

a professional librarian appointed to the rank of Librarian I, Librarian II, Librarian III or Librarian IV and who, on average, performs duties for 24 hours or more per week during the period of his/her employment.

**grievance:**

is any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

**intramural course:**

is a regular course taught on the main University campus in the fall and winter terms and in spring term by the School of Business and Economics; such courses do not include one-on-one teaching, such as directed studies courses and Faculty of Music studio courses in practical study and composition, or any other courses approved by the Joint Liaison Committee.

**librarians-in-council:**

is limited to and inclusive of all librarians who are Members of the Bargaining Unit.

**Library Council:**

is chaired by the University Librarian and shall include all department heads and all full-time professional librarians.

**Member:**

when printed with an initial upper case letter is a Member of the Bargaining Unit as defined by the Ontario Labour Relations Board Certificate, number 0477-88-R, dated October 3, 1988, attached as Appendix A; and includes Faculty Members with the rank of Lecturer, Assistant Professor, Associate Professor, and Professor, and Librarians with the rank of Librarian I, Librarian II, Librarian III, and Librarian IV, as Members of the Bargaining Unit.

**member:**

when printed with an initial lower case letter is a member of a committee.

**Parties:** to this Agreement are the University and the Association, or hereinafter referred to as the Union.

**President:**

the President of the University.

**Reduced Load:**

is an appointment in which a Member at his/her request carries a reduced workload for a specified period of time.

**Reference Salary:**

is the Member's annual gross salary to which the

Member shall be entitled when the Member continues in full-time appointment, excluding any additional stipends or other special income.

**Senate:** is the Senate of Wilfrid Laurier University, as constituted pursuant to the Act.

**Temporary Chair:**

is a person who presides at meetings of Members in non-departmentalized academic units (the Faculty of Music, the Faculty of Social Work, and the Library), and serves as Chair when that officer is called upon to serve as an ex-officio member of department (or equivalent), or university committees.

**University:**

means Wilfrid Laurier University, the Employer as mentioned in the certificate of the Ontario Labour Relations Board, number 0477-88-R, dated October 3, 1988, and its designates, the Board of Governors of Wilfrid Laurier University, or any officers authorized to act on behalf of the Board.

**University Librarian:**

the head librarian of the University Library.

### ARTICLE 3: RECOGNITION AND RIGHTS AND PRIVILEGES OF THE ASSOCIATION

**3.1 Recognition:**

**3.1.1** The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board, number 0477-88-R, dated October 3, 1988, attached as Appendix A.

**3.1.2** For greater certainty, the following persons are excluded from the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board dated October 3, 1988:

- (a) the President, Vice-Residents, Deans, Director of Computing Services and the University Librarian and Archivist, including an individual appointed in an acting capacity to serve temporarily in one of these offices, or one of these officers on an administrative leave that falls within a term of office, or between two consecutive terms of office;
- (b) persons holding visiting or In-Residence appointments for one year or less;
- (c) the Systems Specialist in the Library.

**3.1.3** A full-time faculty member or full-time librarian member, who is excluded from the Bargaining Unit by virtue of holding an administrative appointment, and who would otherwise be a member of the Bargaining Unit, namely the officers specified in 3.1.2 (a), shall, at the termination of that appointment, automatically become a Member of the Bargaining Unit with all the rights and privileges attendant thereto. As of the date of ratification of this Agreement any existing compensation, leave and/or other arrangements resulting from an administrative appointment specified in 3.1.2 (a)

shall not be altered by this Agreement.

**3.1.4** Nothing herein shall prevent the teaching of courses or the performance of librarian responsibilities or the pursuit of research, scholarly or creative activities by those persons excluded from the Bargaining Unit in 3.1.2 (a) and (b).

**3.2 Association Facilities:**

**3.2.1** The University shall provide to the Association, without charge, the use of one office, furnished with the following furnishings: desk; desk chair; 3 side chairs; waste basket; filing cabinet; bookcase. The University shall also provide internal telephone services with external access (provided that the Association will pay all long-distance charges) and use of the intra-University mail delivery service.

**3.2.2** The University shall make available to the Association duplication, computing and audio-visual services, and such other University services as may be agreed upon from time to time by the Parties at the then current internal Departmental rate.

**3.2.3** The University shall provide the Association access to meeting room 8 on campus for Association business through the University's room booking office and following the normal booking procedures and regulations.

**3.2.4** The University agrees to print and provide, without charge, one copy of this Agreement (including all appendices) to each Member, one copy to each new Member appointed during the life of the Agreement, and 100 copies to the Association.

**3.3 Association Membership and Service:**

**3.3.1** Every Member shall have the right to join the Association and as a member of the Association to participate in its activities. The University shall not interfere with members of the Association attending Association meetings or attending to Association business providing such participation or attendance does not interfere with the performance of the Member's teaching or administrative duties under this Agreement.

**3.3.2** No person shall be required to be a member of the Association as a condition of employment.

**3.4 Dues Check-Off:**

**3.4.1** The University shall deduct from the monthly salary payment to each Member of the Bargaining Unit such dues as are uniformly and regularly payable by a member of the Association in accordance with the Constitution and By-Laws of the Association and such other assessments as are authorized in writing to the University by the Association.

**3.4.2** At the commencement of the Agreement the Association shall advise the University in writing of the amount of its regular dues or assessments. Thereafter the Association shall advise the University in writing of any change in the amount of regular dues or assessments; such notice to be given at least 20 days prior to the effective date of such change. The

Association shall limit the number of changes to no more than 4 per calendar year.

**3.4.3** When the amounts specified under 3.4.1 are remitted, the University shall inform the Association in writing of the names of Members from whose salaries deductions for Association dues and/or assessments, or, as specified in 3.4.5, for charitable donations in lieu of dues and/or assessments, have been made and the amount of dues and/or assessments deducted from each Member's salary.

**3.4.4** Except as specified in 3.4.5, the University shall, no later than the last day of the month in which the deductions are made, remit to the Association the amounts deducted in accordance with 3.4.1.

**3.4.5** A Member who affirmatively asserts objection to the payment of union dues to a trade union on conscientious or religious grounds, and said objection is recognized by the Ontario Labour Relations Board or is established by precedents in case law, shall have a sum equivalent to Association dues and/or assessments deducted by payroll check-off and remitted on the Member's behalf to a charitable organization registered with the Department of National Revenue, and chosen annually by the Member. Members, including newly appointed Members and others entering or reentering the Bargaining Unit from excluded academic administrative positions, may apply for this exemption by submitting written evidence of their conscientious or religious objection to the University with a copy to the Association.

**3.5 Rights of the Association:**

**3.5.1** In recognition of the involvement of Members in the consultative process of this Agreement, the University agrees to provide 5 one-term undergraduate course equivalents per contract year to the Association to be distributed at its discretion. In addition the Association will be allowed to purchase up to 4 one-term undergraduate course equivalents per contract year, at the current stipend rate. Should a Librarian Member be assigned such release time by the Association it shall be assigned at an equivalency rate of 3.5 hours/week on average per one-term undergraduate course. The Librarian Member shall negotiate with the University Librarian the timing of such release time. The Association will inform the University of the names of the Members for whom release time is allocated as soon as they are elected or appointed and not later than May 1.

**3.5.2** The University recognizes that Members, subject to their obligations under this Agreement, have the right to attend open meetings of the Board and Senate, and to attend any open meetings of committees of these bodies.

**3.5.3** The University recognizes that the Association has the right at any time to call upon the assistance of duly authorized representatives of the Canadian Association of University Teachers (CAUT) and of the Ontario Confederation of University Faculty Associations (OCUFA). Such duly authorized representatives shall,

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subject to the provisions of the Act, have access to University premises to consult with Association officials and Members.

## ARTICLE 4: GENERAL ADMINISTRATION

### 4.1 Working Environment:

The University acknowledges a continuing responsibility to maintain a working environment in which the academic functions of Members are effectively carried out, and undertakes, therefore, to provide a reasonable level of facilities and support services consistent with this responsibility.

### 4.2 University Rights:

4.2.1 The Association acknowledges that the University possesses and may exercise all powers conferred upon it under the Act, subject to the express provisions of this Agreement.

4.2.2 The Association acknowledges that it is the right of the University to hire, appoint, promote, transfer and classify employees and it is the right of the University to dismiss, suspend or otherwise discipline any employee for just and sufficient cause, in a fair and equitable manner in accordance with the provisions and specifications of this Agreement.

## ARTICLE 5: JOINT LIAISON COMMITTEE

5.1 A Joint Liaison Committee shall be established within 20 days of the ratification of this Agreement by the Parties.

5.2 The Joint Liaison Committee shall be composed of 3 representatives of the Association and 3 representatives of the University. A quorum shall be 4 members, provided that 2 representatives of each Party are present.

5.3 The Committee shall be chaired jointly by one of the representatives of the Association and one of the representatives of the University who shall together be responsible for preparing and distributing agenda and minutes of meetings.

5.4 The Joint Liaison Committee shall review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 27. This 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. In the light of this objective, this Article 5 does not preclude the occurrence of informal meetings between representatives of the Association and the University to attempt to resolve differences that may arise from time to time.

5.5 The Joint Liaison Committee shall meet once a month from September to June inclusive, and at other times

as it decides. Regular meetings may be waived by agreement by both Parties.

5.6 The Joint Liaison Committee shall not have the power to add to or to modify the terms of this Agreement, but shall act in accordance with 5.4.

## ARTICLE 6: CORRESPONDENCE AND INFORMATION

6.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement or incidental thereto shall pass between the President and the President of the Association, or their designates.

6.2 Where written notice is specified in the Agreement, the University internal mail will be deemed adequate means.

6.3 The University shall provide the Association with the following information:

(a) no later than 20 days after the first day of each Contract Year, a list containing the name, category of appointment, rank, year of appointment to current rank, birthdate, address, and Reference Salary of each Member;

(b) the name, category of appointment, rank, birthdate, address and Reference Salary of each new Member, no later than 20 days following the appointment of such Member;

(c) the names of all Members whose employment has been terminated, the dates of such terminations, and the categories of termination such as expiration of a contract, death, resignation, retirement and dismissal, within 30 days of termination;

(d) the names and new ranks of Members who have received promotions, and the effective dates of such promotions, within 30 days after the Board has granted such promotions;

(e) within 30 days after the first day of each Contract Year, a list of all Members granted leave for the present contract year or part thereof and the type of leave granted;

(f) approved minutes of the Board Pensions and Fringe Benefits Committee, and the audited and other reports concerning the pension and benefit plans;

(g) two copies of the latest University budget and budget report when circulated to the Board;

(h) two copies of the annual audited statement of the University when presented to the Board of Governors;

(i) notice of meetings, agenda and a copy of the public minutes of the Board at the time of distribution;

(j) notice of meetings, agenda and a copy of the public minutes of the Senate at the time of distribution;

(k) the names and addresses of all persons appointed or elected to positions on the Board or Senate,

together ~~with the~~ names of persons appointed or elected to Board or Senate committees with any terms of reference of those committees at the time of their election or appointment;

(l) such other information as may be set out elsewhere in this Agreement that is required to be given.

**6.4** The Association agrees to provide the University with the following information:

(a) a copy of each WLUBA Newsletter;

(b) an up-to-date copy of the Constitution and By-laws of the Association;

(c) an up-to-date list of the executive of the Association;

(d) such other information as may be set out elsewhere in this Agreement that is required to be given.

## ARTICLE 7: ACADEMIC FREEDOM

**7.1** The common good of society depends upon the search for knowledge and its free expression. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. Members shall not be hindered or impeded in any way by the University or the Association from exercising their legal rights nor shall they suffer any penalties because of the exercise of such legal rights. The Parties agree that they will not infringe or abridge the academic freedom of any Member. Members are entitled, regardless of prescribed doctrine, to freedom to practice their professions of teacher and scholar, or librarian, freedom in carrying out research and in publishing the results thereof, freedom of teaching and discussion, freedom of creative activity, freedom to select, acquire, disseminate, or use documents in the exercise of their professional responsibilities, freedom to criticize the University and the Association, and freedom from institutional censorship.

**7.2** In exercising such freedom, Members have a responsibility to respect the academic freedom and rights of other members of the university community.

**7.3** The censorship of information is inimical to the free pursuit of knowledge. The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the research, teaching, and study needs of the university community. The Parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a Member desires to be placed in the library collections of the University.

**7.4** Academic freedom does not require neutrality on the part of the individual, rather, academic freedom makes commitment possible. Academic freedom does not confer legal immunity, nor does it diminish the obligations of Members to meet their duties and responsibilities. Members have a duty to exercise that freedom in a manner consistent with the academic obligations of teachers and scholars, and librarians.

## ARTICLE 8: NON-DISCRIMINATION

**8.1** The Parties agree that all Members have a right to equal treatment with respect to employment and that there shall be no discrimination exercised or practised with respect to any Member in regard to salary, rank, appointment, promotion, tenure, reappointment, dismissal, leaves, or benefits on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, political affiliation or belief, or membership or non-membership in the Association. Except as otherwise provided in this Agreement, the interpretation and application provisions of Part II of the Human Rights Code, RSO 1990, Chapter H.19, as amended, shall apply to the administration of this Article.

**8.2** If candidates for appointment have been judged to be substantially equal in qualifications, priority will be given to those candidates who are Canadian citizens or permanent residents. This clause will be subject to amendment in accordance with changes in federal legislation.

**8.3** This Article shall not preclude any employment equity or pay equity measures mandated by law or agreed to by the Parties, including any action that has as its object the increased representation of the four (4) designated groups for employment equity within the University, namely women, racial minorities, persons with disabilities, and aboriginal people as more particularly set out in Article 22.

## ARTICLE 9: CONFLICT OF INTEREST

**9.1** Members shall act fairly, equitably, and ethically in their actions affecting students, Members and other employees of the university.

**9.2** Peer assessment, review, appeals and other decision processes concerning appointment, tenure, promotion, renewal, termination, salary, research grants or instructional development grants must be performed in an objective manner and on objective grounds and be seen to be so.

**9.2.1** No Member shall knowingly participate in any decision that directly and preferentially benefits himself/herself or any individual with whom the Member has an immediate familial, marital, sexual or financial relationship.

**9.2.2** The Vice-President: Academic, Deans and University Librarian shall not knowingly participate in any decision that directly and preferentially benefits a Member with whom the said administrator has an immediate familial, marital, sexual or financial relationship.

**9.3** **Relations with Students:**

With respect to students, Members:

(a) shall avoid all forms of discrimination as specified in Article 8;

(b) shall disclose any conflict of interest or other cir-

circumstances known to them which may reasonably introduce or appear to introduce bias into their academic judgement or administrative decisions with respect to students;

- (c) shall **not** accept additional remuneration for tutoring students enrolled in the University;
- (d) shall respect the confidentiality of information about a student gained **through** the exercise of academic or administrative duties or **through** participation in department or University committees; **such information** may be used **or** disclosed where such use or disclosure has the student's consent, or is required in the fulfilment of a Member's academic, administrative, or committee responsibilities.

#### 9.4 Relations with Members:

Without limiting the generality of 9.1 and 9.2, a **Member:**

- (a) **shall**, with respect to Members, avoid all forms of discrimination as specified in **Article 8**;
- (b) have an obligation both **to** the University and to Members to be fair and objective when presenting a professional judgement **on** a Member at the request of an appropriate University committee or authority (e.g., a committee dealing with appointments, tenure, Continuing Appointment, promotion, dismissal or research and instructional development grants);
- (c) shall respect the confidentiality of information about a Member gained through the exercise of administrative duties or participation in a peer committee; such information may be used or disclosed where such use or disclosure is required by the terms of **this Agreement**;
- (d) shall not participate in or vote at more than one stage in the consideration of any application by a Member; the consideration of an application by a unit or sub-unit constitutes the first stage of an application;
- (e) shall not participate in the deliberations of a committee while it adjudicates applications which include his/her own application; however, in the case of grant applications, **this prohibition applies** only to the committee's consideration of applications in the same category as the Member's application.

#### 9.5 Indication of Affiliation:

- (a) As a general rule Members in their scholarly publications or information for performance programs or recording notes should indicate their affiliation with the University.
- (b) Members shall not purport to represent the University **or** speak for it, or to have its approval, unless such authority has been given in writing.

#### 9.6 Contractual and Financial Matters:

##### 9.6.1 A Member who has any interest, directly or indirectly, in any contract, transaction, proposed contract or pro-

posed transaction under consideration by the University and is part of the decision making process with respect to same, shall,

- (a) declare the nature and extent of the interest as soon as possible and **no later than any meeting** in which the Member participates and at which the matter is to be considered;
- (b) refrain from taking part in any discussion or decision-making vote in relation to the matter; and
- (c) withdraw from any meeting when the matter is being discussed if requested to do so by a majority of the members present at the meeting.

##### 9.6.2 In particular, and without limiting the generality of the foregoing, unless specifically authorized by the Vice-President: Academic or designate after full written disclosure of the conflict, Members shall **not:**

- (a) with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services, or real property **from** a source with which the Member, or any individual with whom she/he has an immediate familial, marital, sexual or financial relationship, has a material financial interest;
- (b) engage any Individual with whom the Member has an immediate familial, marital, sexual or financial relationship in any capacity for which remuneration comes from University funds or from funds administered by the University.

## ARTICLE 10: EVALUATION OF A MEMBER'S PERFORMANCE

- 10.1 The University may review the performance of **Members** under **this Article** once per year. Such an evaluation, if any, shall be in addition to any other assessments which may be required by other provisions of **this Agreement**. In the event of outstanding performance, the University may allocate a Merit Increment under the provisions of Article 30. In the event of unsatisfactory performance, the University may take disciplinary action under the provisions of **Article 26**.

## ARTICLE 11: UNIVERSITY GOVERNANCE

### 11.1 Board of Governors and Senate:

- 11.1.1 The Association acknowledges the rights, powers and responsibilities of the **Board** as established by statute, by-law, and practice, except as such rights, powers and responsibilities may have been specifically abridged, delegated, or modified, by the Certification Order or this Agreement. The Board shall exercise those rights, powers, and responsibilities in a manner which is fair, reasonable and consistent with the provisions of **this Agreement**.

**11.1.2** The Parties acknowledge the rights, powers and responsibilities of the Senate as established by statute, by-law, and practice, ~~except~~ as such rights, powers and responsibilities may have been specifically abridged, delegated, or modified, by the Certification Order or this Agreement. The Senate shall exercise those rights, powers, and responsibilities in a manner which is fair, reasonable and consistent with the provisions of this Agreement.

**11.1.3** Except where modified by this Agreement, existing Board and/or Senate policies relating to terms and conditions of employment which are reasonable, certain, and known, and which were in force at the date of the ratification of this Agreement or during the preceding academic year shall continue during the term of this Agreement. The onus of establishing an existing policy within the meaning of this clause shall rest on the party or person alleging the existence of such policy. Either party may seek interpretation of an existing policy relating to terms and conditions of employment by referring any such matter to the Joint Liaison Committees established in Article 5 of this Agreement.

## **11.2 Collegiality:**

**11.2.1** The University acknowledges the rights and responsibilities of Members to participate in the formulation and/or recommendation of academic policies and procedures within the University through duly constituted collegial bodies and committees. The involvement and participation of Members in the selection of senior academic administrators is accepted and supported by the University.

**11.2.2** Pursuant to 11.2.1, the present representation of Members on search committees for University officers who are ex-officio members of Senate, except for the Chairman of the Board and the Chancellor, shall be continued unless otherwise agreed to by the Parties. These search committees include those for the offices of the President, the Vice-president: Academic, the Vice-president: Finance and Administration, the Associate Vice-President: Student Services and Institutional Projects, the Dean of the Faculty of Arts and Science, the Dean of the Faculty of Music, the Dean of the Faculty of Social Work, the Dean of the School of Business and Economics, the Dean of the Faculty of Graduate Studies, the Director of Continuing education, the University Librarian, and the Registrar. Specifically in the search committee for the University Librarian, the number of Librarian Members on the Search Committee shall constitute a majority of the committee members.

**11.2.3** The Parties support the continued inclusion of Librarian Members as full members of the University Faculty Council in accordance with the Minute of the University Senate of May 10, 1990.

## **11.3 Library Council:**

**11.3.1** In fulfilment of the principle of collegial governance stated in 11.2.1, the Library Council shall establish its own policies and procedures including the measures set out below.

**11.3.2** The Library Council shall be composed of:

- (a) the University Librarian, who shall be an ex-officio non-voting member and chair of the Council;
- (b) all department heads; and
- (c) all professional librarians.

**11.3.3** An official record of the proceedings of the Library Council shall be kept and an annual report of the Council's activities shall be made to the Senate by the University Librarian.

**11.3.4** A secretary shall be elected from the Librarian Members to record the minutes of meetings and to assist in the preparation of agendas for meetings. The election shall be held at the first meeting of the Council in the fall term, and the term of office shall be for one year.

**11.3.5** The Library Council shall meet at least once in each of the 3 academic terms, and shall:

- (a) consider and make recommendations to the University Librarian and the Senate Library Committee on library policy;
- (b) receive reports on the activities of the various library departments;
- (c) hear reports on developments in the library and information fields in general and, in particular, in the library systems of Ontario universities, and discuss the implications of such developments for the University Library;
- (d) pursuant to 11.3.3, make an annual report to Senate on the Council's activities;
- (e) consider future directions of library service and operations;
- (f) consider any other matters the Council deems relevant to the administration and policies of the library.

**11.3.6** The University Librarian shall consult with the secretary of the Library Council in the preparation of the agenda, and copies of the agenda and supporting materials shall be sent by the University Librarian to members of the Library Council at least 2 days prior to a Council meeting.

**11.3.7** A meeting of the Library Council shall be held at the call of the University Librarian, or on written request to the secretary by not fewer than 5 members of the Library Council with a copy to the University Librarian.

## **ARTICLE 12: MEMBERS OFFICIAL FILES**

**12.1.1** The University shall maintain only one official personal file (hereafter called the Member's Official File) relating to each Member. All documents maintained by the University and used, or intended to be used, with respect to the employment status of, or in evaluating the professional performance of a Member, shall

- be placed in that Member's Official File.
- 12.1.2** The Members' Official Files shall be kept in the office of the Vice-president: Academic. Deans, the University Librarian, and Department Chairs may maintain certain records with respect to Members within their jurisdictions. All materials in such files must be copied to the Member's Official File, except documents of a purely non-evaluative internal administrative nature. Copies of documents from a Member's Official File may be used and filed elsewhere within the University (for example in the office of a Dean or the University Librarian), as may reasonably be required for normal University administrative purposes.
- 12.1.3** All documents and materials including copies of computer files, with the exception of copies of books, articles or other similar materials, used in any official proceeding or review concerning a Member shall be deposited in the Member's Official File. These proceedings and reviews include but are not limited to those concerning appointment, renewal of appointment, grant of tenure or Continuing Appointment, promotion, and merit award, but shall not include grievance and arbitration proceedings.
- 12.1.4** Documents which do not comply with the rules set out in this Agreement may not be used in reviews, assessments or other proceedings as referred to in 12.1.3, or elsewhere in this Agreement.
- 12.1.5** Where materials already deposited in the Official File are required for any proceeding, true official copies certified and dated by the President or his/her designate shall be made available to individuals directly involved.
- 12.2 Contents of the Official File:**
- 12.2.1** The Official File shall contain records relating both to the employment status of and the evaluation of a Member. No anonymous material shall be placed in the Official File. Each item shall be signed and dated by its author or authors. Aggregated statistical information which is recorded in evaluations and official minutes of meetings are not considered to be anonymous within the meaning of this clause. No anonymous material, if maintained contrary to this Agreement, shall be submitted as evidence in any proceeding involving a Member. If such evidence is submitted, it shall be struck from the record and not considered part of the evidence. Failure to strike such material from the record shall be sufficient in and of itself to invalidate the deliberation, action, or proceeding. Any such anonymous material contained in the files at the time of ratification of this Agreement shall be destroyed by the University.
- 12.2.2** In accordance with the provisions of (a) and (b) below, confidential material shall be restricted to signed letters of reference which the Member has solicited, or for the soliciting of which he/she has given approval, or which are provided for in this Agreement. Assessments and evaluations by the Vice-president: Academic, Deans, the University Librarian, Department Chairs, Area Heads, or other administrative officers of the University, are not letters of reference, and shall not be subject to the provisions of (a) and (b) below.
- (a) Letters received in relation to the initial appointment of a Member at the University shall be confidential and shall not be shown to the said Member before or after his/her appointment. These letters of reference shall be used only for the purpose for which they were written, namely to evaluate the suitability of the candidate for the position. The name of the author and date of these letters shall be included in the inventory of the file pursuant to 12.2.5.
- (b) Letters of reference solicited by or with the approval of a Member who has applied for reappointment or promotion or tenure or Continuing Appointment shall be considered confidential and shall be included only in the confidential portion of the Member's Official File. Upon request, a Member shall be provided with a copy of the body of the letter, excluding any references which would identify the author of the letter, his/her affiliation or address.
- 12.2.3** When confidential material is to be used by the University in the course of proceedings to resolve a grievance and where in the opinion of the arbitrator(s) the identity of the author is central to the resolution of the difference, the arbitrator(s) shall be supplied with the material and may make use of it as is essential to his/her/their decision, having due regard to its confidentiality.
- 12.2.4** The Member may challenge the inclusion of any document in the Official File. The Member has the right to include in the Official File at any time additional material including his/her written comments on the accuracy or meaning of any of the contents of his/her file.
- 12.2.5** All contents of the official File, including confidential material, shall be listed and numbered in order of accession. The Member shall be informed in writing of any additions to or deletion of material from his/her Official File within five (5) working days of the addition or deletion.
- 12.2.6** The Official File shall contain a record indicating which individuals have consulted the Official File, on what date, and for what purpose.
- 12.3 Access to the Official File:**
- 12.3.1** Subject to 12.2.2, upon reasonable notice and upon the presentation of appropriate identification, the Member or the Member's duly authorized representative shall have access to his/her Official File. The Member or his/her representative shall not remove the Official File from the Office of the Vice-President: Academic.
- 12.3.2** Subject to 12.2.2, each Member or the Member's duly authorized representative shall have the right to obtain from the University, on reasonable notice in writing, at University expense, a copy, and at his/her own

expense additional copies, of any or all of the contents of his/her Official File.

- 12.3.3** Neither the Official File ~~nor~~ any of its contents shall be made available to any ~~person~~ or institution, ~~except~~ at the written request of the Member or as part of established assessment procedures and other proceedings as specified in 12.1,3 and elsewhere in this Agreement. ~~We n~~ information is released under law, the details of the release shall immediately be conveyed in writing to the Member.

## ARTICLE 13: APPOINTMENT OF FACULTY

- 13.1.1** All Members are appointed by the Board upon the recommendation of ~~the~~ President, and in accordance with the ~~provisions~~ of Articles 7 and 8.
- 13.1.2** All Appointments of Members, with the exception of Special Academic ~~Ranks~~ specified in 13.8, shall be to one of the following ranks: Lecturer, Assistant Professor, Associate ~~Professor~~ and Professor.
- 13.1.3** Appointment to a ~~rank~~ shall be in accordance with the appointee's ~~experience~~ and level of achievement. ~~For~~ purposes of Provisional or Candidacy or Tenure appointments and promotion, ~~credit~~ for years of service and credit for years in ~~rank~~ as a faculty member at another university, or equivalent experience elsewhere, shall be negotiated, and the agreed upon credit shall be stated in a letter of appointment.
- 13.1.4** Appointments of ~~Members~~ shall be of the following types: Provisional, Candidacy, Tenured, Limited Term.

### CATEGORIES OF APPOINTMENT:

#### **13.2** Provisional Appointment:

- 13.2.1** A Provisional Appointment has a two-year term. During the second ~~year~~ of a Provisional Appointment, the Member is entitled ~~to~~ be considered for a Candidacy Appointment. By November 1 of the ~~second~~ year ~~of~~ a Provisional Appointment, ~~the Dean~~ shall notify the Member of the date and procedures for application for a Candidacy Appointment. Applications for a Candidacy Appointment, including a curriculum vitae and ~~other~~ such documentation ~~as~~ the Member considers relevant, shall be made in writing by the Member to the chair of the relevant Appointment and Promotion Committee by November 15. At the ~~same~~ time, ~~the~~ Member shall forward a ~~copy~~ of the letter of application to ~~the Dean~~ for information.
- 13.2.2** During the second year of the Provisional Appointment, the Member's Department or equivalent, ~~as set out~~ in clauses 13.10.1, and 13.10.2, shall ~~no~~ later than December 15 make a recommendation to the Dean of the Faculty ~~on~~ the granting of a Candidacy Appointment. By February 15 in the ~~second~~ year of a Provisional Appointment, a Member must be notified of the Board's decision ~~to award~~ or deny a Candidacy Appointment. A copy ~~of this~~ notifi-

cation shall be sent ~~to~~ the Association. In the event that a Candidacy Appointment is denied, the University's notification to the Member shall give written reasons for ~~the~~ denial.

#### **13.3** Candidacy Appointment:

- 13.3.1** A Candidacy Appointment ~~has~~ a three-year ~~term~~ and leads to consideration for tenure. Normally, a person would have completed a Provisional Appointment at the University prior to receiving a Candidacy Appointment.

#### **13.4** Appointment with Tenure:

- 13.4.1** Initial Appointment with Tenure may be made ~~in~~ accordance with Article 15 of this Agreement.

#### **13.5** Limited Term Appointment:

- 13.5.1** A Limited Term Appointment is a full-time position, and carries ~~no~~ implication of renewal or continuation beyond the contractually limited ~~term~~. A person holding such an appointment may apply for a Provisional, Candidacy or Tenure Appointment if such a position is available.

- 13.5.2** Limited Term Appointments ~~am~~ made only for the purposes stated in this clause. When ~~the~~ Board makes a Limited Term Appointment, the Vice-President: Academic shall inform the Association in writing stating the reason for ~~the~~ appointment. The purposes ~~are~~:

- (a) to meet temporary needs ~~created~~ when a Member is granted a leave of absence or temporarily ~~transferred~~ to another duty within the University;
- (b) to provide for ~~specific~~ teaching, research, or scholarly needs of limited duration, including the engagement of distinguished visiting professors or persons with special academic knowledge, ~~exper-~~ tise, or experience;
- (c) to provide for specific teaching and ~~research~~ needs which, for budgetary and/or academic reasons, the University does not wish to result in a continuing appointment;
- (d) to accommodate vacancies in the full-time academic ~~staff~~ until full-time qualified persons acceptable for appointment ~~are~~ available;
- (e) for appointment to programs with provisional funding or of a trial nature.

- 13.5.3** Limited Term Appointments of Members shall only be made for periods of six months, twelve months, eighteen months, or twenty-four months, except under pressing circumstances and with the consent ~~of~~ the Association and which consent shall not be unreasonably withheld.

- 13.5.4** When a subsequent Limited Term Appointment is granted, the Member shall not be assigned a ~~rank~~ lower ~~than~~ the rank of his/her previous appointment. Subject to 13.5.1, when a Member ~~on~~ Limited Term Appointment receives a new Limited Term Appointment for all or part of the next academic year, the Member shall receive adjustments in compensation pursuant to Article 30.



- 13.5.5** In making Limited Term Appointments, the University shall follow the procedures set out in clauses 13.1, 13.9, and 13.11.
- 13.5.6** Effective upon the ratification of this Agreement, a Member shall serve for no more than 4 consecutive years in Limited Term Appointments. When a Member is appointed for a period longer than 4 consecutive years, the Member shall be deemed to hold a Candidacy Appointment.
- 13.5.7** All Members who have had Limited Term Appointments continuously since June 30, 1990 and who have been offered or hold a Limited Term Appointment for the 1993-94 academic year shall be exempt from the provisions of 13.5.6.
- 13.6 Joint Appointment:**
- 13.6.1** A Joint Appointment is an appointment shared by two Faculty Members of the Bargaining Unit.
- 13.6.2** Where sound academic reasons exist for so doing a Faculty Member may request a Joint Appointment with another Faculty Member. After consultation with the Department Chair(s) and/or Dean, as appropriate, the Faculty Member(s) shall submit the application for the appointment to the Vice-President: Academic who shall have the final authority for making the appointment. A Member shall not receive a Joint Appointment without his/her consent in writing.
- 13.6.3** Before a Member agrees to a Joint Appointment, he/she shall meet with the Vice-President: Academic, and shall reach agreement on how the Members' work is to be shared between the Members who share the Appointment, and how the procedures used in assessing the Member for subsequent or Tenure Appointment, promotion, and salary increments are to be applied.
- 13.6.4** The terms and conditions of the Joint Appointment shall be in writing signed by the 2 Members and the Vice-President: Academic. Within 5 days of its signing the Vice-president: Academic shall send a copy of the agreement to the Association.
- 13.7 Cross-Appointment:**
- 13.7.1** Where sound academic reasons exist for so doing, a Member may receive as an initial or subsequent appointment a Cross-Appointment in two or more academic sub-units or units within the University. A Member shall not receive a Cross-Appointment without his/her consent in writing.
- 13.7.2** Before a Member agrees to a Cross-Appointment, he/she shall meet with the Dean(s) and the Vice-President: Academic, and there shall be an agreement on how the Member's work is to be shared between the academic units concerned, which academic unit is to have primary responsibility for the Member in administrative and academic matters, and the procedures to be used in assessing the Member for subsequent or Tenured Appointment, promotion, and merit. The Member shall retain residual rights in one of the academic units or sub-units to which he/she would return on a full-time basis should academic needs change.
- 13.7.3** The terms and conditions of the Cross-Appointment shall be in writing signed by the Member and the Vice-president: Academic, who shall have the final authority for making the appointment. Within 5 days of its signing the Vice-Mident: Academic shall send a copy of the agreement to the Association.
- 13.8 Special Academic Banks:**
- 13.8.1** The terms and conditions of employment of the following Special Academic Ranks shall be individually negotiated between the individual and the University:
- (a) Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor or Visiting Lecturer is a faculty member visiting the University for a limited period of not more than one (1) year who normally holds a rank of similar status at another university.
- (b) Artist in Residence (Executive in Residence, Social Worker in Residence, etc.) is a specialist in an applied field who does not assume a normal teaching load and is not required to do basic academic research during the appointment.
- 13.8.2** Appointment to such Special Academic Ranks shall be made only for the purposes and under the conditions stated above. When the University makes appointments to these ranks, the Vice-president: Academic shall inform the Association of the appointment and the category (a) or (b) under which the appointment falls.
- 13.9 Equity in Appointments:**
- 13.9.1** The Parties agree to the principles of employment equity, and agree that appointment procedures shall be in accordance with Article 22.
- 13.10 Department (or equivalent) Appointment and Promotion Committee:**
- 13.10.1** By September 15 of each academic year, each Department or Faculty, in the case of Music and Social Work, shall elect an Appointment and Promotion Committee. Academic Programs which have Members and which are not organized as a department or faculty (e.g. Fine Arts) shall select a Committee in accordance with (f) below. The size of the Committee, quorum and method of election shall be determined by each such Department, Faculty, or Program provided that:
- (a) all members of the Appointment and Promotion Committee shall be Members holding Provisional, Candidacy or Tenured Appointments;
- (b) the Appointment and Promotion Committee shall consist of at least five (5) Members of the academic unit or sub-unit;
- (c) subject to (a) and (b) above, academic units or sub-units may choose to sit as a committee of the whole;
- (d) the Committee shall include at least one female tenured Faculty Member. Academic units or sub-units with no such Member eligible to serve

shall select a female tenured Faculty Member from a cognate unit or discipline to serve on the committee;

- (e) Departments with fewer than five eligible Members shall choose Members from the academic unit to serve on the Committee;
- (f) Committees for Programs shall include eligible Members of the Program plus additional Members, if required, chosen by Program Members from the academic unit, and approved by the Joint Liaison Committee;
- (g) the Department Chair (or equivalent) shall preside ex-officio over the Appointment and Promotion Committee, when the Chair (or equivalent) is ineligible to serve, the Committee shall elect one of its members to serve as chair;
- (h) in non-departmentalized Faculties (Music and Social Work) the Temporary Chair shall preside ex-officio over the Appointment and Promotion committee,
- (i) in the event that an elected member is unable to carry out required Committee responsibilities, or has a declared conflict of interest, the Department or Faculty shall meet to elect a replacement for the remainder of the term of the office;
- (j) a Member applying for Tenure or Promotion shall not serve on the Department (or equivalent) Appointment and Promotion Committee for meetings concerning tenure and Promotion applications during the academic year when his/her own application is to be considered. Subject to the provisions on conflict of interest pursuant to Article 9, a Member applying for Tenure or Promotion is eligible to serve on the Appointment and Promotion committee for meetings concerning all other matters during the academic year when his/her own application is to be considered.

**13.10.2** The Appointment and Promotion Committee shall assess and recommend applicants for Provisional, Candidacy, Tenure and Limited Term Appointments, and candidates for promotion in rank. The Appointment and Promotion Committee shall determine its own procedures, including balloting, in fulfilling its responsibilities pursuant to Articles 13 and 15, and these procedures along with a list of Committee members shall be communicated in writing to the Dean and the Association by September 15 of each year.

**13.10.3** When a Member has applied for a Provisional, Continuing, or Limited Term appointment, the Chair or Dean, as appropriate, shall provide a copy of the Member's Official File to the relevant Appointment and Promotion Committee within 5 days of receiving the application.

### **13.11 Initiating and Recommending Appointments:**

**13.11.1** The Dean of each Faculty shall establish procedures for consultation and shall consult with his/her academic unit in determining the allocation of positions

within the academic unit, but the final decision in such allocation including rank shall be that of the Dean.

**13.11.2** When it has been determined by the Dean that an appointment is to be made in a Department or Faculty, the Appointment and Promotion Committee shall recommend to the Dean the academic qualifications and the experience required for the position. After having considered the Committee's recommendation concerning the above, the Dean shall authorize a search for a person to fill the allocated position, and the Department Chair shall institute the search in accordance with the terms of this Agreement and University policies and procedures. In non-departmentalized Faculties, the Dean, after having considered the Committee's recommendation, shall authorize, and the Dean, or his or her designate, shall institute the search.

**13.11.3** Appointments of Members shall be made only after the positions have been advertised by the University in appropriate publications which shall include University Affairs and the CAUT Bulletin so far as publication schedules and policies permit. Where appointments must be made urgently for sound academic reasons or where a fully qualified candidate is currently in the employ of the University, exceptions to this practice may be authorized by the Vice-President: Academic, upon consultation with the Department and the Dean. When this exceptional practice is authorized, the Vice-President: Academic shall, within 5 days, inform the Association in writing giving reasons for the exception.

**13.11.4** In assessing candidates, consideration shall be given to the nature of the duties to be performed as advertised, to the character and quality of the degrees held, to the record of and potential for teaching, research, and other scholarly, creative or professional work. The assessment shall be made objectively on sound academic grounds.

**13.11.5** The Appointment and Promotion Committee shall recommend to a formal meeting of the academic unit, in the Faculties of Social Work and Music, or subunit in other Faculties either a rank-ordered short list or the name of a single candidate.

**13.11.6** In departmentalized faculties, the Department Chair shall recommend to the Dean the name of a single candidate, or if the Department prefers, a rank-ordered short list, approved by majority vote of all Members in the Department or academic sub-unit, together with his/her own recommendation. In non-departmentalized faculties, the recommendation to the Dean shall be made by a majority vote of all Members in the Faculty. When a recommendation for a Limited Term Appointment needs to be made for urgent reasons in the Spring Term, and five Members are not available to constitute a Department (or equivalent) Appointment and Promotion Committee, the Chair in consultation with available Members may make the recommendation to the Dean.

**13.11.7** Upon the receipt of the recommendation pursuant to

13.11.6, the **Dean** shall forward his/her own **recom-** mendation along with the recommendation of the Department or Faculty to the Vice-president: Academic who shall forward these recommendations and his/her own recommendation to the President.

**13.11.8** The President shall forward his/her recommendation, and the recommendations received pursuant to 13.11.7, to the Board, and the Board shall decide on the appointment.

**13.12 Letter of Appointment:**

**13.12.1** The successful candidate shall receive a letter of appointment in duplicate from the President or his/her designate specifying the **terms** of employment, including:

(a) department or unit in which the appointment is made;

**(b) rank;**

(c) Reference Salary, and where applicable actual **salary;**

(d) **type** of appointment;

(e) **date** on which the appointment commences;

**(f)** credited years of service, and credited years in rank, if any, pursuant to 13.1.3 and 17.1.3;

(g) duration of appointment period, **where** applicable;

(h) such **other** terms and conditions of the appointment which have been agreed upon by the candidate and the University provided they **are** not inconsistent with the terms of **this Agreement;**

(i) a statement that the appointment is subject to the terms of **this Agreement.**

**13.12.2** A copy of **this Agreement** shall be included with the **letter** of appointment, and if the **offer** is acceptable to the candidate, the candidate shall sign and return one copy of the **letter** to the President or designate.

## ARTICLE 14: APPOINTMENT OF LIBRARIANS

### 14.1 Academic Status and Appointment of Librarians:

**14.1.1** As the nature of their work and the qualifications required to carry it out are essentially academic, librarians are partners with faculty in the support and promotion of the University's educational goals. All Members are appointed by the University and in accordance with provisions of Articles 7 and 8.

**14.1.2** The minimum academic qualifications for a librarian position shall be a first undergraduate degree and a professional degree from a recognized school of library and information studies or its equivalent. A second Masters degree in an academic subject area is preferred.

**14.1.3** All appointments of Members are at one of the following ranks: Librarian I, Librarian II, Librarian III, or Librarian IV.

**14.1.4** Initial appointments may be made to any rank,

Librarian I, II, III or IV, depending on the appointee's experience and level of achievement. Credit for years of service and credit for years in a rank at another university library, or equivalent experience elsewhere, shall be recognized, and the agreed upon credit, if any, shall be stated in a letter of appointment.

**14.1.5** Appointments of Members shall be of the following types: Provisional, Candidacy, Continuing, or Limited Term.

### CATEGORIES OF APPOINTMENT :

#### 14.2 Provisional Appointment:

**14.2.1** A Provisional Appointment has a 2 year term. A Member holding a Provisional Appointment shall be considered for a Candidacy Appointment in accordance with 14.3.

**14.2.2** A Librarian I shall hold a Provisional Appointment, before being considered for a Candidacy Appointment.

**14.2.3** After 6 and 12 months of service in a Provisional Appointment, a Member's performance shall be reviewed by the University Librarian. The Member shall be provided with the written performance review(s) within 5 days of each evaluation, and a copy of the review(s) shall be placed in the Member's Official File.

**14.2.4** After 15 months service, the Member shall be notified by the University Librarian of the procedures for application for a Candidacy Appointment. The Member is entitled to be considered for a Candidacy Appointment, and within 40 days of the receipt of the notice above, the application including a curriculum vitae and other such documentation as the Member considers relevant, shall be made in writing to the Temporary Chair of the LAP Committee. At the same time, the Member shall forward a copy of the letter of application to the University Librarian for information.

**14.2.5** Within 20 days of the Librarian Member's application, the Librarian Appointment and Promotion [LAP] Committee, as specified in 14.8, shall make a recommendation to the University Librarian on the granting of a Candidacy Appointment.

**14.2.6** Within 20 days of receipt of the recommendation of the LAP Committee, the University Librarian shall make a recommendation on the suitability of the Member for a Candidacy Appointment, and shall forward his/her own recommendation along with the recommendation of the Librarian Appointment and Promotion Committee to the Vice-president: Academic.

**14.2.7** Within 20 days of receipt of the recommendations, as per 14.2.6, the Vice-President: Academic shall notify the Librarian Member whether or not a Candidacy Appointment has been granted. In the event that a Candidacy Appointment is denied, the Vice-President: Academic's notification to the Member shall give written reasons for the denial.

**14.3 Candidacy Appointment:**

**14.3.1** A Candidacy Appointment has a two-year term. A Member holding a Candidacy Appointment shall be considered for a Continuing Appointment under the procedures set out in Article 16.

**14.3.2** A Librarian who is appointed at the rank of Librarian II, III, or IV with appropriate academic qualifications and professional experience may be granted a Candidacy Appointment without serving a Provisional Appointment.

**14.4 Continuing Appointment:**

**14.4.1** Continuing Appointment signifies the right of a Member to continuous and permanent appointment, which may be terminated only through resignation, or retirement, or financial exigency under the provisions of Article 24, or by dismissal for just cause under the provisions of Article 26.

**14.4.2** A Librarian with appropriate academic qualifications and professional experience may be granted a Continuing Appointment without serving a Provisional Appointment or Candidacy Appointment, pursuant to 16.4.2.

**14.4.3** An assessment for a Continuing Appointment shall occur under the procedures and criteria set out in Article 16. Notification of the awarding or denial of a Continuing Appointment shall occur no later than 3 months prior to the termination of the Candidacy Appointment. A copy of this notification shall be sent to the Association.

**14.5 Department Heads:**

**14.5.1** Appointments to the position of Department Head shall not normally be below the rank of Librarian III.

**14.5.2** Appointments to the position of Department Head shall follow the procedures set out in clause 14.9.

**14.6 Limited Term Appointment:**

**14.6.1** A Limited Term Appointment is a full-time position, and carries no implication of renewal or continuation beyond the contractually limited term. A person holding such an appointment may apply for a Provisional, Candidacy or Continuing Appointment if such a position is available.

**14.6.2** When the University makes a Limited Term Appointment, the Vice-president: Academic shall inform the Association within 10 days of making the appointment stating the reason. The reasons for making Limited Term Appointments are as follows:

- (a) to meet temporary needs created when a Librarian Member is on leave or temporarily transferred to another duty within the University;
- (b) to appoint a librarian who holds a Continuing Appointment at another institution, and who is therefore designated as "Visiting";
- (c) to appoint a librarian for a specific project of fixed duration;

(d) to provide for specific Library needs which, for budgetary or professional reasons, the University does not wish to result in a Continuing Appointment;

(e) for appointments based upon provisional funding or activities of a trial nature.

**14.6.3** Limited Term Appointments may be made for periods of up to 24 months.

**14.6.4** When a subsequent Limited Term Appointment is granted, the Librarian Member shall not be assigned a rank lower than the rank of his/her previous appointment. Subject to 14.6.1, when a Librarian Member on Limited Term Appointment receives a new Limited Term Appointment for all or part of the next academic year, the Member shall receive adjustments in compensation pursuant to Article 30.

**14.6.5** Effective upon ratification of this Agreement, a Librarian Member shall serve for no more than four consecutive years in Limited Term Appointments. When a Librarian Member is appointed for a period longer than four consecutive years, the Librarian Member shall be deemed to hold a Candidacy Appointment.

**14.6.6** Periods of service in Limited Term Appointments shall be deemed periods of probationary service toward a Continuing Appointment, and periods of service for promotion in rank.

**14.6.7** A Member who is serving his/her second year on Limited Term Appointments shall be informed by the University, no later than 6 months before the expiry of the Limited Term Appointment, whether or not he/she will be granted a Candidacy or Continuing Appointment pursuant to 14.3 and 14.4.

**14.7 Other Categories of Appointment:**

**14.7.1 Librarian Joint Appointment:**

**14.7.1.1** A Librarian Joint Appointment is an appointment shared by two (2) Librarian Members.

**14.7.1.2** Where sound academic reasons exist for so doing a librarian may request a Joint Appointment with another librarian. The application shall be made to the University Librarian and the authority for granting a Joint Appointment rests with the Vice-President: Academic. A Member shall not receive a Joint Appointment without his/her consent in writing.

**14.7.1.3** Before a Member agrees to a Joint Appointment, he/she shall meet with the Vice-President: Academic and the University Librarian, and shall reach agreement on how the Members' work is to be shared between the Members who share the Appointment, and how the procedures used in assessing the Member for subsequent or Continuing Appointment, promotion, and salary increments are to be applied.

**14.7.1.4** The terms and conditions of the Joint Appointment shall be in writing signed by the two Members and the Vice-president: Academic. Within 5 days of its signing the Vice-President: Academic shall send a copy of the agreement to the Association.

## **14.7.2 Cross-Appointment:**

**14.7.2.1** ~~Where~~ sound academic reasons exist for ~~so~~ doing, a Member may receive as an initial or subsequent appointment a Cross-Appointment divided between a Librarian position and a Faculty position. A Member shall not receive a Cross-Appointment without his/her consent in writing. The authority for granting a Cross-Appointment rests with the Vice-president: Academic.

**14.7.2.2** Before a Member agrees to a Cross-Appointment, he/she shall meet with the **Vice-President: Academic** and shall reach ~~agreement~~ on how the Member's work is to be shared between the academic units ~~concerned~~, which academic unit is to have primary responsibility for the Member in administrative and academic ~~matters~~, and the procedures to be ~~used~~ in assessing the Member for subsequent appointments or Tenure or Continuing Appointment, ~~rank~~, promotion, and salary. The Member shall ~~retain~~ residual ~~rights~~ in one of the academic units to which he/she would return on a full-time basis should academic needs change.

**14.7.3** The ~~terms~~ and conditions of the Cross-Appointment shall be in writing signed by the Member and the Vice-President: Academic. Within 5 days of its signing the **Vice-President: Academic** shall send a copy of the ~~agreement~~ to the Association.

## **14.8 Librarian Appointment and Promotion [LAP] Committee:**

**14.8.1** By September 15 of each academic year, the librarians-in-council, consisting of all Librarian Members of the Bargaining Unit, shall elect members to the Librarian Appointment and Promotion [LAP] Committee. The size of the Committee, quorum, the chair, and the ~~method~~ of election shall be determined by ~~the librarians-in-council~~, provided ~~that~~:

- (a) all members of the **Committee** shall be Librarian Members with Continuing Appointments ~~except~~ as provided for in 16.5.4;
- (b) the Committee shall consist of at least five (5) members;
- (c) Members on leave of absence of 4 months or ~~more~~ shall not be eligible for election to the LAP **Committee**. In the event that an elected member is unable to carry out required Committee responsibilities, or has a ~~declared~~ conflict of interest, the librarians-in-council shall meet to elect a replacement for the ~~remainder~~ of the term of the office.
- (d) A Librarian Member applying for Continuing Appointment or Promotion shall not ~~serve~~ on the LAP **Committee** for meetings concerning continuing appointment and promotion applications during the academic year when his/her own application is ~~to be considered~~. Subject to the provisions on conflict of interest pursuant to 9.2 and 9.2.1, such a Member is eligible to serve ~~on~~ the Committee for all other matters during the academic year when his/her own application is to be considered.
- (e) A Librarian Member of the University Librarians'

Continuing Appointment and Promotion Committee (ULCAP) shall not serve on the LAP Committee for meetings concerning continuing appointment ~~and~~ promotion applications. **Subject** to the provisions on conflict of interest pursuant to **9.2** and **9.2.1**, such a Member is eligible to serve on the LAP Committee for all other matters.

**14.8.2** The LAP Committee shall assess and recommend applicants for Provisional, Candidacy, Continuing, Limited Term, and Department Head Appointments, including applications for Joint or Cross Appointments, and candidates for promotion in rank in the University Library. The Committee shall adhere to the ~~procedures~~ set out in **14.9** and **16.5**, and to the principles and procedures on Employment Equity in Article 22. In ~~matters~~ not set out in this Agreement, the **Committee** shall determine its ~~own~~ **procedures**. Its procedures along with a list of Committee members shall be communicated in writing to the University Librarian and the Association by September 30 each year.

**14.8.3** When a Librarian Member has applied for a Provisional, Candidacy, Continuing, Limited Term or Department Head Appointment, the University Librarian shall provide a copy of the Member's Official File to the Librarian Appointment and Promotion **Committee** within 5 days of receiving the application.

**14.8.4** The LAP Committee's ~~recommendations~~ on applications for Continuing Appointment and on candidates for promotion in rank shall ~~be made~~ in writing to the University Librarians' Continuing Appointment ~~and~~ Promotion Committee pursuant to **16.5**. The LAP Committee's recommendations on Provisional, Candidacy, Limited Term, and Department Head Appointments, including applications for Joint or **Cross** Appointments, shall be ~~made~~ in writing to the University Librarian pursuant to 14.9.

## **14.9 Initiating and Recommending Appointments:**

**14.9.1** In assessing staffing ~~needs~~ of the professional librarian component of the Library staff, the University Librarian shall consult with the librarians-in-council, but the ~~final~~ decision in the establishment of librarian positions shall ~~be~~ that of the **Vice-President: Academic** upon consideration of ~~recommendations~~ of the librarians-in-council and the University Librarian.

**14.9.2** When it has been determined by the **Vice-President: Academic** that a librarian appointment is to be ~~made~~, the librarians-in-council shall recommend to the University Librarian the qualifications and experience ~~required~~ for the position. The University Librarian, after having ~~considered~~ the librarians-in-council's recommendation, shall authorize and institute the ~~search~~.

**14.9.3** A copy of the approved description of the position shall be sent by internal mail ~~to~~ all Librarian Members, and to the Association for posting.

**14.9.4** The position shall be advertised in various professional publications, including at least the **CAUT Bulletin**

and the Canadian Library Association's **Felicter** as far as publication schedules and policies permit. **Where** appointments must be made urgently for sound academic reasons or where a fully qualified candidate is currently in the employ of the University, **exceptions** to this requirement may be recommended **to the** Vice-president: Academic by the Librarian Appointment and Promotion Committee. **This** exceptional practice may be authorized by the Vice-president: Academic who shall immediately inform the Association in writing giving reasons for the exception.

**14.9.5** Applications **shall be** sent to the University Librarian, who shall forward them to the Chair of the LAP committee.

**14.9.6** After consultation with the University Librarian, the LAP Committee shall assess applications and draw up a short list. Prospective candidates shall be interviewed by the Committee and the University Librarian. Each internal candidate shall be interviewed by the LAP Committee and the University Librarian.

**14.9.7** In assessing candidates, **consideration** shall be given **to the** nature of the duties **to** be performed as advertised, to the character and quality of the **degrees** held, and to the record of professional and other relevant experience. The assessment shall be made objectively on sound academic grounds.

**14.9.8** The LAP Committee shall submit its recommendation of the name of a single candidate, or, if the **Committee** prefers, a rank-ordered list **to the** University Librarian, who shall forward his/her **own** recommendation **along** with the recommendation of the LAP Committee to the Vice-president: Academic who shall make the final decision. The Vice-president: Academic shall not make any appointment of a Librarian Member including renewal or extension of an appointment without the recommendation of the LAP Committee.

**14.9.9** If appropriate procedures have not been followed, or if no suitable candidate is found, the Vice-president: Academic shall direct the University Librarian **to reinstitute** the **search in** accordance with the provisions of **this** Article 14.

**14.10 Letter of Appointment:**

**14.10.1** The successful candidate shall receive a letter of appointment in duplicate from the Vice-president: Academic specifying the precise terms of employment, including:

- (a) department or unit in which the appointment is **made**;
- (b) rank;
- (c) Reference Salary, and where applicable actual salary;
- (d) type of appointment;
- (e) **date** on which the appointment commences;
- (f) credited years of service, and credited years in

- rank, if any, pursuant to 14.1.4 and 17.1.3;
- (g) duration of probationary period, where applicable;
- (h) date at which renewal **and/or** Continuing Appointment proceedings may commence, where applicable;
- (i) such other **terms** and conditions of the appointment as have **been** agreed upon by the candidate and the University provided they **are** not inconsistent with the **terms** of this Agreement;
- (j) a statement that the appointment is subject to the **terms** of this Agreement.

**14.10.2** A copy of this Agreement shall be included with the letter of appointment, and if the **offer** is acceptable **to** the candidate, the candidate shall sign and return one copy of the letter to the Vice-President: Academic.

**ARTICLE 15: PROMOTION AND TENURE OF FACULTY**

**15.1.1** Promotion in rank, from Lecturer **to** Assistant Professor, from Assistant Professor to Associate Professor, and **from** Associate Professor to Professor, is a recognition of the Member's growth and development as a teacher and scholar, and of his or her service to the University and **the** academic community.

**15.1.2** Tenure signifies the right of a Member **to** permanency of appointment which may be terminated only through:

- (a) resignation;
- (b) retirement;
- (c) reasons of financial exigency or program **d u n - dancy** as provided for under Article 24;
- (d) dismissal for **just** cause **as** provided under Article 26.

**15.1.3** Decisions **on** the granting of tenure and the awarding of promotions in rank **to** Members shall be made by **the B o d** **upon** the recommendation of the President who in making his/her recommendation shall consider, among other **things**, the **recommendations of**:

- (a) the Department (or equivalent) Appointment and Promotions **Committee** and,
- (b) **the** Senate Promotion and Tenure Committee.

**15.2 Progression to Promotion:**

**15.2.1** With the **exception of** 15.7.3, application for promotion is initiated by the individual Member **through the** chair of the relevant Appointment and Promotion Committee **in** accordance with **clause** 15.4.

**15.2.2** With the exception of 15.7.3, a Member shall not be considered for promotion without his/her consent.

**15.3 Progression to Tenure:**

**15.3.1** A Member holding a Candidacy Appointment, **as** defined **in** clause 13.3, must be considered for tenure not later than the third year of his/her Candidacy Appointment. When a Member has **been** considered

- for tenure, he/she must be notified of the decision on or before December 15 of the academic year in which he/she was considered.
- 15.3.2** In particular cases, an Appointment with Tenure may be a Member's initial appointment. In such cases, the Department (or equivalent) Appointment and Promotion Committee and the Senate Promotion and Tenure Committees shall assess the candidate's qualifications, and make a recommendation to the President prior to his/her recommendation to the Board.
- 15.3.3** The Senate Promotion and Tenure Committee shall not consider a Member's application for tenure unless he/she has received a Candidacy Appointment, except as provided in 15.3.2. The normal time for tenure consideration is during the third year of a Candidacy Appointment, but a Member is entitled to be considered for tenure during any year of his/her Candidacy Appointment. The Member who chooses to be considered for tenure prior to the final year of his/her Candidacy Appointment shall not be required to adduce qualifications beyond those normally considered appropriate for tenure, nor shall the Senate Promotion and Tenure Committee lower its standards to accommodate such a candidate. A Member initiates the procedure towards early tenure consideration in accordance with clause 15.4.
- 15.3.4** At the beginning of the academic year, the Dean shall notify a Member in the third year of a Candidacy Appointment, and the Chair of his/her academic sub-unit or unit, of the forthcoming tenure hearing. The notification shall advise the Member of the date by which an application shall be submitted in accordance with clause 15.4.
- 15.3.5** A Member holding a Candidacy Appointment may apply and be considered for tenure only once.
- 15.4** Procedures of Department (or Equivalent) Appointment and Promotion Committee:
- 15.4.1** Application for promotion and/or tenure shall be made in writing by the Member, and shall be sent to the chair of the appropriate Appointment and Promotion Committee on or before the date specified in clause 15.6.6. The application shall be accompanied by a curriculum vitae, a copy of all scholarly publications listed in the curriculum vitae, and such other documentation as the Member considers as evidence of fulfilment of the criteria. At the same time, the Member shall forward a copy of the letter of application to the Dean for information. The Member shall provide the Department (or equivalent) Appointment and Promotion Committee with sufficient information for the Committee to make an evaluation and recommendation with respect to the criteria.
- 15.4.2** The Chair or Dean, as appropriate, shall forward the application, supporting documentation, and a copy of the Member's Official Pile to the appropriate Department (or equivalent) Appointment and Promotion Committee within 5 days of receipt of an application. Applications for promotion to the rank of Professor shall include external reviews as specified in
- 15.4.4.** Constituted in accordance with 13.10.1, the Committee shall base its recommendation upon the information and documentation provided for in clauses 15.4.1 and 15.4.2.
- 15.4.3** The Member shall be invited to appear before the Department (or equivalent) Appointment and Promotion Committee and to present any further evidence and/or supporting information, oral and/or written, he/she deems appropriate. The Department (or equivalent) Appointment and Promotion Committee shall request from the Member any further information it deems necessary or relevant to make a recommendation. The Member shall have the right to be accompanied by a representative of his/her choice. The Department (or equivalent) Appointment and Promotion Committee shall assess the Member's overall record of performance using the appropriate conditions and criteria pursuant to this Article. In the event any negative information is presented to the Committee, the Member shall be provided with such information in writing and shall be provided, (prior to any vote being taken by the Committee) with a reasonable opportunity of responding to such negative information. A recommendation of the Department (or equivalent) Appointment and Promotion Committee shall be based only on documentation presented pursuant to this clause and clauses 15.4.1, and 15.4.2. The report of the Department (or equivalent) Appointment and Promotion Committee shall include a numerical record of the vote upon which the recommendation is based.
- 15.4.4** A recommendation for promotion from Associate Professor to Professor usually requires that a Member's scholarly or professional achievements be of sufficient significance to be recognized outside of as well as within the University community:
- (a) Accordingly the Department (or equivalent) Appointment and Promotion Committee will solicit written appraisals of the candidate's scholarship or professional achievement from at least three (3) referees who are familiar with the candidate's work. At least two (2) of the referees shall not be employed by this institution. Also at least two (2) of the referees shall be chosen from a list furnished by the candidate at the time of application for promotion to Professor.
- (b) By November 15, the Department Chair or equivalent shall have confirmed the availability of referees, and shall forward to each referee a copy of the candidate's curriculum vitae and other relevant material. The referee shall be requested to respond within 4 weeks. Upon receipt, the references shall be placed in the confidential portion of the Member's Official Pile.
- 15.4.5** By the date specified in clause 15.6.6 the Member shall be informed of the Appointment and Promotion Committee's recommendation, and be provided with a numerical record of the vote upon which the recommendation is based, and a written statement of reasons for that recommendation. If the recommendation is

not unanimous, the statement shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the conditions and criteria for tenure and promotion. At the same time, the **Committee** shall forward a copy of the recommendation to the Dean for information.

**15.4.6** By the date specified in clause 15.6.6, the chair of the Appointment and Promotion Committee shall forward the application and supporting documentation, the Committee's report and recommendation as per 15.4.5, and copies of all correspondence with the applicant and referees to the Vice-president: Academic, the chair of the Senate Promotion and Tenure Committee. The chair of the Senate Promotion and Tenure Committee shall distribute all such material to the Committee members within 5 working days of the date of receipt specified in 15.6.6.

**15.5 Procedures of the Senate Promotion and Tenure Committee:**

**15.5.1** The Senate Promotion and Tenure Committee is chaired by the Vice-President: Academic, and reports its recommendations on specific promotion and tenure cases to the President.

**15.5.2** The Senate Promotion and Tenure Committee shall consist of nine (9) members as follows: the Vice-President: Academic, who shall chair the **committee**; the Director of Research; the Dean of the Member's Faculty; one Dean appointed by the Vice-president: Academic; and five (5) tenured Faculty Members to be elected for two-year terms by the University Faculty Council. One Faculty Member shall be from each of the Faculties of Arts and Science, Music, Social Work, and the School of Business and Economics, and one Faculty Member shall be elected at large. In addition, the University Faculty Council shall elect, on the same basis as the elected members, five (5) tenured Faculty Members as alternates, to serve for the remainder of the academic year, in the event that an elected Faculty Member is unable to carry out required Committee responsibilities. No Faculty Member shall be a member of the Senate Promotion and Tenure Committee during the academic year in which he/she is to be considered for promotion.

For the 1993-94 academic year, three of the elected Faculty Members shall serve a two-year term, and two shall serve a one-year term. The two serving the one-year term shall be chosen by lot from among the elected Faculty Members.

The Vice-president: Academic shall designate one **Dean** to serve as an alternate. The alternate member shall serve only when one of the Deans or the Director of Research is unable to carry out Committee responsibilities. When the Vice-president: Academic is unable to carry out Committee responsibilities, the President shall designate a replacement and the **Director** of Research shall serve as chair.

**15.5.3** The Member's Chair shall be present for the Senate Promotion and Tenure Committee's discussion and shall provide any further information the Committee

deems necessary to make a recommendation.

**15.5.4** The Senate Promotion and Tenure Committee shall request from the Member any further information it deems necessary to make a recommendation. The Member shall be invited to appear before the Committee, or if the Member prefers, he/she shall be allowed to make written submissions to the Committee for the purpose of presenting any further information, oral and/or written, he/she deems appropriate. In the event any negative information is presented to the Committee, the Member shall be provided with such information in writing and shall be provided (prior to any vote being taken by the Committee) with a reasonable opportunity of responding to such negative information. In appearing before the Committee, the Member shall have the right to be accompanied by a representative of his/her choice.

**15.5.5** The Senate Promotion and Tenure Committee's recommendation shall be based only on documentation presented and the evidence heard, and the recommendation of the Department (or equivalent) Appointment and Promotion Committee. The Senate Promotion and Tenure Committee's recommendation shall include a numerical record of the vote upon which the recommendation is based.

**15.5.6** The Senate Promotion and Tenure Committee shall keep an Official Record of minutes. At the conclusion of a Committee's deliberations, the minutes shall be placed in a file in the Vice-president: Academic's office. Included in the minutes shall be records of all Senate Promotion and Tenure Committee's recommendations and the reasons for them as well as a numerical record of all votes.

**15.5.7 Voting:**

(a) Nine (9) members constitute a quorum, all members shall vote on any application.

(b) All voters shall vote yea or nay.

(c) Secret Ballot shall be used.

(d) The motion shall be framed in the affirmative: That the candidate be granted promotion or tenure.

(e) The Committee's recommendation shall be determined by a simple majority and failure to obtain a majority on the motion results in the defeat of the motion and a negative recommendation shall go forward.

(f) The ballots shall be the official record of the vote and shall not be destroyed until a final decision is made on the Member's application for promotion or tenure.

**15.6 Action Subsequent to Voting:**

**15.6.1** By the date specified in clause 15.6.6, the Member, the Member's Dean, and Chair shall be informed of the Senate Promotion and Tenure Committee's recommendation, including a numerical record of the vote upon which the recommendation is based, and a written statement of reasons for that recommendation. If the recommendation is not unanimous, the statement



shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the conditions and criteria for tenure and promotion.

**15.6.2** By the date specified in clause 15.6.6, the Vice-President Academic shall forward a report to the President which report shall include the application for promotion and/or tenure, as appropriate, together with documentation presented, the Department (or equivalent) Appointment and Promotion Committee's recommendation, as described in 15.4.5, and the Senate Promotion and Tenure Committee's recommendation as described in 15.6.1. If either or both of these recommendations are not unanimous, the material forwarded to the President shall include the statement(s) of the reasons supporting and opposing the recommendation.

**15.6.3** (a) The President, after preparing and submitting his/her recommendation to the Board shall forward a copy to the Member together with reasons for the recommendation.

(b) The President shall submit his/her recommendation to the Board at the first reasonable opportunity following receipt of the recommendation of the Senate Tenure and Promotion Committee.

(c) The recommendation of the President or his/her failure to make a recommendation to the Board under this clause 15.6.3 shall be subject to the grievance and arbitration procedures set forth in Article 27 of this Agreement.

**15.6.4** Within 5 working days of the Board's decision, or at the latest by the date specified in clause 15.6.6, the President or his/her designate shall give the Member formal notice of the granting or denial of promotion and/or tenure. Tenure appointments and promotions for Members shall be effective July 1 following the Board's decision, except as provided under the provisions of 15.7.3.

**15.6.5** If the Board denies tenure, the employment of the Member by the University shall terminate at the end of the Member's Candidacy Appointment.

**15.6.6** With the exception of alternative dates established by the mutual consent of the applicant and the University, the final dates for application and for each step of the assessment process for promotion and tenure, including the final recommendations of each assessment level pursuant to the preceding clauses of this Article, shall be as set out in the table below:

	Tenure	Promotion*	Promotion Professor
Member's Application	Sept. 15	Jan. 15	Nov. 1
Dept. Committee to Senate committee	Oct. 15	Mar. 15	Mar. 15
Senate Committee to faculty member	Nov. 15	May 15	May 15
Senate committee to President	Nov. 15	May 15	May 15
Board decision	Dec. 15	June 1	June 1

\*refers to Promotion from Lecturer to Assistant, and from Assistant to Associate Professor.

**15.7 Criteria for Tenure and Promotion:**

**15.7.1** With the exception of automatic promotion to Assistant Professor provided for in clause 15.7.3, candidates for tenure and promotion shall be assessed in each of the following 3 categories:

1. Teaching
2. Scholarship
3. Academic, Professional and University Community Service

**15.7.2** The varied nature of the academic and professional disciplines within the University requires flexibility in the nature, assessment and weighting of the criteria for tenure and promotion. Boundaries between categories are not always clear-cut, and the following descriptions of categories are intended only as guidelines for the assessment of Members.

**(a) Teaching:**

A necessary requirement for tenure or for promotion to any rank is demonstrated competence and responsibility in teaching and a commitment to the facilitation of student learning. Teaching performance which is superior to the necessary requirement counts additionally in the candidate's favour.

**(b) Scholarship:**

A necessary requirement for tenure or for promotion to any rank is evidence of scholarly activity and achievement, or creative work in the performing and fine arts, and recognition of one's work by academic peers. Evidence of scholarship or its equivalent includes:

- (i) a commitment to continuing growth in the Member's academic discipline and to intellectual and/or artistic pursuits generally, receipt of research and publication grants and academic research activity which has resulted in the presentation or publication of findings in a credible academic forum.
- (ii) imaginative and innovative contributions in the performing and creative arts such as commissioned works, publication of artistic and literary works and musical compositions, presentations, performances and shows presented in a credible artistic forum.
- (iii) publications, including textbooks and case studies, which may not result from original research but which constitute valuable or creditable additions to the discipline.
- (iv) scholarly activity derived from the Member's expertise and recognition by one's peers including: book reviews, principal editorship of a journal, the refereeing of manuscripts and proposals for publishers, periodicals, and research agencies, and service as external examiners on graduate theses.

**(c) Academic, Professional and University  
Community service:**

A consideration for tenure or promotion to any rank is evidence of active participation in the corporate life of the University community. Such contributions include service on University and Association committees, assistance and leadership in departmental administration, and contributions to the intellectual and cultural life of the campus. In addition academic and professional service includes: contributions to professional or learned societies through service on the executive or other senior committees, service on government or other commissions in a professional capacity, consulting work which involves more than the routine application of the existing body of knowledge, and contributions in a professional capacity to the community-at-large and to cultural, community and service organizations.

**15.7.3** If a Member is appointed at the rank of Lecturer and is working to complete the requirements for a terminal degree at an academic institution approved by the University, the Member will automatically be promoted to the rank of Assistant Professor upon successful completion of these requirements and receipt by the Vice-President: Academic of official notice that said degree will be conferred.

**15.7.4** Tenure shall be granted when there is consistent evidence of satisfactory academic performance, demonstrated professional growth, and the promise of future development. The criteria for tenure are:

- (a) a satisfactory record as a teacher;
- (b) a satisfactory record of scholarly activity and achievement, or creative work in the performing and fine arts, to be normally but not necessarily demonstrated by presentation or publication in a credible academic or artistic forum;
- (c) a satisfactory record of academic, professional and university community service.

A demonstrated record of excellence in teaching may be used to lessen the usual standards required in scholarly or creative work. In the same way, an exceptional record of scholarly or creative work may be used to lessen the standards usually applied under criteria (a) and (c).

**15.7.5** A Member holding the rank of Lecturer may apply for promotion to the rank of Assistant Professor, and shall be eligible for promotion upon the demonstration of a satisfactory record of scholarly, professional or creative work in lieu of an earned doctorate or equivalent professional qualification.

**15.7.6** The criteria for promotion to Associate Professor are similar to those for granting tenure. These qualifications will normally include publication in scholarly journals, or equivalent scholarly or creative achievement as judged by the candidate's peers. Consequently, when a Member is granted tenure and consents to be considered for promotion, the individual shall normally be promoted to the rank of

Associate Professor. However, promotion to the rank of Associate Professor does not result in the granting of tenure.

**15.7.7** Members without tenure shall have completed at least 4 years of service at the rank of Assistant Professor before being eligible for promotion to the rank of Associate Professor. Candidates for the rank of Professor shall have completed at least 5 years at the rank of Associate Professor before being eligible for promotion to the rank of Professor. Previous service, and rank attained, at other universities shall be given due consideration when an individual applies for tenure or promotion at the University.

**15.7.8** A recommendation for promotion from Associate Professor to Professor usually requires that a Member's scholarly or creative achievements be of sufficient significance to be recognized outside of as well as within the University community, but notwithstanding the provisions above, sustained excellence in teaching and/or academic service, together with a satisfactory record of scholarly or creative work, shall make a Member eligible for promotion to Professor.

## **ARTICLE 16: PROMOTION AND CONTINUING APPOINTMENT OF LIBRARIANS**

### **16.1 General:**

**16.1.1** Promotion in rank from Librarian I to Librarian II, Librarian II to Librarian III or Librarian III to Librarian IV is a recognition of a Member's professional and academic growth and development, and of service to the University, the academic community, and the library profession.

**16.1.2** Continuing Appointment signifies the right of a Librarian Member to continuous and permanent appointment as specified in 14.4.1. A Continuing Appointment entitles the Librarian Member to fair consideration for increases of responsibility and salary, and for promotions in rank.

**16.1.3** For purposes of promotion, periods of service at the University prior to April 10, 1990 shall count as periods of service in the rank of Librarian II, with the exception that periods of service as Department Head shall count as periods of service as Librarian III.

**16.1.4** Decisions on the granting of Continuing Appointments and the awarding of promotions in rank to Members shall be made by the University, and shall be based on the recommendations of:

- (a) the Librarian Appointment and Promotion [LAP] Committee as defined in clause 14.8; and
- (b) the University Librarians' Continuing Appointment and Promotion [ULCAP] Committee as defined in clause 16.2; and
- (c) the President.

**16.2 The University Librarians' Continuing Appointment and Promotion Committee;**

- 16.2.1** The ULCAP Committee is chaired by the Vice-President: Academic, and reports its recommendations on specific Continuing Appointment and promotion cases through the President to the Board of Governors.
- 16.2.2** The ULCAP Committee shall be elected annually by the University Faculty Council, and it shall serve for the period commencing July 1, and shall have the following composition:
- (a) the Vice-President: Academic who shall be chair;
  - (b) the University Librarian;
  - (c) two tenured Faculty Members elected by the University Faculty Council;
  - (d) subject to 14.8.1 (d) and (e), three Librarian Members holding Continuing Appointments elected by the University Faculty Council.
  - (e) alternative members to substitute for the particular case where a member of the Committee declares a conflict of interest, shall be selected as follows:
    - (i) for faculty positions on the Committee, one tenured Faculty Member elected by the University Faculty Council;
    - (ii) for librarian positions on the Committee, one Librarian Member holding a Continuing Appointment elected by the University Faculty Council.
- 16.2.3** The ULCAP Committee shall assess and recommend applicants for Continuing Appointments, and candidates for promotion in rank. The Committee's procedures shall be in accordance with the provisions of this Agreement, and shall include but not be limited to the provisions of 16.5. In matters not set out in this Agreement, the Committee shall determine its own procedures, and a copy of these procedures shall be sent to the Association by October 15.
- 16.3 Progression to Promotion:**
- 16.3.1** With the exception of 16.3.3 and 14.5.1, application for promotion in rank is initiated by the individual Member through the University Librarian in accordance with 16.5. The University Librarian may advise individual Members to apply for promotion.
- 16.3.2** With the exception of 16.3.3, a Member shall not be considered for promotion without his/her consent.
- 16.3.3** When a Member holding the rank of Librarian I is granted a Continuing Appointment, he/she shall be promoted to the rank of Librarian II.
- 16.3.4** Librarian Members holding the rank of Librarian I shall be eligible for promotion to the rank of Librarian II after having completed 2 years of service as a professional librarian.
- 16.3.5** Librarian Members holding the rank of Librarian II shall be eligible for promotion to the rank of Librarian III after having completed 4 years of service in the rank of Librarian II including credited years of service.
- 16.3.6** Librarian Members holding the rank of Librarian III shall be eligible for promotion to the rank of Librarian IV after having completed 6 years of service in the rank of Librarian III including credited years of service.
- 16.4 Progression to Continuing Appointment:**
- 16.4.1** A Member holding a Candidacy Appointment, as defined in clause 14.3, shall be notified by the President whether or not the Member has been granted a Continuing Appointment no later than 3 months before the end of the Candidacy Appointment.
- 16.4.2** In particular cases, pursuant to 14.4.2, an initial appointment may be a Continuing Appointment. In such a case pursuant to 16.1.4, the Librarian Appointment and Promotion Committee and the University Librarians' Continuing Appointment and Promotion Committee shall assess the candidate's qualifications, and shall make a recommendation to the President prior to his/her recommendation to the Board.
- 16.5 Procedures for Continuing Appointment and Promotion for Librarians:**
- 16.5.1** No later than 5 months prior to the termination of the Candidacy Appointment, the Vice-President: Academic shall initiate the process by notifying the Member, the LAP Committee and the Association of the forthcoming Continuing Appointment hearing. The notification shall advise the Member of the date of application.
- 16.5.2** Applications for Continuing Appointment and promotion shall be made in writing by the Member, and sent to the University Librarian. The application shall be accompanied by a curriculum vitae, and such other documentation as the Member considers as evidence of fulfilment of the criteria specified in 16.6. The Member shall provide sufficient information for an evaluation to be made with respect to the criteria specified in 16.6. Within 5 working days of receipt of the application for Continuing Appointment or promotion, the University Librarian shall forward to the LAP Committee the application, supporting documentation, and a copy of the Member's Official File.
- 16.5.3** The LAP Committee shall meet promptly, in light of the time limits set out in 16.5.6, to consider all applications for Continuing Appointment and/or promotion.
- 16.5.4** For the assessment of each application for promotion to the rank of Librarian III and of each application for promotion to the rank of Librarian IV, the LAP Committee shall select an external member who shall be a voting member of the Committee. This external member shall not be a member of the University Library staff, but may be a Member of the Bargaining Unit, or a qualified professional librarian not in the employ of the University.
- 16.5.5** The Member shall be invited to appear before the LAP Committee and to present any further evidence and/or supporting information, oral and/or written, he/she deems appropriate. The LAP Committee shall request from the Member any further information it deems necessary or relevant to make a recommendation. The

Member shall have the right to be accompanied by a representative of his/her choice. The LAP Committee shall assess the Member's overall record of performance using the appropriate conditions and criteria pursuant to this Article. In the event any negative information is presented to the Committee, the Member shall be provided with such information in writing and shall be provided, prior to any vote being taken by the Committee, with a reasonable opportunity of responding to such negative information. A recommendation of the LAP Committee shall be based only on documentation presented pursuant to this clause and clause 16.5.2. The report of the LAP Committee shall include a numerical record of the vote upon which the recommendation is based.

**16.5.6** Within 5 working days of taking a vote, and no later than 30 days from the receipt of the application by the LAP Committee as per 16.5.2, the chair of the LAP Committee shall inform the Member of the Committee's recommendation, including a numerical record of the vote upon which the recommendation is based, and a written statement of reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the conditions and criteria for Continuing Appointment and promotion listed in 16.6. At the same time, the chair shall forward a copy of the recommendation to the University Librarian for information.

**16.5.7** Within 10 working days of the LAP Committee's vote, the chair of the Committee shall forward the application and supporting documentation, together with the LAP Committee's recommendation, as per 16.5.5 and 16.5.6, to the Vice-President: Academic, the chair of the ULCAP Committee..

**16.5.8** Within 5 working days of its receipt, the Vice-President: Academic shall forward to members of the ULCAP Committee the recommendation of the LAP Committee, along with supporting documentation, and a copy of the Member's Official File. The Committee shall meet to consider all applications for Continuing Appointment and/or promotion. No Member shall be a member of the ULCAP Committee during the academic year in which he/she is to be considered for promotion.

**16.5.9** The ULCAP Committee shall keep an Official Record of minutes. At the conclusion of the Committee's deliberations, the minutes shall then be placed in a file in the Vice-President: Academic's office. Included in the minutes shall be records of all ULCAP Committee recommendations and the reasons for them, as well as a numerical record of all votes.

**16.5.10** The Member being considered for Continuing Appointment or promotion shall be invited to appear before the ULCAP Committee and to present any further evidence and/or supporting information, oral and/or written, he/she deems appropriate. The ULCAP Committee may request from the Member any further

information it deems necessary to make a recommendation. The Member shall have the right to be accompanied by a representative of his/her choice. The ULCAP Committee shall assess the applicant's overall record of performance based only upon the conditions and criteria pursuant to 16.6. In the event any negative information is presented to the Committee, the Member shall be provided with such information in writing and shall be provided, prior to any vote being taken by the Committee, with a reasonable opportunity of responding to such negative information. A recommendation of the ULCAP Committee shall be based only on documentation pursuant to this clause and clause 16.5.2. The ULCAP Committee's recommendation shall include a numerical record of the vote upon which the recommendation is based.

**16.5.11 Voting:**

(a) Seven (7) members constitute a quorum and all seven members will vote on any one application.

@) All seven (7) voters must vote yea or nay.

(c) Secret Ballot will be used.

(d) The motion will be framed in the affirmative: That the candidate be granted promotion and/or Continuing Appointment.

(e) The Committee's recommendation will be determined by a simple majority and failure to obtain a majority on the motion results in the defeat of the motion and a negative recommendation shall go forward.

(f) The ballots shall be the official record of the vote and shall not be destroyed until a final decision is made on the Member's application for promotion or Continuing Appointment.

**16.5.12** Within 5 working days of taking a vote, the Member shall be informed of the ULCAP Committee's recommendation, including a numerical record of the vote upon which the recommendation is based, and a written statement of reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the conditions and criteria for Continuing Appointment and promotion listed in 16.6.

**16.5.13** Within 10 working days of the ULCAP Committee's vote, the Vice-President: Academic shall forward to the President the application for Continuing Appointment and/or promotion and supporting documentation, together with the LAP Committee's recommendation, as described in 16.5.6, and the ULCAP Committee's recommendation, as described in 16.5.12. If either or both of these recommendations are not unanimous, the material forwarded to the President shall include the statement(s) of the reasons supporting and opposing the recommendation.

**16.5.14** (a) The President shall submit his/her recommendation, together with written reasons related only to the conditions and criteria specified in 16.6, to the Board with a copy to the Member. The President

shall **also** inform the Board of the recommendations received by him/her from the LAP Committee and from the ULCAP Committee.

(b) The President shall submit his/her recommendation to the Board at the first reasonable opportunity following receipt of the recommendation of the ULCAP committee.

(c) The recommendation of the President or his/her failure to make a recommendation to the Board under this clause 16.5.14 shall be subject to the grievance and arbitration procedures set forth in Article 27 of this Agreement.

**16.5.15** Within 5 working days of the Board's decision, the President or his/her designata shall give the Librarian Member formal notice of the granting or denial of promotion or Continuing Appointment.

**16.5.16** (a) If the Board decides to deny a Continuing Appointment, the Member may be given notice of termination of employment in the form of a Limited Term Appointment for a period of from 3 months up to one year.

(b) In the alternative to (a) above, the University may offer, or the Member may request severance pay in lieu of notice.

(c) The time served by the Member as an employee between the date of notification of a denial of a Continuing Appointment under 16.5.15 and the termination date of the Member's Candidacy Appointment shall count towards termination notice.

**16.6** Criteria for Continuing Appointment and Promotion:

**16.6.1** Criteria for Continuing Appointment and promotion shall be applied as nearly as possible in a consistent and uniform manner in accordance with the appointment and with the rank. Candidates for Continuing Appointment shall be assessed according to the criteria for a Continuing Appointment pursuant to 16.6.2; candidates for promotion to Librarian II shall be assessed according to the criteria for Librarian II, pursuant to 16.6.3; for Librarian III according to the criteria for Librarian III, pursuant to 16.6.4; and Librarian IV according to the criteria for Librarian IV, pursuant to 16.6.5.

**16.6.2** Continuing Appointment shall be granted if there has been evidence of consistent and satisfactory performance of the appropriate duties and responsibilities, as described in 19.1.1 and 19.1.2, during the probationary period, and demonstrated professional growth and potential.

**16.6.3** A Member holding the rank of Librarian I shall be promoted to the rank of Librarian II when he/she has:

(a) completed 2 years of full-time service as a professional librarian pursuant to 16.3.4; and

(b) met the criteria for satisfactory performance of his/her responsibilities as described in 19.1.1 and 19.1.2.

**16.6.4** A Member holding the rank of Librarian II shall be promoted to the rank of Librarian III when he/she has:

(a) completed 4 years of full-time service in rank II pursuant to 16.3.5; and

(b) demonstrated a continuing effective performance of the responsibilities specified in 19.1.2, and shown satisfactory performance in academic and community service within the University as described in 19.1.3, and/or in scholarly and/or professional activity, as described in 19.1.4.

**16.6.5** A Member holding the rank of Librarian III shall be promoted to the rank of Librarian IV when he/she has:

(a) completed 6 years of full-time service in rank III pursuant to 16.3.6; and

(b) demonstrated initiative and leadership in the performance of responsibilities specified in 19.1.2, and in academic and community service within the University specified in 19.1.3; and

(c) demonstrated at this rank continuous scholarly and/or professional development specified in 19.1.4, with evidence of achievements of sufficient significance to be recognized outside of as well as within the Wilfrid Laurier University community.

## ARTICLE 17: LEAVES

**17.1** Sabbatical Leave:

**17.1.1** Sabbatical Leaves are to serve the objects and goals of the university by providing tenured Faculty Members with a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching/professional and service obligations. Sabbatical Leaves are intended to promote scholarly and professional activity by Faculty Members through sustained periods of concentrated study, contemplation, and creative work, and through the extension of the range of contacts of Faculty Members to other people, places, experiences, and ideas.

**17.1.2** Faculty Members are entitled to apply for Sabbatical Leaves, and are eligible to be on Sabbatical Leave after the following periods of service. A Faculty Member first becomes eligible for a twelve-month or a six-month Sabbatical Leave after 6 years of full-time credited academic service at the University, including credited years of service upon appointment. Thereafter, a Faculty Member becomes eligible for a twelve-month Sabbatical Leave after the completion of each additional 6 years of full-time credited academic service at the University since the end of the last Sabbatical Leave, or a six-month Sabbatical Leave after the completion of each additional 3 years of full-time credited academic service at the University since the end of the last Sabbatical Leave. Exceptions to the tenure requirement and to the service credit under 17.1.3 (b) may be made by the Vice-president: Academic after consultation with the Dean and Chair. The scheduling of leaves shall be subject to arrangements being made to cover the Faculty Member's

- absence that are satisfactory to the Department/Faculty and the Dean.
- 17.1.3** For the purposes of Sabbatical Leaves and pursuant to 17.1.2, full-time credited academic service means:
- (a) the Member's time of employment in a Provisional, Candidacy or Tenured/Continuing Appointment at the University as a Faculty Member or Librarian, or as an employee identified in 3.1.2 (a);
  - (b) the Member's time of employment in Limited Term Appointments at the University, post-terminal degree or equivalent qualification satisfactory to the University, to a maximum of two (2) years;
  - (c) such other credit as may be negotiated by the Member at the time of appointment to the first of a Provisional, Candidacy or Tenured/Continuing Appointment to the University, and stated in the Member's letter of appointment;
  - (d) credit for service as Chair of a Department pursuant to 21.4.4.
- 17.1.4** In application for sabbatical Leave, Faculty Members shall present a proposal that identifies the scholarly or creative purposes and activities of the leave being proposed, its potential benefit to the Faculty Member and to the University, and the most likely outcome of the proposed activities. The application shall be presented to the Chair of the department or academic sub-unit, and to the Dean of the Member's Faculty. The Chair shall provide the Dean with a letter of appraisal of the proposed program of scholarly or creative activity. The application shall be made no later than November 1 for a leave commencing July 1, and no later than February 15 for a leave commencing January 1 of the following year.
- 17.1.5** The application shall be in writing and shall include:
- (a) the proposed starting date and length of the proposed Sabbatical Leave;
  - (b) a statement of the scholarly or creative purposes and activities of the proposed leave, its potential benefit to the Faculty Member and to the University, and the location of the proposed project or projects;
  - (c) any other information the Faculty Member wishes to provide.
- 17.1.6** Should the Dean decide, after consultation with the Department Chair or equivalent, to recommend that a Sabbatical Leave be denied, he/she shall write to the Faculty Member, with a copy to the Association, giving reasons for this recommendation. The Dean shall give the Faculty Member an opportunity to respond in writing and/or in person, and the Faculty Member shall have the right to be accompanied by a Member of his/her choice. The Dean transmits his/her recommendation to the Vice-President Academic for action. In all cases, the Dean shall make his/her recommendation to the Vice-President Academic by December 1 for a leave commencing July 1, and by March 15 for a leave commencing January 1.
- 17.1.7** In arriving at a decision to grant, to defer, or to deny a Sabbatical Leave, the Vice-President Academic shall base his/her decision on:
- (a) the application;
  - (b) the reports and recommendations from the Chair and the Dean, and the Member's Official File;
  - (c) the merits of the proposed Sabbatical Leave project as it relates to the objectives set out in 17.1.1 and its value to the professional development of the Faculty Member.
- 17.1.8** The Faculty Member shall be notified of the granting, denial or deferral of a Sabbatical Leave by December 15 for a leave commencing July 1, and by April 1 for a leave commencing January 1. Should the Vice-President Academic decide to deny or defer the Sabbatical Leave, the notification to the Faculty Member, with a copy to the Association, shall include reasons for the decision.
- 17.1.9** The Vice-President Academic may defer a Faculty Member's Sabbatical Leave. When the Vice-President Academic decides that the leave be deferred, such deferral may not exceed 1 year. Where the Sabbatical Leave is deferred the period of deferral shall be credited towards the Faculty Member's required time for service for his/her next application for Sabbatical Leave under 17.1.2.
- 17.1.10** The teaching load of a Member who will be taking a six-month Sabbatical Leave during the academic year shall be one-half the normal teaching load of the academic sub-unit or equivalent; when the normal teaching load is five one-term courses, such a Member's teaching load shall be three one-term courses.
- 17.1.11** A successful applicant for Sabbatical Leave shall obtain written approval from the Dean for any substantial change in the proposed scholarly activity set out in the application for Sabbatical Leave submitted in accordance with clause 17.1.5.
- 17.2 Sabbatical Leave: Salary and Benefits:**
- 17.2.1** A Faculty Member on Sabbatical Leave shall receive 80% of his/her Reference Salary for a twelve-month Sabbatical Leave or a six-month leave after 3 years of service, and 100% of his/her Reference Salary for a six-month leave after each additional 6 years of full-time credited service.
- 17.2.2** (a) A Faculty Member may receive while on Sabbatical Leave, outside assistance in the form of grants or scholarships, and may engage in outside professional activities in accordance with Article 18.5.
- (b) If a Faculty Member accepts additional employment (excluding that governed by clause 17.2.2 (a)) for which he/she will receive remuneration, and if the sum of such remuneration plus the salary while on Sabbatical Leave, less verifiable travel, living, relocation and research costs, exceeds his/her Reference Salary, then the Sabbatical Leave

- salary while on leave may be reduced to maintain the Faculty Member's full-time Reference Salary for the period of the Sabbatical Leave.
- 17.2.3** While on Sabbatical Leave, Faculty Members, at their option, may continue coverage under the University benefit plans by paying their portion of the applicable premiums, in which event the University will continue to pay its portion. The Faculty Member has the option of making Pension contributions on the basis of either his/her actual salary or Reference Salary, and the University shall make its contributions on the same basis.
- 17.2.4** Upon returning from a Sabbatical Leave, the Faculty Member shall receive a Reference Salary which includes all applicable salary adjustments that would have applied had the individual not taken a Sabbatical Leave.
- 17.2.5** The foregoing salary provisions shall not be affected by amounts which Faculty Members may receive in the form of grants to cover the expense of research and secretarial assistance, travel, publication and other research related expenses. To assist in Sabbatical Leave projects, Faculty Members may apply for research grants from the University.
- 17.2.6** Once a Sabbatical Leave has been granted, it is expected that the Faculty Member will take the leave unless unforeseen personal hardship will ensue or unless the proposed activity must be cancelled or delayed due to circumstances beyond the control of the Faculty Member.
- 17.2.7** At least two months prior to the commencement of the Sabbatical Leave, a Faculty Member whose leave has been approved, may, at his/her option, apply to the Director of Research to have a portion of his/her Reference Salary considered as a Sabbatical Leave Research Grant.
- 17.2.8** A Faculty Member will normally retain his/her assigned office for the period of a Sabbatical Leave, unless the said leave takes the Faculty Member away from the University. Upon return from a Sabbatical Leave, a Faculty Member shall be assigned an office.
- 17.2.9** During a Sabbatical Leave, a Faculty Member is entitled to the usual level of University secretarial and other support services.
- 17.2.10** A Sabbatical Leave shall not interfere with a Faculty Member's advancement toward promotion or tenure.
- 17.2.11** A Faculty Member, having completed a Sabbatical Leave, shall submit a written report on the work accomplished. This report shall be submitted to the Chair, with copies to the Dean, and the Vice-President: Academic, within 60 days following the Faculty Member's return to teaching.
- 17.2.12** A Faculty Member shall remain a full-time employee of the University during the period of the Sabbatical Leave and should return to the University for one year following the academic year in which the Sabbatical Leave was taken.
- 17.3 Librarians' Academic and Professional Leave:**
- 17.3.1** Academic and Professional Leaves are to serve the objects and goals of the University by providing Librarian Members with a regular opportunity to engage in scholarly and professional activities away from regular duties, at intervals frequent enough to enable them to maintain and enhance their professional effectiveness. The purposes for which an Academic and Professional Leave may be granted are the following:
- (a) the acquisition of experience in an area related to his/her responsibilities;
  - (b) the development of new areas of specialization;
  - (c) the enrichment of his/her academic or professional knowledge.
- 17.3.2** Librarians' Academic and Professional Leave shall be for a period not exceeding 6 consecutive months, the length of leave and date of commencement to be negotiated with the University Librarian and subject to the approval of the Vice-President: Academic.
- 17.3.3** Any leaves must be taken in an orderly sequence to be determined by the University Librarian in order that adequate staffing requirements in the library will be met.
- 17.3.4** A Librarian Member with a Continuing Appointment becomes eligible for an Academic and Professional Leave after 6 years of full-time credited academic service at the University, including credited years of service upon appointment. Thereafter, a Librarian Member shall be eligible for an Academic and Professional Leave upon the completion of each additional 6 years of full-time credited academic service at the University since the end of the last Academic and Professional Leave.
- 17.3.5** To apply for an Academic and Professional Leave, a Librarian Member shall submit an application to the University Librarian, at least 6 months before the proposed commencement of a leave.
- 17.3.6** Application for Academic and Professional Leave shall be made in writing and the applicant must present a proposal that identifies the scholarly and professional purposes and activities of the leave being proposed, its potential benefit to the Librarian Member, and the most likely outcome of the proposed activities. The application shall include:
- (a) the starting date and length of the proposed leave;
  - (b) an outline of the work or studies the applicant intends to undertake during the proposed leave;
  - (c) a statement of how the proposed scholarly or professional activity is likely to provide benefits to the applicant and to the University;
  - (d) disclosure of any employment relationship which the applicant anticipates taking or entering into during the leave period;
  - (e) any other information the applicant wishes to have considered.

- 17.3.7** Should the University Librarian decide to recommend ~~that~~ an Academic and Professional Leave be denied, he/she shall write to the Librarian Member, with a copy to ~~the~~ Association, giving reasons for this recommendation. The University Librarian shall give the Librarian Member an opportunity to ~~respond~~ in writing and/or in ~~person~~, and the Librarian Member shall have the right to be accompanied by a Member of his/her choice. The University Librarian transmits his/her recommendation to the Vice-president: Academic for ~~action~~.
- 17.3.8** The University Librarian shall submit the application for Academic and Professional Leave to the Vice-president: Academic together with a letter of appraisal from ~~the~~ University Librarian with a ~~recom-~~ **recom-** mendation as to whether or not the proposed Academic and Professional Leave should be granted.
- 17.3.9** ~~In arriving~~ at a decision to approve or not to approve an Academic and Professional Leave application, the Vice-President: Academic should base his/her decision ~~on:~~
- (a) the application;
  - (b) ~~the~~ report of the University Librarian as provided for under 17.3.8, and the Librarian Member's Official File;
  - (c) ~~the~~ merits of the proposed Academic and Professional Leave project as it relates to the objectives set out in 17.3.1 and its value to ~~the~~ professional development of the Librarian Member.
- 17.3.10** The Vice-President: Academic may defer a Librarian Member's Academic and Professional Leave. When the Vice-president: Academic decides that the leave be deferred, such deferral, subject to 17.3.3, may not exceed one year. Where the Academic and Professional **Leave** is deferred ~~the~~ period of deferral shall be credited towards the Librarian Member's required time for service for his/her next application for Academic and **Professional Leave** under 17.3.4.
- 17.3.11** The Librarian Member shall be notified of the granting, denial or deferral of an Academic and Professional Leave within two months of making the application for the leave to the University Librarian. Should the Vice-President: Academic decide to ~~deny~~ or defer the Academic and Professional Leave, the notification to the Librarian Member, with a copy to the Association, shall include reasons for the decision,
- 17.3.12** Once an Academic and Professional Leave ~~has~~ been **granted**, it is ~~expected that~~ the Librarian Member will take the leave unless unforeseen personal hardship will ensue or unless the ~~proposed~~ activity must be cancelled or delayed due to circumstances beyond the control of the Librarian Member.
- 17.3.13** While ~~on~~ Academic and Professional Leave, a Librarian Member shall receive 100% of his/her Reference **Salary**.
- 17.3.14** The foregoing salary provisions shall not be affected by amounts which a Librarian Member may receive in the form of grants to cover the expense ~~of~~ **research** and secretarial assistance, travel, publication, **and** other research-related expenses. To assist in Academic and Professional Leave projects, Librarian Members may apply for research grants from the University.
- 17.3.15** Upon returning from an Academic and Professional Leave, the Librarian Member shall receive a Reference Salary which includes all applicable ~~salary~~ adjustments that would have applied had ~~the~~ individual not ~~taken~~ an Academic and Professional Leave.
- 17.3.16** While on Academic and Professional **Leave**, Librarian Members, at their option, may continue coverage under ~~the~~ University benefit plans by paying their ~~portion~~ of the applicable ~~premiums~~, in which event, the University will continue to pay its portion, The Librarian Member has the option of making pension contributions ~~on~~ the basis of either his/her actual salary or Reference Salary, and the University shall make its contributions ~~on~~ the same basis.
- 17.3.17** A Librarian Member on Academic and Professional Leave may accept a study grant but may not normally hold a paid position. If he/she is offered such a position, he/she shall not accept it without prior written approval of the University Librarian.
- 17.3.18** An Academic and Professional **Leave** shall not interfere with a Librarian Member's advancement towards promotion.
- 17.3.19** During an Academic and Professional Leave, a Librarian Member is entitled to the usual level of support services.
- 17.3.20** At least two months prior to the commencement of the leave, a Librarian Member whose leave has been approved, may, at his/her option, apply to ~~the~~ Director of Research to have a portion of his/her Reference **Salary considered** as a research grant.
- 17.3.21** A Librarian Member, having completed an Academic and Professional Leave, shall submit a ~~written~~ report on the work accomplished to the University Librarian, with a copy to the Vice-President: Academic within 60 days following the Librarian Member's return to library ~~service~~.
- 17.3.22** A Librarian Member shall remain a full-time employee ~~of~~ the University during the period ~~of~~ the Academic and Professional **Leave** and should return to the University for one year following ~~the~~ academic year in which the Academic and Professional Leave was **taken**.
- 17.3.23** A Librarian Member may, subject to the approval of ~~the~~ University Librarian, have time ~~free~~ from library duties during normal working ~~hours~~ in order to enrol in or audit a course at the University for reasons of self-enrichment. The Librarian Member shall ~~make up~~ time released from library duties according to a schedule mutually agreed upon ~~by~~ the University Librarian and the Member.
- 17.3.24** A Librarian Member may apply ~~to~~ the University Librarian for release time from normally scheduled duties in order to take a course or courses of study, attend a conference, ~~seminar~~ or workshop for the ben-



efit of improved library service. Release time to attend such meetings or courses shall be counted as part of the Librarian Member's normal workload. Librarian Members shall receive, subject to approval of the University Librarian, reimbursement for tuition fees, book costs, and travel expenses.

#### **17.4 Compassionate Leave:**

**17.4.1** Members are entitled to Compassionate Leave with full pay for periods up to 5 days in the case of illness or death in the Member's immediate family.

**17.4.2** Members shall give reasonable notice of need for such leave to the Dean, University Librarian, or equivalent administrative officer, through the Department Chair or Coordinator, where appropriate. Notification may be made by telephone or telegram, when it is not reasonable to otherwise discuss the matter with the Department Chair or equivalent in person.

**17.4.3** Compassionate Leave with full pay and benefits for periods longer than 5 days may be granted by the Dean, University Librarian, or equivalent administrative officer.

#### **17.5 court Leave:**

**17.5.1** Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify their Chair (or equivalent) of the summons as soon as possible. Members shall supply the Chair (or equivalent) with a copy of the summons.

**17.5.2** Members who have complied with the foregoing shall be granted leave of absence with full Reference Salary and benefits during the period of service to the court or summoning body,

#### **17.6 Sick Leave:**

##### **17.6.1 General:**

**17.6.1.1** The University 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.

**17.6.1.2** If the cause of absence from work is illness or accident compensable under the Workers' Compensation Act, the Member shall apply for compensation under the provisions of the legislation, and if the Member receives such compensation, the University, for a maximum period of 4 months, shall pay the difference between 100% of the Member's Reference Salary and the compensation received under the Workers' Compensation Act. If the Member applies but does not receive compensation under the provisions of the legislation, the provisions of 17.6.2.1 apply.

**17.6.1.3** A Member unable to attend to his/her duties because of illness or accident shall advise his/her Chair (or equivalent), or where appropriate, the University Librarian, promptly and the Member shall, upon request, produce medical evidence, satisfactory to the University, of such illness or accident.

#### **17.6.2 Benefits:**

**17.6.2.1** Members who are on sick leave are entitled to receive 100% of their Reference Salary for a maximum of 4 months.

**17.6.2.2** During the first 4 months of absence due to illness or accident, benefit coverages and applicable premium payments by the Member and the University will continue.

**17.6.2.3** Should the sick leave period extend beyond 4 calendar months, those Members enrolled in the University's Long Term Disability Plan shall apply for benefits under that plan. Those Members not so enrolled, or who elect not to apply, or whose application is denied by the insurer shall remain on sick leave, but without salary and benefits.

**17.6.2.4** While a Member is on sick leave without pay, the University will not contribute towards University benefits, but will permit and facilitate continuance of any coverage if desired by the Member with the Member paying the applicable premiums. The provisions of this clause shall not prevent the University from extending sick leave pay and benefits beyond the 4 month period.

**17.6.2.5** Sick leave benefits are not cumulative and are not reimbursed upon termination of employment or at any other time.

#### **17.7 Leave of Absence:**

**17.7.1** The University may, upon request of a Member, grant a leave of absence without pay for a period not exceeding 12 consecutive months. Extension of a leave of absence without pay beyond 12 consecutive months may be granted with the approval of the Vice-Resident: Academic. Extension of a leave of absence without pay beyond 24 consecutive months may be granted with the approval of the Board.

**17.7.2** Application for leave shall be made to the Vice-President: Academic. The Vice-president: Academic shall decide whether or not to grant the leave and shall notify the applicant within 2 months following the date on which the application for leave was made.

**17.7.3** While a Member is on such leave without pay, the University will not contribute towards University benefits, but will permit and facilitate continuance of the coverage if desired with the Member paying the applicable premiums.

**17.7.4** Upon return from such leave, the Member will be reinstated at the Member's previous rank and at his/her former salary plus scale increases applicable to that salary rank.

**17.7.5** When leaves are taken to assume a full-time visiting appointment at another university, and upon evidence being adduced of the dates and responsibilities of the appointment to the satisfaction of the Vice-president: Academic, the period spent on the full-time visiting appointment shall be counted as time in service to the University. Upon return from such approved leave

without pay, and after submission of the Annual Activity Report, a Member shall receive his/her former Reference Salary plus all across-the-board increases and Career Development Increments received by Members with the same rank during the period of the leave.

**17.7.6** Three months prior to the commencement of such leave the University shall inform the Member in writing of all agreed terms and conditions upon which the granting of leave is based and specify a deadline for acceptance or rejection of the said terms and conditions.

**17.7.7** The Member shall not be deemed to have accepted the terms of such leave of absence until he/she has so notified the University in writing. Failure to accept within the deadline specified in 17.7.6 shall be deemed to constitute non-acceptance.

## **17.8 Vacation Entitlement and Holidays:**

### **17.8.1 Vacation Entitlement:**

**17.8.1.1** A Member's Vacation Entitlement Year shall be based on service during the contract year from July 1 to June 30 of the following year.

**17.8.1.2** Each Member is entitled annually to 22 working days of vacation after 12 calendar months of continuous service. After 20 years of continuous service, each Member is entitled annually to 25 working days of vacation. After 30 years of continuous service, each Member is entitled annually to 27 working days of vacation. In cases where a Member has less than 12 months of continuous service as of July 1, Vacation Entitlement shall be calculated on a pro rata basis. The Member will be paid during such vacations but there shall be no additional remuneration should the Member choose to work through all or part of the vacation period.

**17.8.1.3** Members may take their vacation at any time provided that

(a) in the case of Faculty Members, the period of vacation does not conflict with the Member's scheduled teaching duties as provided for under this Agreement;

(b) in the case of Librarian Members, the Member has indicated the dates of vacation to the University Librarian in advance and has obtained the University Librarian's approval for same;

(c) vacations at other times shall be arranged only with the approval of the Dean, or where appropriate, the University Librarian, in advance.

**17.8.1.4** In the event of Members terminating their employment with the University, such Members shall be entitled to receive payment for any unused vacation entitlement accrued to date of termination. Except as provided for herein, there shall be no remuneration in lieu of vacation not taken.

**17.8.1.5** Vacation Entitlement shall not be cumulative and shall expire at the end of the Vacation Entitlement Year for which the entitlement was earned.

Exceptions may be approved by the Dean or, where appropriate, the University Librarian, whereby Members may carry over a maximum of 10 vacation days into the next Vacation Entitlement Year.

**17.8.1.6** A period of certifiable illness occurring during a period of vacation leave shall, on request of the Member, be recorded as sick leave and the Member's Vacation Entitlement shall be adjusted accordingly.

### **17.8.2 Holidays:**

**17.8.2.1** Members are entitled to the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, any other day declared as a holiday by the President or as a statutory holiday by the federal or provincial authorities, and any other day on which the University premises are declared closed by the President.

**17.8.2.2** A Member will not receive additional remuneration should the Member choose to work on the holiday.

**17.8.2.3** Librarian Members required by the University to work on any of the days listed in 17.8.2.1 shall, in addition to their holiday pay, receive:

(a) compensation at the rate of 2 times their regular salary rate for the hours worked, or

(b) where it is mutually agreeable, time off which is equivalent to 2 times the hours worked.

### **17.9 General:**

**17.9.1** In all cases leaves include all statutory holidays, other holidays declared by the President and Vacation Entitlement which falls during the said leave period.

## **ARTICLE 18: DUTIES, RESPONSIBILITIES AND WORKLOAD OF FACULTY MEMBERS**

### **18.1 Duties and Responsibilities:**

**18.1.1** The responsibilities of Faculty Members shall be an appropriate combination of:

(a) undergraduate and graduate teaching, counselling and supervision;

(b) research, scholarly, and creative activities; and

(c) academic, professional and University community service.

The exact distribution of these responsibilities may vary between disciplines and may vary between individual and individual. Without minimizing the importance of (c), for the majority of Faculty Members the principal duties will be in teaching and scholarly activity listed in (a) and (b) above.

### **18.1.2 Teaching, Counselling and Supervision:**

Faculty Members are obligated to develop and maintain their scholarly competence and effectiveness as teachers, and to perform the teaching duties allocated

under the procedures **outlined** in **18.2** below. Faculty Members' teaching responsibilities include the following:

- (a) to present **courses** which reflect the current state of knowledge and the course description in the University Calendar;
- (b) to provide students with a written course outline during the **first** week of **classes**, with a copy to the Chair or Dean as appropriate. The outline shall include at least the following information:
  - (i) the name, office **address**, office telephone number, and weekly office hours of the **Faculty Member**;
  - (ii) the subject matter to be explored in the course;
  - (iii) a list of all required assignments and examinations, and the relative weight of assignments and examinations in the final assessment of student performance;

A Faculty Member may consult with the class about office hours, subject matter of the **course** and assignments, examinations and their weighting, and **provide** the class and the Chair or Dean copies of the course outline following **this** consultation;

- (c) to **be** fair and objective in relations with students and in **grading** of student assignments;
- (d) to **be** available for student consultations, including the posting and observance of reasonable office hours;
- (e) to **meet** at scheduled times with tutorial, seminar, laboratory, and lecture groups except for **reasonable** change with **due** notice where possible;
- (f) to **be** responsible for the preparation and **grading** of all examinations **as** required by their courses and to proctor final examinations not more than **once** per teaching term with the proctoring session to be during the examination period of one of their courses;
- (g) to submit final grades **as** required by departmental practice and the requirements **of** Senate;
- (h) to **be** available as academic advisors in **the** preparation and defense of theses or projects (**both** undergraduate and graduate) when such projects are **within** the **Faculty Member's** scholarly expertise;
- (i) to **serve** as external readers, chairs or members of graduate student comprehensive or thesis/dissertation oral examinations, **when** such **service** is within the **Faculty Member's** scholarly expertise.

### 18.1.3 **Research and Scholarly Activities:**

**18.1.3.1** Each Faculty Member shall be entitled to and expected to devote a reasonable proportion of time to **research**, scholarly, and creative activities. Furthermore, it is the responsibility of the Faculty Member to **make** the results of **such** work accessible to the scholarly and general public through publication, **conference** presentations, **lectures**, public concerts or performances, and other appropriate means.

### 18.1.4 **Academic, Professional and University Community Service:**

**18.1.4.1** Faculty Members have the right and responsibility to accept a fair and reasonable share of administrative responsibilities through participation in the work of the University through membership on appropriate **bodies**; for example, Departmental or School, Faculty and Senate committees. Where participation in such bodies is by election or appointment, a Faculty Member shall be elected or appointed only with his/her consent. Those who have **the** responsibility to make such appointments shall make every effort to ensure that academic, professional and University community service commitments are equitably shared.

**18.1.4.2** Faculty Members have the right to participate in the **work** of learned societies and professional organizations, including the Faculty Association, the Ontario Confederation of University Faculty Associations, and the Canadian Association of University Teachers. When a Faculty Member's service to such societies **or** associations conflicts with scheduled teaching or administrative duties, the Faculty Member shall **make** arrangements, subject to the approval of his/her Chair or equivalent, to make **sure** those duties and responsibilities are fulfilled. A Faculty Member's service to **such** societies and associations shall be considered in the **assessment** of the academic performance of the Faculty Member, and shall be treated in the same way as similar duties performed within the University.

### 18.2 **Workload:**

#### 18.2.1 **General Provisions:**

**18.2.1.1** By April 15 of each academic year the Chair, upon consultation with **the** Faculty Members of the academic unit or sub-unit, shall submit to the Dean for approval a **proposal** for the teaching load and teaching schedule of each Faculty Member. The Dean shall ensure that teaching loads of Faculty Members in **the** academic unit or sub-unit are **as** fair and **equitable** as reasonably possible taking into account the items in 18.1.1 and 18.2.1.

**18.2.1.2** Following approval of **the** Dean, the Chair shall, by May 15 of each academic year, inform the Faculty Member in writing of the details of the teaching assignment **for** **the** forthcoming academic year. Any change in a Faculty Member's workload after May 15 shall take place only when a significant change in circumstances occurs, and in consultation with the Faculty Member. For Faculty Members appointed after May 15 the same procedures as set out in **18.2.1.1** shall be followed and notification of the Faculty Member's teaching assignment shall be sent to the Faculty Member as **soon** as possible and no later than 15 days following the appointment. By May 15 **of** each academic year, the **Dean** of each Faculty shall **send** to each Member of the Faculty and to the Association a list of Member **of** the Faculty and **each** Member's teaching load for the forthcoming academic year. When new Faculty Members are appointed **after**

May 15, or when changes are made in a Faculty Member's teaching load, the Dean shall inform the Association in writing of the teaching loads of these Faculty Members.

**18.2.1.3** When the University requests, and the Faculty Member consents to ~~perform~~ substantial administrative duties beyond those specified in 18.1.4, and besides those positions specified in 21.4 and 21.5, there shall be a reduction in the Faculty Member's teaching load commensurate with the additional administrative responsibilities.

**18.2.1.4** For the duration of this Agreement, the teaching workload ~~norms~~ of academic units and sub-units shall be those in ~~effect~~ in 1992-93.

## **18.2.2 Teaching:**

**18.2.2.1** The Chair and the Dean, when determining the Faculty Member's teaching load, shall take into account relevant factors including but not limited to the following:

- (a) the number of separate courses taught by each Faculty Member;
- (b) the number of scheduled contact hours per course;
- (c) the number of hours of preparation, grading and administration per course;
- (d) the expected student enrolment in each class, and the total number of students in a Faculty Member's classes;
- (e) the number of hours of academic counselling and consulting per course;
- (f) the level (introductory, upper year, graduate, et cetera) of each course;
- (g) the type (lecture, laboratory, seminar, et cetera) of each course;
- (h) the availability of markers or laboratory assistants or teaching assistants;
- (i) additional hours of preparation for a new course, or for a course substantially revised;
- (j) the amount of field, clinical, research, thesis, and other academic supervision of undergraduate and graduate students;
- (k) responsibility for laboratory or tutorial sessions;
- (l) the relationship of teaching duties to the Faculty Member's area of expertise;
- (m) the location of the course (on or off-campus); and
- (n) special factors such as filming or broadcasting of lectures, or the use of teleconferencing.

**18.2.2.2** A Faculty Member's teaching workload may be larger or smaller than the normal teaching workload in his/her academic sub-unit, or academic unit in the Faculties of Music and Social Work, when in the opinion of the Dean, subject to 18.2.1.1 and 18.2.2.1, such increase or decrease is justified by the overall balance of the Member's contributions as per this Article.

**18.2.2.3** In cases where additional teaching duties are assigned, the Dean shall, by May 15, ~~notify~~ the Faculty Member in writing with a statement of reasons for the increase, with a copy to the Association. The Faculty Member's increased teaching workload shall be assigned for no longer than one academic year. The increased teaching workload shall be no more than one one-term course or equivalent per academic year above the normal teaching load of the academic sub-unit, or academic unit in the Faculties of Music and Social Work, unless due to exceptional circumstances the Joint Liaison Committee approves the assignment of a ~~further one-term~~ course or equivalent. In no event shall the Faculty Member's total teaching workload be more than 7 one-term courses or equivalent. Any assessment of a Faculty Member whose teaching load is in excess of the normal teaching load shall include credit for the additional teaching.

**18.2.2.4** A Faculty Member is entitled to one non-teaching term in each academic year. The scheduled teaching duties shall normally be in the fall and winter terms of the academic year. Those Faculty Members who teach in the spring term shall be entitled to one non-teaching term in the fall or winter term. With the mutual agreement of the Faculty Member and his/her Dean, a Faculty Member who is scheduled to teach for three or more consecutive terms shall be entitled to two or more consecutive research terms free of scheduled teaching.

**18.2.2.5** Subject to 18.2.2.7, assigned classes for an individual Faculty Member shall be scheduled in such a way as to permit twelve hours to pass between the completion of teaching one day, and the commencement of same on the next day. No Faculty Member shall be assigned a class schedule which requires more than three consecutive hours of teaching.

**18.2.2.6** Subject to 18.2.2.7, the scheduling of courses shall permit every Faculty Member to have at least one day per week for research during which he or she is not expected to teach scheduled classes.

**18.2.2.7** A Faculty Member may arrange a schedule of teaching duties which does not conform to the provisions of 18.2.2.4, 18.2.2.5, and 18.2.2.6.

**18.2.2.8** In consultation with the Department Chair and subject to the approval of the Dean, and in addition to the provisions of 18.2.2.4 and 18.2.2.9, a Faculty Member may arrange his/her teaching duties so that by teaching additional courses, but no more than one such course per term, the Faculty Member may have a reduced teaching load in another term. As well as this form of "course banking", a Faculty Member in consultation with the Department Chair and subject to the approval of the Dean and the Vice-President: Academic, may plan a research term free of teaching duties by accumulating sufficient credit to be released from teaching for one term. A record of all such agreements under 18.2.2.8 shall be kept in the Member's Official File.

**18.2.2.9** When a Faculty Member applies for research funding

with the intention of receiving funds to pay for a replacement of some portion of his/her teaching load, the Faculty Member shall consult with his/her Department Chair or equivalent, and shall have the proposed alternative teaching arrangements approved by the Dean. Where a Faculty Member has followed these procedures, and then receives research funding to allow an academic sub-unit or unit to hire a replacement for some portion of his or her teaching load in a given year, release time from teaching shall not be denied.

### 18.2.3 Overload Teaching:

**18.2.3.1** When regular intramural and Part-time Studies courses require staffing on a part-time basis paid by an overload stipend as specified in Article 30, the Dean or his/her designata shall first notify Faculty Members of the academic unit of the availability of the position. Upon application, a Faculty Member shall be given first consideration for the position if the course is within his/her area of expertise.

**18.2.3.2** In any one academic year (September 1 to August 31), a Faculty Member's additional teaching on overload stipends shall not exceed the equivalent of 3 one-term courses (or equivalent). In exceptional circumstances and upon the request of the Faculty Member, this limit may be exceeded with the approval of the Chair, Dean, and Vice-President: Academic.

### 18.3 Special Types of Teaching:

**18.3.1** Special Types of Teaching include courses which:

- (a) are taught by correspondence, by teleconferencing, or at off-campus locations;
- (b) are videotaped, recorded, broadcast or televised.

**18.3.2** Special Types of courses may be included in a Faculty Member's workload only with his/her consent. The University shall fully reimburse the Faculty Member for any costs incurred in teaching these courses in accordance with the provisions of Article 28. If these courses are taught on an overload basis, Faculty Members shall receive an overload stipend as set out in Article 30. All such courses must comply to the regulations outlined in 18.2.1.2.

### 18.4 Annual Report of Activities:

**18.4.1** Each Faculty Member shall submit a copy of an Annual Report of Activities to his/her Dean by May 5 of each year. The Annual Report shall include a statement of activities for the previous May 1 to April 30 period.

**18.4.2** The Annual Report, which shall be completed on a standardized form supplied by the Dean, shall include the following information:

- (a) teaching responsibilities including courses taught and supervision of graduate and undergraduate theses;
- (b) publications;
- (c) conference papers given;
- (d) research and other scholarly work in progress;
- (e) research grants and contracts awarded, name of

granting body, research title, amount awarded and the date awarded;

(f) graduate degrees awarded or graduate studies in progress, and the expected date of completion, university, and title of thesis;

(g) awards and other honours received;

(h) Departmental, Faculty, Senate, Board, Association and other University activities;

(i) contributions to the Faculty Member's profession;

(j) contributions to the Faculty Member's community.

### 18.5 Outside Professional Activities:

**18.5.1** The nature of the professional competence of many Faculty Members affords opportunities for the exercise of that competence outside the Faculty Member's regular university duties, on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and the capacity of Faculty Members, the University agrees that Faculty Members have the right to engage in part-time professional activities, paid or unpaid, provided that such activities do not conflict or interfere with the Faculty Member's obligations, duties and responsibilities to the University as defined in this Agreement, except as provided in clause 18.5.2 and subject also to the following conditions:

(a) When a Faculty Member's outside activities involve the use of the University's facilities, supplies or services, their use shall be subject to the prior approval of the University. Costs for such facilities, supplies or services shall be borne by the outside group at prevailing rates set by the University, unless the university agrees, in writing, to waive all or part of such costs.

(b) The name of the university shall not be used in any related professional activity unless agreed, in writing, by the Vice-president: Academic, although nothing shall prevent the Faculty Member from stating the nature and place of his/her employment, rank and title(s) in connection with related professional activities, provided that he/she shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing.

(c) A Faculty Member shall, upon written request from his/her Dean, provide all information on the nature and scope of related professional activities of a substantial nature, in so far as the information relates to a Faculty Member's duties and responsibilities as specified in this Article 18.

**18.5.2** If the participation in activities described in clause 18.5.1 conflicts or interferes with the obligations, duties and responsibilities of the Faculty Member as defined in this Article 18, mutually satisfactory arrangements shall be made in advance between the Faculty Member and the Vice-President: Academic. Should the Faculty Member and the Vice-President:

Academic fail to reach agreement, the Faculty Member is obliged to fulfil the duties and responsibilities set out in this Article 18.

## **ARTICLE 19: LIBRARIAN MEMBERS' DUTIES, RESPONSIBILITIES AND WORKLOAD**

### **19.1 Duties and Responsibilities:**

**19.1.1** The rights, duties and responsibilities of Librarian Members derive from the academic, professional and collegial nature of their work in the Library and in the University, and from their position as members of the academic community. Librarians' duties and responsibilities shall be an appropriate combination of:

- (a) professional practice in the University Library;
- (b) academic and community service within the University;
- (c) scholarly and/or professional activity.

The exact distribution of individual duties and responsibilities may vary from time to time and from individual to individual. Without minimizing the importance of (b) and (c), for the majority of Librarian Members the principal duties shall be those noted in (a) above.

### **19.1.2 Professional Practice in the University Library**

(a) Librarian Members concern themselves primarily with the academic needs of the University community. Through the collection, organization, and dissemination of informational materials, they facilitate access to and expansion of the world of knowledge. They perform an instructional, consultative, and research role through formal and informal instruction in the methods and sources of bibliography; advice on library research techniques; direction towards appropriate resources of information; and the search and retrieval of specific information requested by the Library's users.

(b) Librarian Members' principal responsibilities shall consist of one or more of the following activities: public service, information service, collection development, acquisition of informational materials, cataloguing, bibliographical control, systems development, and any other recognized Library function performed by professional librarians.

(c) Librarian Members' responsibilities include participation in assigned Library administrative and committee work and keeping informed of trends in library and information science applicable to their duties and responsibilities.

### **19.1.3 Academic Service within the University**

Academic and community service within the University includes the performance of administrative duties and membership on University or Association committees. Such academic and community service may be recognized as part of the Member's workload.

Where participation on University committees or such other bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent.

### **19.1.4 Scholarly and/or Professional Activity**

Librarian Members have the right to engage in scholarly and/or professional activities. Scholarly activity includes but is not limited to bibliographical work; research in librarianship or other subject areas; creative work, completed course work, degrees, or programs of study; and the dissemination of such scholarship in publications, conference papers, lectures and other credible forums. Professional activity includes but is not limited to the planning, implementation, and participation in workshops or conferences; participation in scholarly, library and professional associations including the Ontario Confederation of University Faculty Associations, and the Canadian Association of University Teachers; co-operative work with other libraries; and professional expertise used in service to the community at large.

**19.1.5** The University agrees that Library functions commonly associated with the exclusive duties and responsibilities of professional librarians in Canadian universities should be performed by professional librarians, and the University will endeavour to assign responsibilities and workload accordingly.

**19.1.6** Adjustments to the normal work load may be made when a Member, with his/her consent, undertakes a special assignment requested by the University Librarian.

**19.1.7** Members engaged in research projects or scholarly studies have the right to apply for University support in the form of financial assistance, use of University facilities, and/or leaves of absence.

### **19.2 Librarian Members' Hours of Work:**

**19.2.1** A Library Member's normal workload shall consist of duties and responsibilities specified in Article 16 and 19, and shall be performed within an average work week of 35 hours which includes evening and/or weekend service.

**19.2.2** Hours of work shall be scheduled equitably. after consultation between the University Librarian and Members. One evening every two weeks and two weekend days per term shall be the limit of an individual Member's service outside of the regularly scheduled hours, unless otherwise stated in the letter of appointment, or agreed to by the University Librarian and the Member.

**19.2.3** For hours worked in excess of the normal 35 hour work period, and when such excess work has been approved by the University Librarian, Members shall be compensated by the equivalent time off.

### **19.3 Annual Report of Activities**

Each Librarian Member shall submit to the University Librarian a copy of an Annual Report of Activities and a curriculum vitae by May 5 of each year. The

Annual Report shall include a statement of activities for the ~~period~~ from the previous May 1 to April 30. The Annual ~~Report~~, which shall be completed on a standardized form supplied by the University Librarian, shall include the following information:

- (a) library responsibilities;
- (b) academic and community service within the University;
- (c) scholarly and/or professional activity.

## ARTICLE 20: APPOINTMENT WITH REDUCED LOAD

### 20.1 Application and Conditions for Reduced Load:

**20.1.1** An Appointment with Reduced Load is an appointment in which a Member at his/her request, and subject to the University's approval, carries a reduced workload for a specified period of time.

**20.1.2** A Reduced Load shall normally constitute the same proportional reduction in each of the components of the Member's workload as specified in Article 18 or 19 as appropriate, except where the Member and the University agree to a variation. It may constitute a reduction throughout the academic year or a release from workload for a portion of the academic year or any combination thereof. It shall normally not involve a reduction of more than two-thirds of normal workload or a release from all workload for more than two-thirds of the academic year. The Reduced Load shall continue for a specific period of time, and shall normally begin on any July 1 or January 1 and end on any June 30 or December 31.

**20.1.3** A Member initiates the application for Appointment with Reduced Load in writing to the Vice-President Academic by requesting a change from full-time to reduced-load. A copy of the application will be sent by the Member to the Association. A request from a Member for Reduced Load shall not unreasonably be denied, and the application shall be dealt with within 30 days of application.

**20.1.4** The application should include proposals for:

- (a) the period of time for the Reduced Load Appointment;
- (b) a detailed plan of the nature of the reduction;
- (c) any other conditions the applicant deems relevant.

**20.1.5** The University shall negotiate the terms of a Reduced Load with a Member, and the Member is entitled to have a Grievance Officer of the Association or a Member of his/her choice attend the negotiating sessions.

**20.1.6** No Reduced Load Appointment shall take effect unless and until the Member and the University agree in writing to all the terms and conditions of the Reduced Load. When a Reduced Load is negotiated, the duration of the agreement must be specified. When the agreement has been signed, the University shall send a copy of the agreement to the Association.

### 20.2 Rights of Member with Reduced Load:

**20.2.1** A Member with Reduced Load has all the rights under this Agreement of a Member on full load except as specifically excluded in the Reduced Load Agreement. A reduced workload shall not change the Member's rights to security of employment. The Member may negotiate with the University that the time spent on reduced workload shall count as a full period of service for the accumulation of Sabbatical Leave or Academic and Professional Leave credit. Failing such agreement, time spent on reduced load shall count no less than the proportion of the reduced Load as a period of service for Sabbatical Leave or Academic and Professional Leave credit.

**20.2.2** A Member with a Tenure or Continuing Appointment with Reduced Load has all the rights of tenure or of a Continuing Appointment as defined, respectively, in Article 15 or 16.

**20.2.3** When a Member moves from a full load to a Reduced Load Appointment, the Members of the academic unit or sub-unit shall recommend to the Dean or University Librarian, as appropriate, how every part of the unassigned teaching, library and other duties should be assigned. The Dean or University Librarian shall include the Members' recommendation with his/her recommendation to the Vice-president: Academic, who shall take the said recommendations into account before making a decision. The decision shall be communicated in writing, with reasons, to the Members of the unit or sub-unit. Every part of the assignable workload of a Member on Reduced Load shall be made available to Members as overload; failing its acceptance as overload by a Member or Members, the assignable workload may be offered to non-Members. Alternatively, it may be included in the planned workload of a new appointment to the Bargaining Unit.

### 20.3 Salary and Benefits:

**20.3.1** For an Appointment with Reduced Load the Member's Reference Salary shall be subject to all salary adjustments which would be applicable to that Member's salary had he/she been on full load. During the negotiated period of service under the reduced workload, the actual salary received by the Member shall be a negotiated proportion of the Reference Salary.

**20.3.2** Except as provided for in this Article 20, or as may be negotiated between the parties, a Member with Reduced Load is entitled to full benefits related to his/her Reference Salary. For non-salary related benefits during a period of reduced workload the University shall continue to pay its portion of the premiums for the Member's benefits. The Member has the option of making pension contributions on the basis of either his/her actual or Reference Salary, and the University shall make its Contributions on the same basis.

**20.3.3** The contributions and coverage under the Long Term Disability Plan shall be based on the Member's actual salary.

**20.4** ~~Members~~ of the Bargaining Unit already on Reduced Load when this Agreement takes effect shall be covered by all the terms and conditions of this Article, but nothing in this Article shall be deemed to prejudice the terms and conditions of employment of such individuals.

## **ARTICLE 21: ADMINISTRATION OF ACADEMIC SUB-UNITS**

### **21.1 Administration of Departments:**

**21.1.1** Each Department in the Faculty of Arts and Science and the Department of Economics in the School of Business and Economics shall have a Chair. For purposes of this Agreement the Associate Deans of Business shall be considered as Chairs. The Chairs shall be responsible to the University and to the members of the Department for its orderly, effective and efficient operation. When representing the Department on a committee or in an official capacity the Chairs shall present the Department's position.

**21.1.2** Each Chair shall be responsible for holding and chairing meetings of his/her Department, and for reporting the Department's recommendations to the Dean. While a Department may wish to recommend that particular administrative responsibilities be delegated to individual members of the Department, or to Departmental sub-committees, the Department-in-Council, whose membership shall be limited to Faculty Members of the Department except as stipulated elsewhere in this Agreement, may formulate recommendations concerning matters of interest to the Department and such recommendations shall be directed to the Dean through the Chair. These recommendations shall include but not be limited to the following:

- (a) curriculum development;
- (b) appointments;
- (c) tenure;
- (d) promotions;
- (e) Sabbatical Leaves and other paid leaves;
- (f) other matters as specified in this Agreement.

### **21.2 Administration Within the Department of Business:**

**21.2.1** The Department of Business in the School of Business and Economics shall be subdivided into Areas and each Area shall have an Area Head. The Area Head shall be responsible to the University, through the Associate Dean(s) of Business, and to the Members of the Area for its orderly, effective and efficient operation. When representing the Area on Departmental Committees, the Area Head shall present the Area's position.

**21.2.2** Area Heads shall be responsible for holding and chairing meetings of their Areas and for reporting the Areas' recommendations to the appropriate Associate Dean of Business.

### **21.3 Administration Within Other Academic Units:**

**21.3.1** The Faculty of Music, the Faculty of Social Work, and the Library shall each elect a Temporary Chair. The Temporary Chair shall serve only as required under the provisions of Articles 13, 14, 15 and 16 as chair of the relevant Appointment and Promotion Committee and as an ex-officio representative to University Committees. By September 15 of each academic year, the Temporary Chair shall, in accordance with procedures agreed to by the Dean or University Librarian as appropriate, and the Members of the academic unit, be elected for a term of one year by Members of the academic unit acting as a Department-in-Council.

### **21.4 Chairs: Appointment and Responsibilities:**

**21.4.1** The term of office of a Chair shall be a maximum of 3 years, and the term of office may be renewed.

**21.4.2** Prior to the expiry of the term of the Chair, the Dean of the Faculty shall conduct an election for the position of Chair in accordance with procedures agreed to by the Dean and the Department-in-Council. Should these procedures subsequently be altered, Members of the Department, and the Association, shall receive from the Dean copies of the new procedures prior to their coming into effect.

**21.4.3** The duties of a Chair are:

- (a) to call and preside over meetings of the Department as required,
- (b) to represent the Department in administrative matters;
- (c) to bring to the attention of the Department-in-Council for discussion and action matters pertaining to the work and efficiency of the Department;
- (d) after consultation with the Department-in-Council, to ensure that proposals requiring approval are brought forward,
- (e) in consultation with Members of the Department, to recommend course and teaching assignments to the Dean;
- (f) to submit to the Dean, in writing, after consultation with Members of the Department, an estimate of the Department's budgetary needs for the ensuing year;
- (g) to bring to the attention of the Department-in-Council for discussion and action matters referred to it by the Dean;
- (h) to be available for consultation by individual Members of the Department, and to convey and present recommendations to the Dean concerning any issues, including any advancements in salary, pursuant to the provisions of Article 30;
- (i) and such duties as are specified in this Agreement.

**21.4.4** In recognition of departmental, administrative and other duties, a Member who at the ratification of this Agreement, or who during its term, is a Chair of a



Department shall receive:

- (a) a stipend as specified in Article 30 of this Agreement;
- (b) in each academic year, a minimum teaching load reduction of 2 one-term courses;
- (c) a credit equivalent to one additional year of service towards a Sabbatical Leave entitlement for each 3 years of service as Chair. The said credit must be used on the first occasion when eligible following the expiration of his/her term as Chair, however, the Dean may approve exceptions and shall give the Member notification in writing.

**21.4.5** In recognition of the administrative and other duties of the interdepartmental major or option programs, where warranted by the number of students registered and/or the extent of the administrative duties, a Member who at the date of ratification of this Agreement, or who during its term, is a Coordinator of an Interdepartmental major or option program, shall be granted appropriate course relief.

**21.5 Area Heads: Appointment and Responsibilities:**

**21.5.1** The term of office of an Area Head shall be a maximum of 3 years, and the term of office may be renewed.

**21.5.2** Prior to the expiry of the term of the Area Head, the Associate Dean of Business shall conduct an election for the position of Area Head in accordance with procedures agreed to by the Dean and the Members of the Department.

**21.5.3** The duties of an Area Head are:

- (a) to call and preside over meetings of the Area as required;
- (b) to bring to the attention of Members of the Area for discussion and action matters pertaining to the work and efficiency of the Area;
- (c) in consultation with members of the Area to recommend course and teaching assignments to the Associate Dean;
- (d) after consultation with Members of the Area to ensure advice concerning curriculum changes, promotion, tenure, Sabbatical Leaves, and appointments is brought forward;
- (e) to assist the Associate Dean of Business in the recruitment of new faculty;
- (f) to represent the Area in administrative matters within the Department.

**21.5.4** In recognition of Area, administrative and other duties, a Member who at the ratification of this Agreement, or who during its term, is an Area Head shall receive:

- (a) a stipend as specified in Article 30 of this Agreement;
- (b) in each academic year, a minimum teaching load reduction of one (1) one-term course.

In each academic year, an additional three (3) one-term course reliefs shall be assigned among the

Area Heads by the Dean in consultation with the Associate Dean(s).

## ARTICLE 22: EMPLOYMENT EQUITY

### 22.1 General

**22.1.1** In accordance with the University's general commitment to non-discrimination, as contained in Article 8, and to the principles of employment equity, the Parties recognize that particular measures are required to promote equity in the employment of women, racial minorities, people with disabilities, aboriginal peoples, and such other groups as may be designated by legislation, hereinafter referred to as "the designated groups".

**22.1.2** For the term of this Agreement the University agrees to establish search procedures in academic units and sub-units which require an active search for qualified women, aboriginal people, people with disabilities, and racial minorities, including:

- (a) advertisements which include the statement that the University is committed to employment equity and welcomes applications from all qualified women and men, including racial minorities, people with disabilities, and aboriginal people;
- (b) letters from the appropriate Dean and/or Chair, or University Librarian, as applicable, to their equivalents in other Canadian universities inviting qualified women, aboriginal people, people with disabilities, and racial minorities to apply for advertised positions;
- (c) other such measures as authorized by the Dean or University Librarian in consultation with the Chair or equivalent representative of Members of the academic unit or subunit.

### 22.2 Equity in Employment

**22.2.1** The Parties agree that it is desirable for the University's employees complement to change over time to reflect the evolving composition of Canadian and more particularly Ontario society, including appropriate representation of the designated groups. Toward that end, the Parties agree to establish a special task force, appointed by the Joint Liaison Committee, which shall file a report with the President and the Association within 60 days of the legislation receiving Royal Assent on the implications of the Employment Equity legislation for Members.

**22.2.2** Subject to the implementation of Employment Equity legislation in Ontario, the Parties agree on the following measures:

- (a) To achieve an equitable balance within academic units or sub-units, "under-representation" shall be deemed to exist when:
  - (i) Faculty Members of one gender constitute a smaller proportion of the membership of an academic unit or subunit than exists in the pool of students (as reported by Statistics

Canada) for the graduate degree normally required for an appointment at the University in their discipline.

- (ii) Librarian Members of one gender constitute a smaller proportion of the membership than exists in the pool of students (as reported by Statistics Canada) in graduate degree programs of librarianship in Canada.
- (b) The University shall endeavour to facilitate accessibility to Faculty and Librarian Member positions by qualified candidates from among aboriginal peoples, racial minorities, and people with disabilities.
- (c) Where there are no female applicants for a position, or where the Department Appointment and Promotion Committee or equivalent recommends a short-list for interview which does not include a female candidate, the Dean or University Librarian shall review the process and the recommendation of the Department Appointment and Promotion Committee and may, in his/her sole discretion, decide to continue with the existing short-list or to extend the competition deadline, to undertake additional advertising, or to take other measures needed to widen the applicant pool.
- (d) Subject to Article 8.2, the best qualified person shall always be recommended for appointment. However, where the qualifications of the leading candidates for appointment are substantially equal, and one or more is from a designated group or groups for which under-representation has been found to exist, the most qualified candidate from an under-represented group shall be deemed the best qualified and shall be recommended for appointment.
- (e) At the time of making a recommendation to the Dean/University Librarian, the Department Appointment and Promotion Committee or equivalent shall make a report on the search process which includes:
  - (i) the total number of applicants and the number with doctorate or equivalent qualification, the numbers of male and female applicants, where known, and the numbers with doctorate or equivalent qualification, and, where known, the same information for applicants from the other designated groups;
  - (ii) a rank-ordered short-list which formally presents the qualifications of each candidate and the reasons for the ranking.

The Dean or University Librarian shall review this report prior to recommending any formal offer of appointment.

### **22.3** Employment Equity Coordinator

- 22.3.1** The University agrees to continue to staff the position of Employment Equity Coordinator, reporting to the President or designate, to assist the University in fulfilling its commitment to non-discrimination, as stated

in 8.1, and its commitment to promote employment equity, as stated in this Article.

### **22.4** Employment Equity Information

- 22.4.1** To assist with appointment procedures, the Vice-President: Academic by September 30 of each academic year shall provide the Deans, the University Librarian, and the Chairs or equivalents, with a copy to the Association, with the following information for each academic unit or sub-unit:

- (a) the number of searches for Member positions in the previous Contract Year; for each search, where known, the numbers of female and male applicants, the numbers of female and male applicants with doctorates, and, where known, the gender of the appointee,
- (b) the composition by gender of the Members in each academic unit and sub-unit by rank and status of appointment;
- (c) the percentages of women and men, by discipline, in doctoral degree programs in Canada and in graduate degree programs in librarianship in Canada;
- (d) the percentages of doctoral degrees, by discipline, and graduate degrees in library science awarded in Canada to women and men;
- (e) a statement whether the unit or sub-unit is subject to the definition(s) of under-representation provided for in this Article.

### **22.5** Joint University-Association Employment Equity Advisory Committee

- 22.5.1** To assist with the implementation of the provisions of this Article, the Parties agree to continue the Joint University-Association Employment Equity Advisory Committee which shall consist of:

- (a) three (3) representatives appointed by the Association, at least one of whom shall be a member of one of the designated groups;
- (b) three (3) representatives appointed by the President, at least one of whom shall be a member of one of the designated groups;
- (c) the Employment Equity Coordinator, who shall be a non-voting member.

One of the Association representatives and one of the University representatives shall serve as co-chairs of the Committee.

### **22.5.2** The Joint University-Association Employment Equity Advisory Committee shall, with respect to Members:

- (a) identify any systemic barriers in recruitment, employment and promotion policies and procedures that discriminate against aboriginal peoples, people with disabilities, members of racial minorities and women;
- (b) review on an on-going basis employment equity plans at other universities in Canada,
- (c) provide advice to the President and the Association

concerning the realization of the University's commitment to non-discrimination and equity in the employment of members of the designated groups;

(d) provide copies of all reports and recommendations to the President and the Association.

**22.6** Factors which differentiate on the grounds of gender may not be used to justify any salary differential among Members. Any salary adjustment shall be the result of a review by a joint University-Association Committee. The review shall take place in 1995-96 in accord with a method agreed to by the Parties. Any salary differential which has resulted from gender discrimination shall be removed and the remedy shall be such that no Member's Reference Salary shall be lowered. Any adjustment in the Member's Reference Salary shall be effective April 1, 1996.

## ARTICLE 23: PATENTS AND COPYRIGHT

### 23.1 General:

**23.1.1** The first consideration of the University in its patents and copyrights policy is to promote the teaching, research and publication activities of Members. The University also recognizes that the community it serves may also benefit from inventive and creative advancements in artistic, creative, technical and scientific knowledge which have been achieved by Members of the Bargaining Unit.

**23.1.2** Each Member has the right to publish the results of his/her research.

### 23.2 Patents:

**23.2.1** Where a Member is a party to a research contract and an invention is made by the Member in the course of research supported by that contract which has explicit provisions for patents and revenue sharing from such patents, the provisions of that contract take precedence over this Agreement.

**23.2.2** The University acknowledges that it has no claim or interest in any Member's invention which does not arise from University supported activities. The Parties agree that the University has an interest in any Member's invention which does arise from University supported activities. For the purpose of this Article 23, University supported activities do not include the payment of salary to the Member, the provision of a normal academic environment in which to work, and the performance of regular workload by the Member, but do include the use of University funds, designated research facilities, or its support or technical personnel.

**23.2.3** It is to the benefit of both the University and Members that potentially patentable discoveries or creations be disclosed to the University prior to public disclosure.

**23.2.4** When potentially patentable discoveries or creations are disclosed to the University by a Member(s) and the University agrees to pursue a patent application, this protection shall be pursued in the name of the

Member(s) who is the inventor(s), discoverer(s), or creator(s). The cost involved in this process shall be paid by the University. Where the inventor(s), discoverer(s), or creator(s) and the University agree to pursue the feasibility of patenting an invention, the Member(s) agrees to provide full co-operation and assistance in the preparation of the patent application, including disclosure of information containing potentially patentable discoveries which have not yet been protected. Such disclosures shall only be made within agreements of confidentiality. The University shall notify the Member(s) of its decision to file or not to file within 3 months of the disclosure.

**23.2.5** If the University decides the potentially patentable discovery arose from University supported activities, and decides not to pursue patent protection, the Member(s) shall be so advised in writing within 3 months of disclosure to the University and may pursue patent protection at his/her own expense.

**23.2.6** If the University decides that the potentially patentable discovery was unrelated to University supported activities, the Member may deal with the patent as he/she deems appropriate. This latter situation shall not preclude a joint development agreement between the Member and the University.

**23.2.7** If, pursuant to 23.2.4, a Member does not disclose a potentially patentable discovery, and the Member makes an application for a patent, then the Member shall disclose the patent application to the University within 3 months of the application, and shall affirm in writing at the time of disclosure to the University whether or not the discovery has been made and developed as a result of University supported activities. If the Member(s) fails to disclose the existence of patent applications within 3 months, it shall be understood that the University maintains its rights under this Article until such disclosure is made. The University shall decide if the patent application arose from University supported activities, and shall notify the Member of its decision within one month of disclosure.

**23.2.8** Members shall share in any royalties derived from the commercialization of patents which they have assigned to the University.

**23.2.9** If the University pursues patent protection, then the royalties to be shared shall be those remaining after the recovery of the University's costs incurred in all the activities specifically involved in the patenting process, including the cost of development, but not including overhead. If the patentable discovery arose from University supported activities, and the Member decides to pursue patent protection without the University's aid, then the royalties to be shared shall be those remaining after the recovery of the Member's costs incurred in all the activities specifically involved in the patenting process, including the cost of development, but not including overhead. The sharing of the remaining royalties after the disbursements for costs shall be negotiated between the University and the Member(s).

- 23.2.10** In the event that the University elects not to proceed with an application for patent for an invention arising from University supported activities, and the Member subsequently obtains such a patent, the Member shall grant to the University a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable licence to the use of the invention for the University's purposes.
- 23.2.11** The University's share of royalties shall be used to support research and scholarly activity,
- 23.2.12** The University shall not enter into any agreement with a third party which alters the patent rights of Members stated in this Article without their written consent,
- 23.3 Copyrights:**
- 23.3.1** The copyright on all literary works, dramatic works, musical works, artistic works, computer programs, or other forms of intellectual property produced or created by Members is vested in the Members who created the works. The benefits that may accrue to Members may be limited by the terms of external contracts and licencing agreements.
- 23.3.2** Notwithstanding clause 23.3.1, where the University specifically commissions the preparation of a particular work, at the time the commission is made the Member(s) who is the creator(s) and the University may negotiate specific conditions which may vest the copyright in the University, and the Member(s) as a minimum shall provide the University with a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable licence to use the material for University purposes,
- 23.3.3** The University shall make no claim to the proceeds of publication for which it has provided no more than normal academic facilities, including research grants.
- 23.3.4** When the University has subsidized publication by a grant for that purpose, it may negotiate specific conditions with the Member(s) who is the creator(s) to participate in royalties.
- 23.3.5** Whenever a publication subsidy is made, the University shall stipulate at the time it offers the subsidy if it wishes to negotiate a claim to royalties that may accrue from publication thus supported, and if it does not, it shall be deemed to have waived any claim to royalties or other income.
- 23.3.6** Any funds which accrue to the University for royalties from copyrights in which it participates shall be used to support research and publication,

## ARTICLE 24: FINANCIAL EXIGENCY AND PROGRAM REDUNDANCY

### 24.1 Financial Exigency:

- 24.1.1** No Member shall be terminated, dismissed or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for financial reasons except in accordance with this Article. Members may be laid off in

accordance with this Article if a state of financial exigency has been declared by the Board according to the procedures contained in this Article. A state of financial exigency is defined as a situation in which the University faces substantial and potentially chronic financial losses which threaten the continued functioning of the University unless the budgetary allocation for salaries and benefits of Members is reduced.

- 24.1.2** In the event that the Board considers that a financial exigency exists within the meaning of 24.1.1, it shall give notice to the Association within 5 days that it intends to act in accordance with the procedures set out below. As of the date of such notice, Members may have contracts renewed, but no new appointments may be made, that is, no person shall be appointed to a position in the Bargaining Unit covered by this Agreement. As of the date of such notice, the University undertakes to make no additional appointments to the administrative complement.
- 24.1.3** Within 10 days of giving notice that it considers a financial exigency exists, the Board shall forward to the Association all financial documentation relevant to the proposed state of financial exigency. The documentation shall be sufficiently detailed that by usual accounting principles a state of financial exigency can be evaluated.
- 24.1.4** Within 15 days of the notice specified in clause 24.1.2 above, the Board shall establish a Financial Commission which shall review the material on the state of financial exigency and either:
- (a) verify to the Board that it confirms the existence of such a financial exigency; or
  - (b) report to the Board that such a financial exigency does not exist.
- 24.1.5** The Financial Commission shall consist of five (5) members, two (2) of whom shall be appointed by the Board, and two (2) of whom shall be appointed by the Association. An independent chair shall be selected by the other four (4) members of the Commission, and in the event the other members of the Commission cannot agree on a chair, the chair shall be named by the Senior District Court Judge for the Judicial District of Waterloo. No member of the Financial Commission shall be a government official.
- 24.1.6** The University shall cooperate with the Financial Commission in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Financial Commission whether a state of financial exigency exists within the meaning of this Article.
- 24.1.7** The Financial Commission shall establish its own procedures.
- 24.1.8** The Financial Commission shall invite and consider submissions on the University's financial condition. It shall consider:
- (a) whether the University's financial position constitutes a genuine financial crisis that involves a deficit for at least one financial year which is pro-

jected by generally accepted accounting principles to continue, and constitutes a problem sufficiently grave that the University's continued functioning would be endangered unless the budgetary allocation for salaries and benefits of Members is reduced;

- (b) whether the reduction of the number of Members and/or the reduction in the salaries and benefits of Members is a reasonable way to effect a cost saving given the primacy of academic goals within the University;
- (c) whether other means of achieving savings have been explored and utilized;
- (d) whether every reasonable effort has been made to secure further assistance from the provincial government and to improve the University's revenue position by any other means including borrowing and the disposal of assets not essential to the functioning of the University;
- (e) whether enrolment projections are consistent with the intended reduction in the complement of Members;
- (f) whether all other means of reducing the complement of Members including voluntary early retirement, voluntary resignation, voluntary transfer to Reduced Load status, and redeployment have been considered and utilized; and,
- (g) any other matters that it considers relevant to the proposed financial exigency.

The Financial Commission shall answer each of (a) to (f) above, as well as any other specific questions that arise under (g).

**24.1.9** The Financial Commission shall make its report to the Board within 3 months of its appointment. If the financial Commission verifies that there is a state of financial exigency, it shall recommend the amount of reduction in expenditure that is required. It shall also recommend the proportion of that reduction that will be achieved by laying off Members, or by other means of reduction in expenditures on Members' salaries and benefits.

**24.1.10** When the report of the Financial Commission verifying that a financial exigency exists is made known to the Association, the Association shall invite Members to recommend proposals for the use of voluntary measures to bring about savings in expenditures for Members' salaries and benefits.

**24.1.11** If the Financial Commission verifies that a financial exigency exists, a 30 day period shall elapse before any procedures for lay offs are invoked. During that period, the Parties shall meet and consider the recommendations of the Commission with respect to the implications of the financial exigency. It shall be open to the Parties, notwithstanding any provisions to the contrary of this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits, or to reach other mutually acceptable emergency methods of reducing expenditures that could avert lay

offs or decrease the number of lay offs. Reductions in salaries and benefits of Members shall not exceed the amount of such reductions in salaries and benefits recommended by the Financial Commission pursuant to 24.1.9.

**24.1.12** If, pursuant to 24.1.11, the Parties fail to reach agreement on measures to reduce salaries and benefits within 30 days of the report of the Financial Commission, the University may reduce the budgetary allocation for salaries and benefits of Members in accordance with the procedures set out below. Reductions in salaries and benefits of Members shall not exceed the amount of such reductions in salaries and benefits specified by the Financial Commission pursuant to 24.1.9.

**24.1.13** In the event that the Financial Commission has found that no financial exigency exists in the sense of 24.1.8, the Board shall be precluded from invoking the provisions of this Article for the lay off or reduction in the salaries and benefits of Members for 12 months from the date of the report of the Commission.

**24.1.14** Seniority shall be established by the date upon which continuous employment with the University commenced. Seniority shall not be affected by leave taken in accordance with this Agreement or leave taken under any previous terms and conditions of employment.

**24.1.15** Members who are to be laid off under this Article shall be provided with written notice of the reasons. Lay offs under this Article shall not be treated or recorded as dismissals for cause. Members shall be laid off in the following order:

- (1) Members who are on Limited Term Appointments;
- (2) Members holding Provisional Appointments;
- (3) Members holding Candidacy, Continuing, and Tenured Appointments.

Within the above categories, the order of lay off shall be based on reverse seniority, except where the continued existence of an academic program requires the retention of the services of a Member who would otherwise be chosen for lay off under this provision. If two (2) or more Members have equal seniority, the order of seniority will be decided by lot.

**24.1.16** After the selection of the Members who are to be laid off, but prior to the implementation of such lay offs, the University shall make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those individuals who are to be laid off. Individuals who accept such alternative employment shall be given the opportunity to retrain for their new duties, and the University shall pay any necessary and related tuition fees. Any transfer to another academic unit or sub-unit shall require the consent of the Member and the Members in the receiving unit or sub-unit. For any such transfer the provisions of 24.2.6 apply. Any transfer of a Member to an administrative position outside of the Bargaining Unit shall be on terms and conditions satisfactory to the Member and the University, and the Member shall

- retain recall rights pursuant to 24.1.18, 24.1.19 and 24.1.20.
- 24.1.17** (a) For each Member serving or having contracted to serve on a Limited Term or a Provisional Appointment who is selected for lay off, the University shall provide the lesser of 6 months' written notice of the proposed date of lay off or 6 months' salary in lieu of notice, or notice that the University will honour all contractual obligations to the Member but that no subsequent appointment will be offered.
- (b) For each Member who is serving or has contracted to serve in a Candidacy, Tenured, or Continuing Appointment who is selected for lay off, the University shall provide:
- (i) 15 months' written notice of the proposed date of lay off or 15 months' salary in lieu thereof or a combination of salary and notice totalling 15 months; and.
  - (ii) one month's salary for each year of service in the University, which shall be no less than 6 months' salary for Members with Tenure or Continuing Appointments, to a maximum of 24 months.
- Pursuant to the above, all payments shall be based on the individual's annual Reference Salary at the date of lay off.
- 24.1.18** Members who are laid off, or who voluntarily accept Reduced Load appointments, or who are transferred to a position outside of the Bargaining Unit shall have, for a period of 4 years from the date of lay off, a right of first refusal for any post in their former academic unit or sub-unit, unless the University can substantiate that the post is so specialized that it cannot be filled by the candidate or by a re-arrangement of the duties of other Members of the same academic unit. The university shall be entitled to send any such notice to the Member's last known address by registered mail. It shall be the Member's obligation to inform the University of his/her then current address. In addition, each Member who is laid off shall have a right of first refusal for any other vacant post in the University for which he/she is qualified.
- 24.1.19** Individuals who are recalled pursuant to 24.1.18 shall have up to 2 months following receipt of notice to accept such recall offer, and a reasonable period, not to exceed 12 months, to terminate alternative employment and take up the offered post. Failure to accept recall is deemed to be a resignation. Members on lay off who are subsequently recalled shall repay any portion of the allowance pursuant to 24.1.17 which exceeds the salary they would have received had they continued to occupy their normal positions in the University.
- 24.1.20** Each Member who is recalled to an area or post which is not within his/her original discipline retains a full right of first refusal for any opening in his/her original discipline.
- 24.1.21** Members who are laid off shall enjoy full access to University facilities, including office and laboratory space, as and when available, and reasonable access to library and computer services until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. In addition, laid off Members, their spouses and their dependants shall receive full tuition waivers for any courses taken at the University during the same period.
- 24.1.22** While a Member is on lay off under the provisions of this Article, the University will not contribute towards pensions and benefits but will permit and facilitate continuance of any coverage if available and if desired by the Member who will pay the applicable premiums.
- 24.1.23** The cost of the Financial Commission established under this Article shall be borne by the University.
- 24.2 Program Redundancy:**
- 24.2.1** Program Redundancy refers to the cancellation of an academic program where an academic program is one or more of:
- (a) a group of courses offered by the University which may lead to a diploma, certificate, or degree;
  - (b) an academic unit or sub-unit which delivers such a group of courses;
  - (c) a research program;
  - (d) an academic unit or sub-unit which is responsible for a research program; or
  - (e) any other academic unit or sub-unit to which Members are assigned,
- 24.2.2** Members made redundant by the cancellation of an academic program shall be transferred to or retained for other academic or administrative positions in the University. Such transfer shall be subject to the provisions of 24.2.6 and 24.2.8. Lay off of Members for academic program reasons may occur only if no positions are available through transfer or retraining.
- 24.2.3** If the University proposes to eliminate an academic program it shall request a report and recommendation from Senate.
- 24.2.4** Senate shall consider the proposal received under clause 24.2.3 and shall provide all interested persons or groups with a full opportunity to make submissions prior to formulating a recommendation to the Board for a final decision. The Board shall not eliminate an academic program without the recommendation of Senate.
- 24.2.5** Within 10 days of the receipt of a report from Senate recommending the elimination of an academic program, the University shall present to both the individual Members concerned and the Association its plans for the transfer, retraining, or lay off of Members.
- 24.2.6** The Member or Members may be transferred to another unit or subunit in the University for which he/she is qualified only with his/her written consent and with the consent of the Members in the unit or sub-unit to which the redundant Member is to be transferred.

Rank, Reference Salary, benefits and seniority shall be transferred with the Member or Members.

- 24.2.7** When retraining is approved by the University, and the Member and Members in the unit or sub-unit to which the Member is to be transferred have agreed on the transfer, a position shall be reserved for the Member until the training period is complete and the Member assumes his/her position in the new unit or sub-unit. If the retraining is approved by the University, the University shall pay all reasonable costs relating to the plan of retraining.
- 24.2.8** If no transfer is available or if a proposed transfer is refused, the University shall provide each such Member who is to be laid off or who resigns with the same provisions as under clauses 24.1.17, 24.1.18 and 24.1.19.

## ARTICLE 25: SEXUAL HARASSMENT

- 25.1** The University's Sexual Harassment Policy and Procedures, approved by the Board on February 12, 1991 and attached as Appendix D, shall continue during the term of this Agreement. Any changes to the Sexual Harassment Policy and Procedures shall be subject to the consent of the Association. The Association recognizes that the University has an obligation to consult with the Wilfrid Laurier University Staff Association, the Canadian Union of Public Employees, the United Food and Commercial Workers Union, and the Wilfrid Laurier University Students Union about any changes to this policy and procedures.
- 25.2** The Parties agree that an allegation of sexual harassment against a Member shall not be the subject of disciplinary action except where, after a formal hearing under the University's Sexual Harassment Policy and Procedures, the complaint was upheld.
- 25.3** Any disciplinary actions taken by the University against a Member pursuant to recommendations from a Hearing Committee shall be subject to Article 26 of this Agreement and are grievable pursuant to the provisions of Article 27.
- 25.4** By June 30 each year, the President shall provide a report to the University community, with a copy to the Association, which shall contain a statistical record of complaints filed under the Sexual Harassment Policy and Procedures and any observations with respect to the administration of the Policy.

## ARTICLE 26: DISCIPLINE

- 26.1 General:**
- 26.1.1** A Member may be disciplined only for just and reasonable cause. Such disciplinary action shall be reasonable and commensurate with the seriousness of the violations.
- 26.1.2** The only disciplinary measures that may be taken by the University are the following:

- (a) a letter of warning or reprimand;
- (b) suspension with pay;
- (c) suspension without pay;
- (d) dismissal for cause.

- 26.1.3** Except for action taken under Article 26.3, all disciplinary action shall be initiated within 30 days of the date the University knew, or ought reasonably to have known, of the Occurrence of the matter giving rise to the discipline.
- 26.1.4** Medical disability shall not be cause for reprimand, suspension or dismissal. When the University judges a Member's performance to be inadequate and believes this inadequacy may be the result of illness, the University may require that he/she undergo a medical examination. If there is then evidence that the inadequate performance is the result of illness, the Member shall be placed on sick leave. If the Member in such a case challenges the determination, the advice of a second physician of the Member's choice shall be obtained. If the two (2) physicians disagree, they shall agree on a third, who shall adjudicate and decide on the matter.
- 26.1.5** If a Member is relieved from duties pending the outcome of the procedures of 26.1.4, the Member shall not be deemed to be on sick leave and shall receive full salary and benefits. If pursuant to 26.1.4, it is determined that the Member's inadequate performance is due to medical reasons, then the Member shall receive benefits in accordance with 17.6.2.
- 26.1.6** Letters of warning or reprimand must be clearly identified as being disciplinary measures, must contain a clear statement of the reasons for taking this action and shall be delivered by registered mail.
- 26.1.7** Failure of the Member to grieve a letter of reprimand or warning at the time of receipt of the letter shall not be deemed an admission of the validity of the reprimand or the warning.
- 26.2 Suspension:**
- 26.2.1** Suspension is the act of the University in relieving a Member of all University duties for cause without his/her consent.
- 26.2.2** When the University suspends a Member with or without pay, the University shall give written notification by receipted registered mail to the Member's last known address of the dates of commencement and termination of the suspension together with a written statement of reasons. The University shall notify the Association of the Member's suspension.
- 26.3 Dismissal for Cause:**
- 26.3.1** Dismissal for cause means the termination of an appointment by the University without the consent of the Member. The Member shall continue to receive his/her then current salary, salary increases and benefits while grievance and arbitration proceedings are pending in accordance with the provisions of 26.3.3(b).

- 26.3.2** When the President and the Dean of the Member's Faculty or the University Librarian, where appropriate, **are** satisfied that there is cause to justify that a Member be dismissed, they shall forthwith notify the Member by receipted registered mail to the Member's last known address of their intention to proceed with dismissal with a detailed written statement of reasons. A copy of the notification of dismissal shall be sent to the Association.
- 26.3.3** If, within 20 days of receipt of the written dismissal notice, the Member grieves, and the grievance proceeds to arbitration, the following procedures shall apply:
- (a) pursuant to **27.6.3**, the Parties agree that a single arbitrator shall be utilized, and that both Parties shall expedite the hearing of the matter so that a decision shall be rendered within at most 4 months from the appointment of the arbitrator;
- (b) the University shall pay the Member's salary and benefits until the decision of the arbitrator is received or for the period of 4 months from the appointment of the arbitrator whichever is the lesser.
- 26.3.4** The Parties agree that in order to expedite the hearing, the arbitrator shall be chosen according to the rota in Article **27.6.3** and must agree to render the decision within a period of 4 months.
- 26.4 Criminal Charges and Conviction:**
- 26.4.1** The Parties recognize that action of a Member may result in disciplinary action or criminal action or both. The Parties further recognize that a criminal charge or conviction is **not** in itself grounds for disciplinary or dismissal. Any disciplinary action which follows from the events that give rise to the charge or conviction shall be subject to all the protection of this Agreement.
- 26.4.2** In the event that a Member is accused of an offence which requires a court appearance, he/she shall be granted leave of absence without loss of benefits and pay, to which he/she would otherwise be entitled, for the actual time of the appearance. In the event that the accused Member is jailed awaiting a court appearance, he/she shall receive leave without pay. The Member shall have the option of taking annual vacation leave to which he/she is entitled in lieu of all or part of the leave without pay.
- 26.4.3** If a Member is incarcerated following a conviction, and the University does not elect to discipline the Member, he/she shall be granted leave of absence without pay for a maximum period of 2 years. The Member shall have the option of taking annual vacation leave to which he/she is entitled in lieu of all or part of the leave without pay.
- 26.4.4** As far as circumstances allow, a Member who has been charged or convicted shall continue to pursue his/her normal University duties.
- 26.4.5** The University shall encourage and participate in a rehabilitation program for a Member who has been convicted.

**26.5 Sexual Harassment:**

- 26.5.1** Any disciplinary actions taken by the University against a Member following from an allegation of sexual harassment pursuant to Article 25 shall be subject to Article 26.1 of this Agreement, and may be grieved under Article 27.

**ARTICLE 27: GRIEVANCES AND ARBITRATION**

**27.1 General:**

- 27.1.1** The parties agree to use every reasonable effort to encourage the informal, amicable, and prompt resolution of grievances arising from the administration, interpretation or application of this Agreement. The only matters that may be grieved are Grievances (**27.3.1**) and no other matters may be grieved.

- 27.1.2** All written communications pursuant to this Article shall be by registered mail or receipted hand delivery,

- 27.1.3** 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 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.

- 27.1.4** The contents of Article 1 (Preamble) shall not be made the subject of a grievance but may be referred to by either Party to this Agreement to demonstrate the declared intentions of the Parties at the time this Agreement was entered into. It is further provided that all recommendations and decisions made pursuant to the Research Grant Programs, Instructional Development Grant Programs and the Academic Development Program shall not be subject to grievance.

- 27.1.5** In order to provide for the orderly and timely settlement of grievances and to fulfil the provisions of 27.1.1 there shall be both an informal and a formal resolution procedure. The informal procedure is set out in **27.5**. The formal procedure is set out in **27.6** and shall, with the exception of those grievances initiated at Step II, be a sequential three step process as follows:

**STEP I:** is set out in **27.6.1**;

**STEP II:** is set out in **27.6.2**;

**STEP III: ARBITRATION** is set out in **27.6.3**;

with the possibility for final resolution at any step.

**27.2 Time Limits and Technical Irregularities:**

**27.2.1 Time Limits:**

- (a) Where no action is taken to submit the matter to the next step within the time limits set out in this Article, the grievance shall be deemed to have been withdrawn or settled, as the case may be.

- (b) In the event a party fails to reply in writing within the time limits prescribed in this Article, the other



party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

- (c) The parties may agree to extend any time limits specified in either the grievance or arbitration procedures. In addition, the arbitrator or the arbitration board may extend the time for the taking of any step in the grievance procedure under the Agreement, notwithstanding the expiration of such time, where the arbitrator or the arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

### **27.2.2 Technical Irregularities:**

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.

### **27.3 Definitions:**

#### **27.3.1 Grievance:**

A Grievance shall be any dispute or difference arising out of the application, interpretation, administration, or alleged Violation of the provisions of this Agreement.

#### **27.3.2 Types of Grievance:**

- (a) Individual Grievance is a grievance initiated by a single Member. Where two or more Members have a common grievance, each such Member is entitled to initiate a grievance with respect thereto.
- (b) Group Grievance is a grievance initiated by two or more Members involving the same dispute against the University. The grievance shall name the Members involved and shall only be initiated with the written consent of all such named Members.
- (c) Association Grievance is a grievance initiated by the Association which may but need not relate to an actual dispute involving an individual Member or group of Members.
- (d) University Grievance is a grievance initiated by the University against the Association.

**27.3.3** No Individual or Group Grievance shall proceed beyond Step II of the grievance procedure pursuant to 27.6.2 without the written consent of the Association.

**27.3.4** Nothing in this Article shall be deemed to preclude the Association from initiating a grievance which also is the subject of an Individual or Group Grievance, nor shall the initiation of an Association Grievance preclude an Individual or Group Grievance. Where grievances are similar the parties agree to make the necessary arrangements to hear the grievances jointly.

**27.3.5** In the event that a Member settles or withdraws a grievance with the University, such settlement or withdrawal shall be without prejudice to the Association and shall not constitute a precedent for the purpose of grievances involving similar circumstances. In the

event that the Association is not a signatory to the settlement, the Vice-President: Academic shall, within 2 working days of the date upon which the settlement is countersigned, forward a copy of the settlement to the Association,

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

### **27.4 Grievances to be filed at Step II:**

**27.4.1** The following grievances shall be filed at Step II of this procedure:

- (a) Association Grievances;
- (b) University Grievances;
- (c) Grievances filed under Article 13, 14, 15, or 16;
- (d) Individual Grievances that involve the suspension or termination of a Member under Article 26, or the termination of a Member under Article 24, or that involve allegations of infringement of academic freedom under Article 7, or allegations of discrimination under Article 8, or allegations of research misconduct under Article 36.

**27.4.2** The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

### **27.5 Informal Stage:**

**27.5.1** A Member may discuss informally a grievance with the appropriate Dean/University Librarian. If the grievance is resolved at this stage, the agreed resolution shall be put in writing and countersigned by the Member and the Dean/University Librarian.

### **27.6 Steps in the Formal Grievance and Arbitration Procedures:**

#### **27.6.1 step I:**

**27.6.1.1** If the Informal Stage is unsuccessful in resolving the dispute or difference or the grievor did not use the Informal Stage, the grievor may present a formal grievance to the Dean/University Librarian.

**27.6.1.2** The grievor shall within 20 working days of the date on which the events giving rise to the grievance occurred, or within 20 working days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later, present a formal grievance to either the grievor's Dean or the University Librarian. A formal grievance shall be in writing signed by the grievor(s), and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

**27.6.1.3** No later than 10 working days following the receipt of the grievance, the Dean/University Librarian or representative shall meet with the grievor, and shall make every reasonable attempt to resolve the grievance. At the meeting with the Dean/University Librarian or representative, the grievor shall have the right to be accompanied and officially represented by another Member.

**27.6.1.4** If the grievance is resolved at this step, such settle-

ment shall be reduced to writing and countersigned by the grievor and the Dean, or the University Librarian or representative within 7 working days after the date of the first meeting specified in 27.6.1.3. The Dean or University Librarian shall, within 3 working days after the date on which the settlement was countersigned, forward a copy of the settlement to the Association. Such settlement shall not constitute a precedent to be used against the University, the Association, or any other Member.

**27.6.1.5** In the event that the grievor and the Dean or University Librarian, as the case may be, cannot resolve the grievance within 10 working days after the date of the first meeting specified in 27.6.1.3, then the Dean or University Librarian, as the case may be, shall within 3 working days after the expiration of this period, forward in writing to the grievor reasons for denying the grievance with a copy to the Association.

**27.6.2 Step II:**

**27.6.2.1** Failing a resolution at Step I, or in the event the grievance is filed initially at Step II, pursuant to 27.4, the grievor shall, in consultation with the Association, reduce the grievance to writing and shall specify the article or articles alleged to have been violated and the remedy sought. The grievor shall forward the written report on the grievance to the Vice-president: Academic, with a copy to the Association:

- (a) for grievances initiated at Step II, within 20 working days of the date the events giving rise to the grievance occurred, or within 20 working days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later; or
- (b) for grievances not resolved at Step I, within 10 working days of receipt of the decision from the Dean or University Librarian.

**27.6.2.2** No later than 10 working days following receipt of the grievance, the Vice-President: Academic or representative shall meet with one or more Association representative(s), and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the Vice-President: Academic or representative and the grievor.

**27.6.2.3** In the event that an individual Member proceeds with a grievance independent of the Association, the provisions of 27.6.2.2. apply to the meeting between the grievor and the Vice-president: Academic. In the event that a settlement is reached, the Vice-President: Academic shall, within 3 working days of the date on which the settlement was countersigned, send a copy to the Association.

**27.6.2.4** In the event that no settlement is reached within 10 working days after the date of the first meeting under 27.6.2.2, the Vice-President: Academic shall within 3 working days after this 10 day period, forward in writing to the grievor and the Association reasons for denying the grievance.

**27.6.2.5 Step II: University Grievances:**

A University Grievance shall be in writing and shall specify the article or articles alleged to have been violated and the remedy sought. The grievance shall be forwarded to the President of the Association within 20 working days of the date the events giving rise to the grievance occurred, or within 20 working days of the date upon which the University knew of the events giving rise to the grievance, whichever is later. No later than 10 working days following receipt of the grievance, a representative of the Association shall meet with a representative of the University and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the representatives of the Association and the University. In the event that no settlement is reached within 20 working days of the date of the first meeting hereunder, the representative of the Association within 3 working days thereafter shall forward in writing to the University reasons for denying the grievance.

**27.6.3 Step III: Arbitration:**

**27.6.3.1 Notice to Arbitrate:**

Either party shall be entitled, within 40 working days of the date upon which denial of the grievance is received by the grievor under 27.6.2, to forward written notice to the opposite party that it intends to proceed to final and binding arbitration with the grievance.

**27.6.3.2 Appointment of Arbitrator:**

The notice referring the matter to arbitration under 27.6.3.1 shall specify whether the party referring the matter to arbitration desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration and shall be delivered to the other party in writing. The other party shall, within 15 days of the receipt of the notice, advise the party referring the matter to arbitration if the party does not wish a single arbitrator, and, if applicable, the name of its appointee to the board of arbitration. The party referring the matter to arbitration shall appoint its nominee within 10 working days of being advised of the appointee of the other party. It is the right of the University or the Association to have any grievance referred to arbitration heard by a board of arbitration rather than by a single arbitrator.

**27.6.3.3** Where either party chooses to have a three-person board of arbitration, it shall consist of an appointee of each of the parties and a chair to be chosen jointly by the appointees within 15 days after receipt of appointment of the second of them. If either party fails to name an appointee within the time specified above, or if the 2 appointees fail to agree upon a chair within the time specified above, the appointment may be made by the Minister of Labour of the Province of Ontario upon the request of either party. Unless exceptional circumstances dictate to the contrary, the arbitration hearing shall be held within 3 months of the date of the selection of the chair.

**27.6.3.4** Where a single arbitrator is selected to hear the grievance, the following shall apply:

- (a) the parties agree that the following persons will be asked to serve as a single arbitrator, on a rotating basis, so long as this Agreement continues to operate:

Kenneth Swan  
Martin Toplitsky  
Pamela Picher  
Michael Picher  
Gail Brent

- (b) the persons specified in (a) above shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available or agreeable to commence hearings within 45 days of being notified of the requested appointment, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in the sequence of selection. However, by mutual consent in writing, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list;
- (c) if none of the persons on the list specified in (a) above can or will act within the required time, and if the parties do not agree on another arbitrator in accordance with (b) above, the parties within 15 days shall ask the Ontario Minister of Labour to appoint a single Arbitrator.

**27.6.3.5** The Parties agree that no person who is an employee or student of the University, a member of the Board, the Senate or the Association, or was so at the time the grievance was initiated, or who has been involved with the negotiation of this Agreement shall be appointed an arbitrator, or be a member of the board of arbitration.

**27.6.3.6** In any arbitration involving a matter in dispute under Articles 7, 13, 14, 15, 16, 17, 18, or 19, the appointees shall select a chair who has held a faculty or librarian appointment in a Canadian university for at least 5 out of the last 10 years.

**27.6.3.7 Duties and Powers of the Arbitrator or the Arbitration Board**

- (a) An arbitrator or arbitration board shall have the duty and power to adjudicate all differences between the parties, and shall have all the powers of an arbitrator or arbitration board as stated in the Ontario Labour Relations Act, R.S.O. 1990, c.L.2, as amended from time to time.
- (b) An arbitrator or arbitration board shall not have jurisdiction to amend, modify, or act inconsistently with this Agreement.
- (c) A board of arbitration shall determine its own rules of procedure and evidence which shall be fair, just and equitable.
- (d) Where an arbitrator or arbitration board determines that a Member has been discharged or otherwise disciplined by the University for cause and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbi-

tration, the arbitrator or arbitration board may substitute such other penalty for the discharge or discipline as to the arbitrator or arbitration board seems just and reasonable in all the circumstances.

**27.6.3.8 Costs:**

Each Party shall bear the costs of its appointee to a board of arbitration and the costs of the chair shall be shared equally. The costs of a single arbitrator shall be shared equally by the Parties. If so requested by the arbitrator(s) and if such space is available, the University shall provide meeting space on the University campus.

**ARTICLE 28: BENEFITS**

**28.1 Definition:**

For the purpose of benefits described in this Article 28, "spouse" means either:

- (i) a man or a woman who is married to an employee; or
- (ii) a person who has been cohabiting with an employee continuously for a period of not less than three years and where the employee has publicly represented that person as his or her spouse.

The foregoing definition of "spouse" will not apply to government-sponsored benefit programs and the Wilfrid Laurier University Pension Plan.

**28.2 Free Tuition:**

**28.2.1** Members, and with the Member's written permission, a Member's Dependant Children and Spouse are eligible for free tuition for undergraduate and graduate courses offered at Wilfrid Laurier University and Waterloo Lutheran Seminary. For the purpose of this section, "Dependant Children" means sons or daughters who are under 26 years of age and either live at home or are financially supported by the Member.

**28.2.2** Members receiving benefits under the Long Term Disability Plan, their Spouses and Dependant Children, the Spouses and Dependant Children of Members who are in service, and Members who retire from Wilfrid Laurier University and their Spouses and Dependant Children shall also be entitled to free tuition under 28.2.1.

**28.3 Athletic Facility Use and Parking:**

**28.3.1** In each contract year, Members shall have the right to use the University's athletic facilities for the same fee as is charged to full-time students of the University for one academic term.

**28.3.2** The Parties agree to the establishment of a committee for the purpose of making recommendations to the President for a fair and equitable parking policy for University employees. The committee shall include representatives of the University and all employee groups and shall have the following mandate:

- (a) to make recommendations relevant to the long-range parking needs of University employees;

- (b) to review existing policies, procedures and facilities;
  - (c) to consider the advisability of creating one or more parking lots with controlled access;
  - (d) to make recommendations concerning any charges for the use of parking facilities;
  - (e) to submit its report and recommendations by June 30, 1994.
- 28.3.3** Until such time as a parking policy is implemented pursuant to 28.3.2, the University shall continue to make parking space available, and all Members shall continue to have free parking.
- 28.4** General Liability Insurance
- 28.4.1** The University shall maintain appropriate General Liability Insurance.
- 28.5** Benefits for Retirees:
- 28.5.1** Members who have retired according to the provisions of this Agreement or who are receiving benefits from the Long Term Disability Plan will continue to be members of the following plans on the same terms and conditions as Members:
- (a) the Extended Health Care Plan, and
  - (b) the Dental Care Plan.
- 28.5.2** Current retirees, retired Members, Members on the Special Voluntary Exit Plan, and those receiving benefits from the Long Term Disability Plan shall have access to research granting agencies through the Office of the Director of Research, and access to the University Library, University computing facilities, the athletic facilities, and to parking on the same basis as Members.
- 28.6** Member Benefit Plans:
- 28.6.1** The terms and levels of benefits in effect as of the ratification of this Agreement are defined by legislation and by the respective benefit plans. During the term of this Agreement, the University agrees to maintain the existing Benefit Plans listed in 28.6.2, except as they are modified by this Agreement, or except as, with the consent of the Association, improvements are made to the benefits provided to Members under these plans. All changes will be extended to Members as of the effective date of the change.
- 28.6.2** For the purposes of this Agreement the Benefit Plans, in addition to the Ontario Health Insurance Plan, are those in effect as of July 1, 1993 as follows:
- (a) Extended Health Care Plan;
  - (b) Dental Care Plan;
  - (c) Basic Group Life Insurance Plan;
  - (d) Long Term Disability Plan;
  - (e) Optional Life Insurance Plan;
  - (f) Optional Accidental Death, Dismemberment and Loss of Sight Plan.
- 28.6.3** The University shall pay 100% of the costs for the plans listed in 28.6.2, except for (d) Long Term Disability Plan, (e) Optional Life Insurance Plan, and (f) Optional Accidental Death, Dismemberment and Loss of Sight Plan.
- 28.6.4** Upon agreement of the Parties, the Long Term Disability Plan shall be made compulsory for all Members. The Parties agree that representatives of the Association shall participate in the selection and recommendation of the terms and conditions and the carrier of the Long Term Disability Plan.
- 28.7** Information and Reporting:
- 28.7.1** The university agrees to supply the Association with:
- (a) a copy of the master policy of each of the plans specified in clause 28.6.2;
  - (b) copies of all correspondence between the University and the carriers of the respective plans which pertains to dividends or other performance rebates.
- 28.7.2** The University agrees to report to the Association (in such a way as to not breach confidentiality of individuals) all problems arising with respect to the application of these plans to Members.
- 28.7.3** The University shall provide all Members with information with respect to the benefit plans in force. Such information shall be provided each year on July 1, and on the effective date of any changes in those plans.
- 28.8** Professional Development Allowance:
- 28.8.1** The University shall make available to each Member a Professional Development Allowance of \$525 annually for the period from May 1 to April 30. This Professional Development Allowance is to be used for the purchase of items related to the performance of the Member's University-related professional and/or teaching duties. Expenditures that can be classified as University career-related include, but are not limited to, the purchase of books, subscriptions, memberships in professional associations, equipment directly related to teaching or research activities, and travel-related expenses not covered by or in excess of other travel grants. Subject to documentation in accord with University requirements, the University shall reimburse Members up to the maximum sum (as stipulated in 28.8.1) available for eligible expenses.
- 28.8.2** Monies unspent in a Member's Professional Development Allowance for an academic year shall be added to the Member's allowance for the next academic year. The amount of such carry-over shall not exceed \$525.
- 28.8.3** Requests for reimbursement may be made at any time for amounts in excess of \$100.00. Otherwise, requests for reimbursement for expenses incurred during the fiscal period ending April 30 must be submitted no later than May 15, and cannot be carried forward for submission in the next fiscal year (May 1 - April 30). By March 1 of each year, the Dean or University Librarian shall notify each Member of the balance of the Member's Professional Development Allowance, and of the need to file for reimbursement by May 15.

**28.8.4** Monies unspent in Members' Professional Development Allowance at the end of the second year, pursuant to 28.8.2, shall be allocated to the travel funds of the unit or sub-unit, to be administered in addition to and in accordance with the provisions of 28.9.1.

#### **28.9 Travel Funds:**

**28.9.1** Effective May 1, 1993, an annual fund of not less than \$500 multiplied by the number of full-time Members, shall be made available to full-time Members in each Department, School, Faculty or Library, as appropriate, for payment of the costs of travel, accommodations and other related expenses incurred for attendance at learned or professional conferences, symposia or for other authorized travel.

**28.9.2** All requests for authorized travel advances must be submitted on a Request for Travel Advance form, attached as Appendix B, with the account number, at least 3 days before the cheque is required.

**28.9.3** After each trip is complete, expenses related to the trip shall be submitted with bills and receipts attached to the Statement of Travelling Expenses form, attached as Appendix B, and approved by the University Librarian, the Department Chair or the Dean if the applicant is a Department Chair.

**28.9.4** The following specific limits are set for all University travel expenses:

(a) the current car allowance for mileage is \$0.25/km; parking charges are also included for reimbursement. The use of personal vehicles beyond 500 kilometers is not encouraged and travel beyond this distance is reimbursed at the lesser of the mileage or air economy rate;

(b) airline, bus, taxi, and railway fares, and hotel accommodations shall be reimbursed upon submission of the appropriate documentation:

(c) for travel in Canada, the maximum allowed for meals is \$50 (Canadian) per diem; for travel outside Canada, the maximum per diem is \$50 (U.S.).

#### **28.10 Reimbursement for Moving and Storage Costs:**

**28.10.1** On the presentation of the appropriate vouchers, each new Member shall be reimbursed for 80% of relocation expenses, up to a maximum of \$3500 for moving to the Waterloo Region or another location approved by the Vice-President: Academic. Vouchers must be presented within six months of the commencement of the new Member's initial appointment.

#### **28.11 University Loans:**

**28.11.1** On application to the Vice-president: Academic, University loans of up to \$5,000 shall be available at a rate of interest equivalent to the prime rate, plus one (1) percent, established by Canadian chartered banks. Such loans shall be secured and repayable on terms satisfactory to the University but not to exceed the length of the appointment of the Member or two years, whichever is shorter. Such loans are for Members in need of funds for the publication of dissertations, trav-

el costs in connection with the academic betterment of the individual Member (e.g., presentation of dissertations for degrees), purchase of microcomputers or related equipment, or for any other endeavour that would be beneficial to the Member and the University.

**28.11.2** Any software acquired with or used on a microcomputer purchased under the provisions of 28.11.1, and any files on the hard disk of a microcomputer purchased under the provisions of 28.11.1 belong to the Member.

#### **28.12 Guaranteed Housing Loans:**

**28.12.1** The University shall continue the University Guaranteed Housing Loan Plan which is currently in effect, which includes the following provisions:

(a) the maximum loan available to participants in the plan is \$50,000;

(b) the location of the residence shall be within a 100 kilometre radius of the University campus:

(c) there is no limit on the total amount of approved housing loans.

## **ARTICLE 29: PENSIONS**

### **29.1 The Pension Plan:**

**29.1.1** The Parties agree to continue the Wilfrid Laurier University Pension Plan, in effect and as revised and restated on January 1, 1992, or as the same may be amended by the Board from time to time during the term of this Agreement. Any amendment to the Plan during the term of this Agreement shall be subject to the agreement of the Association. For the purposes of any dispute arising under Article 27, the terms and conditions of the Pension Plan shall be those described in the copy of the Plan filed with the Pension Commission.

**29.1.2** All full-time employees of the University are eligible to become enrolled in the WLU Pension Plan on the first day of the month coinciding with or following their first day of employment with the University. Full-time employees who are 30 years of age or more are automatically enrolled. Full-time employees under 30 years of age may postpone enrolment until age 30, at which time enrolment becomes automatic.

### **29.2 Retirement Date:**

#### **29.2.1 Normal Retirement Date:**

**29.2.1.1** The Normal Retirement Date for a member of the WLU Pension Plan shall be the first day of the month coincident with or next following the Member's 65th birthday. A Member may opt to defer retirement up to the first day of July next following the Member's 65th birthday. During the period of deferment, the Member will continue to make contributions to the WLU Pension Plan and, by so doing, will receive matching University contributions and additional pensionable service for the period worked.

**29.2.1.2** Pension benefits are paid monthly commencing on the first of the month following retirement.

**29.2.2 Postponed Retirement Date:**

**29.2.2.1** With the consent of the University, a Member may postpone retirement on a year-to-year basis after attaining the Normal Retirement Date (“Postponed Retirement Date”).

**29.2.2.2** Retirement may not be postponed beyond 5 years following the Normal Retirement Date.

**29.2.2.3** Should retirement be postponed by mutual consent beyond the Normal Retirement Date, the Member will be required to either:

(a) commence receiving pension payments at the Normal Retirement Date, in which event both the Member and the University will cease contributions to the WLU Pension Plan and the period of service will not be counted as pensionable service for the calculation of pension benefits; or

(b) continue to make contributions to the WLU Pension Plan and, by so doing, for the purposes of pension benefit calculations at the Postponed Retirement Date, receive matching University contributions and additional pensionable service for the period worked.

A Member who has postponed retirement, in accordance with 29.2.2.1, and who has elected to continue to make contributions during the postponed period, will have pension benefits calculated in the same manner as at normal retirement.

**29.2.3 Early Retirement:**

**29.2.3.1** A Member may retire on the first day of any month following the attainment of age 55. A retirement after age 55 and before 65 is considered an early retirement (“Early Retirement”), for reasons of orderly planning, it is expected that Faculty Members will normally retire on July 1 or at the end of an academic term rather than in the middle of an academic term in which the Member has teaching duties.

**29.2.4 Special Voluntary Exit Plan:**

**29.2.4.1** In addition to the other early retirement privileges available, as listed above, there is a Special Voluntary Exit Plan available as set out in a letter of understanding between the parties attached as Appendix C to this Agreement.

**29.2.5 Benefits for Early Retirees:**

**29.2.5.1** Members electing Early Retirement as set forth in 29.2.3.1 shall be entitled to the benefits set forth in 28.5.

**29.3 Information:**

**29.3.1** The University shall distribute to all Members a summary of the WLU Pension Plan, and to the Association three (3) copies of the WLU Pension Plan as filed with the Pension Commission,

**29.3.2** The University shall provide to the Association actuarial reports and other information concerning the funding, liabilities, terms and conditions of operations of the WLU Pension Plan as soon as reasonably possible after such information is available.

**ARTICLE 30: COMPENSATION**

**30.1 Reference Salary:**

**30.1.1** Reference Salary is the salary rate of a Member excluding any stipends and/or payments for overload teaching. The salary of a Member employed for less than an academic year shall be pro-rated on the basis of his/her Reference Salary. The salary of a Member who is on leave pursuant to Article 17 shall be pro-rated on the basis of his/her Reference Salary. When a Member on a Limited Term Appointment receives a new Limited Term Appointment for all or part of the next academic year, the Member shall receive adjustments in compensation in accord with this Article 30.

**30.1.2** Reference Salaries shall be adjusted annually, and the adjusted salaries shall take effect as of July 1. Salary adjustments for individual Members shall include one or more of the following components:

- (a) a Scale Adjustment;
- (b) a Career Development Increment;
- (c) a Merit Increment;
- (d) a Promotion Increment.

**30.2 Scale Adjustment:**

**30.2.1** The Scale Adjustment shall be a percentage increase applied on July 1 each year to the salary floor of each rank and to the Reference Salaries of all Members within the rank.

**30.2.2** The Scale Adjustment effective July 1, 1993 for the 1993-94 Contract Year shall be an increase of 1.2%. Effective with the Contract Year commencing July 1, 1994, the annual Scale Adjustment shall be 0.0%.

**30.3 Career Development Increment:**

**30.3.1** The purpose of the Career Development plan is to provide orderly progression within rank in the career of a Member through a series of annual financial increments. This program of Career Development Increments, like others at other Universities, is intended to provide more rapid career progress for Members in the early stages of their careers, and significantly less career progress, once their salaries reach higher levels.

**30.3.2** A Career Development Increment (CDI) shall be awarded annually for satisfactory performance of a Member’s responsibilities.

**30.3.3** For Faculty Members, the floor for the schedule by which such an Increment will be calculated is the floor of the salary for the rank of Assistant Professor. For Librarian Members, the floor for the schedule by which such an increment will be calculated is the floor of the salary for the rank of Librarian II. The CDI for any one year will be equal to 4.75% of the floor of the Assistant Professor rank (for Faculty Members) and 4.75% of the floor of the Librarian II rank (for Librarian Members), respectively for that academic year.

- 30.3.4** The application of the CDI system will be as follows:
- (a) for a salary level below **2.5** times the Assistant Professorial floor or Librarian II floor, respectively, the full value of the CDI will be applied,
  - (b) for a salary between **2.5** and **2.7** times the Assistant Professorial floor or Librarian II floor, respectively, one-half the value of the CDI will be applied;
  - (c) for a salary above **2.7** times the Assistant Professorial salary floor level, or **2.7** times the Librarian II salary floor level, respectively, no CDI will be applied.

**30.4 Merit Increment:**

**30.4.1** A Merit Increment may be awarded for exceptional performance of a Member's responsibilities including: **teaching, research** or other scholarly activities or outstanding involvement in academic or University community service. Consideration for a Merit Increment may be initiated by the Member, his/her Chair or Dean/University Librarian, as appropriate.

**30.4.2** A Merit Increment shall be equivalent to one CDI. Merit Increments shall be included in the Member's **Reference Salary**.

**30.4.3** No less than **10%** and no more than **12%** of the Members shall be awarded Merit Increments in each year.

**30.4.4** Merit Increment decisions will be made by the Vice-President: Academic, in consultation with the Dean(s) or the University Librarian.

**30.4.5** The Vice-President: Academic will, within 10 days of awarding the Merit Increments, publish (a) the number of candidates for merit, and (b) the names of the recipients of Merit Increments. The Vice-President: Academic will also circulate the list of names to all Members, and send a copy to the Association.

**30.5 Promotion Increment:**

**30.5.1** When a Member is promoted to a higher rank, his/her Promotion Increment shall be the greater of:

- (a) the increment required to raise the Member's Reference Salary to the floor of the new rank; or,
- (b) an increment equal to one additional Career Development Increment based on the floor in place on the effective date of the promotion,

**30.5.2** The Promotion Increment shall become effective on July 1 following the awarding of the promotion.

**30.6 salary Floors:**

**30.6.1** The Reference Salary of each Member shall be at least the floor of his/her rank.

**30.6.2** The Salary Floors for Faculty Members effective July 1, 1993 shall be as follows:

<b>Ranks</b>	<b>Floors</b>
<b>Professor</b>	<b>\$59,745</b>
Associate	<b>\$48,621</b>
Assistant	<b>\$37,810</b>
Lecturer	<b>\$29,956</b>

**30.6.3** The Salary Floors for Librarian Members effective July 1, 1993 shall be as follows:

<b>Ranks</b>	<b>Floors</b>
<b>Librarian IV</b>	<b>\$47,382</b>
Librarian III	<b>\$40,981</b>
Librarian II	<b>\$35,074</b>
Librarian I	<b>\$31,998</b>

**30.6.4** Salary floors shall be adjusted annually by the Scale Adjustment, as defined in **30.2**.

**30.7** Overload Stipends:

**30.7.1** Effective May 1, 1993, the Overload Stipend for regular undergraduate or graduate credit courses shall be **\$4,019** and **\$4,465**, respectively, per one-term course or equivalent.

**30.7.2** Overload Stipends shall be adjusted annually on May 1 by the Scale Adjustment, as defined in **30.2**.

**30.8 Stipends for Academic Department Chairs and Area Heads in the Department of Business:**

**30.8.1** Effective July 1, 1993, the minimum stipend for a Chair shall be as follows:

If the number of full-time faculty in the Department is:

- (a) greater than or equal to **15**: **\$3,350**;
- (b) greater than **5** and less than **15**: **\$2,790**;
- (c) less than or equal to **5**: **\$2,233**.

**30.8.2** The minimum stipend for an Area Head shall be **\$2,223**.

**30.8.3** Effective July 1, 1993, stipends for Chairs/Area Heads shall be adjusted annually by the Scale Adjustment, as defined in **30.2**.

**ARTICLE 31: TEACHING EVALUATIONS**

**31.1 Course Evaluations:**

**31.1.1** In order to improve course design or teaching effectiveness, a Faculty Member may conduct a written evaluation of his/her teaching performance in his/her classes provided that the students consent to participate in the survey, and provided that the procedures of the survey protect student confidentiality.

**31.2 University Teaching Evaluations:**

**31.2.1** Evaluations administered by the University in order to assess a Faculty Member's teaching performance shall be in accordance with the regulations below and with other provisions of this Agreement.

**31.2.2** Teaching evaluations intended for the University's assessment of Faculty Members shall be supervised by individual departments or equivalent academic sub-units. All original evaluations shall be retained by the Dean and shall be available to the Faculty Member.

**31.2.3** There shall be a uniform University questionnaire. For the term of this Agreement, the questionnaire shall be that used in the 1992-93 academic year.

**31.2.4** Student evaluations shall be obtained through the questionnaire administered by the University in such a way as to afford all the students in a given course or class a reasonable chance to respond. Such questionnaires shall be constructed so as to obtain a fair and reasonable assessment of teaching effectiveness, within the limitations of current knowledge, and shall seek an assessment of all and only:

- (a) clarity of course objectives and extent to which they are met;
- (b) understanding of and competence in imparting course material;
- (c) course organization;
- (d) use and value of written or other out-of-class material;
- (e) objectivity and promptness in grading, commenting on and returning course assignments;
- (f) availability and co-operativeness of the Faculty Member;
- (g) whether the Faculty Member gives classes as scheduled;
- (h) the audibility and clarity of the Faculty Member in oral communications,

All questionnaires shall be constructed so as to give roughly equal weight to each of those topics, and all questions shall conform to the requirements of Article 7: Academic Freedom and Article 8: Non-Discrimination.

**31.2.5** All questions shall be constructed so that the answers may be aggregated by simple statistical procedures.

**31.2.6** Up to 20 minutes of scheduled class time, in the last 2 weeks of a course, or of a Member's involvement in a course where such involvement is less than a full term or academic year, may be used for filling out questionnaires. The scheduling of the evaluation shall be by the mutual agreement of the Faculty Member and the Dean. Questionnaires shall be administered by the Dean or his/her designate(s) in cooperation with departments, or areas. The Faculty Member shall not be present while questionnaires are being filled out in his/her classes. No questionnaire shall contain any indication of the identity of the student filling it out. After questionnaires have been completed, they shall be placed in a sealed envelope, which shall not be opened until final grades for the course have been submitted to the Registrar.

**31.2.7** Student responses to the University's questionnaire shall be aggregated by the Dean or his/her designate in such a way as to present a fair and accurate picture of the opinions of the respondents. All responses to each question shall be aggregated, and the mean, standard deviation, frequency distribution and number of eligible respondents shall be calculated. A copy of this aggregated data shall be sent to the Faculty Member.

**31.2.8** Only data derived from teaching evaluations which conform to the provisions of this Article, and which have been placed in the Member's Official File can be used in the University's assessment of a Faculty Member's teaching performance.

### **31.3 Teaching Dossier**

**31.3.1** Within 60 days of ratification of this Agreement, the Parties agree to establish a joint committee to explore and report on the development of a Teaching Dossier. The Committee shall consider the contents of the Teaching Dossier which may include such items as the following:

- (a) a statement of the Member's philosophy, objectives and methods of teaching, if deemed appropriate by the Member;
- (b) a list of undergraduate and graduate courses, including Directed Studies courses and thesis supervisions, taught by the Member identifying course number, course title, term and year;
- (c) examples of course revision, curriculum development, and teaching methods such as evidenced by course outlines, assignments, final examinations and other materials the Member deems appropriate;
- (d) a record of the Member's role in curriculum and instructional development such as administrative and committee service for the department, Faculty and Senate, and including directing and coordinating programs, and guest lectures and other presentations;
- (e) a record of the Member's special contributions to teaching including teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars, student testimonials, and other such evidence the Member deems appropriate.

**31.3.2** The joint committee shall submit the report and recommendations to the Joint Liaison Committee, and the contents of the Teaching Dossier shall be subject to the approval of the Association.

**31.3.3** The Member shall provide a copy of the Teaching Dossier to the Appointment and Promotion Committee with any application for tenure, promotion, or subsequent appointment.

**31.3.4** The Teaching Dossier may be used, where appropriate, in an evaluation of a Member for merit under Article 30, or as part of an evaluation and review under Article 10. The Dean's request for a copy of the Teaching Dossier shall include a written statement of reasons, and the Member shall forward the Teaching Dossier within 20 days of the receipt of such a request.



## ARTICLE 32: PREGNANCY AND PARENTAL LEAVE

### 32.1 Pregnancy Leave:

**32.1.1** The University shall, upon the request of a pregnant Member and upon receipt of a medical certificate indicating the expected birth date, grant the Member 17 weeks unpaid Pregnancy Leave, provided that the Member has been employed by the University for at least 13 weeks before the expected birth date. The Member shall give written notice of the commencement of the Pregnancy Leave to her Chair and Dean/University Librarian at least 2 weeks prior to the commencement of the leave. Provisions of the Pregnancy Leave and of conditions for seniority, continuation of benefits, and the reinstatement of the Member shall be in accordance with the Employment Standards Act R.S.O. 1990 c. E-14, and as further amended.

### 32.2 Supplementary Benefits

**32.2.1** During the period of Pregnancy Leave, the Member who has been employed by the University for 14 months immediately preceding the expected birth date, is entitled to supplementary benefits as follows:

- (a) for the first 2 weeks the Member shall receive 100% of her Reference Salary;
- (b) for up to a maximum of 15 additional weeks, the Member shall receive an amount equal to the difference between the Unemployment Insurance benefits received and 95% of the Member's Reference Salary.

**32.2.2** To receive the supplementary unemployment benefit defined in 32.2.1(b), the Member shall supply the University with proof of application to the Unemployment Insurance Commission. The payment of the supplementary unemployment benefit shall be as follows:

- (a) the University shall estimate the amount of the UIC payment and provide a supplementary payment to the Member on the usual salary payment schedule and this Supplementary payment will be regarded as an advance;
- (b) upon receipt of that information, the Member shall provide evidence of the actual payments received from the Unemployment Insurance Commission;
- (c) the subsequent payments to the Member shall be adjusted, up or down, to reflect the actual Unemployment Insurance payment.

**32.2.3** If a Member on Pregnancy Leave wishes to take less than 17 weeks Pregnancy Leave the Member shall give written notice to her Chair and Dean/University Librarian of her intention to return to work at least 4 weeks prior to her expected date of return.

### 32.2.4 Post-Natal Leave

- (a) On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave shall be entitled to a leave with full salary and benefits

of up to 5 days, to be taken at the discretion of the Member within 4 weeks of the birth. A Member taking such leave shall give the Chair and Dean/University Librarian as much advance written notice as possible.

- (b) In the event of the death, serious illness, or incapacity of the child's mother, the provisions of Post-Natal Leave shall be those specified for the primary caregiver in 32.3.4.

### 32.3 Parental Leave

**32.3.1** A Member who is a parent and who has been employed by the University for at least 13 weeks before the birth of a child or 13 weeks before a child comes into the parent's custody, care and control for the first time is entitled to an unpaid Parental Leave of up to 18 weeks. The Parental Leave of a mother who has taken Pregnancy Leave shall begin when the Pregnancy Leave ends or when the baby first comes into custody, care and control of the parent. For other parents, including adoptive parents, Parental Leave shall commence within 35 weeks of the birth or after the child first comes into the custody, care and control of a parent. The provisions of the Parental Leave shall be in accordance with the Employment Standards Act R.S.O. 1990, and as further amended.

**32.3.2** A Member shall give written notice to his/her Chair and Dean/University Librarian of his/her intention to take a Parental Leave at least 2 weeks prior to the commencement of such leave. Where a Member qualifies for such leave as a result of adoption and where the child comes into the Member's custody, care, and control earlier than expected the Member shall give reasonable written notice.

**32.3.3** If a Member on Parental Leave wishes to take less than 18 weeks Parental Leave, the Member shall give written notice to his/her Chair and Dean/University Librarian of her/his intention to return to work at least 4 weeks prior to the expected date of return.

**32.3.4** Subject to the provisions of 32.2.1, 32.2.2, 32.5.5 and 32.5.6, a Member on Parental Leave, who is the primary caregiver for a newly adopted child, shall be entitled to supplementary benefits as follows:

- (a) for the first 2 weeks the Member shall receive 100% of his/her Reference Salary; and
- (b) for the next 10 weeks of the Parental Leave, the Member shall receive an amount equal to the difference between the Unemployment Insurance benefits received and 95% of the Member's Reference Salary.

### 32.4 Extended Parental Leave

**32.4.1** An Extended Parental Leave Without pay, up to a maximum of 34 weeks, shall be given to any Member who has been employed by the University for at least 14 months immediately preceding the commencement of a Parental Leave. An Extended Parental Leave shall commence within 19 weeks of the commencement of a Parental Leave. The Member shall give written notice of the Extended Parental Leave to the Chair and

Dean/University Librarian normally at least 3 months prior to the commencement of the Extended Parental Leave. When an Extended Parental Leave is taken, the Member may return to full-time employment only on September 1, January 1, May 1, or at another date with the prior approval of the Vice-president: Academic. At least 3 months prior to the intended date of return, the Member shall notify the Chair and Dean/University Librarian of the date of his/her intended return.

- 32.4.2** During an Extended Parental Leave the University will permit and facilitate continuance of any coverage under the pension and benefit plans if desired by the Member and if the Member pays the full applicable contributions and/or premiums.
- 32.4.3** A Member on a Limited Term, Provisional or Candidacy Appointment who has not been granted a further appointment shall be entitled to a leave under 32.4 that may extend up to but not beyond the expiry of the Member's specified term of employment with the University as a Member of the Bargaining Unit.
- 32.4.4** Upon return to work from an Extended Parental Leave, the Member shall resume her/his former position, with full Reference Salary and benefits and, subject to the approval of the Vice-President Academic, service accrued during the Extended Parental Leave.
- 32.5** Other
- 32.5.1** The provisions of this Article 32 shall not preclude the making of alternative arrangements acceptable to the Member and the Vice-President: Academic. The Vice-President: Academic shall give particulars of such arrangements to the Association.
- 32.5.2** While on leave or within six months of completing a leave under the provisions of 32.1, 32.3, or 32.4, a Member who is the primary caregiver may elect to have his/her appointment extended by one year. Notice of such extension shall be given one month prior to the application date for Candidacy, tenure or Continuing Appointment, as appropriate. This clause does not apply to Members on Limited Term Appointment.
- 32.5.3** During a Pregnancy Leave or a Parental Leave the University shall continue to make employer contributions to pension and benefit plans unless the Member has advised the University, in writing, that the Member does not wish to continue to make the employee contributions to such plans,
- 32.5.4** Upon return to work from a Pregnancy Leave or a Parental Leave a Member shall resume the Member's former position, with full Reference Salary and benefits, and service accrued during the leave(s).
- 32.5.5** Subject to 32.5.6, supplementary benefits under 32.2 are granted on the understanding that the Member shall return to employment at the University upon the expiry of any leaves taken under this Article. A Member who chooses not to return to employment at the University following these leaves or who does not make application to the Unemployment Insurance

Commission under 32.2.2 shall not be eligible for supplementary benefits. Should such Member not comply with the foregoing provisions, the Member must repay, to the University, the full amount of supplementary benefits he/she has received, except when the Member provides satisfactory evidence of the illness of the Member or the child.

- 32.5.6** A Member on a Limited Term, Provisional or Candidacy Appointment who has not been granted a further appointment is entitled to receive supplementary benefits under 32.2 up to but not beyond the expiry of the Member's specified term of employment with the University as a Member of the Bargaining Unit.
- 32.5.7** During a Pregnancy Leave, Parental Leave, and/or Extended Parental Leave, provisions for alternative arrangements for teaching and/or other duties shall be the responsibility of the University and shall not be the responsibility of the Member concerned.
- 32.5.8** Service accrued under leaves in this Article 32 shall not count in total for more than one credited academic year of service toward eligibility for a sabbatical leave.

## ARTICLE 33: PUBLIC SERVICE LEAVES

- 33.1** The University recognizes and supports the right of Members to participate in public affairs through acceptance of candidacy for and service in political office.
- 33.2** Public Office at Federal and Provincial Levels:
- 33.2.1** In connection with the exercise of a Member's right to participate in public affairs through acceptance of candidacy for and service in political office at these levels, the University shall provide the following arrangements:
- (a) Where a Member has been nominated:
- the individual shall be entitled, upon request to the University, to a leave of absence with full pay for the period from the issuance of the election writ to the day following the election. The Member shall be expected to make all reasonable efforts to ensure that during the period of the active campaign, the effects of his/her absence upon teaching and/or other duties may be minimized, or be compensated for by alternative provisions or arrangements.
- (b) Where a Member has been elected to a seat in the Federal parliament or Provincial legislature:
- the individual shall be entitled to leave of absence without pay for the duration of the electoral mandate or mandatee, except that any extension of leave beyond five full years, whether continuous or discontinuous, shall be subject to consent by the University.
- 33.2.2** While a Member is on leave without pay under the provisions of 33.2.1 (b), the University will not con-

tribute towards fringe benefits, but will ~~permit~~ and ~~facilitate~~ continuance of any coverage if desired by the Member and with the ~~Member~~ paying the applicable premiums.

**33.2.3** Upon ~~return from such~~ leave, the Member will be ~~reinstated~~ at his/her previous rank and at his/her former ~~salary plus across-the-board increases, as specified in Article 30, which have accrued during the period of the leave of absence.~~

**33.3 Public Office at Local or Regional Levels:**

Where a Member has been nominated for and/or elected to a position in a local or regional government, or board of education, the Member shall ~~negotiate~~ with the University ~~terms~~ of leave and remuneration consistent with the nature and scope of his/her public duties.

## ARTICLE 34: EMPLOYMENT OF NON-MEMBERS

**34.1** The University agrees not to employ ~~persona~~ who are not members of the Bargaining Unit to perform any of the duties normally performed by Members with the exception of part-time librarians, as provided in 34.3, and part-time faculty as provided in 34.4, administrators as provided in 3.1.2 (a), and persons holding visiting or In-Residence appointments for one year or less as provided in 3.1.2 (b).

**34.2** A part-time faculty member means a person who is not a full-time Faculty Member and who teaches, for the period of his/her employment, not more than two (2) one-term intramural courses or equivalent per term. A part-time librarian is a professional librarian who performs the duties of a professional librarian on average for less than 24 hours per week during the period of his/her employment.

**34.3** With respect to work by part-time professional librarians, the Parties agree that:

(a) in each year the number of hours worked in the library by professional librarians who are non-members of the Bargaining Unit shall not constitute more than 25% of the total number of hours worked by librarians;

(b) within 30 days of the end of the contract year, the University agrees to provide the Association with the names and the number of hours worked by non-member professional librarians in the library.

**34.4** With respect to the number of intramural courses taught by part-time faculty, the Parties agree that:

(a) in each academic year the number of intramural courses taught by part-time faculty shall not constitute more than 25% of the total number of intramural courses offered;

(b) within 30 days of the end of the contract year, the University agrees to provide the Association with the names, by department, of non-members

appointed and the number of intramural courses taught by each non-member.

## ARTICLE 35: TERMINATION AND ALTERATION OF EMPLOYMENT

### 35.1 Resignation:

**35.1.1** Members shall give notice of intention to resign as early as possible, and usually at least one academic term in advance of the planned date of resignation.

**35.1.2** Letters of resignation, stating the intended date of resignation, shall be addressed to the Vice-president: Academic, with copies sent to the Chair or equivalent, and the Dean or equivalent administrative officer.

**35.1.3** Resignations shall take effect and employment with the University shall terminate on June 30 of the contract year in question, unless otherwise agreed in writing by the Member and the University.

### 35.2 Retirement:

**35.2.1** Members shall retire at the normal retirement age (age 65) with pension and other benefits as provided in Article 29. Subject to agreement between the Member and the University, a Member may postpone retirement after reaching the normal retirement age.

**35.2.2** When a Member continues to be employed by the University after normal retirement age, both the Member and the University shall contribute to the pension plan according to the provisions of the WLU Pension Plan. The Member shall continue to participate in University benefit plans.

**35.2.3** Retired Members, including those who retired before October 3, 1988, and those receiving benefits from the Long Term Disability Plan shall be entitled to the benefits set out in 28.5.

**35.2.4** Retired faculty members shall be considered for available part-time teaching as follows:

(a) when a retiree applies for part-time teaching, he/she will be given first consideration, if in the opinion of the department, his/her qualifications are at least relatively equal to the qualifications of the best other candidate; and

(b) remuneration for teaching above shall be determined by negotiation between the retiree and the University, but in any case shall not be less than the stipend paid for overload teaching.

### 35.3 Early Retirement:

**35.3.1** During the contract year in which a Member reaches the age of 55 years, or any subsequent academic year prior to the year in which normal retirement age is reached, he or she may apply in writing to the Vice-President: Academic for Early Retirement under the terms and conditions specified in Article 29.2.3. Such a request shall not be denied.

**35.3.2** A Member opting for Early Retirement shall qualify for the benefits provided in clause 28.5. A Member opting for Early Retirement shall not be eligible to apply for full-time Limited Term appointments.

**35.4 Transfers:**

**35.4.1** Members may be transferred to units or sub-units of the University other than those to which they were originally appointed, subject to the mutual consent of the Member and the Members in the unit or sub-unit, whichever is smaller, to which the Member is being transferred.

**35.4.2** Members who are transferred shall suffer no loss in rank, Reference Salary, benefits or seniority.

**35.5 Security of Employment:**

**35.5.1** No Member shall be terminated, dismissed, laid off, or suspended except in accordance with one of the following:

- (a) voluntary resignation or retirement;
- (b) expiration of a Limited Term appointment, in accordance with the provisions of Article 13 or Article 14, as appropriate;
- (c) expiration of a Provisional or Candidacy appointment following denial of Candidacy, Tenure or Continuing appointment according to the provisions of Article 13, 14, 15, or 16, as appropriate;
- (d) upon lay off in accordance with the provisions of Article 24;
- (e) dismissal for cause, in accordance with the provisions of Article 26;
- (f) upon suspension, in accordance with the provisions of Article 25.

## ARTICLE 36: RESEARCH MISCONDUCT

**36.1 Definition:**

**36.1.1** Research misconduct does not include those factors intrinsic to the process of academic research, such as honest error, conflicting data, or differences in interpretation or judgment of data or of experimental design.

**36.1.2** Subject to 36.1.1, research misconduct is defined as:

- (a) fabrication, falsification, or plagiarism;
- (b) failure to recognize by due acknowledgement the substantive contribution of others, including students, or the use of unpublished work of other researchers without permission, or the use of archival material in violation of the rules of the archival source;
- (c) the intentional misuse of funds designated for research purposes;
- (d) in the conduct of a Member's research, the wilful violation of Senate Policies on the use of Computers, approved by Senate on December 6, 1990, or material failure to comply with Senate Policies on Research Ethics, as approved by Senate on May 20, 1976;

(e) material failure to comply with relevant federal or provincial statutes or regulations for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;

(f) material failure to meet other relevant legal requirements that relate to the conduct or reporting of research;

(g) failure to reveal any material conflict of interest to the sponsors or to those who commission work or when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public;

(h) failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products. Material financial interest includes ownership, substantial stock holding, a directorship, significant honoraria or consulting fees but does not include minor stock holding in a large publicly traded company; or

(i) other conduct defined as a form of research misconduct by the Joint Liaison Committee.

**36.2 Report of Allegations:**

**36.2.1** All allegations of misconduct in research shall be in writing, with documented evidence, signed, dated, and directed to the Director of Research.

**36.2.2** In order to determine if a formal investigation is warranted, the Director of Research or designate shall request in writing a meeting with the respondent (the person against whom the allegation is made). The notice of this meeting shall inform the respondent of the purpose of the meeting, and shall inform the respondent of his/her right to be accompanied by a representative of the Association. Any statements made during these discussions shall be strictly without prejudice, and as such in any subsequent proceedings related to the allegation shall be presented de novo.

**36.2.3** Within 15 working days of the receipt of the allegation, the Director of Research shall advise the respondent in writing whether or not a formal investigation is warranted.

**36.2.4** If the Director of Research finds that a formal investigation is not warranted, the allegation shall be dismissed and no action taken. The Director of Research shall inform the respondent and the complainant (the person who made the allegation) of this decision in writing. In this event, no reference to the complaint shall be placed or retained in the Official File of the respondent.

**36.2.5** If the Director of Research finds that a formal investigation is warranted, he/she shall give written notice to the respondent, the Association, and complainant that a Formal Investigation is to be initiated. The written notice shall include a copy of the signed allegations to allow the respondent an opportunity to respond, and shall inform the respondent in writing of his/her right to be represented by the Association.

### **36.3. The Formal Investigation:**

**36.3.1** The Formal Investigation process commences when the respondent has received the written notice specified in 36.2.5. A Member, who is an authorized representative of the Association, shall be present at any meeting involving the respondent during the course of the Formal Investigation. Any statements made during these discussions or meetings shall be strictly without prejudice, and as such in any subsequent proceedings related to the allegation shall be presented de novo.

**36.3.2** The Director of Research or designate shall investigate the allegations promptly, fairly, judiciously, and in a confidential manner, ensuring that the respondent has adequate opportunity to know any evidence presented and to respond to that evidence if he/she chooses to do so.

**36.3.3** No person consulted by the University administration concerning the case shall be appointed an arbitrator in any subsequent arbitration proceedings dealing with the allegations against the respondent.

### **36.4. Outcome of the Investigation:**

**36.4.1** Within 15 working days following the commencement of the Formal Investigation, the Director of Research or designate shall make a written report to the President. The report shall include a copy of the signed allegation, the written response, if any, of the respondent, and the finding as to whether the allegation has been upheld or not with a statement of reasons for that finding. Copies of this report shall be sent to the respondent and to the Association.

**36.4.2** Within 10 working days following the receipt of this report, the President shall notify the respondent in writing, with a copy to the Association, of the outcome of the inquiry, including any actions or sanctions he/she proposes to impose on the respondent. The President shall also inform the complainant in writing of the outcome of the inquiry.

**36.4.3** A statement from the President that a Member was guilty of misconduct in research with or without any formal sanctions constitutes discipline under Article 26, and may be arbitrated. Any disciplinary action imposed on a Member for research misconduct shall be subject to the grievance and arbitration procedures of Article 27 except that the Parties agree that cases involving accusations of research misconduct will proceed directly to Stage II of the grievance procedure (Article 27.6.2).

**36.4.4** If the University decides after Formal Investigation not to take disciplinary action against the respondent or if an arbitration decides in favour of the respondent, the University shall remove all documentation concerning the allegation from the respondent's Official File, except that it shall retain any arbitration report which shall be a public document. The University agrees to take such step as may be necessary and reasonable to protect the reputation and credibility of Members wrongfully accused of misconduct in research.

**36.4.5** The University agrees to take such steps as may be necessary and reasonable to protect the rights, positions and reputations of Members who in good faith make allegations of research misconduct, or whom it calls as witnesses in the formal investigation undertaken by the Director of Research or designate.

**36.4.6** The University agrees that it will take disciplinary action against those who make allegations of misconduct in research which are reckless, malicious and not in good faith.

**36.4.7** The Parties agree that if an accusation of misconduct in research is sustained in relation to research that is funded by an outside agency, the President shall inform the agency concerned of the decision. If the outside agency has been informed of the proceedings before a judgement has been rendered, the President shall send a copy of the decision of the University or the arbitration board to the agency concerned.

### **36.5 Conflict of Interest:**

**36.5.1** In the event that the Director of Research, Associate Director of Research, or a staff member of the Office of Graduate Studies and Research is the complainant, the President shall appoint a designate other than the Vice-President: Academic to serve in the place of the Director of Research for the purposes of this Article on Research Misconduct.

## **ARTICLE 37: NO STRIKES OR LOCK-OUTS**

**37.1** There shall be no strikes and no lock-outs, as defined by the Ontario Labour Relations Act, so long as this Agreement continues to operate.

## **ARTICLE 38: AMALGAMATION, CONSOLIDATION, OR MERGER OF THE UNIVERSITY**

**38.1** In the event of an amalgamation, consolidation, or merger of the University with any other institution(s), the provisions of Section 64 of the Ontario Labour Relations Act, as amended from time to time, shall apply.

## **ARTICLE 39: TRANSITION TO THE AGREEMENT**

**39.1** All evaluations for the granting of Provisional or Candidacy appointments, the granting of tenure or promotion, which are in process at the date that this Agreement comes into force, shall be continued and concluded according to the procedures, practices and criteria prevailing before that date. Any grievance filed after ratification of this Agreement shall be dealt with according to the provisions of Article 27, and the action or actions being grieved shall be judged accord-

ing to the procedures, practices and criteria prevailing on the day on which the events giving rise to the grievance occurred.

- 39.2** If a vacancy for a position covered by this Agreement has been advertised as of the date the Agreement comes into force, the appointment procedures before that date shall be followed until the position is filled or readvertised. Otherwise the procedures specified in the Agreement shall apply.
- 39.3** The Joint Liaison Committee shall be responsible for recommending to the Parties such arrangements as may be necessary to ensure an orderly transition to the provisions of this Agreement.

## ARTICLE 40: TERM OF THE AGREEMENT - DURATION

- 40.1** The Agreement shall be binding on both Parties and shall come into effect upon ratification by the Parties hereto, and shall remain in force until March 31, 1996, or until the repeal of the Social Contract Act, 1993, whichever is earlier. In the event that the Social Contract Act, 1993 is not repealed, this Agreement shall automatically renew itself on March 31, 1996 for a period of one year, and for successive one year periods thereafter, unless either Party notifies the other in writing within the period of ninety (90) days prior to March 31, 1996, and any subsequent expiry date thereafter, that it desires to bargain with a view to the renewal, with or without modifications, of this Agreement, or that it desires to bargain with a view to the making of a new Agreement.
- 40.2** In the event that the Social Contract Act, 1993 is repealed prior to March 31, 1996, the Parties agree that the term of this Agreement shall be deemed to have expired on the date of the repeal of the Social Contract Act, 1993, and the Agreement may be reopened at that time by either Party to allow for bargaining solely on the issue of Compensation (Article 30), and notice shall be given by the Party which seeks to negotiate the issue of Compensation to the other.
- 40.3** In the event that notice is given as provided for in Article 40.1, or in the event of the repeal of the Social Contract Act, 1993, and notice being given as provided for under Article 40.2, the Parties agree that the negotiations called for by the giving of the relevant notice shall commence within fifteen (15) days of receipt by the other Party of such notice, and thereafter both Parties shall negotiate in good faith with a view to settling the terms in dispute, in accordance with the provisions of the Labour Relations Act.
- 40.4** Both Parties shall adhere to the terms and conditions of the Agreement during the term of the Agreement and during any negotiations that result from the giving of notice as provided for under 40.1 and 40.2. During the period of the negotiations which result from the

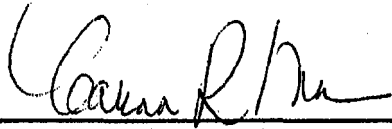
giving of notice under 40.1 and 40.2, the provisions of s. 81 of the Labour Relations Act, R.S.O. 1990, c.L.2, as amended, shall apply.

- 40.5** In the event that it becomes necessary to make an application to the Ontario Labour Relations Board to settle any issue as to whether the arrangements set out in this Article 40 constitute an early termination of the collective agreement, the Parties agree to make a joint application to the Ontario Labour Relations Board to seek the consent of the Ontario Labour Relations Board to the early termination of the collective agreement, as provided in s. 53(3) of the Labour Relations Act, in order to give effect to the agreement of the Parties as set out in this Article.

- 40.6** For purposes of clarification, the provisions of the Labour Relations Act pertaining to the negotiation of collective agreements, and the right to strike or lock-out in the event of the failure of such negotiations to arrive at a collective agreement, shall apply following the giving of notice as provided for in Article 40.2.

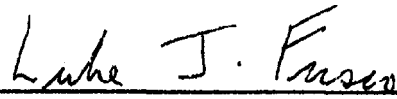
This Collective Agreement signed at Waterloo, Ontario, this 30th day of July, 1993.

On Behalf of  
Wilfrid Laurier University

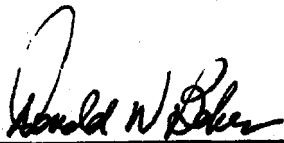


Lorna R. Marsden  
President  
and Vice-Chancellor

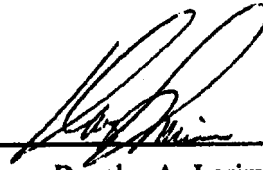
On Behalf of  
Wilfrid Laurier University  
Faculty Association



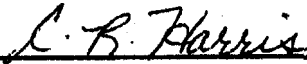
Luke Fusco  
President



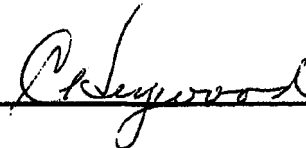
Donald N. Baker  
Vice-President: Academic  
and Chief Negotiator



Douglas A. Lorimer  
Chief Negotiator



C. Ruth Harris  
Witness



Charlotte Heywood  
Witness

Wilfrid Laurier University  
75 University Avenue West  
Waterloo, Ontario  
N2L 3C5  
(519) 884-1970  
Fax (519) 886-9351

Wilfrid Laurier University Faculty Association  
c/o Wilfrid Laurier University  
75 University Avenue West  
Waterloo, Ontario N2L 3C5  
(519) 884-1970 ext. 3721  
Pax (519) 888-9721

**APPENDIX A**

**The Labour Relations Act**  
**Before The Ontario Labour Relations Board**

**Between:** Wilfrid Laurier University Faculty Association,

**Applicant,**

**--and--**

Wilfrid Laurier University,

**Respondent.**

**Certificate**

Upon the application of the applicant and In accordance with the provisions of the Labour Relations Act, THIS BOARD DOth CERTIFY Wilfrid Laurier University Faculty Association as the bargaining agent of all full-time faculty and professional librarians employed by Wilfrid Laurier University in the Regional Municipality of Waterloo, save and except the President, Vice-presidents, Deans, Director of Computing Services and the University Librarian and Archivist.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 3rd day of October, 1988.

ONTARIO LABOUR RELATIONS BOARD

(SEAL)

T.A. INNISS  
REGISTRAR



ONTARIO LABOUR RELATIONS BOARD

0477-88-R Wilfrid Laurier University Faculty Association,  
Applicant v. Wilfrid Laurier University, Respondent v. Group  
of Employees, Objectors.

BEFORE: S. A. Tacon, Vice-Chair, and Board Members  
M. Rozenberg and H. Peacock.

DECISION OF THE BOARD; October 3, 1988

1. By decision dated August 17, 1988, the Board found that the applicant was a trade union within the meaning of section 1(1)(p) of the Act, set out the partial agreement of the parties with respect to the bargaining unit description, appointed a Board Officer to inquire into and report back to the Board on the matters set out in paragraph 17 of that decision and, pursuant to the Board's discretion under section 6(2) of the Act and pending the final resolution of the composition of the bargaining unit, certified the applicant as bargaining agent for the unit described in paragraph 20 of that decision.

2. The Board Officer convened a meeting of the parties pursuant to the Board appointment. All parties were invited to attend; only the applicant and respondent appeared. Following discussions, the applicant and respondent reached the following Minutes of Settlement:

FILE NO. 0477-88-R

BETWEEN:

WILFRID LAURIER UNIVERSITY FACULTY  
ASSOCIATION

Applicant

- and -

WILFRID LAURIER UNIVERSITY

Respondent

MINUTES OF SETTLEMENT

IN ORDER TO RESOLVE their differences in the  
aforementioned matter the parties have met

with Board Officer J. Greenberg, appointed in paragraph 17 of the Board decision dated August 17th, and have settled the matter in full and final as follows:

1. The parties agree to the following bargaining unit description and clarity note for a final certificate subject to the Board's determination of same:

All full-time faculty and professional librarians employed by the respondent in the Regional Municipality of Waterloo, save and except the President, Vice-presidents, Deans, Director of Computing Services and the University Librarian and Archivist.

Clarity Note:

For purpose of clarity, the parties agree that persons holding visiting or In-Residence appointments for one (1) year or less are not included in the bargaining unit.

2. The parties agree that the Systems Specialist position in the Library is not included in the bargaining unit because of lack of community of interest with the groups properly included.

3. The parties agree that the library heads will be included in the bargaining unit as a result of their community of interest. The parties agree that the above agreement is without prejudice to the right of the respondent Wilfrid Laurier University to bring a s. 106(2) application to the Ontario Labour Relations Board at any time to determine whether certain persons should be excluded on a managerial basis.

4. The parties further agree that In-Residence appointments may only be given to specialists in an applied field who are not qualified for a regular faculty position and do not assume a normal teaching load and are not required to do basic academic research during their appointment.

5. The parties recognize that the negotiations and subsequent collective agreement covering this bargaining unit may contain "items which accord different rights or benefits or terms of employment to Librarians," as distinct from Faculty members. Those "items" shall be included in the agreement as a separate section or article(s).

6. The parties waive a formal Labour Relations Officer Report.

DATED at Waterloo this 28th day of September, 1988

"Joyce Lorimer"  
For the Applicant

"Russell W. Muncaster"  
For the Respondent

3. Having regard to that settlement, the Board finds the following to constitute a unit of employees appropriate for collective bargaining:

all full-time faculty and professional librarians employed by the respondent in the Regional Municipality of Waterloo, save and except the President, Vice-presidents, Deans, Director of Computing Services and the University Librarian and Archivist.

Clarity Note:

For purpose of clarity, it is understood that persons holding Visiting or In-Residence appointments for one (1) year or less are not included in the bargaining unit. Further, for purpose of clarity, it is understood that the Systems Specialist position in the library is not included in the bargaining unit.

4. A formal certificate shall issue in respect of the above-noted bargaining unit.

"S. A. Tacon"  
for the Board





## APPENDIX C

### Special Voluntary Exit Plan

The desirability of increasing the rate of renewal of academic staff (including professional librarians) is evident from the projected normal retirement rate in the foreseeable future. The special Voluntary Exit Plan provides Members with an opportunity to be relieved of duties and responsibilities under the terms of this Agreement prior to their Normal Retirement Date. The opportunity for this Plan is provided partially by the fact that this program, to a large degree, would be self-financing.

To be eligible for Special Voluntary Exit, the Member must (a) be within 5 years of his/her Normal Retirement Date, and (b) have completed at least 15 years of pensionable service at Wilfrid Laurier University, as of the proposed date of commencement of Special Voluntary Exit.

During the period of this Plan an eligible Member may choose the Special Voluntary Exit Plan effective on June 30 of any year. To do so, the Member shall apply in writing to the Vice-President Academic by no later than the previous October 15.

During each year of Special Voluntary Exit, the Member shall receive 50% of his/her Reference Salary of the last year of his/her full-time employment. During the Special Voluntary Exit Plan, the Member has the option of making pension contributions on the basis of either his/her actual or Reference Salary,

and the University shall make its contributions on the same basis. During the period of Special Voluntary Exit, the Reference Salary of the Member will be maintained at the Reference Salary level of the last year of active service before the Special Voluntary Exit began. During the years of Special Voluntary Exit, years of service credit will be granted to the Member. Members who have opted for the Special Voluntary Exit Plan will continue to be members of the following plans on the same terms and conditions as other Members:

- (a) the Extended Health Care Plan,
- (b) the Dental Care Plan, and
- (c) the Basic Group Life Insurance Plan.

At the end of the Special Voluntary Exit period, i.e., at the Normal Retirement Date, the Member will receive the pension as provided in Article 29 with a Minimum Guaranteed Pension Benefit based on the Reference Salary defined above.

A decision to opt for Special Voluntary Exit is final, and the Member may not return to full-time or part-time employment after Special Voluntary Exit is granted, unless requested and agreed to by the University.

This Special Voluntary Exit Plan will be available from July 1, 1993 to June 30, 1997, at which time it will be reviewed to determine if it accomplished its objectives, both from the "academic staff renewal" and the "financial" perspectives.

APPENDIX D

**WILFRID LAURIER UNIVERSITY POLICY**

**Number: 17-11**

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Effective Date:	February 12, 1991	Circulation Date:	February 12, 1991
Approved By:	Board of Governors	Original Effective Date:	February 12, 1991
Approval Date:	February 12, 1991	Date(s) of Modifications:	

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**Subject: Sexual Harassment**

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**Preamble**

Wilfrid Laurier University is committed to providing an environment for study, teaching, research work, and recreation, for all members of the University community that is supportive of professional and personal development and free from sexual harassment. As such, the University does not condone behaviour on campus that may undermine work relationships or academic achievement and by this Policy declares that it will not tolerate any form of sexual harassment. It is, therefore, expected that all members of the University community will conduct themselves in an appropriate and responsible manner, with due respect for the rights of others in accordance with the principles contained in this Policy. The University accepts responsibility for the establishment of procedures for dealing with allegations of sexual harassment and/or recurrence of sexual harassment. Such allegations will be dealt with according to the procedures outlined in this Policy, except that where any Collective Agreement to which the University is a party contains provisions relating to sexual harassment, the terms of that Collective Agreement shall be applied to the alleged harassment for members of the appropriate bargaining unit accused of sexual harassment. It is, however, evident that romantic and sexual relationships may develop between members of the University community. Any member of the University community considering such a relationship should bear in mind that

- (a) in a relationship involving partners, one of whom holds authority over the other, the issue of mutual consent may be in question should a complaint of sexual harassment arise either during or after the relationship. Such complaints are among the most common on university campuses;
- (b) a person engaging in a relationship with a person over whom he or she has the authority to grade papers or examinations, give performance reviews or recommend promotion or termination, or in any other way affect the person's employment or academic standing, should take particular care to avoid conflicts of interest, which, even where they do not constitute sexual harassment, may be the subject of disciplinary action under other University policies. Normally, such avoidance would involve the person in a position of authority asking to be relieved of such authority. Where such relief is impractical, or harmful to the rights of the less powerful party (e.g. where a professor is the only person competent to supervise a particular theme), other procedures to insure fairness must be devised, possibly in consultation with the appropriate Department Chairperson, Dean or Director.



**Part I**

**Fundamental Principles**

1. All procedures followed under this Policy shall be guided by the paramount need to ensure that complainants, respondents and witnesses are treated fairly according to the rules of natural justice.
2. Wherever possible, complaints of sexual harassment will be resolved informally or by mediation. Formal hearings under this Policy will be initiated only after an informal resolution or mediation of the complaint has been attempted and has failed or has been explored.
3. All procedures followed under this Policy shall maintain strict confidentiality, taking into account the procedures stipulated in this document.
4. Remedies provided under this Policy are intended:
  - (a) to resolve complaints fairly and acceptably to complainants, and
  - (b) to impose appropriate disciplinary measures upon individuals who have committed acts of sexual harassment.

**Part II**

**Definitions**

In this policy:

"Chairperson" means the Chairperson of the Sexual Harassment Committee.

"Committee" means the Sexual Harassment Committee.

"days" means days excluding days when the University offices are not open.

"Hearing Moderator" means the person who shall not be a member of the University community selected by the President, from an approved list, to act as non-voting Moderator of the Panel,

"Mediator" means the individual appointed by the Sexual Harassment Officer and agreed upon by the complainant and respondent to mediate a complaint of sexual harassment under this Policy.

"Member" when printed with an initial upper case letter means a Member of the Bargaining Unit as defined in the Collective Agreement between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association,

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"~~member~~ of the University ~~community~~" includes **any** student or employee of **the University**.

"Panel" means **the Panel of the Sexual Harassment Committee**.

"parties" means **the** complainant and the respondent.

"Policy" means **Sexual Harassment Policy and Procedures at Wilfrid Laurier University**.

"President" means **the President of Wilfrid Laurier University**.

"sexual harassment" includes conduct of a sexual nature ~~such~~ as, but not limited to, **sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours, or unwelcome and repeated innuendos or taunting about a person's body, appearance or sexual orientation, when:**

- (a) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic statue or academic accreditation;**  
or
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment, or for academic performance, statue or accreditation decisions affection such individual; or**
- (c) such conduct interferes with an individual's work or academic performance; or**
- (d) such conduct creates an intimidating, hostile or offensive working or academic environment.**

"**Sexual Harassment officer**" means the individual appointed **by the President** to receive ~~complaints~~ of sexual harassment and to implement **the procedures of this Policy**.

"**University constituency**" means all of the ~~students~~, or all of **the staff, or all of the faculty and librarian members** of the University.

### **Part III**

#### **The Sexual Harassment Committee**

- 1. A Sexual Harassment Committee shall be appointed by the President, after consultation with the Sexual Harassment Officer, consisting of 14 members, 8 of whom shall serve for 2 years and 6 of whom shall serve for a period of one year. Thereafter, appointments are for a period of 2 years.**
- 2. Each University constituency shall provide members to the Committee in the following proportion:  
Wilfrid Laurier University Faculty Association: 4 members, 2 male, 2 female, 2 (one d e , one female) shall serve for a period of 2 years and 2 (one male, one female) for a period of one 1 year.**

**Wilfrid Laurier University Students Union: 4 members, 2 male, 2 female, 2 shall be graduate students, and 2 (one male, one female) shall serve for a period of 2 years and 2 (one male, one female) for a period of one year;**

**Wilfrid Laurier University Staff Association: 4 members, 2 male, 2 female, 2 (one male, one female) shall serve for a period of 2 years and 2 (one male, one female) for a period of one year;**

**Canadian Union of Public Employees: one member, and one alternate member, both of whom shall serve for a period of 2 years;**

**United Food and Commercial Workers' Union: one member, and one alternate member, both of whom shall serve for a period of 2 years.**

3. Members of the Committee who have completed their term of membership may be re-nominated as members.
4. A Chairperson of the Committee will be elected to serve for a period of 2 years by and from the members of the Committee.
5. The Chairperson shall:
  - (a) receive written requests to convene a meeting of a Panel of the Sexual Harassment Committee to consider complaints of sexual harassment;
  - (b) upon receiving a written request to convene a meeting of the Panel shall:
    - (i) set a date and place for a formal hearing of the complaint in consultation with the parties and inform them accordingly;
    - (ii) nominate one member of the Committee to the Panel;
    - (iii) consult with each party as to the composition of the Panel to consider the complaint, allowing each party:
      - (A) to nominate 2 members from the Committee to serve on the Panel, and,
      - (B) subject to the decision of the Chairperson, to object to any member of the Panel;
    - (iv) inform the parties in writing of the composition of the Panel;
    - (v) inform the President that a hearing is to be convened and that a Hearing Moderator is required to be appointed, who will act as non-voting Moderator of the Panel;
    - (vi) inform, as appropriate, the Resident of:
      - (A) Wilfrid Laurier University Faculty Association;
      - (B) Wilfrid Laurier University Students Union;
      - (C) Wilfrid Laurier University Staff Association;
      - (D) the local of the Canadian Union of Public Employees;
      - (E) the local of the United Food and Commercial Workers' Union.

**Part IV**

**Initiating the Complaint**

1. A member or group of the University **community** with a complaint about **behaviour by an individual(s)** which **the complainant(s) consider(s)** to be **sexual harassment** is encouraged to request the individual(s) to cease the **offending** behaviour.
2. In the absence of exceptional circumstances which shall be determined by the Sexual Harassment **Officer**, a complaint of sexual harassment must be made to the Sexual Harassment officer within 4 months of the alleged harassment occurring. The Sexual Harassment Officer shall thereupon consult **the complainant** with regard to the circumstances of the complaint.
3. Following the consultation with **the Sexual Harassment Officer**, the complainant shall indicate immediately ~~whether he/she elects to:~~
  - (a) take no **further** action;
  - (b) proceed with **an** attempt to resolve the complaint informally or by mediation (under **Part V**);
  - (c) proceed with formal resolution (under **Part VI**).
4. If the complainant ~~elects~~ to proceed to resolve the complaint informally or by mediation, the complainant shall make **a written** statement of the circumstances of the alleged harassment **and provide** written authorization for **the Sexual Harassment Officer** to proceed with **an** informal resolution or **arrange** for mediation of the complaint.

**Part V**

**Informal Resolution of Complaints/Mediation**

1. Upon receipt of a written statement of complaint, the Sexual Harassment Officer will provide the respondent with a written **summary** of same **and will discuss** the complaint with **both parties** and either attempt personally to resolve the complaint fairly **and** acceptably to **both parties**, or, with **the** agreement of the parties, refer the complaint to a mediator selected by **the Sexual Harassment Officer** and agreed upon by the complainant and respondent for such resolution.
2. If a fair and acceptable resolution is reached with the Sexual Harassment Officer or the **mediator**, **both parties** will sign a statement to that effect which will be **filed with the Sexual Harassment Officer**. **No** further action on the complaint so resolved will be **taken unless** the parties fail to comply with ~~the terms~~ on which **the** complaint is resolved.
3. **If a fair and** acceptable resolution **is** not reached by the Sexual Harassment Officer or the mediator within **20 days** of receipt by the Sexual Harassment Officer of the written statement of complaint, the Sexual Harassment Officer **will so** inform the parties in writing and the complainant may then elect to:

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- (a) withdraw the **complaint**; or
  - (b) commence **proceedings** for a formal hearing.
4. If the complainant fails to make an election under Clause 3 **within 10 days** of the **expiry** of the **20 day** period allowed for **informal resolution** or mediation under that clause, the complaint shall be deemed to be withdrawn by the complainant and no **further** action will be taken by the **Sexual Harassment Officer**.
  5. **All statements and disclosures** made, **information** furnished and documents and exhibits provided or presented to the **Sexual Harassment Officer** or **mediator** by the parties or any other persons are without prejudice, confidential, and shall not be disclosed by anyone except with the consent of both parties or under compulsion of law.

**Part VI**

**Formal Hearing Procedures**

1. A formal hearing of a complaint of sexual harassment **will** be held by the Panel of the Sexual Harassment Committee only **after** the Sexual Harassment Officer has determined that **an** attempt has been made under **Part V** of the Policy to reach a fair and acceptable resolution and that **such** attempt has failed or the complainant **has** elected, under **Part IV**, to proceed **directly** with a formal hearing.
2. In order to commence **proceedings** for a formal hearing of the complaint, the complainant shall **make a** written request for **such** hearing to the Chairperson.
3. The Panel shall be **struck** by the Chairperson and, subject to the agreement of both parties **as to any** extension, shall conclude its hearing no later than 60 days **from** the receipt by the Chairperson of the request for a hearing **from** the complainant.
4. The President shall appoint a non-voting Hearing Moderator to preside over the meeting of the Panel.
5. The burden of proof of the alleged harassment shall be upon the complainant who will be required to **prove** by a preponderance of evidence which shall be relevant, cogent and reliable, that the alleged harassment took place before the Panel will **so** decide.
6. The hearing shall comply with all the rules of natural justice including, but not limited to:
  - (i) the right of the accused to be informed in writing of the **specific charges** that have been brought by the complainant;
  - (ii) the right to counsel;
  - (iii) the right to **hear** the evidence and to cross-examine witnesses during a formal hearing,
7. **Only** the parties and their representatives are entitled to be present throughout the hearing. At the beginning of the hearing, after discussion with the parties, the Panel shall determine

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the circumstances in ~~which witnesses and others may be present~~ during the hearing.

8. In ~~arriving~~ at its decision upon the disposition of the complaint, the Panel shall **consider** such factors ~~as~~:
  - (i) the degree of aggression and ~~physical~~ contact which **occurred**,
  - (ii) whether the harassment ~~was~~ continuous,
  - (iii) the age ~~of~~ the complainant,
  - (iv) the relationship of the parties,
  - (v) **the** impact of the ~~harassment~~ on the complainant,
  - (vi) the respondent's acknowledgement of ~~wrongdoing~~,
  - (vii) the need to prevent the repetition of proved harassment towards the complainant or others.
9. The Panel's ~~decision~~ will be final and will be that reached by a **majority** of the members. The decision **will** be written and delivered **to** the parties and the President **within 10 days** of the ~~conclusion~~ of the hearing.
10. Where the Panel's decision is subject **to** the disciplinary ~~provisions~~ of an agreement between the University and a Union or Association comprised of members of the University constituency, the Panel's decision shall state **only** the complaint **and** whether the complaint was upheld. In all other instances, the Panel's decision to uphold the complaint **may** include **any** of the following dispositions:
  - (a) an oral ~~or~~ written reprimand **by** the Panel; ~~and/or~~
  - (b) inclusion of the Panel's decision in the personnel ~~or~~ academic file of the respondent in cases where ~~this~~ is not mandated **by** any other agreement; ~~and/or~~
  - (c) **an order** that the respondent receive counselling regarding ~~sexual~~ harassment; **or**
  - (d) a recommendation **to** the appropriate authority that the respondent be removed ~~from~~ the position of supervisory authority to another ~~position~~, or suspended or dismissed from the University, or **any** of its facilities ~~or~~ programs.
11. In **all** cases, in the event that a complaint is upheld, the Panel **may** recommend **to** the appropriate authority that a decision concerning the complainant, e.g. a grade, merit increment, ~~or~~ promotion be reconsidered to remove any ~~affect~~ of ~~sexual~~ harassment ~~on~~ same.
12. In the event that **a** complaint against a member of ~~the~~ University community ~~is~~ upheld, and the University takes disciplinary action **upon** the finding against the member, a record of the ~~disciplinary~~ action shall be placed in the member's ~~personnel/academic~~ or Official File, ~~as~~ applicable. Where the Panel's decision is subject **to** the provisions of **an** agreement between the University and a Union or Association comprised of members of the University constituency, any disciplinary measure taken **by** the University ~~against~~ a member of the University constituency pursuant to the recommendations of the Panel **may** be grieved pursuant **to** the provisions for Grievance and Arbitration of the applicable agreement.
13. In the event that a complaint against a member of the University community ~~is~~ not upheld, no reference to the complaint shall be placed or retained in a member's ~~personnel/academic~~

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or **Official** File, as applicable, and all **documents** relating to the complaint shall be kept confidential by the Sexual Harassment Officer, and shall be destroyed after the expiration of any time period allowed for appeals.

14. If the Panel decides by a preponderance of evidence which shall be weighty, cogent and reliable, that **any** complaint is fraudulent or malicious and without **any** basis in fact, **such** complaint will be regarded as **sexual harassment** and disposed of as such under **Part IV** of the Policy.
15. **All** statements and disclosures made, information furnished and **documents** and exhibits provided or presented to the Panel in the course of a hearing, are confidential and shall not be revealed to others except under compulsion of law.
16. **All documents** relating to a complaint which is upheld shall be kept confidential by the Sexual Harassment Officer, and shall be destroyed after the expiration of **any** time period allowed for appeals, except that for statistical purposes the Sexual Harassment Officer shall keep a record of the complaint.
17. Retaliation against an individual who has filed a complaint or who has served as a witness in **any** proceedings under this Policy may itself be regarded as **sexual harassment** and disposed of as such under this **Part** of the Policy.

## **Part VII**

### **Annual Report and Other Responsibilities**

1. The Sexual Harassment Officer will make an **annual** report to the President of the number of complaints proceeded with and the resolutions, mediations and dispositions made under this Policy. The President will present his/her report, including the report received by the President from the Sexual Harassment Officer to the Board of Governors, together with any recommendations the Resident may have with respect to matters in the report of the Sexual Harassment Officer or otherwise.
2. It shall be an important duty of the Sexual Harassment Officer to ensure that the University community is well informed about the nature and consequences of **sexual harassment** and the contents of this Policy. The performance of this duty shall include, but not be limited to:
  - (a) **making** available a **summary** of this Policy to all new members of the University community and to continuing members as necessary;
  - (b) the preparation and distribution of literature explaining and clarifying the terms of this Policy, e.g. by giving examples of behaviour that may constitute sexual harassment;
  - (c) the organization and mounting of periodic workshops and/or other events designed to educate the University community about its rights and obligations under this Policy, and about the nature and consequences of **sexual harassment**;
  - (d) the provision of **individual** counselling and/or **instruction**, concerning issues related to **sexual harassment** for members of the University community who desire such

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**counselling or instruction.**

3. Members of the **University** community are expected to familiarize themselves with the requirements imposed upon them by the **Sexual Harassment Policy**, particularly where their duties involve the exercise of authority over other members.
4. The **University** shall take reasonable steps to ensure that copies of this **Policy** are readily available to members of the **University** community.

**Part VIII**

**Other Proceedings**

1. Should the complainant commence proceedings before the Ontario **Human Rights Commission** or **in the courts** or should **any criminal prosecution** be commenced concerning the circumstances of a complaint of **sexual harassment** being considered under this **Policy**, proceedings under this **Policy** shall be suspended until those other proceedings are concluded and the period of such suspension shall not be included in the calculation of the 60 day period in **Part VI.3** of this **Policy**.

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