COLLECTIVE AGREEMENT

between

Wilfrid Laurier University

and

Wilfrid Laurier University
Faculty Association

for

Full-time Faculty and Professional Librarians

July 1, 2011 to June 30, 2014

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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 (WLUFA), 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.

The library is a unit without sub-units.

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, 1973 and The Wilfrid Laurier University Amendment Act, 2001, as amended.

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 WLUFA). 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 Academic Staff:
is a person who is not a full-time Faculty Member and who teaches courses on contract under the terms of the Collective Agreement between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association for Part-time Contract Academic Staff and Part-time Librarians, 2010-2013.

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

course:
is a unit of study for credit in a given discipline, approved by Senate and listed in the University calendar, and identified by a unique number and name. A one (1.0) credit course is normally taught during two consecutive academic terms; a one-half (0.5) credit course is normally taught during one academic term; a course of less than one-half credit is normally taught during part of one academic term.

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

Dean:
is the head of an academic unit that administers a program of study that leads to a degree.

department-in-council:
includes all Members of the Bargaining Unit in the academic sub-unit as voting members; Contract Academic Staff in accordance with Article 11.2.2(e) of the Part-time Collective Agreement, September 1, 2010 – August 31, 2013 with the elected representatives serving as voting members; and other representatives as designated by department and Faculty policies.

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.

faculty-in-council:
for the Faculty of Education, the Faculty of Music, the Faculty of Social Work and for Laurier Brantford, the faculty-in-council includes all Members of the Bargaining Unit in the academic unit as voting members; Contract Academic Staff in accordance with Article 11.2.2(b) of the Part-time Collective Agreement, September 1, 2010 – August 31, 2013 with the elected representatives serving as voting members; and other representatives as designated by Faculty policies.

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 a University campus for academic credit in the fall and winter terms and in spring term by the School of Business and Economics; such courses do not include off-campus courses offered by the School of Business and Economics, Additional Qualification courses offered by the Faculty of Education, 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.

lab section:
is a class in which the instruction, supervision, and assessment of student work is conducted in a University facility designated as a laboratory.

librarians-in-council:
includes all Members of the academic unit as voting members; part-time professional librarians in accordance with Article 11.2.2(d) of the Part-time Collective Agreement, September 1, 2010 – August 31, 2013, and other representatives as designated by Library policies.

Library Council:
is chaired by the University Librarian and includes all full-time and part-time professional librarians employed in the Library as librarians, and other members as approved by Senate.

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.

music studio course/music therapy practicum course:
is a credit course offered by the Faculty of Music in which students are taught by a studio instructor or supervised by a music therapist on a one-on-one basis.

off-campus course:
is a credit course offered in the off-campus degree or diploma program (i.e., not on the Waterloo, Kitchener, or Brantford campuses) by the School of Business and Economics.

Online Learning Course:
is a credit course taught using delivery modes such as the Internet, correspondence and videotape, offered through the Office of Part-time, Distance and Continuing Education.

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 Member elected by the appropriate faculty-in-council or by the librarians-in-council to serve as chair of the academic unit’s Appointment and Promotion Committee, and, in the Faculty of Education, the Faculty of Music, the Faculty of Social Work and Laurier Brantford, to preside at meetings of the faculty-in-council in accord with 13.13.9.

tutorial section:
is a class designed to complement lectures in a course by meeting with students to discuss and analyse texts, readings, cases and exercises. Members who teach tutorial sections are responsible for the preparation for the tutorials, and for the assessment of student work and participation.

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.

University Library:
includes the Library on the Waterloo campus and all other locations where the University provides

library services employing one or more full-time or part-time professional librarians.

ARTICLE 3: RECOGNITION, 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. All full-time faculty members and professional librarians appointed to Laurier Brantford shall be Members of the Bargaining Unit represented by the Association.

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-Presidents, Deans, the Director of Information Technology Services (formerly the Director of Computing Services), the University Librarian and Archivist, Associate University Librarians, 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 For the position of Associate University Librarian noted in 3.1.2(a), the terms and conditions of the appointment shall be in accordance with the Collective Agreement except for provisions suitable for the appointment agreed to by the University and the Association in a Letter of Understanding.

3.1.4 In the event that the administrative appointment of a full-time faculty member or full-time librarian member, who is excluded from the Bargaining Unit under 3.1.2 (a), comes to term or is terminated prior to coming to term, the provisions of Article 39 shall apply.

3.1.5 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 agrees to continue to provide to the Association, without charge, the use of a suitably serviced and maintained, centrally located, office. 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 rooms 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 re-entering 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 a total of ten (10) one-term undergraduate course equivalents per contract year to the Association to be distributed at its discretion between the two bargaining units. In addition the Association will be allowed to purchase up to ten (10) one-term undergraduate course equivalents per contract year, at the current stipend rate. These one-term course equivalents are inclusive of the stipends provided to Contract Academic Staff and Part-time Librarians under 3.5.1 of the Part-time Collective Agreement. 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, 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:

4.1.1 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, services and equipment required to meet the Members' contractual obligations, including library, telephone, photocopying, electronic mail, and computing, administrative and technical services.

4.1.2 To enable Members to fulfil their obligations under Articles 18 and 19, the University shall provide each Member for his/her exclusive use a furnished office equipped with a computer, and appropriate laboratory and studio space. In circumstances where there may be a shortage of office space, a Member may be required to share an office with another Member or Contract Academic Staff member under the following conditions:

(a) a Member with a Provisional or Candidacy Appointment shall be entitled to an office for his/her exclusive use and shall not be obligated to share an office under this clause;

(b) The designation of which Members shall share an office under the provisions of this article shall be made by the Dean or his/her designate after consultation with the department chair(s) or equivalent;

(c) The designation of which Members shall be obligated to share an office shall be in the following order:

(i) Members who consent to share an office;
(ii) Members on sabbatical leave who shall be away from the University for six months or more;
(iii) Members on other leaves of six months or more in duration;
(iv) Members on Limited Term Appointments;

(d) within each contract year such sharing of an office shall be for a specified limited period of time for up to 12 months; the Dean shall review the sharing of offices annually and each year the designation of which Members shall share offices shall be in accordance with (c) above;

(e) a Member sharing an office shall be entitled to the exclusive use of a desk, computer and telephone;

(f) the Members sharing an office shall establish a schedule for each Member's exclusive use of the office for student consultations;

(g) Members who are not on leave and who share an office shall have access to an additional fund of $1,000 under the Professional Expense Reimbursement in 38.2.1; where sharing of an office is for less than 12 months, these funds shall be pro-rated for the period of time the Member shares an office;

(h) Members who are designated to share an office under (c) above shall receive notice in writing from the Dean or designate, copied to the Association. This notice shall include the office location and number, the name of the person with whom the office is to be shared (where known), and the period of time specified for the sharing of the office;

4.1.3 The University recognizes a responsibility to provide for the security of Members on University premises, and to provide facilities, supplies, and services sufficient to protect the safety of Members as they carry out their duties.

4.1.4 The University agrees to adhere to health and safety standards as embodied in current government legislation. Members who have reason to believe that a work situation is likely to endanger them have the right to refuse unsafe work pursuant to and in accordance with the provisions of the *Occupational Health and Safety Act*.

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. In the implementation of the provisions of this Agreement, the University shall act fairly, equitably, and ethically in its actions affecting Members.

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 4 representatives of the Association and 4 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 & 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, Reference Salary, sex, department, highest degree, year of highest degree, year of first degree, and University I.D. number 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 Pension 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) the reports on Employment Equity listed in 22.5;

(m) two copies of the latest Institutional Data and Statistics Book prepared by the Office of Institutional Research;

(n) the Registrar's Report on student enrolment;

(o) 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 WLUFA 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 Committee 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. As provided under 27.1.5, decisions on the awarding of research grants are not subject to grievance, but a Member may appeal such a decision in accordance with Appendix B.

9.2.1 No Member shall:

(a) 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; or

(b) knowingly participate in any academic decision directly affecting an individual with whom the Member has an immediate familial, marital, sexual, client, patient, 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:

9.3.1 With respect to students, Members:

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

(b) shall disclose the existence of any conflict of interest or of other circumstances known to them which may reasonably introduce or appear to introduce bias into their academic judgement or administrative decisions with respect to students by notifying their Dean in writing;

(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.

9.3.2 Upon notification pursuant to 9.3.1(b), a Dean shall:

(a) permit the student to remain in the Member's course and make arrangements for independent evaluation of the student's performance; or

(b) with the Member's consent, permit the student to remain in the Member's course without special arrangements for an independent evaluation; or

(c) require the student to be transferred from the Member's course.

9.3.3 When a Member intends to assign course materials to be purchased by students and from which the Member (or any individual with whom she/he has an immediate familial, marital, sexual or financial relation) derives a direct financial benefit, the Member shall write to the Dean requesting approval of the proposed course materials. If requested by the Dean, the Member shall provide further information on the course materials and/or the financial benefit. Within 10 days of the receipt of the Member's written request, the Dean or his/her designate shall respond in writing, and if the request is denied, the Dean shall provide a statement of reasons. In the case of course materials not published or produced by a third party at an arms-length relationship and not readily available in the commercial marketplace except by purchase from the author, or an agent of the author, the means of sale of the course materials requires the Dean's approval. Under this clause,

course materials include printed works, and non-print media including but not limited to CDs, DVDs, audio tapes, and material accessible via the World Wide Web.

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 proposed 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. If the University wishes a Member to participate in any discussion or meeting as part of this review, the Member shall receive written notice of an evaluation under Article 10. The notice shall be given at least 5 days in advance of the meeting, and the Member shall have the right to be accompanied by a representative of his/her choice.

10.2 Failure of a Member to grieve the University's assessment of his/her performance shall not be deemed an admission of the validity of the assessment.

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 Committee as 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 composition and procedures of search committees of University officers who are ex-officio members of Senate, except for the chair of the Board and the Chancellor, shall be in accordance with the provisions set in 11.2.4, 11.2.5, and 11.2.6.

11.2.3 If, during the term of this Agreement, the University creates new officers who are ex-officio members of Senate, the procedures for the search committee for such an officer shall be in

accordance with 11.2.4 and 11.2.6, and the composition of the search committee shall be subject to the agreement of the Parties.

11.2.4 Procedures of Search Committees:

(a) Meetings may be attended by members by telephone conference or video conference. When a vote is conducted a member attending by telephone conference or video conference will cast his/her ballot by personal and confidential fax. A quorum for the Search Committee shall be two-thirds of the voting members.

(b) Subject to the provisions governing renewal of an appointment, all decisions of Search Committees shall be taken by majority vote. In voting on the renewal of an appointment or on any motion to recommend a candidate for appointment, abstentions are not allowed and a secret ballot shall be used. With the exception of the Search Committee for President, the chair of the Committee shall not participate in such voting, but shall cast a vote to confirm or veto the Committee's recommendation of a candidate for the office. Proxy votes shall not be used. In the event of a tie vote which means the Committee cannot recommend a single candidate as specified under 11.2.4 (g), the meeting shall be adjourned, and another meeting shall be scheduled at which another vote shall be held. If this second vote also results in a tie and no recommendation, then, to overcome the procedural impasse, the chair shall cast a vote. The chair retains the right to confirm or veto the recommendation of the Committee arrived at through this procedure.

(c) Search Committees shall take appropriate steps to advertise the position and to invite nominations and applications.

(d) Once appointed to the Search Committee, a member cannot apply or be considered for the position.

(e) All nominations and applications shall be reviewed and considered under a set of criteria established by the Search Committee and a short list of candidates shall be interviewed.

(f) The Search Committee shall provide opportunity for relevant groups and individuals, as determined by the Committee, to meet with the short-listed candidates.

(g) The Search Committee shall recommend one candidate for appointment. In forwarding its recommendation to the President, Senate or Board as appropriate, the Committee shall include a report describing the procedures followed, the number of candidates considered and the recommendation.

(h) At the conclusion of a five-year term of office, subject to (i) below, an incumbent may be recommended for a further five-year appointment. The Committee shall interview the incumbent and shall invite representations from members of the university community. A recommendation for renewal without competition requires the support of at least sixty percent of those voting. If there is not a positive recommendation for renewal, search procedures shall be instituted.

(i) If the incumbent holds a Tenured or Continuing Appointment and has completed two terms of office, a search shall be undertaken and the incumbent may stand for a third term in competition with other candidates for the office, but the incumbent may not stand for a fourth term.

(j) On those matters not set out above, the Search Committee shall establish its own procedures.

11.2.4.1 For the position of Registrar under 11.2.5(h), there shall be a review after the conclusion of an initial five-year term of office according to (h) above. Thereafter, any review may be initiated by the President, or by a motion of Senate passed by a 60% majority.

11.2.5 Search Committees for Senior Administrative Officers:

(a) President:

The membership of the Search Committee for President shall be composed of 15 voting members as follows:

- The chair of the Board who shall chair the committee;
- 3 external members of the Board of Governors;
- 1 staff member;
- 1 undergraduate student;
- 1 graduate student;
- 2 members holding the office of Vice-President or Dean or University Librarian;
- 6 Members with Tenured or Continuing Appointment elected by the University Faculty Council.

The procedures for recommendation and appointment of the President shall be in accordance with 11.2.6.

(b) Vice-President: Academic:

The membership of the Search Committee for the Vice-President: Academic shall be composed of 18 voting members as follows:

- The President who shall chair the committee;
- 2 external members of the Board of Governors;
- 2 members holding the office of Dean or University Librarian;
- 1 undergraduate student;
- 1 graduate student;
- 1 staff member;
- 8 Members with Tenured or Continuing Appointment elected by the University Faculty Council, with one representative from the Faculty of Arts, one representative from the Faculty of Science, one representative from the School of Business and Economics, one representative from the Faculty of Music, one representative from the Faculty of Social Work, one representative from the Faculty of Education, one representative from Laurier Brantford, one representative from the Library; and
- 2 Senate Members elected by Senate.

(c) Vice-President: Finance and Administration:

The membership of the Search Committee for the Vice-President: Finance and Administration shall be composed of 17 voting members as follows:

- The President who shall chair the committee;
- 3 external members of the Board of Governors;
- 2 members holding the office of Dean or University Librarian;
- 3 staff members;
- 1 undergraduate student;
- 1 graduate student;
- 4 Members with Tenured or Continuing Appointment elected by the University Faculty Council; and
- 2 Senate Members elected by Senate.

(d) Vice-President: Development and Alumni Relations:

The membership of the Search Committee for the Vice-President: Development and Alumni Relations shall be composed of 16 voting members as follows:

- The President who shall chair the committee;
- 2 external members of the Board of Governors;
- 1 member holding the office of Dean or University Librarian;
- 1 undergraduate student;
- 1 graduate student;
- 2 staff members;
- 1 Alumni representative;
- 5 Members with Tenured or Continuing Appointment elected by the University Faculty Council; and

- 2 Senate Members elected by Senate.

(e) Principal and Vice-President: Laurier Brantford:

The Search Committee for the Principal/ Vice-President: Laurier Brantford shall be composed of the following 18 voting members:

- The President who shall chair the committee;
- 2 external members of the Board of Governors, one of whom shall be the Chair of the Brantford Advisory Board;
- The Dean of Laurier Brantford, or if the Dean cannot serve, one member holding the office of Dean or University Librarian;
- 1 external member representing the City of Brantford;
- 2 students enrolled at Laurier Brantford;
- 1 staff member from Laurier Brantford;
- 6 Members with Tenured or Continuing Appointments elected from and by the full-time faculty and professional librarians at Laurier Brantford;
- 2 Members with Tenured or Continuing Appointments from academic units other than Laurier Brantford, elected by the University Faculty Council;
- 2 Senate Members elected by Senate.

(f) Deans of Faculties:

(i) Dean of the School of Business and Economics:

The Search Committee for the Dean of the School of Business and Economics shall be composed of the following 14 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean from another academic unit;
- 1 undergraduate student from the School of Business and Economics;
- 1 graduate student from the School of Business and Economics;
- 1 staff member;
- 6 Faculty Members as follows:
- The Chair of the Department of Economics;
- The Chair (or equivalent) of the Department of Business; i.e., one of the two Associate Deans, chosen by a means to be determined by a meeting of full-time Faculty Members of the Department chaired by the Vice-President: Academic;
- 3 tenured Faculty Members from the Department of Business elected by the full-time Faculty Members of the Department at a meeting chaired by the Vice-President: Academic;
- 1 tenured Faculty Member from the Department of Economics elected by the full-time Faculty Members of the Department at a meeting chaired by the Vice-President: Academic; and
- 2 Senate Members elected by Senate.
- In the event that the Chair (or equivalent) of the Department of Business or Economics is ineligible to serve on the Committee, the designate for the Department Chair shall be elected by the full-time Faculty Members of the Department at a meeting chaired by the Vice-President: Academic.

(ii) Dean of the Faculty of Music:

The Search Committee for the Dean of the Faculty of Music shall be composed of the following 12 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean from another academic unit;
- 1 student from the Faculty of Music;
- 1 staff member;
- 5 tenured Faculty Members elected from and by the full-time faculty of the Faculty of Music; and
- 2 Senate Members elected by Senate.

(iii) Dean of the Faculty of Social Work:

The Search Committee for the Dean of the Faculty of Social Work shall be composed of the following 12 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean from another academic unit;
- 1 student from the Faculty of Social Work;
- 1 staff member;
- 5 tenured Faculty Members elected from and by the full-time faculty of the Faculty of Social Work; and
- 2 Senate Members elected by Senate.

(iv) Dean of the Faculty of Arts:

The Search Committee for the Dean of the Faculty of Arts shall be composed of the following 14 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean from another academic unit;
- 1 undergraduate student from the Faculty of Arts;
- 1 graduate student from the Faculty of Arts;
- 1 staff member;
- 6 tenured Faculty Members elected from and by the full-time faculty of the Faculty of Arts of whom two (2) and only two shall be Department Chairs. No more than one faculty representative shall be from any one department;
- 2 Senate Members elected by Senate.

(v) Dean of the Faculty of Science:

The Search Committee for the Dean of the Faculty of Science shall be composed of the following 14 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean from another academic unit;
- 2 students from the Faculty of Science. Undergraduate and graduate students are eligible for these positions. No more than one student representative shall be from any one department;
- 1 staff member;
- 6 tenured Faculty Members elected from and by the full-time faculty of the Faculty of Science of whom two (2) and only two shall be Department Chairs. No more than one faculty representative shall be from any one department;
- 2 Senate Members elected by Senate.

(vi) Dean of Graduate and Postdoctoral Studies:

The Search Committee for the Dean of Graduate and Postdoctoral Studies shall be composed of the following 14 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 2 Deans;
- 1 graduate student;
- 1 staff member;
- 6 tenured Faculty Members elected by the University Faculty Council, with not more than one representative from any one Faculty, including Laurier Brantford;
- 2 Senate Members elected by Senate.

(vii) Dean of Laurier Brantford:

The Search Committee for the Dean of Laurier Brantford shall be composed of the following 15 voting members:

- The Principal/Vice-President: Laurier Brantford who shall chair the committee;
- The Vice-President: Academic;
- 1 external member of the Board of Governors;
- 1 Dean from another academic unit;
- 1 student enrolled at Laurier Brantford;
- 1 staff member from Laurier Brantford;
- 7 Members with Tenured or Continuing Appointments elected from and by the full-time faculty and professional librarians at Laurier Brantford;
- 2 Senate Members elected by Senate.
- (viii) Dean of the Faculty of Education:
- The Search Committee for the Dean of the Faculty of Education shall be composed of the following 12 voting members:
- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean from another academic unit;
- 1 Teacher Education Candidate from the Faculty of Education;
- 1 staff member;
- 2 tenured faculty members or Members holding Provisional or Candidacy Appointments elected from and by the full-time faculty of the Faculty of Education;
- 3 tenured faculty members from outside the Faculty of Education elected by the University Faculty Council. Among these, there shall be no more than one Member from each of the Faculties of Arts, Science, Social Work and Music and the School of Business and Economics, and Laurier Brantford. Cross-appointed members of the Faculty of Education are eligible. Of these tenured faculty Members, at least one shall hold an Ontario Teaching Certificate, or other equivalent professional designation;
- 2 Senate Members elected by Senate.

(viii) Dean of the Faculty of Education:

The Search Committee for the Dean of the Faculty of Education shall be composed of the following 12 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean from another academic unit;
- 1 Teacher Education Candidate from the Faculty of Education;
- 1 staff member;
- 2 tenured faculty members or Members holding Provisional or Candidacy Appointments elected from and by the full-time faculty of the Faculty of Education;
- 3 tenured faculty members from outside the Faculty of Education elected by the University Faculty Council. Among these, there shall be no more than one Member from each of the Faculties of Arts, Science, Social Work and Music and the School of Business and Economics and Laurier Brantford. Cross-appointed members of the Faculty of Education are eligible. Of these tenured faculty Members, at least one shall hold an Ontario Teaching Certificate, or other equivalent professional designation;
- 2 Senate Members elected by Senate.

(g) The University Librarian:

The Search Committee for the University Librarian shall be composed of the following 16 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean;
- 1 undergraduate student;
- 1 graduate student;

- 1 staff member;
- 1 faculty member from the Waterloo Lutheran Seminary;
- 7 Librarian Members with Continuing Appointment elected by the Library Council, at least one of whom shall be a Librarian Member from Laurier Brantford who may have a Candidacy appointment; and
- 2 Senate Members elected by Senate.

(h) The Registrar:

The Search Committee for the Registrar shall be composed of the following 13 voting members:

- The Vice-President: Academic who shall chair the committee;
- 1 Dean;
- The Assistant Vice-President: Academic Services
- 1 student;
- 1 staff member;
- 6 tenured Faculty Members elected by the University Faculty Council, with not more than one representative from any one Faculty, including Laurier Brantford; and
- 2 Senate Members elected by Senate.

(i) Vice-President: Research:

The Search Committee for the Vice-President: Research shall be composed of the following 15 voting members:

- The President who shall chair the committee;
- 1 external member of the Board of Governors;
- The Vice-President: Academic
- The Dean of Graduate and Postdoctoral Studies and one other Dean. In the event the Dean of Graduate and Postdoctoral Studies cannot serve on the Committee, one other Dean as a replacement;
- 1 graduate student;
- 1 staff member;
- 6 tenured Faculty Members elected by the University Faculty Council, with not more than one representative from any one Faculty, including Laurier Brantford;
- 2 Senate Members elected by Senate.

(j) Vice-President Student Affairs:

The Search Committee for the Vice-President Student Affairs shall be composed of the following 16 voting members:

- the President who shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean of an undergraduate academic unit;
- 1 Director chosen from among the Directors reporting to the Vice-President Student Affairs;
- 3 undergraduate students;
- 1 graduate student;
- 1 staff person from the units reporting to the Vice-President Student Affairs;
- 5 tenured Faculty Members elected by the University Faculty Council including one from Laurier Brantford;
- 2 Senate Members elected by Senate.

(k) Associate Vice-President: Teaching and Learning:

The Search Committee for the Associate Vice-President: Teaching & Learning shall be composed of the following 17 voting members:

- The Vice-President: Academic and the Vice-President: Student Affairs, one of whom shall chair the committee;
- 1 external member of the Board of Governors;
- 1 Dean or the University Librarian
- 1 graduate student;
- 1 undergraduate student;
- 1 Director chosen from among the Directors reporting to the Associate Vice-President: Teaching and Learning;

- 1 staff member from a unit that reports to the Associate Vice-President: Teaching & Learning, such staff member to represent a unit different from the director chosen among directors reporting to the Associate Vice- President: Teaching & Learning;
- 7 tenured Faculty Members or Members holding Provisional or Candidacy Appointments elected by the University Faculty Council. One representative from each of the Faculties of Arts, Education, Science, Social Work, and Music, one representative from the School of Business and Economics, and one representative from Laurier Brantford;
- 2 Senate Members elected by Senate.

11.2.6 Procedures for Senate Advice in the Selection of University Officers:

The President is appointed by the Board, following advice by the Senate. The Senate shall receive a report from the search committee, and meeting *in camera* as a committee of the whole, the Senate shall determine its advice which shall be transmitted to the Board.

In the case of all other appointments under 11.2.2, the Senate shall elect two Senate Members to serve on the relevant search committees. These two Members shall be full members of the committee.

In the case of appointment of the Vice-Presidents, Associate Vice-President: Teaching and Learning and the Registrar, any Member who is a member of Senate is eligible to serve as a Senate representative. For committees appointed to search for the Dean of the Faculty of Arts, the Dean of the Faculty of Education, the Dean of the Faculty of Science, the Dean of the Faculty of Music, the Dean of the Faculty of Social Work, the Dean of Laurier Brantford, the Dean of the School of Business and Economics, and the University Librarian, the two elected Members from Senate shall be from an academic unit other than the one for which the Dean or University Librarian is being sought. In the case of the Dean of Graduate and Postdoctoral Studies, at least one of the Faculty Members elected as a Senate representative shall be from an academic unit or sub-unit which does not have a graduate program.

When a Search Committee has completed its deliberations, it will submit a report to Senate. Senate will meet *in camera* as a committee of the whole, and shall determine its advice which shall be transmitted to the Board.

11.2.7 The Parties support the continued inclusion of Librarian Members as full members of the University Faculty Council in accordance with the Minutes 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 subject to the bylaws and regulations approved by Senate.

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) the full-time and part-time professional librarians who are employed in the library as librarians;

(c) other members as approved by Senate, subject to the proviso that the professional librarians who are Members of the two WLUFA bargaining units constitute a majority of more than 50% of the Council membership.

ARTICLE 12: MEMBERS' OFFICIAL FILES:

12.1.1 The University shall maintain only one official file (hereafter called the Member's Official File)

relating to each Member. All documents maintained by the University with respect to any period of a Member's employment with the University as a full-time faculty member, or as a part-time contract academic staff member, or as a full-time or part-time professional librarian, or as a Member with a Special Academic Rank shall be placed in the Member's Official File. The University shall have regard to all the documents in a Member's Official File when considering the Member's employment status, or when evaluating the Member's performance.

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 or required by the Association under 27.6.2.2 in the course of proceedings to resolve a grievance, a copy of the confidential material will be provided to the Association in accordance with the provisions of (a) and (b) below.

(a) All confidential material shall be labelled "Confidential." Any materials labelled "Confidential" shall be retained by the Association in an envelope separate from other documents produced in the grievance and may be reviewed only by Association representative(s) directly advising on the grievance.

(b) A Member shall not be shown his/her own confidential material or the confidential material of any other individual which is to be used in the course of proceedings to resolve a grievance, but the Member is entitled to access his/her own letters of reference in accordance with Article 12.2.2.

12.2.4 When confidential material is to be used by the University and/or the Association in the course of the arbitration of a grievance, and where there is a dispute by either Party on the use of or access to the confidential material, the arbitrator(s) shall be supplied with the material and may make use of it as is essential to his/her decision, having due regard to its confidentiality.

12.2.5 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.

12.2.6 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.

12.2.7 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. When 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 13.10, 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 for Sabbatical Leave under 17.1.2 and 17.1.3, 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.

13.2 Professional Teaching Positions:

13.2.1 A limited number of appointments made on or after July 1, 2012, may be designated as Professional Teaching Positions. The primary expectations of Members in these positions will be demonstrated commitment to teaching excellence, educational innovation, scholarship, and service to the University and the academic community. A Professional Teaching Position may be made in:

(a) departments and/or programs that provide instruction in professional fields or in applied knowledge and there is a need for such an appointment in order to enhance the quality of instruction through the non-academic professional experience and expertise of the appointee; and/or

(b) departments and/or programs in which the total number of undergraduate registrations during the previous academic year exceeded 3,000 students

13.2.2 The Vice-President: Academic will authorize a number of Professional Teaching Positions that shall be no greater than 6% of the number of tenure-track and tenured Members as reported annually to the Joint Liaison Committee on October 1.

13.2.3 Qualifications and experience of a Member appointed to a Professional Teaching Position:

(a) for an appointment under 13.2.1(a), a Member shall have a post-graduate degree and/or a professional designation and extensive professional experience. In fields where there is no recognized professional designation, professional experience may substitute for a professional designation;

(b) for an appointment under 13.2.1(b), a Member shall have a post-graduate degree, at least two years (or equivalent), teaching experience in post secondary education, and a demonstrated interest in curriculum development and pedagogy in their academic field.

CATEGORIES OF APPOINTMENT:

13.3 Provisional Appointment:

13.3.1 A Provisional Appointment has a two-year term. During the final year of a Provisional Appointment, the Member is entitled to be considered for a Candidacy Appointment. By September 15 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 under 13.4, and for an extension of the Provisional Appointment under 13.3.3.

13.3.2 For Members in Professional Teaching Positions an in-class peer review shall take place in the second year of their provisional appointment. Such review shall be conducted by the department Chair or delegate. The evaluation shall include at least one visit, and no more than three visits, to the Member’s classes. The scheduling of the class visit(s) shall be by mutual agreement of the Member and the Chair or designate. Such an evaluation shall be in writing, presented to the Member, and copied to the Dean and Member's Official file.

13.3.3 By September 30 of the second year of a Provisional Appointment, a Member may request a one-year extension of the Provisional Appointment. This request shall be made in writing, with a

statement of reasons for the extension, to the Dean, copied to the chair of the relevant Appointment and Promotion Committee. By November 1, the Dean shall inform the Member in writing, copied to the Vice-President: Academic and to the chair of the relevant Appointment and Promotion Committee, whether the request for the extension of the appointment has been granted. Such a request shall not be unreasonably denied. If the request is denied, the Dean shall provide the Member with a written statement of reasons. If the extension is granted, the Dean shall notify the Member of the date and procedures for application for a Candidacy Appointment, pursuant to 13.3.1, by September 15 of the third year of the Provisional Appointment.

13.3.4 If a tenure-track appointment is advertised as requiring an earned doctorate or equivalent terminal qualification, and the appointment is made at the rank of Lecturer, the following conditions apply:

(a) the letter of appointment under 13.14.1 may specify that the completion of the PhD degree or equivalent qualification may be required for the member to receive a Candidacy Appointment;

(b) if the Member has not completed the doctorate or equivalent qualification before the evaluation for a Candidacy Appointment under 13.3.1, the Member may request an extension of the Provisional Appointment under 13.3.3, and the Member shall be granted such an extension;

(c) if the member has submitted his/her doctoral dissertation or equivalent graduating project for examination, but has yet to be examined, when he/she is evaluated for a Candidacy Appointment under 13.3.1, the Member, providing he/she meets the conditions under 13.4.2.8, shall be granted a Candidacy Appointment;

(d) if the Member meets the qualification for promotion from Lecturer to Assistant Professor under 15.7.3 or 15.7.6, and meets the conditions under 13.4.2.8, the Member shall be granted a Candidacy Appointment.

13.4 Candidacy Appointment:

13.4.1 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.

13.4.2 Candidacy Appointment: Procedures and Criteria:

13.4.2.1 To be considered for a Candidacy Appointment, a Member shall apply in writing by November 15 of the final year of a Provisional Appointment. The application shall include a curriculum vitae, teaching dossier as defined in Article 31.6, and other such documentation as the Member considers relevant, and shall be sent to the Department Chair (or equivalent).

13.4.2.2 The Chair (or equivalent) shall forward the application, supporting documentation, and a copy of the Member's Official File to the appropriate Department (or equivalent) Appointment and Promotion Committee by November 25. Constituted in accordance with 13.12.1, and under the procedures set out in 13.12.2, the Committee shall base its recommendation upon the information and documentation provided for in this clause and 13.4.2.1.

13.4.2.3 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 13.4.2.1 and 13.4.2.2, and in accordance with the criterion set out in 13.4.2.8. 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.

13.4.2.4 The Department (or equivalent) Appointment and Promotion Committee, as set out in clauses 13.12.1 and 13.12.2, shall no later than December 15 make a recommendation to the Dean of the Faculty on the granting of a Candidacy Appointment, with a copy to the Member.

13.4.2.5 Upon the receipt of the recommendation pursuant to 13.4.2.4, the Dean shall forward his/her own recommendation along with the recommendation of the Department (or equivalent) Appointment and Promotion Committee to the Vice-President: Academic who shall forward these recommendations and his/her own recommendation to the President.

13.4.2.6 The President shall forward his/her recommendation, and the recommendations received pursuant to 13.4.2.5, to the Board, and the Board shall decide on the appointment.

13.4.2.7 By February 15 in the final 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 notification 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.

13.4.2.8 A Member holding a Provisional Appointment shall be granted a Candidacy Appointment unless the Member has an unsatisfactory record in teaching or scholarship as set out in Article 18.

13.5 Appointment with Tenure:

Initial Appointment with Tenure may be made in accordance with Article 15 of this Agreement.

13.6 Limited Term Appointment:

13.6.1 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 Tenure Appointment if such a position is available.

13.6.2 Limited Term Appointments are 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, expertise, 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.

13.6.3 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. Under 13.6.2 (b) or (c), Members eligible for NSERC research grants may be appointed for thirty-six months.

13.6.4 Limited Term Appointments of Members may be made for a period of six months only for the purposes of replacement of Members on leave under Article 17, or on reduced load under Article 20. When the Dean or designate authorizes the academic unit or sub-unit to search for such a six-month position, the Dean or designate shall inform the Association of the search and of the name of the Member on leave under Article 17, or on reduced load under Article 20.

13.6.5 The provisions of 13.6.4 do not apply to an individual who is offered a limited term appointment, as well as a tenure track appointment with a later start date.

13.6.6 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 13.6.1, 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.

13.6.7 In making Limited Term Appointments, the University shall follow the procedures set out in clauses 13.1, 13.11, and 13.13.

13.6.8 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.

13.6.9 When Limited Term Appointments have been made in a particular subject area under 13.6.2 for four consecutive years, the Department Appointment and Promotion Committee shall meet by December 1 to review the position. If the position fulfills a continuing need in the department curriculum or program, the DAPC shall recommend that the Dean create a tenure-track position in this area. This recommendation shall be forwarded to the Dean who may authorize a tenure-track appointment pursuant to 13.13.1 and 13.13.2.

13.6.10 If a Member is in the third or subsequent year of service in Limited Term Appointment(s), and that position is terminated and advertised as a tenure-track appointment, the Member has the right to apply for the position, and if he/she applies, and has the academic degrees specified in the advertisement, the Member shall be placed on the short-list and be interviewed for the appointment.

13.7 Joint Appointment:

13.7.1 A Joint Appointment is an appointment shared by two Faculty Members of the Bargaining Unit.

13.7.2 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.

13.7.3 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.

13.7.4 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.

13.8 Cross-Appointment:

13.8.1 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.

13.8.2 Initiating a Cross-Appointment:

13.8.2.1 If a current Member wishes to be considered for a cross-appointment and the University agrees, it shall be treated as a transfer under 35.4, and subject to the terms of a cross-appointment under 13.8.3.

13.8.2.2 When the University has approved a new Cross-Appointment, the Department or equivalent Appointment and Promotion Committees of the relevant academic unit or sub-units shall agree upon the academic qualifications and experience for the appointment in accordance with 13.13.2, and shall each make a recommendation to the Dean(s) who shall institute the search. If a search is instituted, the Dean(s) shall strike an Appointment and Promotion Committee in accordance with 13.8.2.3.

13.8.2.3 An Appointment and Promotion Committee for a Cross-Appointment shall have no fewer than five members, and in all other respects shall be constituted in accordance with 13.12. The committee members shall be elected by each Department or equivalent Appointment and Promotion Committee from among its members so that the committee's composition reflects the distribution of the workload of the appointment between the academic units or sub-units. The Committee shall elect its chair from among its members.

13.8.2.4 The Appointment and Promotion Committee shall seek the approval of the respective department- or faculty-in-councils for the rank-ordered list of candidates to be recommended for appointment in accordance with 13.13.9 before the chair of the Committee forwards the list to the Dean under 13.13.10. If one of the academic units or sub-units involved does not approve of the Cross-Appointment, the candidate shall not be cross-appointed to that unit.

13.8.3 Terms of a Cross-Appointment:

13.8.3.1 Before a Member or candidate agrees to a Cross-Appointment, he/she shall meet with the Deans(s), and there shall be an agreement on how the Member's work is to be shared between the academic units or sub-units concerned and which academic unit or sub-unit is to have primary responsibility for the Member in administrative and academic matters. 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.

13.8.3.2 A Member with a Cross-Appointment shall have voice on each department-in-council or equivalent. The Member shall have voting rights in the department-in-council and be eligible for membership in the Department or equivalent Appointment and Promotion Committee of the academic unit or sub-unit which has the primary responsibility for the Member's administrative and academic duties. The other department-in-council may grant the Member voting rights including eligibility to serve on the Department or equivalent Appointment and Promotion Committee.

13.8.3.3 For a Member holding a Cross-Appointment, his/her application for a subsequent Limited Term, or for a Provisional, Candidacy or Tenure Cross-Appointment, or for promotion shall be through an Appointment and Promotion Committee constituted in accordance with 13.8.2.3 above.

13.8.4 The terms and conditions of the Cross-Appointment shall be set out in a letter of appointment in accordance with 13.14. Within 5 days of the receipt of the signed letter of appointment, the Vice-President: Academic shall send a copy to the Association.

13.9 Spousal Appointments:

13.9.1 The Vice-President: Academic may authorize a new position under this article for an academic or a librarian who is the spouse or partner of the following individuals:

a) a candidate who has been recommended for a tenure-track or tenured position, a Continuing Appointment or a position leading to a Continuing Appointment; or

b) a candidate for a senior management position at the University.

13.9.2 When a candidate is being recruited by an external academic institution for a senior role and the external academic institution has agreed to provide the funding for a new limited term position, the decision to authorize a spousal appointment under this clause, 13.9, must be approved by the Joint Liaison Committee.

13.9.3 A spousal appointment under 13.9.1 or 13.9.2 is a non-renewable limited-term appointment to an academic unit or sub-unit for up to three years and shall not replace positions that have been previously approved.

13.9.4 Prior to a spousal appointment being confirmed, the relevant appointment and promotion committee will be supplied with the curriculum vitae and teaching dossier of the spouse or partner. The appointment and promotion committee's recommendation will be given to the Dean or University Librarian who will make a recommendation to the Vice-President: Academic.

13.9.5 Anytime during the limited term appointment under this article, the appointee may apply for an advertised limited term, tenure track or tenured position, a Continuing Appointment or a position leading to a Continuing Appointment. If the appointee has met the academic qualifications and experience for the position, the appointment and promotion committee shall add their name to the short-list.

13.10 Special Academic Ranks:

13.10.1 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 one year or less who normally holds a rank of similar status at another university.

(b) In Residence Appointment (Artist in Residence, Accompanist in Residence, Composer in Residence, Conductor in Residence, Executive in Residence, Social Worker in Residence, Elder in Residence, etc.) is an appointment for a limited period of one year or less of a faculty member who 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.

13.10.2 Appointment to Special Academic Ranks under 13.10.1 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 and provide a copy of the letter of appointment.

13.10.3 If an In Residence Appointment is for a period of more than 12 months, or when the renewal of an In Residence Appointment creates a period of continuous service of more than 12 months, the faculty member shall be a Member of the Bargaining Unit. The terms and conditions of the appointment shall be in accordance with the Collective Agreement except for provisions suitable for the appointment agreed to by the University and the Association in a letter of understanding.

13.10.4 In light of the particular needs of the Faculty of Music, there shall be a Special Academic Rank of Musician in Residence as a Member of the Bargaining Unit. An appointment as a Musician in Residence shall be for a period of longer than 12 months to a maximum of five years. To hold such an appointment, the Member shall have an established record as a musician, and shall be expected to continue his/her artistic and creative activities during the term of the appointment. Consequently, the Member shall not assume a normal teaching load, but will be expected to assist with juries, auditions, student recitals and concerts, and other administrative duties that are part of the Faculty of Music program. The precise terms and conditions of the appointment shall be agreed upon by the individual and the Dean provided they are consistent with the Collective Agreement. The agreed upon terms and conditions of the appointment shall be subject to the approval of the Association prior to the issuance of a letter of appointment under 13.14.

13.11 Equity in Appointments:

The Parties agree to the principles of employment equity, and agree that appointment procedures shall be in accordance with Article 22.

13.12 Department (or equivalent) Appointment and Promotion Committee:

13.12.1 By September 15 of each academic year, each department-in-council, or faculty-in-council in the case of Music, Education, and Social Work, shall elect an Appointment and Promotion Committee. Academic Programs which have Members and which are not organised as a department or faculty (e.g. Cultural Studies, Women's Studies) shall select a Committee in accordance with (h) below. Appointment and Promotion Committees for Laurier Brantford shall be subject to this clause and to 13.12.4 below. The size of the Committee, quorum and method of election shall be determined by each such department-in-council, faculty-in-council, or Program Coordinating Committee 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) a majority of members of a Department (or equivalent) Appointment and Promotion Committee shall hold tenured Appointments;

(d) subject to (a) and (b) above, academic units or sub-units may choose to sit as a committee of the whole;

(e) 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, following consultation with the Association pursuant to 22.3.1 (b). A quorum for the Committee shall not exist unless a tenured female Member is in attendance, as a voting member of the Committee;

(f) to assist with the implementation of University employment policies under Article 22, the following shall apply:

(i) departments or faculties with no female tenured faculty Member, or those recognized as under-represented by gender according to the Employment Equity report under 22.3.2, and which do not have at least two tenured female faculty Members on the Appointment and Promotion Committee, shall select an additional female tenured faculty Member, following consultation with WLUFA pursuant to 22.3.1 (b), to serve as a non-voting member;

(ii) for departments with only one female tenured faculty Member on the Appointment and Promotion Committee, either that Member or the Appointment and Promotion Committee may require that a second female tenured faculty Member be appointed to serve as a non-voting member as described in (i) above;

(iii) by October 15 of each academic year, pursuant to 22.6.1, the University, in consultation with the Association, shall provide a workshop on employment equity policies and procedures for chairs (or designates) of Appointment and Promotion Committees and for Members serving under the terms of (i) and (ii) above.

(g) Departments with fewer than five eligible Members shall choose Members from the academic unit to serve on the Committee;

(h) Committees for Programs shall consist of at least five (5) Members selected from and by

the Program Coordinating Committee; if the Program Coordinating Committee does not include five (5) eligible Members, the Program Coordinating Committee shall select additional Members from cognate disciplines in the academic unit and shall recommend these additional members to the Dean; this recommendation shall be subject to the approval of the Dean, and such approval shall be in writing and sent to the chair of the Program Coordinating Committee;

(i) the Department Chair (or equivalent) shall preside ex-officio over the Appointment and Promotion Committee and shall vote along with the other members of 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;

(j) in non-departmentalized academic units (Education, Music, Social Work, and Laurier Brantford) the Temporary Chair shall preside ex-officio over the Appointment and Promotion Committee and shall vote along with the other members of the Appointment and Promotion Committee;

(k) 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;

(l) a Member applying for a Candidacy Appointment, Tenure, or Promotion to Assistant or Associate Professor shall not serve on the Department (or equivalent) Appointment and Promotion Committee for meetings concerning candidacy appointment, tenure, or promotion applications during the academic year when his/her application is to be considered. Subject to the provisions on conflict of interest pursuant to Article 9, a Member applying for a Candidacy Appointment, Tenure or Promotion to Assistant or Associate Professor 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;

(m) a Member applying for Promotion to Professor shall not serve on the Department (or equivalent) Appointment and Promotion Committee for meetings concerning promotion applications to Professor 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 Promotion to Professor 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.

13.12.2 The Appointment and Promotion Committee shall assess and recommend applicants for Provisional, Candidacy, Tenure and Limited Term Appointments, including applications for Joint or Cross Appointments, and candidates for promotion in rank. The Committee shall adhere to the procedures set out in 13.4, 13.13 and 15.4, as applicable, and to the principles and procedures on Employment Equity in Article 22.

(a) In fulfilling its responsibilities pursuant to Article 13.4, recommendations for Candidacy Appointment, and Article 15: Promotion and Tenure, the Appointment and Promotion Committee shall follow the voting procedures below:

- all voting members present at the meeting shall vote on any recommendation;
- all voters shall vote yea or nay;
- a secret ballot shall be used;
- the recommendation shall be framed in the affirmative;
- the Committee's recommendation shall be determined by a simple majority vote, and failure to obtain a majority on any motion results in the defeat of the motion;

- the ballots shall be the official record of the vote and shall not be destroyed until a final decision is made.

(b) In matters not set out in this Agreement, the Appointment and Promotion Committee shall determine its own procedures, 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.

13.12.3 When a Member has applied for a Provisional, Candidacy, or Limited Term Appointment, the Chair or Dean, as appropriate, shall request a copy of the Member's Official File. The Official File shall be forwarded to the relevant Appointment and Promotion Committee as part of the applicant's documentation.

13.12.4 Appointment and Promotion Committees for Laurier Brantford:

13.12.4.1 Subject to 13.12.1 and 13.12.2, there shall be a Laurier Brantford Appointment and Promotion (LBAP) Committee as per 13.12.4.2, and Brantford Program Appointment Committee(s) as per 13.12.4.5 for searches and recommendations under 13.13. The procedures of these committees shall be in accordance with 13.12.1 and 13.12.2, except as modified under this clause 13.12.4.

13.12.4.2 Constituted in accordance with 13.12.1, the Laurier Brantford Appointment and Promotion (LBAP) Committee shall have the following seven (7) voting members:

(a) in accordance with 13.12.1 (j) the Laurier Brantford faculty-in-council shall elect a Temporary Chair to chair the committee;

(b) three tenured Members elected from and by the Laurier Brantford faculty-in-council with no more than two elected members from the same Program; two alternate tenured Members shall be elected from and by the Laurier Brantford faculty-in-council to act as a replacement if one or more of the three tenured Members serves as Program Coordinator under (c) below, or as a representative of the Member's discipline under (d) below;

(c) one Program Coordinator of the Program identified in the Member's application;

(d) two Members from the applicant's discipline in accordance with 13.12.4.4. If two Members in the identified discipline at Laurier Brantford are not available, a Member or Members in a cognate discipline at Laurier Brantford may be appointed. If one or more Member(s) at Laurier Brantford is not available, a Member(s) from the discipline or a cognate discipline from another academic unit shall be appointed.

The election by the Laurier Brantford faculty-in-council for the positions of Temporary Chair and tenured members of the LBAP Committee in (a) and (b) above shall occur prior to September 15. The appointment for the committee positions under (d) above shall be made by the Temporary Chair upon the recommendations of the LBAP Committee constituted by the Temporary Chair, the three tenured Members under (b), and the Program Coordinator under (c). No Member shall serve under (d) without his/her consent.

13.12.4.3 The assessment of candidates and recommendations for Candidacy Appointments, Tenure and Promotion in rank shall be made by the LBAP Committee meeting as a committee of the whole.

13.12.4.4 In his/her application, the Member shall identify the Program and the appropriate discipline for the assessment of the application. The Member shall be informed of the membership of the LBAP Committee when it is constituted for the review of the Member's application. If the Member is of the opinion that the LBAP Committee does not meet the provisions for representation of the discipline or cognate discipline under 13.12.4.2 (d), the Member shall inform the Temporary Chair.

13.12.4.5 Each Laurier Brantford program shall have a Brantford Program Appointment Committee (BPAC) chaired by the Program Coordinator for undertaking searches and recommendations on initial appointments under 13.13. The membership in the BPAC shall be in accordance with 13.12.1 and 13.12.2. A member of a Program is a Member who teaches courses in the Program. If additional members of a BPAC are needed under 13.12.1(h), they shall be elected by the Laurier Brantford faculty-in-council. Under 13.13.9 and 13.13.10, the BPAC shall make its recommendations to the Laurier Brantford faculty-in-council.

13.12.4.6 Where an advertisement for an initial appointment in a Laurier Brantford program includes the teaching of one or more courses offered by a department or program in the Faculties of Arts, Education, Music, Science, Social Work or the School of Business and Economics, the Brantford Program Appointment Committee, constituted under 13.12.4.5, shall send a copy of the advertisement and the application files of the candidates on the Committee's proposed short-list for interview for review by the Department Chair or Program Coordinator of the relevant department or program. Within 5 days of the receipt of these applications, the Department Chair or Program Coordinator shall inform the BPAC chair in writing, copied to the Dean of Laurier Brantford, whether each selected candidate meets the qualifications for the position. If the chair of BPAC has not received a response within 7 days of forwarding the application, the BPAC chair shall contact the Department Chair or Program Coordinator by phone or e-mail. If no response is forthcoming within 24 hours of this enquiry, the BPAC may proceed to recommend to the Dean the short-list for interview.

13.12.4.7 Where a recommendation of a Candidacy Appointment for a Member whose teaching includes one or more Business courses, or course(s) substantially similar to course(s) taught in the Department of Business, the Laurier Brantford Appointment and Promotion Committee shall forward its recommendation and the file of the recommended candidate to the chair of the Business Department Appointment and Promotion (BDAP) Committee. Within 5 days of the receipt of this information, the chair of BDAP shall provide a written statement on the qualifications of the candidate to the chair of the LBAP Committee. Upon receipt of this statement, the LBAP Committee chair shall forward the recommendation to the Dean. If the chair of the LBAP Committee has not received a response within 7 days of forwarding the application, the LBAP Committee chair shall contact the chair of the BDAP Committee by phone or e-mail. If no response is forthcoming within 24 hours of this enquiry, the chair of the LBAP Committee may proceed to recommend the candidate to the Dean of Laurier Brantford.

13.12.4.8 Members from academic units other than Laurier Brantford who participate in the Laurier Brantford Appointment and Promotion Committee(s), as provided for under 13.12.4.2 (d), shall be reimbursed for expenses for travel to and from Laurier Brantford in accordance with 38.4.

13.12.5 Appointment and Promotion Committees for the Department of Business:

13.12.5.1 In the Department of Business, there shall be an Appointment Committee for each Area and a Department of Business Appointment and Promotion Committee. The membership and the procedures of the BDAP Committee and the Area Appointment Committees shall be in accordance with 13.12.1 and 13.12.2 above, subject to the following:

(a) Area Appointment Committees shall be responsible for recommending the academic qualifications and experience for positions pursuant to 13.13.2, and for conducting searches and recommending appointments in accordance with 13.13, except that under 13.13.9 and 13.13.10 the BDAP Committee shall serve as the department-in-council;

(b) the BDAP Committee shall be responsible for recommendations on Candidacy Appointments, Tenure and Promotion;

(c) the BDAP Committee shall be chaired by the Associate Dean and shall have one representative from each Area as a permanent member of the committee for the contract year. When a Member's application for a Candidacy Appointment, Tenure or Promotion comes before BDAP, there shall be two additional voting representatives from the Member's Area on the Committee. By September 15 of each academic year, each Area shall elect the Area's permanent member and the two other members for service on the

BDAP Committee. One of the three Area representatives shall be the Area Head. The Area Head shall be responsible for presenting the Member's application to the committee.

13.13 Initiating and Recommending Appointments:

13.13.1 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.

13.13.2 When it has been determined by the Dean that an appointment is to be made in a Department or Faculty or Program, 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.

13.13.3 Appointments of Members shall be made only after the University has advertised the positions internally by a posting in the academic sub-unit and on the University's web-page, and externally in appropriate publications which shall include University Affairs and the CAUT Bulletin so far as publication schedules and policies permit. When the deadlines for applications for posted positions require it, advertisements in these and other external publications may be made through on-line postings only.

13.13.4 Where appointments must be made urgently, i.e., within one month of the commencement of the academic term for sound academic reasons, exceptions to 13.13.3 may be authorized by the Vice-President: Academic upon the recommendation of 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.

13.13.5 When a Limited Term Appointment is to be made under 13.6.2 and there is a fully qualified candidate currently in the employ of the University, the Department and Dean may recommend an appointment without a search to the Vice-President: Academic. Both the Dean and the Vice-President: Academic shall consider and make recommendations on a case by case basis according to the qualifications of the individual candidate. When the Vice-President: Academic denies such an appointment, he/she shall inform the Dean and Department in writing giving reasons for the decision, copied to the Association. If the Vice-President: Academic authorizes the appointment without a search, he/she shall, within 10 working days of receiving a signed Letter of Appointment, inform the Association in writing giving reasons for this exception to 13.13.3.

13.13.6 In exceptional circumstances, where there is a fully qualified Member on a Limited Term Appointment currently in the employ of the University, the Department and Dean may recommend a tenure-track appointment without a search to the Vice-President: Academic. Both the Dean and the Vice-President: Academic shall consider and make recommendations on a case by case basis according to the qualifications of the individual candidate. When the Vice-President: Academic denies such an appointment, he/she shall inform the Dean and Department in writing giving reasons for the decision, copied to the Association. If the Vice President: Academic authorizes the appointment without a search, he/she shall, within 10 working days, of receiving a signed Letter of Appointment, inform the Association in writing giving reasons for this exception to 13.13.3. If a search is undertaken, the Member shall be placed on the short-list and interviewed for the appointment.

13.13.7 Under the direction of the chair of the Department (or equivalent) Appointment and Promotion Committee, the appointment process shall follow the guidelines for fairness and equity in appointments set out in the letter of understanding of May 28, 2009. 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.

13.13.8 On or before the date of an interview with a candidate, the Chair shall provide the candidate with a WLUFA information pamphlet for new appointees. Copies of this pamphlet will be supplied by the Association.

13.13.9 The Appointment and Promotion Committee shall recommend to a formal meeting of the faculty-in-council for Education, Social Work, Music and Laurier Brantford, or departments-in-council or Coordinating Committees in other Faculties, a rank-ordered list of candidates recommended for appointment.

13.13.10 In departmentalized faculties, the Department Chair or Program Coordinator shall forward to the Dean a rank-ordered list of candidates recommended for appointment, approved by the department-in-council or Coordinating Committee, together with his/her own recommendation. In non-departmentalized academic units, the recommendation to the Dean shall be made by the faculty-in-council chaired by the Temporary Chair. The recommendation to the Dean shall include a summary of the assessment made on the character and quality of the degrees held, the record of teaching, and the scholarly, creative or professional work of the candidates on the list. 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.

13.13.11 Upon the receipt of the recommendation pursuant to 13.13.10, the Dean shall forward his/her own recommendation, along with the recommendation of the Department or Program or Faculty, to the Vice-President: Academic who shall forward these recommendations and his/her own recommendation to the President.

13.13.12 The President shall forward his/her recommendation, and the recommendations received pursuant to 13.13.11, to the Board, and the Board shall decide on the appointment.

13.14 Letter of Appointment:

13.14.1 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 for Sabbatical Leave, and credited years in rank, if any, pursuant to 13.1.3;

(g) duration of appointment period, where applicable;

(h) assigned teaching load pursuant to 18.2.4, and the teaching workload norm of the academic unit or sub-unit pursuant to 18.2.1.1;

(i) pursuant to 17.9.1.3, the Member's vacation entitlement upon appointment;

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

(k) a statement that the Wilfrid Laurier University Faculty Association is the sole and exclusive bargaining agent for full-time Faculty Members;

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

13.14.2 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 for Librarians' Academic and Professional Leave under 17.3.1 and 17.3.2, 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. A copy of this notification shall be sent to the Association. 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 three-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, as set out under 16.6.3, 16.6.4, or 16.6.5, as appropriate, shall 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 follow the procedures set out in Article 21: Administration of Academic Sub-units.

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 When a Limited Term Appointment(s) has been made under 14.6.2 for three consecutive years, the Librarians' Appointment and Promotion Committee shall meet to review the position. If the position fulfills a continuing need, the LAP Committee shall recommend to the University Librarian that the University Librarian create a Provisional, Candidacy or Continuing Appointment. This recommendation shall be forwarded to the University Librarian, and the University Librarian may authorize a Provisional, Candidacy or Continuing Appointment.

14.6.7 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.

14.6.8 A Member who is serving his/her second or subsequent 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 a Provisional, Candidacy or Continuing appointment will be created. The Member has the right to apply for the position and, if he/she has the appropriate academic qualifications and professional experience specified in the advertisement, the Member shall be placed on the short-list and be interviewed for the appointment.

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.

14.7.2.2 Initiating a Cross-Appointment:

14.7.2.2.1 If a current Member wishes to be considered for a Cross-Appointment and the University agrees, it shall be treated as a transfer under 35.4, and subject to the terms of a cross-appointment under 14.7.2.3.

14.7.2.2.2 When the University has approved a new Cross-Appointment, the LAP Committee and the DAP Committee, or equivalent, of the academic sub-unit shall agree upon the academic qualifications and experience for the appointment in accordance with 14.9.2 and 13.13.2, and shall each make a recommendation to the University Librarian and the Dean who shall institute the search. If a search is instituted, the University Librarian and Dean shall strike an Appointment and Promotion Committee in accordance with 13.8.2.3 and 14.7.2.2.3, and the search shall be conducted in accordance with 13.13 and 14.9.

14.7.2.2.3 An Appointment and Promotion Committee for a Cross-Appointment shall have no fewer than five members. The committee members shall be elected by the LAP Committee and the DAP Committee, or equivalent, from among its members so that the committee's composition reflects the distribution of the workload of the appointment between the academic units or sub-units. The Committee shall elect its chair from among its members. In all other respects, it shall be constituted in accordance with 13.12 and 14.8.

14.7.2.2.4 The Appointment and Promotion Committee shall seek the approval of the respective faculty-in-council or department-in-council, or equivalent, and the LAP Committee for the rank-ordered list of candidates to be recommended for appointment in accordance with 13.13.7 and 14.9.10 before the chair of the Committee forwards the list to the Dean and University Librarian under 13.13.10 and 14.9.11. If one of the academic units or sub-units involved does not approve of the Cross-Appointment, the candidate shall not be cross-appointed to that unit.

14.7.2.3 Terms of a Cross-Appointment:

14.7.2.3.1 Before a Member or candidate agrees to a Cross-Appointment, he/she shall meet with the University Librarian and the Dean, and there shall be an agreement on how the Member's work is to be shared between the academic units or sub-units concerned and which academic unit or sub-unit is to have primary responsibility for the Member in administrative and academic matters. 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.

14.7.2.3.2 A Member with a Cross-Appointment shall have voice on the librarians-in-council and on the department-in-council, or equivalent, and shall have voting rights and eligibility for membership in the LAP or DAP Committee or equivalent of the academic unit or sub-unit which has the primary responsibility for the Member's administrative and academic duties. The other department- or librarian-in-council may grant the Member voting rights including eligibility to serve on the LAP or DAP Committee, or equivalent.

14.7.2.3.3 For a Member holding a Cross-Appointment, his/her application for a subsequent Limited Term, or for a Provisional, Candidacy or Tenured/Continuing Cross-Appointment, or for promotion, shall be through an Appointment and Promotion Committee constituted in accordance with 14.7.2.2.3 above.

14.7.2.4 The terms and conditions of the Cross-Appointment shall be set out in a letter of appointment in accordance with 13.14 and 14.10. Within 5 days of the receipt of the signed letter of appointment, the Vice-President: Academic shall send a copy 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 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, Joint or Cross Appointments and Department Head Appointments and their renewal under 21.6, 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.

(a) In fulfilling these responsibilities, the LAP Committee shall follow the voting procedures below:

- all members present at the meeting shall vote on any recommendation;
- all voters shall vote yea or nay;
- a secret ballot shall be used;
- the recommendation shall be framed in the affirmative;
- the Committee's recommendation shall be determined by a simple majority vote, and failure to obtain a majority on any motion results in the defeat of the motion;
- the ballots shall be the official record of the vote and shall not be destroyed until a final decision is made.

(b) In matters not set out in this Agreement, the Committee shall determine its own procedures, and these procedures along with a list of Committee members shall be communicated in writing to the University Librarian and the Association by September 15 of each year.

14.8.3 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 Appointments of Members shall be made only after the University has advertised the positions internally by a posting in the academic unit and on the University's web-page, and externally in appropriate publications which shall include CAUT Bulletin and the Canadian Library Association's Feliciter so far as publication schedules and policies permit. When the deadlines for applications for posted positions require it, advertisements in these and other external publications may be made through on-line postings only.

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 Within 15 days of the posted application deadline, the LAP Committee shall meet to review the applications. When a Librarian Member applies for a position, the University Librarian shall request a copy of the Member's Official File, which shall be forwarded to the Chair of the LAP Committee as part of the applicant's documentation within 10 days of the posted application deadline.

14.9.7 Where appointments must be made urgently for sound academic reasons, exceptions to 14.9.4 may be authorized by the Vice-President: Academic upon the recommendation of the LAP Committee and the University Librarian. When this exceptional practice is authorized, the Vice-President: Academic shall, within 5 days, inform the Association in writing giving reasons for the exception.

14.9.8 In exceptional circumstances, where there is a fully qualified Librarian Member on a Limited Term Appointment currently in the employ of the University, the LAP Committee and University Librarian may recommend a Provisional, Candidacy or Continuing Appointment without a search to the Vice-President: Academic. Both the University Librarian and the Vice-President: Academic shall consider and make recommendations on a case by case basis according to the qualifications of the individual candidate. When the Vice-President: Academic denies such an appointment, he/she shall inform the University Librarian and LAP Committee in writing giving reasons for the decision, copied to the Association. In If the Vice-President: Academic authorizes the appointment without a search, he/she shall, within 10 working days, of receiving a signed Letter of Appointment, inform the Association in writing giving reasons for this exception to 14.9.4. If a search is undertaken, the Member shall be placed on the short-list and interviewed for the appointment.

14.9.9 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.

14.9.10 Under the direction of the Chair of the LAP Committee the appointment process shall follow the guidelines for fairness and equity in appointments set out in the letter of understanding of May 28,

2009. 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.

14.9.11 The LAP Committee shall submit its recommendation of a rank-ordered short list of candidates to the University Librarian, which shall include a summary of the assessment made on the character and quality of the degrees held and the record of professional and other relevant experience. The University Librarian 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.

14.9.12 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 for Librarians' Academic and Professional Leave, and credited years in rank, if any, pursuant to 14.1.4;

(g) duration of probationary period, where applicable;

(h) date at which renewal and/or Continuing Appointment proceedings may commence, where applicable;

(i) pursuant to 17.9.1.3, the Member's vacation entitlement upon appointment;

(j) 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;

(k) a statement that the Wilfrid Laurier University Faculty Association is the sole and exclusive bargaining agent for full-time Librarian Members;

(l) 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 program redundancy as provided for under Article 23 or of financial exigency 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 Board 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 promotions under 15.7.3 and 15.7.7, 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 promotions under 15.7.3 and 15.7.7, 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 13.4, 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 Committee 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, a teaching dossier as described under 31.6, and such other documentation as the Member considers as evidence of fulfilment of the criteria. A Member applying for tenure does not need to file a separate application for promotion to Associate Professor. 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 File 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 13.12.1, the Committee shall base its recommendation upon the information and documentation provided for in clauses 15.4.1 and 15.4.2.

15.4.2.1 For Members in a Professional Teaching Position an in-class peer review shall take place in the year prior to applying for tenure. Such review shall be conducted by the department Chair or delegate. The evaluation shall include at least one visit, and not more than three visits to the Member's classes. The scheduling of the class visit(s) shall be by mutual agreement of the Member and the Chair or designate. Such an evaluation shall be in writing, presented to the Member, and copied to the Dean and the Member's Official file.

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) external referees who are recognized experts in the candidate's field of scholarly activity and who are able to conduct an arms-length assessment of the candidate's work. If referees hold an academic post at another university, they shall hold the rank of Professor (or equivalent). Two (2) of the referees shall be chosen from a list furnished by the candidate at the time of application for promotion to Professor. The candidate shall be informed of the names of referees selected and, if he/she has concerns about the referee not on the candidate's list, the candidate may add a written statement about those concerns to the application file. Letters requesting an assessment of the candidate shall be in accordance with the model letter attached as Appendix G, including confirmation by the assessor that he/she can conduct an arms-length assessment.

(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 File.

15.4.5 The Member shall be informed of the Appointment and Promotion Committee's recommendation by the same date that the recommendation is forwarded to the Senate Committee (specified in 15.6.6), 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 seven (7) voting members and Vice-President: Research as a non-voting member. The voting members are: the Vice-President: Academic, who shall chair the committee; the Dean of the Member's academic unit; and five (5) tenured Faculty Members to be elected for two-year terms by the University Faculty Council. An academic unit shall have no more than one elected Faculty Member on the Committee. 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.

Pursuant to 22.3.4 (b), the Committee shall also include one non-voting member as an employment equity representative.

When the Vice-President: Academic is unable to carry out Committee responsibilities, the President shall designate a replacement. The Dean, Faculty of Graduate Studies shall serve as an alternate when the Vice-President: Research is unable to carry out the required Committee responsibilities.

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 on 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 seven (7) voting members shall vote on any application.

(b) All voters shall vote yea or nay.

(c) A 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.

15.5.8 In accordance with Article 9.4(d), Senate Promotion and Tenure Committee Members 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.

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 and this 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 to Professor
Member's Application	September 15	November 1
Department Committee recommendation to Senate Committee	October 15	March 15
Senate Committee to faculty member	November 15	May 15
Senate Committee to President	November 15	May 15
Board decision	December 15	June 1
* refers to promotion for 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. Such considerations in the assessment of candidates include the principle of equity in tenure and promotion as set out in 22.3.4. Requirements for tenure and/or promotion of a Member who has taken a leave under the provisions of 32.1, 32.3, or 32.5, or extended an appointment under the provisions of 32.6.3, are the same as for a Member who has not done so.

(a) Teaching:

A 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 including contributions to the development of curriculum and programs of study within a Member's academic unit or sub-unit. Teaching performance which is superior to the necessary requirement counts additionally in the candidate's favour.

(b) Scholarship:

A 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 and/or presentations in a credible professional forum including the publication and/or airing of research-dependent works of Journalism in a credible journalistic forum;

(iv) scholarship in teaching, including research, publications and academic presentations or workshops on teaching within universities and/or scholarly disciplines;

(v) publications, including textbooks and case studies, which may not result from original research but which constitute valuable or creditable additions to the discipline.

(vi) 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 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 directly from the institution on the institution's letterhead or under seal that said degree has been or will be conferred, and will receive a Promotion Increment in accordance with 30.5.

15.7.4 With the exception of 15.7.5 below, 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 demonstrated by presentation or publication in a credible academic, artistic or professional 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 For a Member with a Professional Teaching Position under 13.2, 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, including in-class peer reviews as per articles 13.3.2 and 15.4.2.1;

(b) a satisfactory record of scholarly activity and achievement, or creative work in the performing and fine arts, and professional activity normally to be demonstrated by presentation or publication in a credible academic, artistic or professional forum; as listed under 15.7.2(b), and with appropriate weighting of activities under 15.7.2 (b)(iii) and 15.7.2(b)(iv);

(c) a satisfactory record of academic, professional and university community service.

An exceptional record of (a) and (c) above may be used to lessen the standard usually applied to criteria under (b).

15.7.6 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.

15.7.7 The criteria for promotion to Associate Professor are the same as those for granting tenure. Consequently, when a Member holding the rank of Assistant Professor is granted tenure, the individual shall be promoted to the rank of Associate Professor. However, promotion to the rank of Associate Professor does not result in the granting of tenure.

15.7.8 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.

15.7.9 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 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 is unable to carry out required Committee responsibilities, or has a declared 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, 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 Candidacy 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 not less than 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 not less than 4 years of service in the rank of Librarian II including credit for years in rank under 14.1.4, with at least two years of service with the University.

16.3.6 Librarian Members holding the rank of Librarian III shall be eligible for promotion to the rank of Librarian IV after having not less than 6 years of service in the rank of Librarian III including credit for years in rank under 14.1.4, with at least two years of service with the University.

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 16.1.3, 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.

16.4.3 The University Librarians' Continuing Appointment and Promotion Committee shall not consider a Member's application for a Continuing Appointment unless he/she has received a Candidacy appointment, except as provided in 16.4.2. The normal time for consideration for a Continuing Appointment is during the third year of a Candidacy appointment, but a Member is entitled to be considered for a Continuing Appointment during any year of his/her Candidacy Appointment. The Member who chooses to be considered for a Continuing Appointment prior to the final year of his/her Candidacy Appointment shall not be required to adduce qualifications beyond those normally considered appropriate for a Continuing appointment, nor shall the ULCAP Committee lower its standards to accommodate such a candidate. A Member initiates the procedure towards early consideration for a Continuing Appointment in accordance with 16.5.2.

16.4.4 A Member holding a Candidacy Appointment may apply and be considered for a Continuing Appointment only once.

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 University Librarian shall initiate the process by notifying the Member, the LAP Committee, the Vice-President: Academic 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 10 working days of receipt of the application for Continuing Appointment or promotion, the University Librarian shall forward to the Chair of 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 16.5.7, to consider all applications for Continuing Appointment and/or promotion.

16.5.4 For the assessment of each application for Continuing Appointment or promotion to the rank of Librarian III or Librarian IV, the LAP Committee shall select an external member who shall be a voting member of the Committee. This external member shall be a qualified professional librarian, not in the employ of the University. The external member shall be informed in writing of the criteria for a Continuing appointment or promotion, as appropriate, and provided with a copy of the Collective Agreement.

16.5.5 A recommendation for promotion from Librarian III to Librarian IV usually requires that a Member's scholarly and/or professional achievements be of sufficient significance to be recognized outside of, as well as within, the University.

(a) Accordingly, the LAP Committee shall solicit written appraisals of the candidate's scholarly and/or professional achievements from three (3) external referees who shall be professional librarians holding the rank of Librarian IV (or equivalent) and who are able to conduct an arms-length assessment of the candidate's work. Two (2) referees shall be

chosen from a list furnished by the candidate at the time of application for promotion to Librarian IV. The candidate shall be informed of the names of referees selected, and if he/she has concerns about the referee not on the candidate's list, the candidate may add a written statement about those concerns to the application file. Letters requesting an assessment of the candidate shall be in accordance with the model letter attached as Appendix G, including confirmation by the assessor that he/she can conduct an arms-length assessment.

(b) Within 10 working days of the receipt of the application, the LAP Committee Chair shall have confirmed the availability of the 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 with 4 weeks. Upon receipt, the references shall be placed in the confidential portion of the Member's Official File and a copy provided to the LAP Committee as part of the supporting documentation to be considered.

16.5.6 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.

16.5.7 Within 5 working days of taking a vote, and no later than 60 days (for applicants for promotion to Librarian IV) or no later than 30 days (for all other applicants) 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.

16.5.8 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 16.5.6 and 16.5.7, to the Vice-President: Academic, the chair of the ULCAP Committee.

16.5.9 Within 10 working days of its receipt, the Vice-President: Academic shall forward to members of the ULCAP Committee the recommendation of the LAP Committee, and shall make available to committee members the supporting documentation under 16.5.2 and 16.5.8, 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.

16.5.10 The Chair of the LAP Committee shall be present for the ULCAP Committee's discussion and shall provide any further information the Committee deems necessary to make a recommendation.

16.5.11 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.

16.5.12 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.

16.5.13 Voting:

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

(b) All seven (7) voters shall vote yea or nay.

(c) A secret ballot shall be used.

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

(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 Continuing Appointment.

16.5.14 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.

16.5.15 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 16.5.7, and the ULCAP Committee's recommendation, as described in 16.5.14. 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.

16.5.16

(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 16.5.16 shall be subject to the grievance and arbitration procedures set forth in Article 27 of this Agreement.

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

16.5.18

(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) As an 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 16.5.17 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. Requirements for Continuing Appointment and/or promotion of a Member who has taken a leave under the provisions of 32.1, 32.3, or 32.5, or extended an appointment under the provisions of 32.6.3, are the same as for a Member who has not done so.

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. Any deferral of a Sabbatical Leave shall be subject to 17.1.4 and 17.1.10.

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 Appointment at the University as a Faculty Member, or as an employee identified in 3.1.2(a), unless a leave is negotiated as part of administrative service;

(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 Appointment to the University, and stated in the Member's letter of appointment;

(d) credit for service as Chair of a Department pursuant to 21.4.3.1.

17.1.4 A Member retains any credited academic service time under 17.1.3 in excess of the requirements under 17.1.2, and may apply it to the service period required for a subsequent Sabbatical Leave. The scheduling of leaves shall be in accordance with 17.1.2.

17.1.5 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.

17.1.6 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 purposes of the proposed leave and the scholarly, creative or professional activities to be undertaken during the leave, its potential benefit to the Faculty Member and to the University, and the location of the proposed project or projects;

(c) a curriculum vitae;

(d) any other information the Faculty Member wishes to provide.

17.1.7 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.

17.1.8 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, including the report filed after the previous sabbatical leave under 17.2.11, if applicable;

(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.

17.1.9 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.

17.1.10 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.

17.1.11 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.

17.1.12 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 17.1.6.

17.2 Sabbatical Leave: Salary and Benefits:

17.2.1 Salaries for Members on Sabbatical Leave:

(a) a Faculty Member with a tenure-track appointment, and who has not had a twelve-month Sabbatical Leave in previous employment at a university, shall receive 100% of his/her Reference Salary for a twelve-month Sabbatical Leave after an initial 6 years of full-time credited years of service;

(b) a Faculty Member who does not come under the terms of (a) above shall receive 85% of his/her Reference Salary for a twelve-month Sabbatical Leave or a six-month leave after 3 years of service, or 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 18.6.

(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, a Faculty Member and the University shall pay any applicable premiums under Article 28: Benefits and pension contributions under Article 29: Pensions on the basis of the Member's Reference Salary.

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 administrative 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 When the scholarly or creative purposes and activities of the proposed Sabbatical Leave will change as a result of a Member serving on an external research granting agency or equivalent scholarly and professional organization during the period of a Sabbatical Leave, a Member may apply for a course remission under University guidelines and if approved, the Member may bank the course under 18.2.4.9. Such a request shall not be unreasonably denied.

17.2.7 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. A request to cancel or delay a Sabbatical Leave by a Faculty Member shall be made in writing to the Dean of the Member's Faculty and copied to the Chair of the department or academic sub-unit and the Vice-President: Academic. All requests to cancel or delay a Sabbatical Leave shall be made by the Faculty Member as soon as reasonably possible. Such requests shall not be unreasonably denied.

17.2.8 Where office space permits, a Faculty Member may retain his/her assigned office for the period of a Sabbatical Leave, unless the said leave takes the Faculty Member away from the University. If a department or academic unit does not have sufficient office space to permit a Member to retain his/her assigned office for the period of the Sabbatical Leave, a request for the Member to vacate his/her office will be made in writing by the Dean or his/her designate to the Member. This request shall be made no later than May 1 for a leave commencing July 1, and no later than November 1 for a leave commencing January 1. The Member shall be issued with a T2200 tax form for the calendar years of the Sabbatical Leave. 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 administrative 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 80 days following the conclusion of the Faculty Member's Sabbatical Leave.

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 Librarian Members are entitled to apply for Academic and Professional Leave, and are eligible to be on Academic and Professional Leave after the following periods of service. A Librarian Member first becomes eligible for a twelve-month or a six-month Academic and Professional Leave after six years of full-time credited academic service at the University, including credited years of service upon appointment. Thereafter, a Librarian Member becomes eligible for a twelve-month Academic and Professional Leave after the completion of 6 years of full-time credited service at the University since the end of the last Academic and Professional Leave, or a six-month Academic and Professional Leave after the completion of 3 years of full-time credited service at the University since the end of the last Academic and Professional Leave. The scheduling of leaves shall be subject to agreement between the Librarian Member and the University Librarian.

17.3.3 For the purposes of Librarians' Academic and Professional Leaves and pursuant to 17.3.2, full-time credited academic service means:

(a) the Librarian Member's time of employment in a Provisional, Candidacy or Continuing Appointment at the University as a Librarian, or as an employee identified in 3.1.2(a), unless a leave is negotiated as part of administrative service;

(b) the Librarian 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 Librarian Member at the time of appointment to the first of a Provisional, Candidacy or Continuing Appointment to the University, and stated in the Member's letter of appointment.

17.3.4 A Librarian Member retains any credited academic service time under 17.3.3 in excess of the requirements under 17.3.2, and may apply it to the service period required for a subsequent Academic and Professional Leave. The scheduling of leaves shall be in accordance with 17.3.2.

17.3.5 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. Any deferral of a Member's Academic and Professional Leave shall be subject to 17.3.4 and 17.3.12.

17.3.6 If all or part of the work of a Librarian Member on leave is reassigned, the workload of the Member(s) undertaking the reassigned duties shall be consistent with 19.1.6, 19.1.7 and 19.2.

17.3.7 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.

17.3.8 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) a curriculum vitae;

(e) disclosure of any employment relationship which the applicant anticipates taking or entering into during the leave period;

(f) any other information the applicant wishes to have considered.

17.3.9 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.

17.3.10 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 recommendation as to whether or not the proposed Academic and Professional Leave should be granted.

17.3.11 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 17.3.10; and the Librarian Member's Official File including the report filed after the previous academic and professional leave under 17.3.22, if applicable;

(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.

17.3.12 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 17.3.5, 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 17.3.2.

17.3.13 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.

17.3.14 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. A request to cancel or delay an Academic and Professional Leave by a Librarian Member shall be made in writing to the University Librarian and copied to the Vice-President: Academic. All requests to cancel or delay an Academic and Professional Leave shall be made by the Librarian Member as soon as reasonably possible. Such requests shall not be unreasonably denied.

17.3.15 A Librarian Member on Academic and Professional Leave shall receive 100% of his/her Reference Salary for a twelve-month Academic and Professional Leave after an initial 6 years of full-time credited years of service. Thereafter, a Librarian Member on Academic and Professional Leave shall receive 85% of his/her Reference Salary for a twelve-month Academic and Professional Leave or a six-month leave after 3 years of service, or 100% of his/her Reference Salary for a six-month leave after 6 years of full-time credited service.

17.3.16 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 administrative 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.

17.3.17 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.

17.3.18 While on Academic and Professional Leave, Librarian Members and the University shall pay any applicable premiums under Article 28: Benefits, and pension contributions under Article 29: Pensions on the basis of the Member's Reference Salary.

17.3.19 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.

17.3.20 An Academic and Professional Leave shall not interfere with a Librarian Member's advancement towards promotion.

17.3.21 During an Academic and Professional Leave, a Librarian Member is entitled to the usual level of support services.

17.3.22 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.

17.3.23 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.

17.3.24 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 enroll 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.

17.3.25 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 benefit 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, e-mail or fax, 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.

17.4.4 Compassionate Care Leave:

(a) Members who care for a terminally ill family member under the terms of the Employment Insurance Act and who apply and are approved for EI benefits are eligible for a supplementary employment benefit as follows: a Member shall receive 100% of his/her Reference Salary for two weeks, and for the period up to a maximum of 6 additional weeks, the Member shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's Reference Salary.

(b) To receive the supplementary employment benefit in 17.4.4, the Member shall supply the University with proof of application to the Employment Insurance Commission, and the payment of the supplementary employment benefit shall be in accordance with 32.2.2

17.5 Personal Leave:

17.5.1 Members are entitled to a Personal Leave without loss of compensation and benefits for up to three (3) working days per year to attend to urgent or critical health or other needs of a member of their immediate family. Such needs include, but are not limited to:

(a) elder care for infirm parents;

(b) travel and preparation for the placement of an adopted child into the Member's Care and custody;

(c) illness and care for an immediate family member in addition to Compassionate Leave under 17.4.1.

17.5.2 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, e-mail or fax when it is not reasonable to otherwise discuss the matter with the Department Chair or equivalent in person. The University may require documentation from a medical doctor, placement notice from an adoption agency, or other equivalent appropriate documentation when considering a request for Personal Leave.

17.5.3 Personal leave with full pay and benefits for periods longer than 3 days and up to one month may be granted by the Dean, University Librarian or equivalent administrative officer subject to arrangements being made for completion of a Member's work at no additional cost to the University. Such request shall not be unreasonably denied.

17.6 Court Leave:

17.6.1 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.

17.6.2 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.

17.7 Sick Leave:

17.7.1 General:

17.7.1.1 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.

17.7.1.2 If the cause of absence from work is illness or accident compensable under the Workplace Safety Insurance Act, or any successor legislation, 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 Workplace Safety Insurance Act. If the Member applies but does not receive compensation under the provisions of the legislation, the provisions of 17.7.2.1 apply.

17.7.1.3 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.

17.7.2 Benefits:

17.7.2.1 Members who are on sick leave are entitled to receive 100% of their Reference Salary for a maximum of 120 calendar days, except as provided under 20.3.2.

17.7.2.2 During the first 120 consecutive calendar days of absence due to illness or accident, benefit coverages and applicable premium payments by the Member and the University will continue. If the absence is due to the same illness or injury within 30 days of returning from the original absence, it will be classified as a continuation of the same absence and only the balance of the unused portion may apply. A Member may be required to provide the University with a physician's statement verifying the illness or injury. The University will reimburse the Member up to $15.00 per certificate or another higher amount as determined by the University.

17.7.2.3 Should the sick leave period extend beyond 120 consecutive calendar days, a Member, or a person authorized to act on behalf of the Member, may apply for benefits under the Long Term Disability Plan. The University shall assist the Member in making application for benefits under the Long Term Disability Plan. After this initial 120 consecutive calendar days, a Member may remain on sick leave, but without salary and benefits.

17.7.2.4 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 120 calendar day period.

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

17.8 Leave of Absence:

17.8.1 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-President: Academic. Extension of a leave of absence without pay beyond 24 consecutive months may be granted with

the approval of the Board.

17.8.2 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.

17.8.3 While a Member is on such leave without pay, the University will not contribute towards University benefits, but will facilitate continuance of the coverage if desired, including Long Term Disability, with the Member paying the applicable premiums based on his/her Reference Salary.

17.8.4 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.

17.8.5 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.

17.8.6 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.

17.8.7 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 17.8.6 shall be deemed to constitute non-acceptance.

17.9 Vacation Entitlement and Holidays:

17.9.1 Vacation Entitlement:

17.9.1.1 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.

17.9.1.2 Each Member is entitled annually to 22 working days of vacation. Members accrue vacation at the rate of 1.83 days per month. After 15 years of continuous service, each Member is entitled annually to 25 working days of vacation. After 25 years of continuous service, each Member is entitled annually to 30 working days of vacation. 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.

17.9.1.3 A Member appointed for at least one year is entitled annually to 22 working days of vacation with the commencement of the appointment; a Member appointed to less than one year is entitled to a prorated number of working days of vacation for the contract term; vacation days do not have to be earned or accrued before they can be taken.

17.9.1.4 In the case where a Member has contracted to teach on an overload basis in the term in which he/she has no assigned teaching duties, the Member shall be considered to have chosen to work through all or part of the vacation period, and no vacation entitlement shall be paid out under Article 17.

17.9.1.5 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; Members whose appointment terminates on June 30 shall not be assigned teaching duties for the Spring Term;

(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.

17.9.1.6 In the case of a death of a Member, the University shall pay out any unused vacation entitlement accrued in the contract year in which the death occurs. For a Member with less than 15 years service, the amount of vacation entitlement to be paid out shall be at a rate of 1.83 days per month up to and including the month in which the death occurs. For a Member with 15 or more years service, the rate to be paid out shall be 2.08 days per month, and for the Member with 25 or more years service the rate shall be 2.50 days per month.

17.9.1.7 In the event of Members terminating their employment with the University by resignation or retirement before the end of the contract year or before the appointment comes to term, such Members shall be entitled to receive payment for any unused vacation entitlement accrued to date of termination. The University may require that such Members use any vacation entitlement accrued to date prior to the termination date of their employment with the University. Except as provided for herein, there shall be no remuneration in lieu of vacation not taken.

17.9.1.8 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.

17.9.1.9 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.

17.9.2 Holidays:

17.9.2.1 Members are entitled to the following holidays: New Year's Day, Family 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.

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

17.9.2.3 Librarian Members required by the University to work on any of the days listed in 17.9.2.1 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.

17.10 General:

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 & WORKLOAD OF FACULTY MEMBERS

18.1 Duties and Responsibilities:

18.1.1 The academic duties and responsibilities of Faculty Members involve the pursuit and the dissemination of knowledge through teaching, research, public lectures, conference communications, publications, artistic production and performance, professional and university service, and other similar activities. Members have the right and obligation to develop and maintain their scholarly competence and effectiveness, and to perform their duties in accordance with the clauses set out below.

18.1.2 The responsibilities of Faculty Members shall be an appropriate combination of:

(a) undergraduate and graduate teaching, counselling and supervision, as set out in 18.2.4;

(b) research, scholarly, and creative activities, as set out in 18.2.5; and

(c) academic, professional and University community service, as set out in 18.2.6.

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.

18.1.3 Deans shall ensure that the workload of Members shall be distributed in a fair and equitable manner. The variables to be considered when assigning workload include, but are not limited to, the following:

(a) the career stage of the Member;

(b) the Member's area of expertise;

(c) the Member's ongoing research, scholarly and creative activities;

(d) the Member's academic, professional and University community service;

(e) the Member's teaching duties in accordance with the criteria set out under 18.2.4.2.

18.2 Workload:

18.2.1 Workload norms and variations:

18.2.1.1 Except as provided for in 18.2.1.6, the teaching workload norm of academic units and sub-units shall be the equivalent of four one-term courses.

18.2.1.2 In order to ensure an equitable distribution of work and an appropriate combination of academic duties, under 18.2.1.3 and 18.2.1.5, a Member's teaching workload may be reduced or increased from the norm under 18.2.1.1.

18.2.1.3 Except as provided for in 18.2.1.3(d) and 18.2.1.6, a Member's assigned teaching workload shall be reduced from the norm under 18.2.1.1 as follows:

(a) when the University requests, and the Member consents to perform substantial work on program development or significant administrative duties in addition to those positions specified in Article 21;

(b) in the Faculty of Science, where the University assigns a Member a teaching workload that includes lectures and laboratory sections taught by the Member, the assigned teaching workload shall be three one-term courses

(c) Subject to (i) and (ii) below, when a Member's assigned teaching workload includes student enrolment of 350 or more students over two terms. Members are not eligible to receive a one-term course reduction for student enrolment when:

(i) the Member's teaching workload includes teaching fewer than three different one-term courses (or equivalent) in an academic year;

(ii) a Member teaches a course in which 60% or more of the grade is based on machine-marked tests, exams, and assignments.

Notwithstanding (i) and (ii) above, a Member shall be entitled to a one-term course reduction for student enrolment when the Member is responsible for 600 or more students over two terms.

(d) Subject to (i) and (ii) below, for Members with a Professional Teaching Position and an assigned teaching workload with a student enrolment of 525 or more over two terms under Article 18.2.2.2. Members are not eligible to receive a one-term course reduction for student enrolment when:

(i) the Member's teaching workload includes teaching fewer than four different one-term courses (or equivalent) in an academic year;

(ii) a Member teaches a course in which 60% or more of the grade is based on machine-marked tests, exams, and assignments.

Notwithstanding (i) and (ii) above, a Member shall be entitled to a one-term course reduction for student enrolment when the Member is responsible for 900 or more students over two terms.

(e) Subject to 18.2.1.4, in order to establish an appropriate balance of a Member's teaching and research activities, a Member's assigned teaching workload shall be reduced by a one-term course or equivalent as follows:

(i) when a Member is engaged in on-going research and/or scholarly or creative projects beyond the activity provided for in 18.2.5.1 and evidenced by significant recent scholarly publications or the equivalent in the creative arts, or evidenced by significant external research grants or contractual commitments to publish or edit scholarly works or the equivalent in the creative arts in the forthcoming academic year. Members shall annually apply for a course remission no later than April 1. These course remissions will be allocated annually by the Vice-President: Academic in consultation with the Deans. Members who apply for a course remission shall be notified if they are successful by May 1;

(ii) subject to the University guidelines, when a Member serves on external scholarly/research committees, and a Member's duties in administrative responsibilities and scholarly expertise are equivalent to the teaching of a one-term course;

With the exception of leaves or course releases under Articles 17, 21, 32 and 33, or releases funded by research grants, the Association, or exceptions approved by the Dean, Members shall teach no fewer than two one-term courses, or equivalent, in an academic year.

18.2.1.4 Effective July 1, 2011, under 18.2.1.3(e) (i) above, there shall be 50 one-term course releases. Each September 1, the Vice-President: Academic shall provide the Association with a report on the course releases under 18.2.1.3(e) for each Faculty and for the Bargaining Unit as a whole.

18.2.1.5 A Member's assigned teaching workload may be increased from the norm under 18.2.1.1 as follows:

(a) the assigned teaching workload may be five (5) one-term courses or equivalent, when such an increase is justified by a Member's total contributions in teaching, research and

scholarly activities, and academic, professional and University community services under 18.1, 18.2.5, 18.2.6. and 18.4.2.

(b) in the Faculty of Music, the assigned teaching workload shall be no more than 15 contact hours per week where a Member's teaching workload includes studio teaching, including Master classes and directing ensembles.

(c) in exceptional cases, and apart from assigned teaching workloads under 18.2.1.6, a Member may be assigned to teach six (6) one-term courses in an academic year. In such cases the Dean shall, by May 15, notify the Member in writing with a statement of reasons for the assignment of six one-term courses or equivalent, with a copy to the Association. The Member's increased teaching workload shall be assigned for no longer than one academic year, and shall be subject to review by the Dean before assigning six one-term courses in any subsequent year.

Any assessment of performance in teaching, scholarship and service of a Member whose teaching load is in accordance with this clause 18.2.1.5 shall recognize the Member's additional contribution in teaching.

18.2.1.6 Members appointed to a Professional Teaching Position under 13.2, may be assigned six one-term courses (or equivalent). An assigned teaching workload of six (6) one-term courses shall include no more than four (4) different one-term courses or equivalent, subject to 18.2.4.7. Nonetheless, if they meet the conditions under 18.2.1.3 (a), (b) or (d) they shall receive a reduction from a six one-term course assigned workload.

18.2.1.7 The assigned teaching workload for Members on six-month limited term appointments shall not exceed three (3) one-term course equivalents.

18.2.2 Procedures for Assigning Workload:

18.2.2.1 By April 15 of each academic year the Chair, upon consultation with each Member of the academic unit or sub-unit, and in accordance with 18.1.3, 18.2.1, and 18.2.4.2, shall submit to the Dean for approval a proposal for the teaching load and teaching schedule of each Member. The Dean shall ensure that teaching loads of Members in the academic unit or sub-unit are fair and equitable in accordance with 18.1.1 and 18.1.3.

18.2.2.2 In consultation with the Chair, the Dean shall estimate the total enrolment in a Member's assigned teaching workload. The implementation of 18.2.1.3(c) shall be based on this estimate. Should the total enrolment in a Member's courses be significantly higher or lower than this estimated number, appropriate adjustments shall be made in the second term in which the Member teaches during the contract year. The Member shall be informed of any adjustment for the winter term by October 1, and of any adjustment for the spring term by February 1 of the contract year.

18.2.2.3 Following approval of the Dean, the Chair shall, by May 15 of each academic year, inform the Member in writing of the details of the teaching assignment for the forthcoming academic year. Any change in a Member's workload after May 15 shall take place only when a significant change in circumstances occurs, and in consultation with the Member. For Members appointed after May 15, the notification of the Member's teaching assignment under the terms set out in 18.2.2.1 shall be sent to the 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 Members of the Faculty and each Member's teaching load for the forthcoming academic year. By February 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 Members appointed after May 15 and each Member's teaching load as well as any changes to Members' teaching loads that have occurred after May 15.

18.2.3 Student/Faculty Ratio and Faculty Complement:

18.2.3.1 In recognition of the recent growth in the number of students, the changing profile of the

University, and the Government of Ontario's objective of improving student/faculty ratios, the Parties agree to the following measures to maintain, improve and monitor the faculty complement:

(a) the University agrees that the number of tenure-track and tenured appointments in the Bargaining Unit shall not be fewer than the number of those appointments in the 2011-2012 contract year (473);

(b) the University agrees to continue to use the FTE student/FTE faculty ratio in determining the faculty complement. During the life of this Agreement, the University agrees that the FTE student/FTE faculty ratio for the whole University shall be 25:1;

(c) the calculation of the student/faculty ratio (full-time equivalent (FTE) students to full-time equivalent (FTE) faculty) shall be as follows:

(i) the number of FTE students equals the number of full-time registered undergraduate and graduate students plus the total number of part-time student headcounts divided by 3.5 as reported to the Government of Ontario;

(ii) the number of FTE faculty equals the number of current full-time faculty as calculated for Statistics Canada, excluding seminary faculty and faculty on unpaid leaves of absence for the current academic year, plus the number of one-term .5 credit intramural courses or equivalents taught by Contract Academic Staff divided by six (6) excluding one-term course equivalents of tutorial/lab sections;

(d) the University agrees that the complement of full-time faculty members in 2011-2012, and for the balance of the Agreement shall be in accordance with the ratio as set out in (b);

(e) for each new provisional appointment made, the University may add in the initial year of the appointment the equivalent of two one-term intramural courses to the number of courses not included in the limit of courses taught by non-members under 34.4(a);

(f) should revenues from tuition fees and government grants fail to provide sufficient funds to finance the additional full-time faculty appointments specified above, the University shall consult with the Association. In light of these changed circumstances, the Parties shall attempt to revise the schedule of appointments in such a way as to maintain the student/faculty ratio of 25:1, and to maintain the ratio of intramural courses taught by Members and non-members established under Article 34. If these twin objectives cannot be met, the Parties shall agree to revise the student/faculty ratio commensurate with the revenues available.

18.2.3.2 For monitoring student/faculty ratios and the effect of student enrolment on Members' workload, the University shall annually provide a report on March 1 to the Joint Liaison Committee with a copy to the Association which includes the following information:

(a) the number of full-time (FT) students and full-time equivalent (FTE) students. The FTE students shall be the average of the fall and winter term enrolments as reported to the government of Ontario for the academic year;

(b) the calculation of the number of full-time equivalent (FTE) faculty :

(i) the number of full-time faculty as reported to Statistics Canada;

(ii) the number of intramural courses taught by Contract Academic Staff in the fall and winter terms of the current academic year and spring/summer term of the previous academic year divided by six (6);

(iii) the full-time equivalent (FTE) faculty as the sum of (i) plus (ii);

(c) the student/faculty ratio expressed as the ratio of full-time equivalent (FTE) students in (a) above to full-time equivalent (FTE) faculty in (b) above;

(d) the student/faculty ratio for the current year expressed as FTE students in (a) above to full-time (FT) faculty in (b) (i);

(e) the ratio in (d) shall be reported for the University and for each academic unit, namely Laurier Brantford, the Faculty of Arts, the Faculty of Education, the Faculty of Music, the Faculty of Science, the Faculty of Social Work and the School of Business and Economics;

(f) when such reports become available, the most recent report of COU and Ministry of Colleges and Universities report on student/faculty ratios for Ontario universities.

18.2.3.3 The University shall have met its obligations under 18.2.3.1(b) if the student/faculty ratio target is met in the report of March 1 under 18.2.3.2. If the University has not met the student/faculty ratio target in two consecutive years, and no adjustment has been made under 18.2.3.1(f), the University, on or before April 18 of the second year of the shortfall in the student/faculty ratio, shall pay the following:

An amount equal to the shortfall in the number of FTE faculty over the two consecutive years of the shortfall times the salary of the floor of the assistant professor divided by the number of Members of the Bargaining Unit as of September 1 of the second year of the shortfall. This amount shall be paid to each Member employed as of September 1 during some or all of the current contract year.

18.2.4 Teaching:

18.2.4.1 Teaching, Counselling and Supervision:

Members are obligated to develop and maintain their scholarly competence and effectiveness as teachers, and to perform the teaching duties assigned under this article. 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 and/or electronic course outline during the first week of classes, with a written 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 Member;

(ii) the subject matter to be explored in the course;

(iii) a list of all required assignments and examinations, the relative weight of assignments and examinations in the final assessment of student performance, and the due dates for assignments and tests common to the entire class and worth more than 10% of the final grade; in classes in which students have individual projects or assignments due dates shall be arranged by consultation between the instructor and the student;

A 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 Senate, and as required by departmental practice;

(h) to be available as academic advisors in the preparation and defence of theses or projects (both undergraduate and graduate) when such projects are within the 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 Member's scholarly expertise.

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

(a) the relationship of teaching duties to the Member's area of expertise;
(b) the number of separate courses taught by the Member;

(c) the number of scheduled contact hours per course;

(d) the expected student enrolment in each class, and the total number of students in a Member's classes;

(e) the level (introductory, upper year, graduate, et cetera) of each course;
(f) the type (lecture, team-taught, laboratory, seminar, et cetera) of each course;

(g) the number of hours of preparation, grading and administration per course;

(h) additional hours of preparation for a new course, or for a course substantially revised;

(i) the number of hours of academic and consulting per course;

(j) responsibility for laboratory or tutorial sessions;

(k) academic and administrative responsibilities for large classes with team-taught or tutorial or lab sections;

(l) the availability of markers or laboratory assistants or teaching assistants;

(m) the amount of field, clinical, research, thesis, examination committee service, and other academic supervision of senior undergraduate and graduate students;

(n) responsibility for unscheduled courses such as directed studies at the request of the Chair or Dean;

(o) the location of the course (on or off-campus);

(p) the additional time in travel, committee responsibilities, teaching, and student supervision in graduate and other programs in partnership with neighbouring universities; and

(q) special factors such as filming or broadcasting of lectures, or the use of teleconferencing.

18.2.4.3 If a Member teaches assigned courses that have a total enrolment in excess of 100 students or more in a given term and these courses have written assignments and tests that require hand marking and grading, the Member may request grading/marking assistance. The

Member makes this request to the Department Chair or equivalent within two weeks of the commencement of the term. Upon this request and confirmation of the enrolment in the class, the University, through the Chair, shall provide a minimum of one hour of grading/marking assistance for each student in excess of 100 to a maximum of 125 hours. When Departments do not have resources to provide such assistance, the provision of grading/marking assistance shall be the responsibility of the Dean. If the Member requests, and Departments have the resources, marking/grading assistance may be allocated to the Member in addition to the provisions of this clause.

18.2.4.4 With the exception of Members appointed to a Professional Teaching Position, a 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 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 Member and his/her Dean, a 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.

18.2.4.4.1 If a Member appointed to a Professional Teaching Position is assigned teaching duties in each of three terms during an academic year, the assigned teaching duties in one of the three terms shall be no more than one one-term course.

18.2.4.4.2 If requested by a Member appointed to a Professional Teaching Position, the Chair and Dean shall ensure a teaching schedule that permits up to fifteen (15) days of the Member's vacation entitlement under 17.9 to be taken in a single block.

18.2.4.5 Subject to 18.2.4.7, assigned classes for an individual 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 Member shall be assigned a class schedule which requires more than three consecutive hours of teaching.

18.2.4.6 Subject to 18.2.4.7, the scheduling of courses shall permit every Member, with the exception of Members appointed to a Professional Teaching Position, to have at least one day per week for research during which he or she is not expected to teach scheduled classes.

18.2.4.7 A Member may arrange a schedule of teaching duties which does not conform to the provisions of 18.2.1.6, 18.2.4.4, 18.2.4.4.1, 18.2.4.5, and 18.2.4.6.

18.2.4.8 In recognition of its duty to accommodate employees with special needs, the University shall endeavour to schedule assigned teaching duties in accordance with Members' special needs. If a Member has special health needs or obligations to care for immediate family members with special needs, he/she may request, prior to April 15, that the Department Chair arrange a suitable scheduling of classes for the forthcoming academic year. If this schedule is not accommodated in the scheduling of assigned courses announced on or before May 15 pursuant to 18.2.2.1, the Member may request that the Dean provide an appropriate rescheduling of classes. The Dean shall make a reasonable effort to accommodate the Member's request.

18.2.4.9 In consultation with the Department Chair and subject to the approval of the Dean, and in addition to the provisions of 18.2.4.4 and 18.2.5.2, 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. Effective July 1, 2009, a Faculty Member may bank no more than three one-term courses or equivalent and courses banked pursuant to this Article 18.2.4.9 shall be banked for no more than three academic years. A record of all such agreements under this clause shall be kept in the Member's Official File.

18.2.5 Research and Scholarly Activities:

18.2.5.1 Each Member shall be entitled to and shall be expected to engage in and to have time available for research, scholarly, and creative activities. Furthermore, it is the responsibility of the Member to make the results of such work accessible to the University, the scholarly community, and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.

18.2.5.2 In fulfillment of its commitment to Members' research and scholarly activities under 18.1, and 18.2.5.1, Members appointed to Provisional Appointments shall have a teaching term free of assigned teaching duties once during the period of the provisional appointment. The scheduling of the term free of assigned teaching duties shall be subject to the agreement of the Member, the Department Chair or equivalent, and the Dean. If no agreement can be reached, the Dean shall assign the term free of teaching duties. The teaching load of the Member for the academic year in which the term free of teaching will be taken will be one half of the normal teaching load of the academic sub-unit or equivalent. When the normal teaching workload is five one-term courses, such a Member's teaching load shall be three one-term courses. When the normal teaching workload is six one-term courses, such a Member's teaching load shall be four one-term courses. During the term free of assigned teaching duties, the Member shall not be eligible to teach overload courses, except with the written permission of the Dean, copied to the Association.

18.2.5.3 In fulfillment of its commitment to Members' research and scholarly activities under 18.1, and 18.2.5.1, the University shall provide funds for the support of research of Members appointed to Provisional or Candidacy Appointments. These start-up funds shall be awarded by the Vice-President: Academic on the recommendation from the Dean. By December 1 of each year, the Vice-President: Academic shall submit a report to the Joint Liaison Committee on the University's start-up grants. The report shall list the total amount of the funds, the names of recipients, and the amount of each award.

18.2.5.4 When a 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 Member shall consult with his/her Department Chair or equivalent, and shall have the proposed alternative teaching arrangements approved by the Dean. Where a 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.

18.2.6 Academic, Professional and University Community Service:

18.2.6.1 Faculty Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities including 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 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.

18.2.6.2 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 Member's service to such societies or associations conflicts with scheduled teaching or administrative duties, the Member shall make arrangements, subject to the approval of his/her Chair or equivalent, to make sure those duties and responsibilities are fulfilled. A Member's service to such societies and associations shall be considered in the assessment of the academic performance of the Member, and shall be treated in the same way as similar duties performed within the University.

18.2.7 Overload Teaching:

18.2.7.1 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 designate shall first notify Members of the academic unit or sub-unit, as appropriate, of the availability of the

position at least five days before it is posted or advertised. Upon application in accordance with 18.2.7.2, a Member shall be given first consideration for the position and shall be offered the position if the Member has a full-time appointment during the term(s) in which the course is scheduled, has a satisfactory record as a teacher, and if the course is within his/her area of expertise. If the Member's application is denied, the Dean shall provide a written statement of reasons. A Member on Sabbatical Leave under 17.1, or on leave under 32.2.1 and 32.4.4, or who has received a research grant funded research time release, or who has requested and received a reduction in the assigned teaching workload under 18.2.1.3(c) and/or 18.2.1.3 (d), will not be eligible to teach overload courses except with the written permission of the Dean, copied to the Association.

18.2.7.2 To exercise this right of first consideration, a Member shall inform the Department Chair or equivalent in writing of his/her interest in teaching a course on overload. Written notices submitted annually by March 15 are valid for courses offered in the fall, winter and spring terms of the next academic year. Otherwise, to exercise the right of first consideration, Members shall inform the Department Chair or equivalent within five days of the notification to the Members of the availability of the course under 18.2.7.1. A Member who applies to teach a course on overload after the course has been advertised or posted shall be considered along with other applicants, subject to the seniority rights of Contract Academic Staff.

18.2.7.3 Should a course become available within two weeks of the beginning of the term or after the term commences, the Dean or his/her designate shall first notify Members of the academic unit or sub-unit, as appropriate, of the availability of the course. To exercise the right of first consideration, a Member shall apply to teach the course within one day of the notification being sent, and if the Member has a satisfactory record as a teacher, and if the course is within his/her area of expertise, the Department Chair may recommend to the Dean that the Member be appointed to teach the course without advertising or posting the position.

18.2.7.4 When a Member is offered an appointment to teach an overload course, the Member's regular assigned teaching workload under 18.2.2 shall not be amended without the Member's prior written consent.

18.2.7.5 In any one academic year (September 1 to August 31), a Member's additional teaching on overload stipends shall not exceed the equivalent of 3 one-term courses (or equivalent). Both intramural courses and special types of teaching, including off-campus and distance education courses, shall count as overload courses. In exceptional circumstances, and upon the request of the Member, this limit may be exceeded with the written approval of the Dean, copied to the Association.

18.2.7.6 In recognition of their contribution to the University community as teachers, the provisions for retired Members to teach courses on a part-time basis are set out in Appendix F.

18.2.7.7 Members on the Special Voluntary Exit Plan (SVEP) who teach courses while on this Plan shall be subject to the conditions for overload teaching under 18.2.7 and 30.10.

18.3 Information Technology:

18.3.1 A course developed by anyone or any organization may only be developed and/or offered at Wilfrid Laurier University through information technologies if it does not have the consequence of eliminating or reducing a Member's or Members' position(s).

18.3.2 Members teaching courses dependent on information technologies which involve the broadcast, transmission, re-transmission, publication, recording or storage of contents of the course shall exercise copyright and intellectual property rights under Article 36 regardless of the medium used to broadcast, transmit, retransmit, publish, record or store the course.

18.3.3 A Member shall not be required to introduce information technology as a component of a course unless the technology is specifically related to the subject matter, or the mode of delivery of the course has been approved by the Department, Area or equivalent academic sub-unit, or Faculty, as appropriate.

18.3.4 When a course includes an information technology requirement, once a Member has been assigned to teach a course, he/she shall not be required to change the course to an alternate mode of delivery in that academic year.

18.3.5 When the University requires computer technology for the delivery of a course, the University shall ensure that the Member teaching the course has in his/her office, and in the classroom, computer equipment capable of handling the required mode of delivery.

18.3.6 Nothing in the provisions of 18.3 shall prevent a Member from introducing or using information technology as part of a course.

18.3.7 To assist Members and to facilitate technological innovation within the University community, the University shall inform Members of training programs, and shall make these programs available to Members.

18.4 Online Learning and Other Special Types of Teaching:

18.4.1 The following provisions for Online Learning courses and Special Types of Teaching apply to courses Members teach as part of their assigned teaching workload or on paid overload.

18.4.2 Special Types of Teaching include courses which:

(a) are taught at off-campus locations;

(b) are offered all or in part through the Internet.

18.4.3 Online Learning courses or Special Types of courses may be included in a Faculty Member's assigned 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 38. 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 with the regulations outlined in 18.2.2.3.

18.4.4 The introduction of an on-line credit course in a Faculty or Department shall be subject to 18.3 above, and to the recommendation of the Department or equivalent academic sub-unit and the curriculum approval of the Faculty.

18.4.5 Courses taught through Online Learning and Special Types of Teaching shall be subject to Senate policies on computers and information technology, and shall be in accordance with 18.3 above.

18.4.6 The Parties agree to the following specific provisions for Online Learning:

(a) Members' use of Online Learning course materials shall respect and comply with University licensing and copyright agreements;

(b) Members shall provide course information, such as textbook requirements, requisite additional supplies, and methods of student assessment, as requested by the Office of Teaching Support Services in order to meet publication and other administrative deadlines;

(c) during the first week of the teaching term, provide a course outline in accordance with 18.2.4.1 (b) with a copy to the Office of Teaching Support Services;

(d) Members shall inform students of any significant periods of time during the term when they will be unavailable, and shall make appropriate arrangements with the Chair, Area Head or Course Coordinator to accommodate student needs in such absences;

(e) Assignments shall be submitted, graded and returned to students by Members in

electronic format through the Learning Management System unless otherwise approved by the Department Chair or equivalent. Responsibility for receipt and return of non-electronic student assignments shall rest with the Office of Teaching Support Services.

(f) Members shall grade assignments and examinations in a timely fashion, and counsel students about their performance;

(g) there shall be a teaching evaluation form for Online Learning courses as set out in Article 31.

18.4.7 In accordance with University Policy on the Use of Information Technology, the Office of Teaching Support Services shall only access electronic sites for courses with the permission of the instructor. The instructor may request technical assistance from the Office of Teaching Support Services, but is not obliged to give open access to communications between the Member and the students in the course.

18.4.8 Any changes in Information Technology proposed by Senate and its committees, or by the Office of Teaching Support Services shall be consistent with the terms and conditions of work of Members under this Article 18.

18.5 Annual Report of Activities:

18.5.1 Each Member shall submit a copy of an Annual Report of Activities to his/her Department Chair (or equivalent) and 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.

18.5.2 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 Member's profession;

(j) contributions to the Member's community;

(k) workshops and courses attended;

(l) presentations on education issues;

(m) scholarship on teaching;

(n) other research and scholarly activities.

18.6 Outside Professional Activities:

18.6.1 The nature of the professional competence of many Members affords opportunities for the exercise of that competence outside the 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 Members, the University agrees that 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 Member's obligations, duties and responsibilities to the University as defined in this Agreement, except as provided in clause 18.6.3 and subject also to the following conditions:

(a) When a 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 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 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 Member's duties and responsibilities as specified in this Article 18.

18.6.2 A Member shall not hold both a full-time appointment at the University and a full-time appointment at another institution or organization, except as provided in Article 17.8.

18.6.3 If the participation in activities described in clause 18.6.1 conflicts or interferes with the obligations, duties and responsibilities of the Member as defined in this Article 18, mutually satisfactory arrangements shall be made in advance between the Member and the Vice-President: Academic. Should the Member and the Vice-President: Academic fail to reach agreement, the 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. The normal workload of a Librarian Member shall balance professional practice, academic and community service, and scholarly and/or professional activity.

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 shall be entitled to and shall be expected 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 endeavor to assign responsibilities and workload accordingly.

19.1.6 The University Librarian shall ensure that the workload of Librarian Members shall be allocated in a fair and equitable manner. The variables to be considered when assigning workload include, but are not limited to, the following:

(a) the needs of the Library;

(b) the professional expertise and experience of the Member;

(c) the Member’s committee responsibilities, scheduled contact hours or tasks, and liaison activities;

(d) the Member’s scholarly and professional activity; and

(e) the terms of the Member’s appointment.

19.1.7 When the University Librarian proposes any significant changes in duties and responsibilities of a Librarian Member, the University Librarian shall first consult with the Member with a view to reach agreement on the proposed changes. If a significant change in the Member's workload is implemented, the revised workload shall be in accordance with 19.1.6.

19.1.8 If the University Librarian proposes a significant change in the distribution of assigned work among two or more Librarian Members, or proposes changes which affect the assignment of Members to departments in the Library, the University Librarian shall send a written proposal describing these changes to the librarians-in-council, and invite the librarians-in-council to comment and make recommendations. If such changes are implemented, any changes in Members' assigned workload shall be in accordance with 19.1.6.

19.1.9 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.

19.1.10 In support of Librarians' Scholarly and Professional Activity, the University shall enable Librarian Members who hold Provisional, Candidacy or Continuing Appointments, on full salary and within their regular workload, to pursue approved research projects or professional development opportunities.

19.1.11 To apply for time for a research or professional development project, a Librarian Member shall submit to the University Librarian a written proposal describing the project and the time required for it. Within twenty (20) working days, the University Librarian shall respond to the Member in writing stating whether the application is approved or denied. In the case of denial, there shall be a written statement of reasons.

19.1.12 When such a proposal is approved, the University shall provide release from normal responsibilities. Such release from normal responsibilities shall be scheduled by mutual agreement between the Librarian Member and the University Librarian. Within a contract year, the maximum release time for such projects shall be 22 days.

19.2 Librarians' Workload:

19.2.1 A Librarian 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 assigned service in the evenings or on weekends, unless otherwise stated in the letter of appointment, or agreed to by the University Librarian and the Member. Subject to the needs of the Library, within the average of a 35 hour work week under 19.2.1, daily hours of work may be flexible. Upon written request in advance to the University Librarian, a Member may propose a schedule in which some of his/her duties are performed off campus. In reviewing such requests, the University Librarian shall consider the needs of the Library and such requests shall not be unreasonably denied.

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 Complement of Librarian Members:

19.3.1 The University recognizes the impact of the growth in the number of students on the workload of librarians and the importance of professional librarians in the academic mission of the University. Accordingly, the University agrees to the following:

(a) during the term of this Agreement, any Librarian Members employed in Provisional, Candidacy or Continuing Appointments, who retire, resign, or for other reasons leave the

employ of the University, shall be replaced by Provisional, Candidacy or Continuing Appointments;

(b) the allocation of these appointments shall be in accordance with Article 14.9.

19.4 Annual Report of Activities:

Each Librarian Member shall submit to the University Librarian a copy of an Annual Report of Activities by May 5th 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) professional practice in the University Library;

(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 A Member, who is on a Reduced Load for the purposes of family care or elder care responsibilities, may elect to have his/ her appointment extended by one year if:

a) the Member's load was reduced to 50% or less in any year during their provisional or candidacy appointments; or

b) the cumulative reduction of the Member's load is 75% or more over the term of their provisional and/or candidacy appointments.

An extension of appointment under this clause, 20.2.3, may only occur once during the Member's provisional or candidacy appointments. 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 Appointments.

20.2.4 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. A Member on Reduced Load who is on sick leave under 17.7 is entitled to receive 100% of his/her Actual Salary during the period of the Reduced Load Appointment.

20.3.3 While on Reduced Load, the Member's Professional Expense Allowance under 38.2 shall be prorated on the basis of the Member's reduced salary. There shall be no reduction in the allocation of travel funds to the Member's academic unit or sub-unit, as provided for under 38.3.1.

20.3.4 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 Faculties 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 the department-in-council, and for reporting its recommendations to the Dean. The membership of the department-in-council shall include all Members of the Bargaining Unit in the academic sub-unit as voting members; Contract Academic Staff in accordance with Article 11.2.2(e) of the Part-time Collective Agreement, September 1, 2010 – August 31, 2013, with the elected representatives serving as the voting members; and other representatives as designated by department and Faculty policies. While a department-in-council may wish to recommend that particular administrative responsibilities be delegated to individual members of the department-in-council or to sub-committees, the department-in-council formulates recommendations concerning policy or the matters of interest to the Department, and such recommendations shall be directed to the Dean through the Chair.

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:

The Faculty of Education, the Faculty of Music, the Faculty of Social Work, Laurier Brantford 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. 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 faculty-in-council or librarians-in-council, as appropriate, be elected for a one-year term.

21.4 Department Chairs:

21.4.1 Appointment and Responsibilities:

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

21.4.1.2 Prior to the expiry of the term of the Chair, the Dean of the Faculty shall convene a meeting of the department-in-council, and shall conduct an election for the position of Chair. The election procedures shall include the following provisions:

(a) should there be more than two candidates for the position of Chair, on each required ballot, the candidate with fewest votes shall withdraw until two candidates remain on the ballot;

(b) when there are two candidates, a successful candidate needs to have majority support from the Members in the academic sub-unit and majority support from the department-in-council;

(c) in the event of a tie in a vote with two candidates, subsequent ballots will be held until one candidate achieves a majority of votes cast;

(d) if under (b), no candidate has sufficient support, the Dean shall select which of the two candidates shall serve as Chair;

(e) if there is one candidate, the Dean shall conduct a referendum (a yes/no ballot), and the candidate requires a simple majority vote of the department-in-council to be elected chair;

(f) if the candidate fails to receive a majority under (d) or if there is no candidate willing to stand for election, the Dean shall appoint the Chair;

(g) any other procedures shall be agreed to by the Dean and the department-in-council. The Dean shall send department-in-council members and the Association copies of these procedures and any subsequent amendments prior to their coming into effect.

21.4.1.3 The duties of a Chair are:

(a) to call and preside over meetings of the department-in-council 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 the department-in-council, 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) to chair the department Appointment and Promotion Committee and the Part-time Appointment Committee, and to forward the recommendations of these committees to the department-in-council and to the Dean.

(j) such duties as are specified in this Agreement.

21.4.2 Procedures for Review and Removal:

21.4.2.1 If the Dean has reason to review the performance of a Department Chair, the Dean shall request a meeting with the Chair by giving a written notice with a statement of the reasons for the meeting. This notice shall inform the Member of his/her right to be accompanied by a

representative of the Association. The Dean's review shall assess the Department Chair's performance under the terms of 21.4.1.3.

21.4.2.2 Within 5 working days of the meeting, the Dean shall provide the Department Chair a written report of the review under 21.4.2.1. If the Dean finds that a department vote of confidence is not warranted, no action shall be taken. The Dean shall inform the Department Chair of this decision in writing.

21.4.2.3 If following the review, the Dean finds there are grounds for a further review, he/she shall advise the Member in writing that a meeting of the department-in-council will be called to conduct a vote of confidence in the Chair. The written notice shall include a statement of reasons for calling the vote of confidence to allow the Chair an opportunity to respond, and shall inform the Member in writing of his/her right to be represented by the Association.

21.4.2.4 Under this Article, a Department Chair may only be removed from office by a vote of non-confidence of the department-in-council. The Dean shall convene a meeting of the department-in-council, and shall provide members in attendance at the meeting with a copy of the Dean's statement of reasons for calling the vote of confidence. The proceedings of the meeting shall be as follows:

(a) the meeting shall be chaired by the Dean;

(b) 50% of full-time faculty members of the department shall constitute a quorum; only those present at the meeting shall be eligible to vote;

(c) the vote shall be by secret ballot;

(d) prior to the vote being taken, the Chair, or his/her representative from the Association, shall be given an opportunity to respond orally or in writing to the Dean's statement of reasons for the vote of confidence;

(e) the motion shall be put in the affirmative, "that the department has confidence in the Chair's conduct of department affairs under 21.4.1.3;"

(f) if the motion is defeated by 50% plus one of the votes cast, the Chair has lost the vote of confidence.

21.4.2.5 At any time in this process, the Department Chair may submit his/her resignation.

21.4.2.6 Following resignation, or removal from office after the vote under 21.4.2.4, the Department Chair will no longer receive a stipend, shall retain Sabbatical Leave credit up to the end of the academic term in which the Member has served as chair, and there shall be no adjustment in his/her teaching workload for the duration of the academic term.

21.4.2.7 If a Department Chair is of the opinion that he/she does not have the support of department members, the Chair may call upon the Dean to conduct a vote of confidence under 21.4.2.4. In this case, the Department Chair shall provide the Dean and the members of the department-in-council with a written statement of reasons for calling for the vote.

21.4.2.8 Following the resignation or removal of the Department Chair, the department-in-council shall elect a new Chair under 21.4.1 or an acting Chair under 21.4.4, as appropriate.

21.4.2.9 The provisions under 21.4.2 for the review and removal of department chairs apply to Associate Deans, Area Heads and Program Coordinators.

21.4.2.l0 No documentation created pursuant to this clause 21.4.2 shall be retained in a Member's Official File nor used in any other process or procedure including, but not limited to, renewal, tenure, promotion, leave application or discipline.

21.4.2.11 The review and removal of an office-holder under 21.4.2 is non-disciplinary in nature and cannot be used in any way as part of a disciplinary investigation or decision under Article 26.

21.4.3 Recognition of Administrative Service:

21.4.3.1 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) an annual stipend as specified in Article 30 of this Agreement;

(b) in each academic year, a minimum teaching load reduction of 2 one-term courses; the Chair of a Department with 17 or more Members shall have a teaching load reduction of 3 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.

21.4.4 Acting Chair:

21.4.4.1 For the Department Chair's vacation period, or other absence from campus of less than one month, the Chair shall recommend and the Dean shall appoint an Acting Chair. No Member shall be so appointed without his/her consent.

21.4.4.2 If the Department Chair is on leave of absence or otherwise unable to fulfil the duties of Chair for a period of longer than one month and less than or equal to 12 months, the Department-in-Council shall elect an Acting Chair. The Acting Chair shall receive an administrative stipend for the period of service based pro rata on the administrative stipend of the Department Chair. If the Acting Chair serves for a period of one term or more, he/she shall receive course release(s) on a pro rata basis in accordance with 21.4.3.1 (b). If the Department Chair is on leave of absence or otherwise unable to fulfil the duties of Chair for a period of longer than 12 months, he/she shall resign as Chair, and the Dean will conduct an election for a new Department Chair.

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 chair the Area Appointment Committee and the Part-time Appointment Committee, and to forward the recommendations of these committees to the BDAP Committee and to the Associate Dean;

(g) 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) an annual stipend as specified in Article 30 of this Agreement;

(b) in each academic year, a minimum teaching load reduction of two (2) one-term courses.

21.5.5 Article 21.4.2 shall apply to the review and removal of an Area Head.

21.6 Department Heads in the Library:

21.6.1 Department Heads in the Library have administrative responsibilities, coordinating functions, and supervisory responsibilities for non-academic staff in the University Library. Subject to 21.6.2 below, each department in the Library shall have a Department Head.

21.6.2 Any changes to the administrative organization of the University Library involving changes to the number or allocation of Department Head positions, or alternative arrangements for the administration of departments, shall be subject to the agreement of the University Librarian and the librarians-in-council.

21.6.3 If a Member resigns as Department Head or ceases to be Department Head for other reasons, the Member retains his/her Continuing Appointment and Rank.

21.6.4 To be eligible for consideration for a Department Head position, a Librarian Member must hold a Candidacy or Continuing Appointment.

21.6.5 The appointment procedure for Department Heads in the Library shall be in accordance with 14.9, subject to the following:

(a) under 14.9.3 and 14.9.9, the LAP Committee shall first conduct an internal search and interview internal candidates;

(b) should no internal candidate apply, or should no internal applicant meet the requirements of the position, the LAP Committee shall conduct an external search under 14.9.4;

(c) when a Librarian Member has applied for a Department Head Appointment, or the renewal of such an appointment, the University Librarian shall provide a copy of the Member's Official File to the Librarian Appointment and Promotion committee within 10 days of receiving the application.

21.6.6 Each Department Head in the Library shall have a workload that is consistent with the provisions of 19.2. If the acceptance of a Department Head position results in a change to a Librarian Member's responsibilities, the Member shall be entitled to a reduction in his/her existing duties in recognition of the additional administrative workload. The form of this reduction shall be mutually agreed upon by the Librarian Member and the University Librarian.

21.6.7 The term of a Department Head shall normally be for a five year period, and may be renewed. Sixty days prior to the appointment coming to term, a Member holding a Department Head position shall inform the University Librarian in writing if he/she wishes to seek renewal or wishes to resign from the position of Department Head. Within 10 days of receiving this notice, the University Librarian shall advise the LAP Committee to review the performance of the Department Head, or if the Member does not seek a renewal of the position, to conduct a search pursuant to 21.6.5.

21.6.8 Within 20 days of receiving the notice under 21.6.7, the LAP Committee shall review the performance of the Member seeking renewal and make a recommendation to the University Librarian whether or not the appointment should be renewed for another term.

21.6.9 Within 10 days of receiving the recommendation under 21.6.8, the University Librarian shall inform the Member and the LAP Committee whether or not the appointment is to be renewed. If the

LAP committee makes a recommendation against renewal and the University Librarian accepts this recommendation, or if the University Librarian denies a positive recommendation from the LAP Committee, the University Librarian shall provide the Member and the LAP Committee with a written statement of reasons.

21.6.10 A Member whose position as Department Head is not renewed retains his/her Appointment and Rank.

21.6.11 When a Member who is a Department Head goes on leave, the University Librarian shall appoint a Member as Temporary Department Head. A Member shall only serve as Temporary Department Head with his/her consent. The period of leave of a Department Head shall not be for a period of longer than 12 months. If the Member's leave is for longer than 12 months, the Member shall resign as Department Head and a new Department Head shall be appointed.

21.6.12 Department Heads shall receive an administrative stipend under 30.11.3.

21.6.13 A Department Head on leave shall relinquish the administrative stipend for the period of the leave. The Temporary Department Head shall receive an administrative stipend on a pro rata basis for the period of service as Department Head.

21.7 Department Undergraduate Program Officers, Graduate Program Coordinators and Program Coordinators:

21.7.1 In departmentalized Faculties, each department, excluding the Department of Business in the School of Business and Economics, shall have an undergraduate officer. This officer assists the Chair and the department-in-council in the administration of the department, provides academic counselling to students in the program, and performs other duties as appropriate.

21.7.2 Each academic unit or sub-unit with a graduate program shall have at least one graduate coordinator. This coordinator assists the department-in-council in the development, planning and administration of the graduate program including the recruitment of students, administration of applications, academic counselling of students, administration of graduate committees, thesis and other examinations, and serves as the department liaison with the Dean of Graduate and Postdoctoral Studies and Graduate Faculty Council.

21.7.3 Undergraduate officers and graduate coordinators are appointed annually by the department-in-council. No member shall be appointed without his/her consent.

21.7.4 Each undergraduate officer and each graduate coordinator shall have at least a teaching reduction of a one-term course. In light of the number of students in the program, and/or the variety and complexity of degrees and programs of studies to be administered, the Dean may provide an additional course release and/or an administrative stipend. The minimum stipend shall be one-half of the stipend provided to the Department Chair. The Dean shall advise the Department Chair and the department-in-council of the course release(s) and administrative stipends, if any, for the undergraduate officer and graduate coordinator before Members are appointed to these positions.

21.7.5 Each interdisciplinary program shall have a Program Coordinator. Once a program has students enrolled, the Program Coordinator shall be elected by the Program Coordinating Committee. The term of office of the Program Coordinator shall be a maximum of three (3) years, and the term of office may be renewed. The Program Coordinator chairs the Program Coordinating Committee as specified under 13.12.1(h), and has the duties and responsibilities equivalent to a Department Chair under 21.4.1.3.

21.7.6 In recognition of their administrative and other duties, a Program Coordinator shall be granted an appropriate course release and/or administrative stipend as follows:

a) When the total number of undergraduate students registered in an interdisciplinary program is equal to or greater than the total number of undergraduate students registered in any department within the academic unit, the program coordinator shall receive a

teaching reduction of 2 one-term courses and a stipend under 30.11.1.

b) When the total number of undergraduate students registered in an interdisciplinary program is equal to or greater than half of the total number of undergraduate students registered in any department within the academic unit, the program coordinator shall receive a teaching reduction of one (1) one-term course.

c) In all other circumstances the Program Coordinators will receive a course release or stipend at the discretion of the Dean.

For the purposes of (a) and (b) above, the number of students shall be based on Table A6 of the Registrar's Office Reports for the Fall and Winter Terms of the previous academic year. For new programs, it will be based on the current academic year's Registrar's Office Report for the Fall term. Laurier Brantford programs will be compared to departments in the Faculty of Arts.

21.7.7 No Member shall be appointed or elected Program Coordinator without his/her consent. When a Member is offered the position of Program Coordinator, the Dean shall make the offer in writing and shall include a statement of the number of course releases and administrative stipend, if any, for the position, copied to the Association.

ARTICLE 22: EMPLOYMENT EQUITY

22.1 General:

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, aboriginal peoples, persons with disabilities, persons who are in a visible minority in Canada, and persons in a sexual and/or gender minority hereinafter collectively referred to as "the designated groups".

22.2 Equity in Employment:

22.2.1 Consistent with the principles of employment equity, the Parties are committed to eliminating or modifying those employment policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the appointment, retention, remuneration, and promotion of members of the designated groups.

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

(a) advertisements which include the statement that the University is committed to employment equity and welcomes applications from qualified women and men, including persons of all genders and sexual orientations, persons with disabilities, Aboriginal persons, and persons of a visible minority;

(b) providing to each chair of a Department (or equivalent) Appointment and Promotion Committee, under 13.12 and to the chair of the Librarians' Appointment and Promotion Committee under 14.8, a copy of the letter of understanding of May 28, 2009 which provides guidelines for fairness and equity in appointments;

(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 sub-unit, and the Employment Equity Coordinator.

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

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

(b) “Under-representation” by gender shall be determined as defined in 22.3.3.

(c) “Under-representation” of the other designated groups as defined under 22.1 shall be deemed to exist when:

(i) Faculty Members of one of these designated groups constitute a smaller proportion of the membership than exists in the national Canadian Accessibility Pool, as reported by Statistics Canada.

(ii) Librarian Members of one of these designated groups constitute a smaller proportion of the membership than exists in the national Canadian Accessibility Pool, as reported by Statistics Canada.

(d) Where there are no applicants from any of the designated groups for a position, or where the Department (or equivalent) Appointment and Promotion Committee recommends a short-list for interview which does not include a candidate from one of the designated groups, the Dean or University Librarian shall review the process and the recommendation of the Department Appointment and Promotion Committee and may, in light of the Employment Equity Plan, decide to continue with the existing short-list, to extend the competition deadline, to undertake additional advertising, or to take other measures needed to widen the applicant pool.

(e) 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. If the candidates from the under-represented groups are equally qualified, the Department (or equivalent) Appointment and Promotion Committee shall forward the names of the equally qualified candidates to the Dean, and the Dean shall select the candidate for appointment in accordance with University Employment Equity Plan.

In order to ensure that the final stages of any appointment competition adequately reflect the diversity of Canadian society, appointment committees shall take special care not to eliminate at early stages potentially strong candidates who are women, visible minorities, aboriginal people, persons with disabilities, or persons in a sexual and/or gender minority. In selecting applicants for the final stage of competition, committees shall include the names of candidates from these groups who are potentially equal to other candidates at the final stage.

(f) 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 doctorates or appropriate professional qualifications, the numbers of male and female applicants where gender is known, and the numbers with doctorates or appropriate professional qualifications, 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 Gender Equity:

22.3.1 In keeping with the principle expressed in 22.2.3, and to address "under-representation" by gender in academic units and sub-units, the Parties agree to the following measures:

(a) where an academic unit or sub-unit is under-represented by gender under 22.2.3 (b) and 22.3.3 and the Department (or equivalent) Appointment and Promotion Committee 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 light of the Employment Equity Plan, decide to continue with the existing short-list, to extend the competition deadline, to undertake additional advertising, or to take other measures needed to widen the applicant pool;

(b) pursuant to 13.12.1 (e), every Department (or equivalent) Appointment and Promotion Committee shall include at least one female tenured Faculty Member. In those instances where an academic unit or sub-unit must appoint such a member from outside the department (or equivalent), it shall consult with the Association before making the appointment. Members appointed to serve in this capacity shall be invited to participate in the Employment Equity workshop under 22.6.1;

(c) pursuant to 13.12.1 (f) (iii) the chair or designate of the Department (or equivalent) Appointment and Promotion Committee shall participate in the Employment Equity Workshop under 22.6.1.

22.3.2 To assist with appointment procedures, the Vice-President: Academic by September 30th of each academic year shall provide the Deans, the University Librarian, and the Chairs or equivalents with the following information for each academic unit or sub-unit in accordance with the reports under 22.3.3:

(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 or appropriate professional qualifications, 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 programs in Canada and in graduate degree programs in librarianship in Canada, as reported by Statistics Canada;

(d) the percentage of doctoral degrees, by discipline, and graduate degrees in library science awarded in Canada to men and women, as reported by Statistics Canada;

(e) in so far as such information is known and available, information under (a), (b), (c), and (d) above relating to aboriginal peoples, persons with disabilities, and persons in a visible minority;

(f) a statement whether the unit or sub-unit is subject to the definition(s) of under-representation provided for in this Article.

22.3.3 For the purpose of defining "under-representation" by gender and for the reports on the composition of academic units and sub-units under 22.3.2, the following provisions shall apply:

(a) the Bilateral University-Association Employment Equity Committee, under 22.5, shall review the Statistics Canada data and determine how it is to be applied to academic units and sub-units, as defined under (b) below;

(b) where possible, the assessment of "under-representation" shall be based on the composition of academic sub-units, and for this purpose Areas in the Department of

Business shall be treated as academic sub-units; for the Faculties of Education, Music and Social Work, the assessment of “under-representation” shall be the academic unit;

(c) where Statistics Canada data for an academic unit or sub-unit under (b) above is available and applicable, under-representation by gender shall be deemed to exist when the number of female faculty members of an academic unit or sub-unit is two(2) standard deviations below the five-year running mean of the number of female doctoral candidates in the discipline (as reported by Statistics Canada);

(d) where Statistics Canada data for an academic unit or sub-unit under (b) above is not available or not applicable, “under-representation” by gender exists when fewer than 40% of the tenured or tenure-track appointments are held by women;

(e) where Statistics Canada data is available and applicable, under-representation by gender shall be deemed to exist when 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;

(f) the Bilateral University-Association Employment Equity Committee shall conduct an annual review of Statistics Canada data under this Article, and shall issue a report providing the requisite information under 22.3.2 to the Vice-President: Academic and the Association by September 1 of each contract year.

22.3.4 Equity in Tenure and Promotion:

The Parties recognize that there may be differences between the careers of men and women. These differences include, but are not limited to, the effects of primary responsibility for family care and related career interruptions, part-time education, and work history. The following measures shall be implemented to protect against forms of systemic discrimination which are a product of these career differences:

(a) the University is committed to creating an environment where these differences in career histories and family responsibilities do not bias appointment decisions, the evaluation of candidates in peer review processes, University grants, merit awards, and salary adjustments. Where such barriers are proven to exist, the University, in consultation with the Association, shall eliminate such barriers to equal opportunity and career advancement;

(b) an employment equity representative shall sit as a non-voting member of the Senate Promotion and Tenure Committee. This person shall be selected by agreement between the President and the President of the Association from a list of Members approved annually by the Joint Liaison Committee. This person shall act as a resource to the Committee on equity processes, procedures and issues, and shall submit an annual report to the President and the President of the Association with a copy to the chair of the Senate Promotion and Tenure Committee.

22.4 Employment Equity Coordinator:

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.

22.5 Bilateral University-Association Employment Equity Advisory Committee:

22.5.1 To assist with the implementation of the provisions of this Article, the Parties agree to establish a Bilateral University-Association Employment Equity Committee within 60 days of the ratification of the Agreement. This committee shall consist of:

(a) three (3) representatives appointed by the Association, at least two of whom shall be members of one of the designated groups and at least one of whom shall be from Laurier Brantford;

(b) three (3) representatives appointed by the President, at least two of whom shall be members of one of the designated groups and at least one of whom shall be from Laurier Brantford;

(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 Bilateral University-Association Employment Equity Committee shall, with respect to Members:

(a) at the call of the co-chairs, meet as required to fulfil its mandate and obligations under this clause 22.5;

(b) assist the Employment Equity Coordinator with the planning and preparation of the annual workshop on employment equity policies and procedures under 22.6.1, and consider requests for exemption from the workshop under 22.3.1 (b);

(c) review Statistics Canada data and information on the composition of academic sub-units and units, and submit a report under 22.3.3;

(d) receive and review the report which the University submits to the federal government under the Federal Contractors Program and Employment Equity Regulations, and the reports of the Employment Equity Coordinator;

(e) identify any systemic barriers in recruitment, employment and promotion policies and procedures that discriminate against aboriginal peoples, people with disabilities, persons in a visible minority, women, and persons in a sexual and/or gender minority;

(f) review on an on-going basis employment equity plans at other universities in Canada;

(g) provide information and recommendations to the University Employment Equity Advisory Committee concerning the realization of the University's commitment to non-discrimination and equity in the employment of members of the designated groups;

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

22.6 Employment Equity Workshop and Information:

22.6.1 Before October 15 of each academic year, the University, in consultation with the Association, shall provide an Employment Equity Workshop for chairs or designates of Appointment and Promotion Committees, and for Members who are designated to serve on Appointment and Promotion Committees or on the Senate Promotion and Tenure Committee under the provisions of this Article 22.

22.6.2 The University shall provide the following information to the Association:

(a) by September 30th of each academic year, the reports listed in 22.3.2;

(b) the reports of the Employment Equity Coordinator relating to Members;

(c) the reports which the University submits to the federal government under the Federal Contractors Program and Employment Equity Regulations when those reports are submitted.

22.7 Pay Equity:

Factors which differentiate on the grounds of gender shall not be used to justify any salary differential among Members. On or before January 15, 2013, the Parties agree to constitute a Joint University-Association Pay Equity Committee composed of two representatives of the University and two representatives of the Association. The Committee shall undertake its review and report to the University and the Association by May 1, 2013.The Committee shall review the methods and procedures used in the 2006-2007 Pay Equity Review. In light of this review, the Committee shall determine its own methods and procedures for the identification of salary differentials based on gender. Any salary differential which has resulted from gender discrimination shall be addressed, 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 July 1, 2012.

22.8 Accommodations for Members with Disabilities:

If funds are required to pay for services, equipment or other accommodations for a Member with disabilities, the Department Chair or equivalent shall consult with the Member and shall make a written request to the Dean or University Librarian. This request shall list the type of accommodation required, and its intended purpose. The University shall review such requests, and these requests shall not be unreasonably denied.

ARTICLE 23: PROGRAM REDUNDANCY

23.1 The University may implement a program redundancy, as defined in 23.3, only on the recommendation of Senate, and only for academic reasons under 23.5.

23.2 Subject to 11.1.2 of this Agreement, and the provisions of this Article, the Parties recognize the authority of Senate to restructure the University's academic programs by introducing new programs, by changing existing programs, or by cancelling programs.

No Member shall either:

(a) be transferred except in accordance with Article 35.4 or this Article; or

(b) be laid-off, terminated, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for academic reasons except in accordance with this Article.

23.3 Program Redundancy refers to the cancellation of an academic program when such cancellation results in the transfer (except in accordance with 35.4), lay-off, termination, or other detrimental change in the terms and conditions of employment of a Member. An academic program is one or more of:

(a) a group of courses approved by Senate 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.

23.4 If the University proposes to declare a program redundancy, it shall inform Senate and the Association in writing, and provide a copy of the plan for the program redundancy, a detailed statement of the academic reasons for such a proposal, and its reasons for believing that the

transfer or lay-off of Members of the academic unit or sub-unit affected may be required.

23.5 Program redundancy may be declared only for bona fide academic reasons as determined by Senate. If low student enrolment is argued as a bona fide academic reason, it must be demonstrable that a major decline has occurred which has produced a condition of low enrolments for at least three consecutive years, and that there is no reasonable probability of an increase in enrolment over the next three years.

23.6 As of the date of the notice given in 23.4, in the academic unit or sub-unit in which the redundancy is proposed and in related units and sub-units, Limited Term Appointments shall be allowed to expire, and the University shall impose a moratorium on the hiring of new Members in those academic units and sub-units until a negative finding of the Redundancy Committee or Senate under 23.14, or until the transfers and lay offs under 23.17 have taken effect. During the same period, the University shall not create any new administrative positions which would be excluded from other collective agreements to which the University is bound.

23.7 Upon receipt of the notification in writing under 23.4, Senate shall institute a Redundancy Committee, as provided for under 23.8, with the mandate to determine if bona fide academic reasons exist for the declaration of a program redundancy under 23.13.

23.8 The Redundancy Committee shall consist of the following:

(a) two (2) members appointed by the University;

(b) two (2) members appointed by the Association;

(c) an independent non-voting chair selected by the other four members of the Committee.

In the event that no agreement can be reached on an independent chair, then the Committee shall include three representatives from the University and three representatives from the Association, with the Committee chaired jointly by one representative of the Association and one representative of the University. No member of the Redundancy Committee shall belong to the academic unit or sub-unit affected by the proposed redundancy, nor shall any member of the Committee have participated in the preparation of the University's proposal under 23.4.

23.9 The Redundancy Committee shall meet within 10 days of its appointment and shall establish its own procedures.

23.10 The University shall cooperate with the Redundancy Committee in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Committee whether bona fide academic reasons exist for a declaration of program redundancy.

23.11 The Redundancy Committee shall provide all interested persons or groups with a full opportunity to make submissions prior to formulating its report to Senate.

23.12 Within 40 working days of its first meeting, the Redundancy Committee shall submit a written report to Senate with a copy to the Association.

23.13 The Redundancy Committee shall determine whether:

(a) bona fide academic reasons exist for the declaration of a program redundancy; or

(b) bona fide academic reasons do not exist for the declaration of a program redundancy.

23.14 If the Redundancy Committee reports to Senate that bona fide academic reasons do not exist for a declaration of program redundancy, no further action shall be taken. If the Redundancy Committee reports that bona fide academic reasons exist for a program redundancy, Senate may confirm or reject the finding of the Committee.

23.15 If the Redundancy Committee and Senate declare that bona fide academic reasons exist for a

declaration of program redundancy, the President or designate shall prepare a detailed plan for the implementation of the program redundancy proposed under 23.4. This plan shall be in accordance with the terms of this Collective Agreement, shall affect Members' terms and conditions of employment only to the extent necessary to alleviate the academic problem identified under 23.4, and shall be based on sound academic reasons. The plan shall include:

(a) a list of Members affected by the redundancy;

(b) a list of academic and administrative positions to which each such Member could be transferred with or without retraining, considering his/her academic and professional qualifications;

(c) a list of all other options other than lay-off, including but not limited to research/study leaves, voluntary early retirement, voluntary resignation, voluntary transfer to Reduced Load status, and redeployment;

(d) a statement whether the options under (b) and (c) above satisfy the requirements of the redundancy plan; and,

(e) if the options under (b) and (c) do not meet the requirements of the redundancy plan, a list of Members to be laid-off, with a statement of the academic and professional reasons why each individual Member is selected for lay-off. Where a Member consents in writing to the lay-off a statement of academic and professional reasons need not be given.

23.16 Within 20 days of the Senate recommendation under 23.14, the redundancy plan under 23.15 shall be sent to the Association for comment. The Association shall make its comments in writing to the President within 20 days of receipt of the redundancy plan.

23.17 Within 20 days of receipt of the Association's comments, and with due consideration of these comments, the President shall present to both the individual Members concerned and the Association the plan for the transfer, retraining, or lay off of Members. Members may be transferred, retrained, or laid-off only in accordance with the provisions of this Collective Agreement.

23.18 Members made redundant by a program redundancy shall be transferred to or retrained for other academic or administrative positions in the University. Such transfer shall be subject to the provisions of 23.19 and 23.20. Lay off of Members for academic program reasons may occur only if no suitable positions are available through transfer or retraining considering their academic and professional qualifications.

23.19 The Member or Members may be transferred to another unit or sub-unit 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. The consent of this academic unit or sub-unit shall not be unreasonably withheld. Rank, Reference Salary, benefits and seniority shall be transferred with the Member or Members. 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. A Member transferred under this Article shall retain recall rights pursuant to 24.18, 24.19 and 24.20. If recalled to a position in the Bargaining Unit, the Member's category of appointment and rank shall be reinstated. The Member shall receive credit for years of service, and the Member's Reference Salary shall be restored including all increments and adjustments which would have accrued while the individual was excluded from the Bargaining Unit.

23.20 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.

23.21 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 Article 24, specifically under 24.17, 24.18, 24.19, and 24.20.

23.22 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.

23.23 While a Member is on lay off under the provisions of this Article, the University will not contribute towards benefits but will permit and facilitate continuance of any coverage if desired by the Member who will pay the applicable premiums.

23.24 The cost of the Redundancy Committee established under this Article shall be borne by the University.

ARTICLE 24: FINANCIAL EXIGENCY

24.1 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.

24.2 In the event that the Board considers that a financial exigency exists within the meaning of 24.1, 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.

24.3 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.

24.4 Within 15 days of the notice specified in clause 24.2 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.

24.5 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 Ontario Court (General Division) Judge presiding in Kitchener. No member of the Financial Commission shall be a government official.

24.6 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.

24.7 The Financial Commission shall establish its own procedures.

24.8 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 projected 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).

24.9 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.

24.10 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.

24.11 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 24.9.

24.12 If, pursuant to 24.11, 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 24.9.

24.13 In the event that the Financial Commission has found that no financial exigency exists in the sense of 24.8, 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.

24.14 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.

24.15 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. If two (2) or more Members have equal seniority, the order of seniority will be decided by lot. Under category (3) Members holding Candidacy, Continuing, and Tenure Appointments, an exception to the order of reverse seniority may be made under the following conditions:

(a) 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; or

(b) where designated groups, as defined under 22.2.3, in an academic unit or sub-unit, are under-represented or would become under-represented.

24.16 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 written consent of the Member and the consent of Members in the receiving unit or sub-unit. The consent of this academic unit or sub-unit shall not be unreasonably withheld. Rank, Reference Salary, benefits and seniority shall be transferred with the Member or Members. 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 24.19, 24.20 and 24.21.

24.17

(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 totaling 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.

24.18 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.

24.19 Individuals who are recalled pursuant to 24.18 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 24.17 which exceeds the salary they would have received had they continued to occupy their normal positions in the University.

24.20 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.

24.21 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.

24.22 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.

24.23 The cost of the Financial Commission established under this Article shall be borne by the University.

ARTICLE 25: HARASSMENT

25.1 Harassment:

25.1.1 The Parties to this Agreement are committed to creating and maintaining a working and learning environment that is supportive of scholarship and founded on the fair treatment of all members of the University community. Consequently the Parties do not condone behaviour that is contrary to the Human Rights Code or to Article 8, and which may undermine work relationships or academic achievement of any Member, staff member, student, or University administrator.

25.1.2 Harassment means engaging in a course of vexatious comments or conduct, related to one or more of the prohibited grounds under the Human Rights Code and under Article 8 of this Agreement, that is known or might reasonably be known to be unwelcome. Harassment includes sexual harassment as defined under 25.1.3.

25.1.3 Sexual Harassment:

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, and constitutes sexual harassment 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 status 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, status or accreditation decisions affecting 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.

25.1.4 Subject to 25.1.1, harassment does not include matters of fair and free expression provided for under Article 7: Academic Freedom.

25.2 Fundamental Principles:

25.2.1 Member(s) continue to have the right to seek assistance from the Ontario Human Rights Commission even when steps are being undertaken under this Article. Members shall be permitted to file a grievance alleging harassment under Article 27 only in the following circumstances:

(a) once the steps under this Article 25 have been exhausted; or

(b) if the Member alleges that there has been non-compliance with the procedures set out in this Article.

25.2.2 All procedures under this Article shall be guided by the paramount need to ensure that complainants, respondents, and witnesses are treated fairly. Every effort will be made to safeguard the rights of both complainant(s) and respondent(s). Both complainant(s) and respondent(s) have the right to be accompanied by a representative of his/her choice.

25.2.3 Wherever possible, complaints of harassment will be resolved informally or by mediation. Disciplinary measures under this Article will be initiated only after an informal resolution or mediation of the complaint has been attempted and has failed.

25.2.4 A Member who is a participant in these procedures may consult with the Association.

25.2.5 Except for disclosure provided for in 25.5.5, all statements and disclosures made, information furnished and documents and exhibits provided or presented by the complainant, the respondent, or other persons to the Senior Advisor Dispute Resolution & Support, as described in 25.7, shall be treated as confidential and without prejudice, and shall not be publicly disclosed by the Coordinator without the consent of the complainant and respondent. However, there may be special circumstances where the physical safety of members of the University community is in jeopardy. In such circumstances, the Senior Advisor Dispute Resolution & Support may disclose information to the President. The President can only use the information for the purpose of the physical safety of the University community, disclose no more of the information than is necessary to protect the public, and under no circumstances shall the President place the information in a Member's Official File, or use it in any assessment of a Member or for any other purpose under the terms of the Agreement.

25.2.6 Reprisals, retaliation or threats of reprisals against anyone for pursuing his/her rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.

25.3 Complaint Procedures:

25.3.1 General Provisions:

(a) A Member may seek advice and support of the Senior Advisor Dispute Resolution & Support or a representative of the Association in order to clarify or discuss possible situations which may or may not constitute harassment.

(b) The complainant shall decide whether the complaint goes forward and may withdraw the complaint at any stage.

(c) In the absence of exceptional circumstances, a complaint must be filed with the Senior Advisor Dispute Resolution & Support within four months of the latest incident of the alleged harassment occurring. When the complaint has been made, the Senior Advisor Dispute Resolution & Support shall consult with the complainant with regard to the circumstances of the complaint.

(d) Should the complainant commence proceedings before the Human Rights Commission or in the courts or should any criminal prosecution be commenced concerning the circumstances of a complaint of harassment under this Article, proceedings under this Article shall be suspended until those other proceedings are concluded.

25.3.2 Initiating the Complaint:

25.3.2.1 Following the consultation with the Senior Advisor Dispute Resolution & Support the complainant shall indicate whether he/she elects to:

(a) take no further action; or

(b) proceed to file a complaint;

25.3.2.2 If the complainant elects to file a complaint, the complainant shall make a written statement, signed and dated, of the circumstances of the alleged harassment, and shall provide written authorization for the Senior Advisor Dispute Resolution & Support to proceed with an informal resolution of the complaint.

25.4 Informal Resolution:

25.4.1 The Senior Advisor Dispute Resolution & Support assists the complainant in clarifying the allegations and in considering possible means of resolution of the complaint.

25.4.2 Upon receipt of a written statement of complaint, the Senior Advisor Dispute Resolution & Support will provide the respondent with a written summary of the same, and will invite the respondent to reply in writing. The Senior Advisor Dispute Resolution & Support will discuss the complaint with both parties and attempt to resolve the complaint fairly and acceptably to both parties.

25.4.3 If a fair and acceptable resolution is reached with the Senior Advisor Dispute Resolution & Support both parties will sign a statement to that effect which will be filed with the Senior Advisor Dispute Resolution & Support. 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.

25.4.4 If a fair and acceptable resolution is not reached by the Senior Advisor Dispute Resolution & Support within 20 working days of receipt of the written statement of complaint, the Senior Advisor will so inform the parties in writing and the complainant may then elect to:

(a) withdraw the complaint; or

(b) request that a resolution be sought through a mediator agreed upon by the complainant and respondent for such resolution; or

(c) request that the complaint be referred to the President for a Formal Investigation.

25.4.5 If the complainant fails to make an election under 25.4.4 within 10 working days of the expiry of the 20 working day period allowed for informal resolution under that clause, the complaint shall be deemed to be withdrawn by the complainant and no further action will be taken by the Senior Advisor Dispute Resolution & Support.

25.5 Mediation:

25.5.1 In the event that no informal resolution under 25.4 is reached, the complainant and the respondent have agreed to seek a resolution through mediation, an independent mediator shall be selected by the Senior Advisor Dispute Resolution & Support from a list of mediators agreed to by the University and the Association. The mediator shall agree to complete the mediation within 20 working days of accepting the invitation to mediate the complaint.

25.5.2 If the mediator succeeds in assisting the complainant and the respondent in reaching a settlement of the complaint, the terms of the settlement shall be stated in writing, signed by the complainant, the respondent and the mediator, and copied to the University and the Association. If a settlement entails action on the part of the University, the settlement shall also require the agreement of the University which shall signify its agreement by signing the settlement prepared by the mediator.

25.5.3 No record of the complaint or the mediated settlement shall be placed by the University in a Member's Official File.

25.5.4 In the event that mediation fails, the mediator shall make a report to that effect to the Senior Advisor Dispute Resolution & Support within 20 working days of accepting the invitation to mediate. The mediator's report shall be copied to the complainant and the respondent.

25.5.5 Within 10 working days of receipt of this report, the complainant may request or the Senior Advisor Dispute Resolution & Support may recommend that the President undertake a Formal Investigation. If such a request or recommendation is made, the respondent shall be notified in writing. The request for a Formal Investigation shall include a written statement of the complaint, the respondent's written response, if any, the mediator's report, and other documents considered by the Senior Advisor Dispute Resolution & Support and mediator in their efforts to resolve the complaint.

25.5.6 If no request or recommendation for a Formal Investigation is made within 10 working days of the receipt of the mediator's report, the complaint shall be considered to have been withdrawn, and no record of the complaint shall be placed by the University in a Member's Official File.

25.6 Formal Investigation:

25.6.1 Within 10 working days following the receipt of the request or recommendation for a Formal Investigation under 25.5.4 and 25.5.5, the President shall appoint an investigator to report on the complaint. The investigator shall not be the Senior Advisor Dispute Resolution & Support or the Vice-President: Academic. The University shall notify the Association of the name of the investigator and the name of the Member who has made the complaint and/or the name of the Member against whom the complaint has been made.

25.6.2 Within 20 working days of appointment, the investigator shall make a written report to the President. The report shall include a copy of the signed complaint, the written response, if any, of the respondent, and a finding as to whether the complaint has been upheld or not with a statement of reasons for that finding.

25.6.3 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 investigation, 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 investigation.

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

25.6.5 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. The University agrees to take such steps as may be necessary and reasonable to protect the reputation and credibility of such a respondent.

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

25.7 Senior Advisor Dispute Resolution & Support:

25.7.1 The University shall appoint a Senior Advisor Dispute Resolution & Support with responsibility for receiving complaints and implementing Harassment policies and procedures. The University shall provide the person appointed with training in the resolution of disputes involving accusations of harassment.

25.7.2 In the event that the Senior Advisor Dispute Resolution & Support has a conflict of interest, or knows of any other circumstance which would inhibit fulfilling his/her role in a fair and impartial manner, the Senior Advisor shall report the existence of such circumstances to the President who shall appoint a designate to serve in place of the Senior Advisor Dispute Resolution & Support.

25.7.3 By June 1st each year, the Senior Advisor Dispute Resolution & Support shall make an annual report to the President with a copy to the Association. This report shall provide a statistical record of complaints, informal resolutions, mediations, and formal investigations, and shall include any observations and recommendations the Senior Advisor Dispute Resolution & Support may have with respect to this Article.

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 17.7.2.

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 discipline 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:

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 The Association shall have carriage of all Individual, Group and Association grievances. No grievance may proceed to Step 1 unless and until it has been assumed by the Association.

27.1.3 All written communications pursuant to this Article shall be by registered mail or receipted hand delivery.

27.1.4 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.

27.1.5 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.

27.1.6 In order to provide for the orderly and timely settlement of grievances and to fulfill 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 the Association on behalf of a single Member. Where two or more Members have a common grievance, the Association is entitled to initiate a separate grievance with respect thereto on behalf of each such Member.

(b) Group Grievance is a grievance initiated by the Association on behalf of 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.

27.3.4 Nothing in this Article shall be deemed to preclude the Association from initiating an Association 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.

27.3.6 There shall be no discrimination, harassment or coercion, of any kind, practiced 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, 16 or 17.1, 17.2, 17.3;

(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 37.

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 who has any dispute or difference arising out of the application, interpretation, administration or alleged violation of the provisions of this Agreement may arrange a meeting with the appropriate Dean/University Librarian to explore possible resolutions. The Member has the right to be accompanied by an Association representative at the meeting. Nothing in 27.5.1 and 27.5.2 prevents the Member from proceeding directly to the grievance procedure.

27.5.2 If the dispute or difference is resolved at this step, the Member, the Dean, or the University Librarian has the right to have the agreed resolution put in writing and countersigned by all parties, in which case a copy shall be provided to the Association. Such resolution shall be without prejudice or precedent with respect to any future disputes.

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 Member did not use the Informal Stage, the Association may present a formal grievance to the Dean/University Librarian.

27.6.1.2 The Association 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 Association Grievance Officer, and shall make every reasonable attempt to resolve the grievance. At the option of the Association, the grievor may be present at this meeting.

27.6.1.4 If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by the Association Grievance Officer 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 and to the grievor. 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 Association Grievance Officer 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 Association Grievance Officer reasons for denying the grievance with a copy to the Association and to the

grievor.

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 Association Grievance Officer shall, in consultation with the grievor, reduce the grievance to writing and shall specify the article or articles alleged to have been violated and the remedy sought. The Association Grievance Officer shall forward the written report on the grievance to the Vice-President: Academic, with a copy to the Association and to the grievor:

(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 5 working days following receipt of the grievance, both Parties shall provide to each other all documents upon which they rely in respect of the grievance. Where documents to be relied upon include confidential materials in accordance with 12.2.2, each Party shall label such documents "Confidential" and shall retain them in an envelope separate from other documents produced in the grievance. The Parties shall restrict access to confidential material to only those individuals who will advise or decide on the grievance, including the Vice-President: Academic or representative, and the Association representative(s). An individual Member shall not be shown confidential material without the express written consents of the Parties, the author of the confidential material, and any individual who is the subject of the confidential material. Either Party may request from the other copies of any other document(s) it considers to be relevant to the grievance, and such requests shall not unreasonably be denied. In the event that the Party from which production has been requested refuses to produce the requested document(s), it shall provide its reasons for its refusal in writing within 5 working days of the request.

27.6.2.3 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 Association Grievance Officer.

27.6.2.4 In the event that no settlement is reached within 10 working days after the date of the first meeting under 27.6.2.3, the Vice-President: Academic shall within 3 working days after this 10 day period, forward in writing to the Association Grievance Officer and to 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 workings 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:

Louisa Davie
Pamela Picher
Howard Snow
Russell Goodfellow
Mary Lou Tims
Paula Knopf
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) The arbitrator or arbitration board shall make a final and binding settlement of the differences between the Parties and for that purpose, has all the duties and powers of an arbitrator or arbitration board as stated in the *Ontario Labour Relations Act*, 1995, as amended from time to time and, in addition has the following duties and powers:

(i) to determine all questions of fact or law that arise;

(ii) effective upon the ratification of this Agreement, to grant such interim orders as the arbitrator or arbitration board considers appropriate, including the continuation or reinstatement in employment of a Member who has been denied Appointment with Tenure under Article 15, or Continuing Appointment under Article 16, and whose appointment terminates before the grievance is settled;

(iii) to make such orders or give such directions in proceedings as he/she or it considers appropriate to expedite the proceeding or to prevent the abuse of the arbitration process.

(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 arbitration, 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 person 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 one year.

28.2 Tuition Benefits and Day Care:

28.2.1 Tuition Benefits:

The Parties agree that the tuition waiver shall continue to be available for graduate and

undergraduate programs offered on the Waterloo and Brantford campuses with the exception of the MBA program offered at the Toronto Campus and any executive style graduate degree programs offered by the University. A Member and a Member's Dependant Children and Spouse are eligible for a tuition waiver benefit as follows:

Tuition Waiver:

Members, and with the Member's written permission, a Member's Dependant Children and Spouse are eligible for a tuition waiver equal to the tuition fees charged for undergraduate and graduate courses taken at Wilfrid Laurier University and at the Waterloo Lutheran Seminary, with the exception of any executive-style MBA program and any executive style graduate degree programs offered by the University. Tuition fee waivers for international students shall be limited to the value of the domestic fees for the equivalent program.

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 die in service, and Members who retire from Wilfrid Laurier University and their Spouses and Dependant Children shall also be entitled to Tuition Benefits under 28.2.1.

28.2.3 Day Care:
The University agrees to continue to make available to Members a daycare program at the current location or at another appropriate on-campus location. In light of the increased demand for places by Members, other employee groups and students, the University agrees to maintain an advisory committee with representation from all user groups to review day care arrangements, and to establish a similar advisory committee to review the day care needs at Laurier Brantford.

28.3 Athletic Facility Use and Parking:

28.3.1 Members shall have the right to use the University's athletic facilities upon payment of an annual fee of $232.03 plus taxes, or a per term fee of $77.62 plus taxes, effective May 1, 2012. Effective May 1, 2013 and May 1, 2014, the fee shall be increased by the scale increase under Article 30.

28.3.2 In each contract year, Members shall have the right to park in the University's parking lots upon payment of an annual fee of $363.23 plus taxes, effective May 1, 2012. Effective May 1, 2013 and May 1, 2014, the fee shall be increased by the scale increase under Article 30. The University shall maintain at least the number of available parking places for Members, exclusive of reserved parking places that were available on July 1, 2010. The parking lots designated for the use of faculty and staff shall be reserved for their use Monday to Thursday, 8:30 a.m. to 10:00 p.m., and Friday 8:30 a.m. to 5:00 p.m. Annually on May 1, the University shall provide a statement to the Association of the total number of parking spaces available to Members on the Waterloo campus and on the Brantford campus, and the total number of parking permits purchased by Members.

28.4 General Liability Insurance:

28.4.1 The University shall maintain General Liability Insurance protection for Members under the policy in effect on January 1, 2011.

28.4.2 When a Member is involved, or is likely to be involved, in circumstances giving rise to legal action against the University or the Member which flows from the Member's performance of duties as an employee, the University shall:

(a) notify the Member within 30 days of a formal notification of a potential adverse situation, circumstance, investigation, inquiry or complaint which might lead to legal action against the Member;

(b) provide the Member with full disclosure of all information relating to the case;

(c) compensate the Member for time off in attending the court case or formal hearing related to a potential or actual case.

28.5 Benefits for Retirees:

28.5.1 Subject to 28.5.2, 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 Extended Health Care Plan and the Dental Care Plan on the same terms as Members, except that the benefit amount available to retirees under the Extended Health Care Plan will be limited to a maximum of $30,000 per calendar year.

28.5.2 Members must have completed at least five (5) years of continuous, full-time service at the University immediately prior to retirement in order to be eligible to continue as members of the Extended Health Care Plan and the Dental Care Plan as per 28.5.1 above.

28.5.3 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 Vice-President: Research, and access to the University Library, University computing facilities, the athletic facilities, and to parking on the same basis as Members.

28.5.4 For Members who are eligible for post-retirement benefits, and who retire early and have an alternate benefit plan through employment elsewhere, the alternate plan will be the first payer on benefit claims and the University shall serve as the second payer. In no case shall a retired Member be denied benefits under this provision.

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, changes 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 June 30, 2008 as follows:

(a) Extended Health Care Plan;

(b) Dental Care Plan;

(c) Basic Group Life Insurance Plan;

(d) Long Term Disability Plan;

(e) Optional Group Life Insurance Plan;

(f) Optional Accidental Death, Dismemberment and Loss of Sight Plan.

28.6.3 The Parties agree to implement the Trial Drug Program available through the Extended Health Care Plan with a trial period of 30 days, effective July 1, 2009.

28.6.4 The Parties agree that the annual maximum under paramedical expenses for psychologists, Masters of Social Work and Clinical Counselors shall be increased to $1,000 per year effective July 1, 2009.

28.6.5 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 Group Life Insurance, and (f) Optional Accidental Death,

Dismemberment and Loss of Sight Plan.

28.6.6 The Parties agree that representatives of the Association shall participate in the selection and recommendation of the carrier(s) of (d) Long Term Disability Plan, (e) Optional Life Insurance, and (f) Optional Accidental Death, Dismemberment and Loss of Sight Plan. These plans shall be put out to tender unless the insurer can match rates in place at other comparable institutions.

28.6.7 Members Who Continue in Employment beyond the Normal Retirement Date:

28.6.7.1 Members who continue in employment beyond the Normal Retirement Date, and who are less than age 70, shall be members of the benefit plans listed in 28.6.2 under the following conditions:

(a) Members who continue in employment beyond the Normal Retirement Date shall be members of the Extended Health Care Plan, Dental Care Plan and Optional Accidental Death, Dismemberment and Loss of Sight Plan;

(b) Members who continue in employment beyond the Normal Retirement Date shall be members of the Basic Group Life Insurance Plan with coverage of an amount equal to 1.0 times the Member's Reference Salary;

(c) Under the Optional Group Life Insurance Plan, Members who continue in employment beyond the Normal Retirement Date shall have the option of converting to an individual insurance policy with the Member paying the premiums;

(d) Membership in the Long Term Disability Plan shall end when a Member reaches the Normal Retirement Date.

28.6.7.2 Members who continue in employment past age 70 shall continue to be Members of the Extended Health Care Plan and Dental Care Plan on the same basis as Retirees as described in 28.5.1, save and except the requirements under 28.5.2.

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 Reimbursement for Relocation Expenses:

On the presentation of the appropriate vouchers, each new Member shall be reimbursed for 90% of relocation expenses, up to a maximum of $5000 for moving to within 60 kilometres of the Member's home campus, or as approved by the Vice-President: Academic. Relocation expenses shall only apply where the move is completed within six months of the start date of the appointment. Vouchers must be presented within three months of the relocation. Eligible expenses shall be in accordance with the University's policy on relocation expenses, which includes the cost of insurance on household and personal effects during the move.

28.9 University Loans:

28.9.1 On application to the Vice-President: Academic, University loans of up to $10,000 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 shall not 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, travel 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.

28.9.2 Any software acquired with or used on a microcomputer purchased under the provisions of 28.9.1, and any files on the hard disk of a microcomputer purchased under the provisions of 28.9.1 belong to the Member.

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 on1 January 2007, 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 29, 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 A Member who is eligible to transfer funds from a previous employer's pension plan directly to the WLU Pension Plan may choose to have such funds placed as additional voluntary contributions or placed in the Money Purchase Plan with service credit for the funds transferred. In the case of service credit, the Member shall pay $350 for the administration costs and shall receive from the University the actuary's report which shall include a statement of the years of service credit and an estimate of the pension income resulting from the proposed transfer.

29.1.3 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.

29.1.4 The Member and the University shall make matching contributions of seven (7) percent of a Member's Reference Salary to the Member's Money Purchase Account. Effective July 1, 2012 Members shall make contributions of seven and a half (7.5) percent for earnings below the YMPE and nine (9) percent for earnings above the YMPE of a Member's Reference Salary to the Member's Money Purchase Account. The University shall make contributions of seven (7) percent of a Member's Reference Salary to the Member's Money Purchase Account and in addition, shall contribute such amount as is certified by the plan Actuary as appropriate to make provision for the funding of the benefits to be provided from the Minimum Guarantee Pension.

The University will make both the Member and University contributions to the Member's Money Purchase Account for any Member, who by reason of disability, is in receipt of Long Term Disability Benefits from the University's insurance provider.

29.1.5 Subject to legislative limitations, the Minimum Guaranteed Pension Benefit will be adjusted annually by an amount equal to the increase in the Consumer Price Index for the previous year, to a maximum of four percent (4%) per year, cumulative from retirement for service accrued up to December 31, 2012. For service accrued under the Minimum Guarantee Pension Benefit on or after January 1, 2013 the Minimum Guaranteed Pension Benefit will be adjusted annually by an amount equal to fifty (50) percent of the increase in the Consumer Price Index (CPI) for the previous year, to a maximum adjustment of four percent (4%) per year, but no accumulation from retirement will apply.

29.1.6 For members who take early retirement from active service with the University, the current early

retirement reductions will apply to the portion of the member's Minimum Guaranteed Pension Benefit for service accrued up to December 31, 2012. For the Minimum Guaranteed Pension Benefit based on service accrued on or after January 1, 2013 the reduction will be 3% per year if retirement is between age 60 and age 65 and an additional reduction of 5% per year for each year prior to age 60.

29.1.7 Supplemental Pension Arrangement:

Members of the Bargaining Unit whose pension contributions equal or exceed the maximum annual amount prescribed by *the Income Tax Act* (Canada) or the minimum Guaranteed Benefit accrued on behalf of the Member exceeds the maximum annual pension benefit permitted under the *Income Tax Act* (Canada) shall be members of the Wilfrid Laurier Supplemental Pension Arrangement for all service on or after July 1, 2003.

29.2 Retirement:

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, or the first day of July next following the Member's 65th birthday. 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.

29.2.1.2 Members will make contributions to the WLU Pension Plan, and by so doing, will receive the required University contributions and credit for pensionable service.

29.2.1.3 Subject to 29.2.2 pension benefits are paid monthly commencing on the first of the month following retirement.

29.2.2 Employment beyond the Normal Retirement Date:

29.2.2.1 Members who continue in employment beyond the Normal Retirement Date, under 29.2.1, will be required to either:

(a) commence receiving pension payments at the Normal Retirement Date under 29.2.1.1, 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, receive required University contributions and additional pensionable service for the period worked.

29.2.2.2 Members who continue in employment past the Normal Retirement Date under 29.2.1 will be required to commence receiving pension payments no later than the end of the calendar year in which the Member attains age 71 or such later date as may be permitted under the *Income Tax Act* at which time both the Member and the University will cease contributions to the WLU Pension Plan and the period of continued service will not be counted as pensionable service for the calculation of pension benefits.

29.2.3 Early Retirement:

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 Phased-in Retirement Option:

29.2.4.1 A Member over age 55 with a combination of age and years of service equal to or greater than 70 may opt for a Phased-in Retirement option. This option provides for a reduced load appointment under the terms of Article 20 plus enhancements of the Member's actual salary. The period of the Phased-in Retirement shall be for three years prior to the Member's retirement. Once having taken up this option, the Member is committed to retire on the date specified in the Phased-in Retirement agreement. The latest date on which a Member may complete the Phased-in Retirement option shall be June 30 following the Member's 71st birthday. Members on Phased-in-retirement shall continue to participate in University benefits plans, subject to 28.6.7.

29.2.4.2 During the phased-in retirement period, a Faculty Member shall have a reduced workload agreed upon by the Member and the Dean. The reduction in workload will be established based on the reduction in teaching workload, which may vary in each year of the phased-in retirement, and salaries and benefits in each year shall be adjusted according to the agreed upon workload. Over the three year period, the teaching workload shall be at least 140% and not more than 180% of the Faculty Member's normal teaching load, defined as the annual teaching load norm under 18.2.1.1, rounded to the nearest course. In each year of the phased-in retirement period, the teaching workload shall be not less than 40% and not more than 80% of the Faculty Member's normal teaching load, rounded to the nearest course.

29.2.4.3 During the phased-in retirement period, a Librarian Member shall have a reduced workload agreed upon by the Member and the University Librarian. This reduced workload may vary in each year of the phased-in retirement, and salaries and benefits in each year shall be adjusted according to the agreed upon workload. Over the three year period, this workload shall be at least 140% and not more than 180% of the Librarian Member's normal workload, defined as the annualized average work week under 19.2.1. In each year of the phased-in retirement period, the workload shall be not less than 40% and not more than 80% of the Librarian Member's normal workload.

29.2.4.4 During the phased-in retirement period, the Member's Reference Salary shall be subject to all the adjustments provided for under Article 30, and any salary-related benefits shall be based on the Member's Reference Salary. As a reduced load appointment, the Member shall have an actual annual salary determined as follows:

(a) an amount equal to the Member's Reference Salary reduced on a pro rata basis commensurate with the reduced teaching load under 29.2.4.2 or workload under 29.2.4.3; plus

(b) 25% of the Member's Reference Salary.

29.2.4.5 The Member shall make pension contributions based on his/her Reference Salary and the University shall make matching contributions. If the Member notifies the University in writing prior to the start of the phased-in-retirement period, the Member may opt for making pension contributions on the basis of his/her actual salary for the full period of employment on the phased-in-retirement plan.

29.2.4.6 Members apply for the Phased-in Retirement Option by writing to the Vice-President: Academic, copied to the Dean/University Librarian and Department Chair, by October 15 prior to the contract year in which the Phased-in Retirement commences.

29.2.4.7 In all other matters, the provisions of Article 20 shall apply to this Phased-In Retirement Option.

29.2.5 Special Voluntary Exit Plan (SVEP):

The Parties agree that all eligible Members who applied for Special Voluntary Exit Plan (SVEP) on or before June 30, 2011 are entitled to participate in the Special voluntary Exit Plan (SVEP) set out in Appendix C of this Agreement. The Special Voluntary Exit Plan expires June 30, 2011. .

29.2.6 Benefits for Early Retirees:

Members electing Early Retirement as set forth in 29.2.3 shall be entitled to the benefits set forth in 28.5.

29.2.7 Retirement Counselling:

The University shall make available annually group retirement services to Members 55 years of age or older. Counselling shall include (a) retirement planning; and (b) personal aspects of retirement.

29.3 Information:

29.3.1 Annually, the University shall distribute to all Members and to the Association a WLU Pension Plan Annual Information Brochure, including a summary of the WLU Pension Plan, a statement of the Minimum Guarantee Formula including any limits which may apply, and a listing of all actuarial assumptions. This brochure shall include information on the annual pension adjustments and investment performance. A table on annual pension adjustments shall include: Plan Year, Pension Fund Interest, Fund Interest on Four Year Rolling Average, Consumer Price Index, Annual Pension Adjustment for MPP and MGP, and a table on investment performance shall be for the total fund listing the Asset Mix by percentage, and Market Return by Index and rate of change (%) for one year and over four years.

29.3.2 The University shall provide the following information about the WLU Pension Plan:

(a) the University shall include in the WLU Pension Plan a statement that upon retirement a member of the plan may withdraw all funds in his/her account from the Money Purchase component of the plan, and this statement shall be included in the Annual Information Brochure;

(b) the annual pension statement shall include the estimate of the value of the pension with joint and last survivor life guaranteed 5 years;

(c) a copy of the WLU Pension Plan shall be available on the University Website including amendments to the plan. Any time an amendment is approved, Members shall be notified within 30 days of its approval. Upon a Member's request, the University shall supply the Member a copy of the WLU Pension Plan and its amendments;

(d) a copy of the Supplemental Pension Arrangement shall be provided to each Member when he/she becomes eligible for the Arrangement.

29.3.3 Annually, the University shall provide the Association with three (3) copies of the WLU Pension Plan as filed with the Pension Commission, and three (3) copies of the Supplemental Pension Arrangement.

29.3.4 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.

30.1.2 When a Member on a Limited Term Appointment receives a Provisional, Candidacy, or Tenure

Appointment, the initial Reference Salary shall be negotiated and shall not be less than the Member's previous Reference Salary plus adjustments in compensation in accord with this Article 30. 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.

30.1.3 Reference Salaries shall be adjusted as specified in this Article, and the adjusted salaries shall take effect as of July 1, unless otherwise specified in this Article. Salary adjustments for individual Members shall include one or more of the following components applied in the following order:

(a) a Scale Adjustment;

(b) a Career Development Increment;

(c) a Promotion Increment;

(d) Ontario System Adjustment;

(e) a Salary Anomaly Adjustment.

30.2 Scale Adjustment:

30.2.1 The Scale Adjustment shall be an increase applied on July 1st each year to the Reference Salary of each Member.

30.2.2 Effective July 1, 2011, the Scale Adjustment for the 2011-2012 contract year shall be 2.0%. Effective July 1, 2012, the Scale Adjustment for the 2012-2013 contract year shall be 2.0%. Effective July 1, 2013, the Scale Adjustment for the 2013-2014 contract year shall be 2.0%.

30.3 Salary Floors:

30.3.1 The Reference Salary of each Member shall be at least the floor of his/her rank. If after the Scale Adjustment under 30.2 has been applied to a Member's Reference Salary, the adjusted salary is below the floor, then the Member's Reference Salary shall be adjusted upward to the floor of his/her rank, except in the case of Members receiving Promotion Increments, when any adjustment to the floor of the rank shall be in accordance with 30.5.1.

30.3.2 The Salary Floors for Faculty Members shall be as follows (with salary floors increased by scale effective July 1, 2012 and July 1, 2013):

Rank	July 1, 2011	July 1, 2012	July 1, 2013
Professor	$105,557	$107,668	$109,822
Associate	$86,803	$88,539	$90,310
Assistant	$70,728	$72,143	$73,585
Lecturer	$58,940	$60,119	$61,321

30.3.3 The Salary Floors for Librarian Members shall be as follows (with salary floors increased by scale effective July 1, 2012 and July 1, 2013):

Rank	July 1, 2011	July 1, 2012	July 1, 2013
Librarian IV	$78,230	$79,795	$81,390
Librarian III	$67,513	$68,863	$70,240
Librarian II	$58,940	$60,119	$61,321
Librarian I	$53,582	$54,654	$55,747

30.4 Career Development Increment:

30.4.1 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.

30.4.2 The value of the Career Development Increment (CDI) for Faculty Members and Librarians shall be $2,805 effective July 1, 2011, $2,861 effective July 1, 2012, and $2,918 effective July 1, 2013. The CDI shall be applied each year to each Member's Reference Salary, subject to 30.4.3.

30.4.3 The application of the CDI system shall be as follows:

(a) **Lecturer, Assistant Professor, Associate Professor, Librarian I, II and III:**
For the ranks of Lecturer, Assistant Professor, Associate Professor and Librarians I, II and III for a salary level below 2.0 times the Assistant Professor floor or Librarian II floor, respectively, the lesser of the full value of the CDI, or the amount needed to raise the Member's Reference Salary to 2.0 times the relevant floor will be applied, provided that the adjustment is not less than 0.5 of the value of the CDI. For a salary above between 2.0 and 2.2 times the Assistant Professor floor or Librarian II floor, respectively, the lesser of 0.5 of the value of the CDI, or the amount needed to raise the Member's Reference salary to 2.2 times the relevant floor will be applied. Subject to (b) below, for a salary above 2.2 times the Assistant Professor or Librarian II salary floor level, respectively, no CDI will be applied;

(b) Notwithstanding (a) above, in the ranks of Lecturer, Assistant Professor, and Librarian I and II, a Member shall be entitled to not less than eight (8) CDIs; and in the ranks of Associate Professor and Librarian III, a Member shall be entitled to not less than ten (10) CDIs:

(c) **Professor and Librarian IV:**
For the ranks of Professor or Librarian IV for a salary level below 2.2 times the Assistant Professor or Librarian II floor, respectively, the lesser of the full value of the CDI, or the amount needed to raise the Member's Reference salary to 2.2 times the relevant floor will be applied, provided that the adjustment is not less than 0.5 of the value of the CDI. For a salary level between 2.2 and 2.5 times the Assistant Professor floor or Librarian II floor, respectively, the lesser of 0.5 of the value of the CDI, or the amount needed to raise the Member's Reference salary to 2.5 times the relevant floor will be applied. For a salary above 2.5 times the Assistant Professor or Librarian II salary floor level, respectively no CDI will be applied.

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 CDI.

30.5.2 The Promotion Increment shall become effective on July 1 following the awarding of the promotion except in the case of promotions under 15.7.3. When a Member is promoted under 15.7.3, the Promotion Increment shall be added to the Member's Reference Salary effective the month following receipt by the Vice-President: Academic of official notification that all degree requirements have been met.

30.6 Ontario System Adjustment:

30.6.1 In order to provide for fair and equitable compensation and to make salaries competitive within the Ontario system, there shall be an Ontario System Adjustment allocated to address the relative position of each rank in the market. Tenured and Tenure Track Members and Librarians in Continuing Appointments and appointments leading to a Continuing Appointment in the following ranks effective July 1, 2011 will be eligible to receive the following system adjustment:

All Assistant Professors, and Associate Professors with four or fewer years in rank, shall have an adjustment of $1,350 effective July 1, 2012 and $1,250 effective July 1, 2013;

All Associate Professors in rank five years or more, all full Professors and all Librarians shall have an adjustment of $1,000 effective July 1 2012 and $900 effective July 1, 2013.

30.7 Salary Anomaly Adjustment:

30.7.1 The Parties agree to establish a bilateral committee composed of two representatives of the University and two representatives of the Association to review salary anomalies within the Bargaining Unit. The committee shall be constituted within forty (40) days of the ratification of the agreement. The committee shall base its review on the Reference Salaries of Members as of July 1, 2011, and shall establish its own method for conducting the review. The committee shall report to the University and the Association by June 1, 2012, and the report shall identify Members whose salaries are anomalous, the amount of the recommended adjustment in each case, and the total expenditure for the Anomaly Adjustments. The University shall make the recommended salary anomaly adjustments in the July, 2012 pay.

30.7.2 A Letter of Understanding is attached to this agreement to assess the salaries of Members teaching Business courses at the Brantford campus. A designated fund of $25,000 shall be available for this purpose.

30.7.3 The Anomalies Adjustments to Members' Reference Salaries shall be retroactive to July 1, 2011. For this purpose, there shall be a fund of $25,000. Any moneys in this fund which are not allocated for anomaly adjustments shall be placed in the Vice-President: Academic's academic development fund. If the committee finds that the fund is inadequate to rectify all the anomalies identified, it shall report to the Joint Liaison Committee giving the names and salaries of Members whose salaries are identified as anomalous, its recommendations for adjustments, and the amount of money required to meet all the identified anomalies.

30.8 Merit Award:

30.8.1 A Merit Award may be awarded for outstanding or superior performance of a Member's responsibilities including: teaching, research or other scholarly activities, or academic, professional or University community service. The Dean or University Librarian, as appropriate, shall assess each Member of the academic unit for a Merit Award. The assessment of a Member's performance shall be based on accomplishments set out in the Member's Annual Activities Report for the current year and previous two years.

30.8.2 Members holding Provisional, Candidacy, Tenured and Continuing Appointments are eligible for Merit Awards.

30.8.3 The value of a Merit Award unit will be a one-time payment of $3,000.

30.8.4 Merit Award decisions will be made by the Vice-President: Academic upon the recommendation of the Dean(s) or the University Librarian in accordance with 30.8.5, 30.8.6, and 30.8.7.

30.8.5 The number of Merit Awards shall be determined and distributed on the following basis:

(a) the academic units of Laurier Brantford, the Faculties of Arts, Music, School of Business and Economics, Science, Social Work, and the Library shall be assigned two Merit Awards;

(b) the Faculty of Education shall have merit determined and distributed under the Merit awards awarded by the Vice-President: Academic under 30.8.5(e) below. When the number of eligible Members under 30.8.2 is six, the Faculty of Education shall be assigned one Merit Award for the academic unit. When the number of eligible Members under 30.8.2 is ten, the Faculty of Education shall be assigned two Merit Awards.

(c) the academic units of Laurier Brantford, the Faculty of Arts, the Faculty of Science, and

the School of Business and Economics shall each receive additional Merit Awards equivalent to 10% (rounded up) of the eligible Members in each of these academic units;

(d) each Dean/University Librarian shall make recommendations to the Vice-President: Academic for Merit Awards in his/her academic unit;

(e) in addition the Vice-President: Academic shall have six (6) Merit Awards to be awarded following the report of the Deans/University Librarian under (d) above; at least three (3) of these Merit Awards shall be awarded for outstanding contributions in teaching and/or service.

30.8.6 By September 15 in each year of this Agreement, and before any merit assessments are undertaken, the Vice-President: Academic, pursuant to 30.8.5, shall calculate the number of Merit Awards for each academic unit to be awarded the following July 1, and this allocation shall be subject to the agreement of the Association. Once agreement is reached each Dean/University Librarian shall be informed of the number of Merit Awards available in his/her academic unit. For Merit Awards to be awarded in 2011, the Vice-President: Academic and the Association shall agree on the number and distribution of Merit Awards within 22 days of the ratification of the Agreement.

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

30.9 Market Fund:
A market fund of up to $50,000 will be created in order to adjust the Reference Salaries of individual Members where the demand for an individual's expertise or accomplishment makes such an adjustment necessary. This fund will be distributed to individual Members by the President on the recommendation of the Vice-President: Academic, Deans and University Librarian.

30.10 Overload Stipends:

30.10.1 Effective September 1, 2011, and increased by scale effective September 1, 2012 and September 1, 2013, the Overload Stipend for regular undergraduate or graduate credit courses, excluding Online Learning Courses and Courses taught under 30.10.3 below, per one-term course equivalent shall be:

Effective Date	One-Term Undergraduate Course	One-term Graduate Course
Sept. 1, 2011	$7,054	$7,379
Sept. 1, 2012	$7,195	$7,526
Sept.1, 2013	$7,339	$7,677

30.10.2 Online Learning Courses:

30.10.2.1 Online Learning courses are those taught using the Internet. Effective September 1, 2011, and increased by the scale adjustment under 30.2 effective September 1, 2012 and September 1, 2013, the compensation for teaching Online Learning Courses shall be:

Effective Date	One-Term Course	Two-Term Course
Sept.1, 2011	$4,501	$9,002
Sept.1, 2012	$4,591	$9,182
Sept.1, 2013	$4,683	$9,366

30.10.2.2 For a 0.5 credit Online Learning Course, when the number of students enrolled in the course exceeds 25, the Member shall receive an additional $65 per student for each student in excess of 25. The number of students per course shall be based on the University's official count date.

30.10.2.3 For a 1.0 credit Online Learning Course, when the number of students enrolled in the course exceeds 25, the Member shall receive an additional $130 per student for each student in excess of 25. The number of students per course shall be based on the University's official count date. For full-year Distance Education courses which fall over two official count dates, the Member shall receive an additional $65 per student for each student in excess of 25 enrolled in the course on the first term count date, and $65 for each student in excess of 25 enrolled in the course on the second term count date.

30.10.3 Special Overload Stipends:

30.10.3.1 Effective January 1, 2011, Members teaching in graduate programs for which the University receives no government funding in the School of Business and Economics, namely the Laurier MBA Toronto programs and the Laurier EMTM (Executive Masters in Technology Management) Program, shall be compensated at the rate of $350 per contact hour.

30.10.3.2 Within thirty (30) days of the end of each academic term, the University shall provide the Association with a report on the programs under this article listing the names of each Member, the course(s) they participated in, other duties performed, the number of contact hours for which the Member was compensated, and the total compensation paid to all Members for duties performed under 30.10.3.

30.11 Stipends for Academic Department Chairs, Area Heads in the Department of Business, Program Coordinators, and Department Heads in the Library:

30.11.1 Effective July 1, 2011, the minimum annual stipend for a Chair shall be based on the number of full-time faculty in the academic sub-unit. The administrative stipends for Department Chairs shall be as follows:

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

(a) greater than or equal to 15: $6,000;

(b) less than 15: $ 5,000.

30.11.2 Effective July 1, 2011, the minimum stipend for an Area Head shall be $5,000.

30.11.3 Effective July 1, 2011, the minimum stipend for a Department Head in the Library shall be $3,500.

30.11.4 Effective July 1, 2011, the minimum stipend for a Program Coordinator shall be $4,000.

30.12 Reference Salaries of Administrators returning to the Bargaining Unit:
Pursuant to 3.1.4, each administrative officer who also is a full-time faculty member or a full-time librarian shall have a Reference Salary. When such an officer enters or returns to the Bargaining Unit, the Reference Salary of that Member shall not include his/her administrative stipend.

ARTICLE 31: TEACHING EVALUATIONS

31.1 Course Evaluations:
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 Evaluation of Teaching Performance:

31.2.1 The University may conduct evaluations in order to assess a Faculty Member's teaching performance. Whenever this Agreement calls for an evaluation of the teaching performance of a

Member in relation to contract renewal, tenure, promotion, or discipline for deficient performance of workload duties, the evaluation, recommendations and decisions shall be in accord with this Article.

31.2.2 For the purposes of this Article, teaching includes the following activities performed by Members either in the classroom, through correspondence, or from a distance through the use of technologically assisted instruction:

(a) giving courses; conducting seminars; guiding tutorials, laboratories and studio work; supervising fieldwork and individual study projects;

(b) preparing and correcting assignments, tests and examinations;

(c) guiding the work of teaching assistants, markers and laboratory instructors;

(d) guiding and evaluating individual student's work such as theses, papers and research projects;

(e) consulting with students individually outside of class or laboratory meetings;

(f) participating in the development of teaching methods, programs or course content;

(g) preparing instructional material, laboratory exercises and course readers and notes;

(h) all other activities in which the Member engages for the purpose of preparing for courses and seminars, including those undertaken to ensure that his/her teaching is in keeping with the current state of knowledge in the subject(s) being taught.

31.2.3 An evaluation of a Member's teaching performance may take place only when:

(a) in the course of an application for contract renewal, tenure or promotion;

(b) a review of his/her performance is undertaken under the provisions of Articles 10 or 26;

(c) when a Member requests an evaluation, or consents to an evaluation for the purposes of merit, a teaching award, or other recognition.

Except in the case of contract renewal, no evaluation of teaching performance may consider a period of less than three years.

31.2.4 Any evaluation of a Member's teaching performance shall seek to balance all aspects of teaching as well as the department and/or faculty context within which the Member works. Assessments of teaching performance shall recognize that:

(a) a Member's strong performance in some aspects of teaching may compensate for a weaker performance in other aspects of teaching;

(b) if a Member's performance is good in several kinds of teaching activities, a Member's teaching shall be rated more highly;

(c) teaching performance may differ significantly in different departments or disciplines, and a Member shall only be assessed according to the standards in his/her department or discipline.

31.2.5 Any assessment of a Member's teaching performance shall review all relevant information including but not limited to:

(a) the size, type and nature and level of courses taught;

(b) the nature of the subject matter;

(c) the experience of the instructor with the course, and the number of new preparations assigned to the instructor;

(d) the role of the instructor and the method of course delivery;

(e) the quality and utility of instructional materials prepared by the Member;

(f) the Member's contributions in the areas of instructional development and innovation, and the complexity and risk such innovation entails;

(g) the opinions of students, including quantitative data gathered through the student questionnaires set out under 31.3.

31.2.6 Any Member whose teaching performance is being evaluated has the right to submit additional information about his/her teaching.

31.2.7 Although student opinions provide important information about teaching performance, such opinions do not in themselves constitute an evaluation of teaching performance. No evaluation of teaching performance may rely exclusively or primarily on student questionnaires or student opinions.

31.2.8 Any assessment of a Member's teaching performance shall make due allowance for any special circumstances which may effect the Member's teaching performance.

31.2.9 If the Dean or designate is assessing a Member's teaching performance for deficit performance of duties under Article 10 or 26, or at the Member's request, the Dean or designate shall meet with the Member to establish relevant facts about the Member's teaching. The Member may request that the Dean or designate attend one of the Member's classes as part of the assessment. The report on a Member's teaching performance shall be in writing, sent to the Member, and shall include:

(a) a statement of the reasons for the assessment, of its scope and the sources of information on which the assessment depended;

(b) a summary and analysis of the information gathered;

(c) a statement of the results of the assessment which shall conclude that the Member's teaching performance was "excellent," "satisfactory," or "unsatisfactory."

31.3 University Teaching Evaluations from Student Questionnaires:

31.3.1 The University may conduct evaluations in order to assess a Faculty Member's teaching performance. The teaching evaluations and their administration shall be in accordance with the regulations below and with other provisions of this Agreement.

31.3.2 Teaching evaluations intended for the University's assessment of Faculty Members shall be supervised by individual departments or equivalent academic sub-units. The original evaluation forms shall be retained by the Dean for at least one year, and during such time shall be available to the Member. Before any decision is taken to dispose of them, the Member must be advised in writing by the appropriate Dean.

31.3.3 There shall be a uniform University questionnaire for all credit courses except Music Studio Instruction evaluated under 31.4 and Distance Education courses evaluated under 31.5. For the term of this Agreement, the questionnaire shall be that used in the Winter Term 2002. Any changes to this questionnaire shall only be made with the agreement of both parties. The University shall receive the consent of the Association before it takes any recommended changes to Senate for ratification.

31.3.4 In light of the increase in the size of classes, the impact of information technology upon

instruction, and the readiness of entry-level students for university, the Parties agree to establish a bilateral committee to undertake a review of the existing uniform University questionnaire under 31.3. This review shall proceed in accordance with the Letter of Understanding appended to this Agreement.

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

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

31.3.7 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. 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. Course instructor(s) shall not receive any information which would disclose the identity of students who completed the questionnaire. For this reason, the University will not conduct evaluations in a class of fewer than 5 students.

31.3.8 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 questions 1 to 9 shall be aggregated, and the mean, median, 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. The responses to the final question on overall instructor rating will only be used by the University to assess student responses within the institution as a whole, and will not be part of the record of the teaching evaluation of an individual Faculty Member, will not be placed in the Member's Official File, and will not be used in the assessment procedures under Articles 10, 13, 15, and 26.

31.3.9 Only aggregated data under 31.3.8 which conform to the provisions of this Article, and which have been placed in the Member's Official File can be submitted by the University in its assessment of a Faculty Member's teaching performance. A Member may include course evaluations under 31.1, student testimonials and other forms of student opinion in his/her Teaching Dossier, and submit this dossier as part of an application for contract renewal, tenure, or promotion, or as information for any other assessment of the Member's teaching performance.

31.4 Teaching Evaluations for Studio Instruction in Music:

31.4.1 In light of the one-on-one instruction in studio courses in the Faculty of Music, there shall be a specific teaching evaluation form for studio instructors. Using the same format as the University Teaching Evaluations under 31.3, the statements that constitute the basis for the student's evaluation of the instructor shall be the following:

1. This course contributed to my development as a musician.

2. The instructor assigns appropriate repertoire that is suited to my level and needs.

3. The instructor is well-prepared for each lesson.

4. The instructor gives clear explanations.

5. The instructor stimulates my interest in the subject matter.

6. The instructor assists the student in the development of technical skills.

7. The instructor encourages the student's expressive and artistic development.

8. The instructor gives a clear idea of requirements and standards in this course.

9. The instructor displays an interest in and concern for the student.

(*) Overall, the instructor is an effective university teacher.

NOTE: This last question will only be used by the University for assessing student responses within the institution as a whole, and will not be part of the record of the teaching evaluation of an individual Faculty Member.

31.4.2 Evaluations for studio instructors in music shall not be on the basis of a course but upon the instructor's studio. In accordance with 31.3.7, the evaluation shall take place in the Master Class of an instructor's studio. The University will not conduct an evaluation using the teaching evaluation form in Master Classes with fewer than five (5) students.

31.4.3 When an evaluation of teaching is required for the purposes of contract renewal, tenure or promotion for instructors with fewer than five students in their studio, the University shall conduct an evaluation under 31.2: Evaluation of Teaching Performance. The Dean shall advise the Member in writing that the evaluation is not for reasons of deficiency of performance but because the Member's Master Class has fewer than five students. Any evaluation shall be at a time mutually agreed upon by the Dean and the Member. The first evaluation shall occur during the first contract year of the Member's employment, and thereafter there shall be no more than one evaluation in a contract year. Members with tenure who teach studios with fewer than 5 students per year shall be evaluated under 31.2 every three years.

31.5 Online Learning Teaching Evaluations:

31.5.1 In light of the mode of delivery of Online Learning courses, there shall be a separate teaching evaluation form for these courses. With the exception of the questions listed under 31.5.2, and the procedures under 31.5.3 this questionnaire shall conform to provisions for the University Teaching Evaluations under 31.3.

31.5.2 The Online Learning Teaching Evaluation Form questionnaire shall be based on the following statements:

(1) The instructor provides clear explanations.

(2) The instructor stimulates my interest in the subject matter of the course.

(3) The instructor assists students in dealing with course material and concepts.

(4) The instructor encourages on-line participation and interactivity among students.

(5) The instructor gives a clear idea of requirements in this course.

(6) The instructor clearly specified his/her communication policy and timing with respect to responses to student inquiries and the return of assignments and/or tests.

(7) The instructor provides responses to tests, assignments, and student inquiries in sufficient time to assist with the student's learning in the course.

(8) The instructor displays an interest and concern for students.

(*) Overall, the instructor is an effective university teacher.

Note: This last question will be used only by the University for assessing student responses within the institution as a whole, and will not be part of the record of the teaching evaluation of an individual instructor.

31.5.3 The evaluation form will be sent to the student electronically within the last 15 days of the course with a request that the form be returned electronically to the Centre for Online Learning at the conclusion of the course. Only forms returned directly from the student to the Centre for Online Learning will be used in the assessment of a Member's teaching. The University will not conduct evaluations in a class of fewer than 5 students, and evaluations for classes in which there are fewer than 5 student responses shall not be placed in the Member's Official File.

31.5.4 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.

31.6 Teaching Dossier:

31.6.1 A Teaching Dossier provides a record of a Faculty Member's teaching accomplishments, strengths and activities. It contains documents, statements, and materials that demonstrate the scope and quality of a Faculty Member's teaching performance.

31.6.2 Contents of a Teaching Dossier:

A Teaching Dossier shall contain those items listed under (a) and a Member may include items such as those listed under (b):

(a) Items that must be included:

For applications for tenure and promotion, the Dossier shall provide a record of teaching with accompanying documents for a minimum of three (3) years and normally not more than seven (7) years preceding the date of application. For an applicant with fewer than three years teaching at the University, the record shall be for the Member's period of employment;

(i) List of courses taught, including the course number and title, credit value, and enrolment;

(ii) The outline for each course listed above, as per 18.2.4.1 (b) of the Collective Agreement;

(iii) List of individual student projects supervised, if any (e.g. honours theses or similar individually-supervised projects, master's or doctoral theses), whether completed or in progress, and the nature of the faculty member's involvement (principal advisor, second reader, external examiner, etc.) at Laurier or elsewhere;

(iv) The student teaching evaluations deposited in a Member's Official File by the University under 31.3 of the Collective Agreement shall be considered as part of the Teaching Dossier. A Member may wish to place additional copies of the teaching evaluations in the Dossier, but there is no requirement to do so.

(b) Items that may be included:

(i) In addition to the course outlines provided above, instructions for assignments, reading lists, final examinations, or other course-related materials, and information about the programs of study of students enrolled in the courses;

(ii) Course evaluations conducted by the Member; any comments the Member may wish to make about these evaluations, or about the University teaching evaluations under item (a) (iv) above;

(iii) Information from students, including informal student evaluations, letters, and

testimonials;

(iv) A statement of the Member's pedagogical goals and objectives;

(v) A statement of the Member's involvement in professional development in the pedagogical area. Here one might describe steps taken to improve one's own teaching, such as

- participating in seminars, work-shops, or professional meetings concerned with the improvement of teaching
- publishing articles, commentaries or reviews related to teaching
- receiving instructional development grants
- attempting instructional innovations and evaluating their effectiveness
- evidence of special assistance given to colleagues in the area of improvement of teaching (e.g. through the Mentorship program), or activities connected with the training and orientation of teaching assistants

(vi) Description of duties connected with the coordination of multi-sectioned, sequenced, or otherwise inter-related courses, and with the direction and coordination of programs of studies including the academic counselling of students;

(vii) Evidence of contribution to course, program, or general curriculum development. Here one might list membership on committees concerned with teaching or curriculum matters, and describe one's involvement in the design of new courses, development of new programs, etc.;

(viii) Information on a professor's contribution to the academic and cultural life of students in addition to activities normally associated with course instruction or research supervision (e.g., assistance with student clubs, with special events, with student conferences and exchanges, or with off-campus trips, etc.);

(ix) Evidence of outstanding achievement by one's students (for example, bibliographical information pertaining to publications by students on course-related work);

(x) Description of honours received as a result of teaching excellence (e.g. the awarding of or nomination for distinguished teaching awards at the university, provincial, or national level, invitations to teach for outside agencies or to act as advisor for development of educational programs);

(xi) Description of activities concerned with high school liaison;

(xii) Other material that the Member deems relevant.

31.6.3 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.

31.6.4 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 & 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, 2000,* S.O. 2000, c.41 and as further amended.

32.1.2 The two weeks notice required in Article 32.1.1 shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that happens earlier than the Member was expected to give birth. In such circumstance, the Member shall provide the University as much notice as is reasonably practical of the commencement of her leave.

32.2 Pregnancy Leave - Supplementary Benefits:

32.2.1 During the period of Pregnancy Leave, the Member who has been employed by the University for 12 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 Employment Insurance benefits received and 95% of the Member's Reference Salary;

(c) in the event of a miscarriage or a still birth, the Member shall be entitled to Compassionate Leave under Article 17.4.1 and for special consideration for an extension of that leave as provided for in Article 17.4.3.

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

(a) the University shall estimate the amount of the EIC 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 Employment Insurance Commission;

(c) the subsequent payments to the Member shall be adjusted, up or down, to reflect the actual Employment 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 32.4.4.

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 35 weeks in the case of the birth mother and 37 weeks for other parents. 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 52 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, 2000*, S.O, 2000, c.41, 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 35 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.

32.4 Parental Leave – Supplementary Benefits:

32.4.1 During the period of Parental Leave, a Member who has been employed by the University for at least 12 months immediately preceding the birth of a child or 12 months immediately preceding the child coming into the parent's custody, care and control for the first time, shall be entitled to supplementary benefits as follows:

(a) a Member who has received supplementary benefits for a pregnancy leave under 32.2.1 shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's Reference Salary for up to twelve (12) weeks;

(b) a Member who has not received supplementary benefits for a pregnancy leave under 32.2.1 shall be eligible to receive

(i) 100% of his/her Reference Salary for the first two (2) weeks of Parental Leave, and

(ii) an amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's Reference Salary for the next ten (10) weeks of Parental Leave.

32.4.2 To receive the supplementary employment benefit defined in 32.4.1, the Member shall supply the University with proof of application to the Employment Insurance Commission, and payment shall be in accordance with 32.2.2.

32.4.3 If both parents are Members, the supplementary employment benefit defined in 32.4.1, may be taken by either parent, or may be shared between the parents of the child.

32.4.4 Subject to the provisions of 32.2.1, 32.2.2, 32.6.6 and 32.6.7, 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 Employment Insurance benefits received and 95% of the Member's Reference Salary.

32.5 Extended Parental Leave:

32.5.1 An Extended Parental Leave without pay, up to a maximum of 52 weeks, shall be given to any Member who has been employed by the University for at least 12 months immediately preceding the commencement of a Parental Leave. An Extended Parental leave shall commence within 36 weeks of the commencement of a Parental Leave. The Members 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.

32.5.2 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.

32.5.3 Subject to 32.6.3, 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 32.5 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.

32.5.4 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.

32.6 Other:

32.6.1 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.

32.6.2 A Member preparing for the adoption of a child shall be eligible for paid leave under 17.5.1.

32.6.3 While on leave or within six months of completing a leave under the provisions of 32.1, 32.3, or 32.5, 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.

32.6.4 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.

32.6.5 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).

32.6.6 Subject to 32.6.7, supplementary benefits under 32.2 and 32.4 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 Employment Insurance Commission under 32.2.2 or 32.4.2 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.

32.6.7 A Member on a Limited Term, Provisional or Candidacy Appointment who has not been granted a further appointment or extension of his/her appointment under 32.6.3, is entitled to receive supplementary benefits under 32.2 and 32.4 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.

32.6.8 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.

32.6.9 Service accrued under leaves in this Article 32 shall count as credited academic service toward eligibility for a sabbatical leave to a maximum of one year.

32.6.10 In the event that a Member's Pregnancy and/or Parental Leaves coincide with a Sabbatical Leave, the Sabbatical Leave shall be postponed until the Member returns to work. In the event that a Member requires Pregnancy and/or Parental Leave while on sabbatical, the Member is entitled to interrupt the Sabbatical Leave. Sabbatical Leave shall then resume when the Member returns to work as though there had been no interruption. Reasonable notice of such interruption shall be given by the Member in writing to the Dean or University Librarian.

32.6.11 In the event that the commencement of a Member's Pregnancy or Parental Leave will occur during a term normally designated as a teaching term, and in clarification of 18.2.2.3, the Member's designated teaching term shall not be changed by the Dean. However, the Member may request in writing that the designated teaching term be rescheduled in light of the Pregnancy or Parental 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 mandates, 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 contribute 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 persons 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 courses on contract under the terms of the Collective Agreement between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association for Part-time Contract Academic Staff and Part-time Librarians, 2010-2013. 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, and whose terms and conditions of employment are established under the terms of the Collective Agreement between Wilfrid Laurier University and Wilfrid Laurier Faculty Association for Part-time Contract Academic Staff and Part-time Librarians, 2010-2013.

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 and are not retired Librarian Members shall not constitute more than 30% 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, exclusive of lab and tutorial sections that are not part of the contract for an intramural course, the Parties agree that:

(a) in each academic year, subject to the exemptions in 18.2.3.1(e) and Appendix E, the number of intramural courses taught by part-time faculty, who are not retired Faculty Members, shall not constitute more than 35% of the total number of intramural courses offered; and

(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.

34.5 If the University contracts with non-Members to perform the work of professional librarians and/or faculty in excess of the limits defined under 34.3 (a) and/or 34.4 (a), the University shall pay to Members an amount equal to the value of the work in excess of the limits according to the following:

(a) for excess work of librarians, the Librarian Members shall be paid in equal portions an amount equal to the number of hours of excess work times the hourly rate of the floor of the Librarian II;

(b) for the excess work of faculty, the Faculty Members shall be paid in equal portions an amount equal to the number of courses in excess of the limit times the value of the

overload stipend for an undergraduate course under 30.10.1.

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 full 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 not be required but shall be entitled to retire at the Normal Retirement Date (as defined under 29.2.1).

35.2.2 In order to facilitate planning by academic units and sub-units, Members shall give written notice of their intention to retire to the Dean/University Librarian, copied to the Department Chair or equivalent, and to the Vice-President: Academic. Librarian members shall give such notice six (6) months prior to the proposed date of retirement. Faculty Members shall give such notice on or before October 15 prior to the commencement of retirement on July 1. When changes in a Member's circumstances occasion a later notice of retirement, the University shall facilitate the Member's retirement.

When a Member continues to be employed by the University after his/her Normal Retirement Date the Member shall continue to participate in the University benefits plans as set out in 28.6.7 and 29.2.2.

35.2.4 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.

35.3 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 Normal Retirement Date, 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:

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 26.

ARTICLE 36: INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHT

36.1 General:

36.1.1 The first consideration of the University in this Article 36 is to promote the teaching, research and other scholarly and creative 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.

36.1.2 Each Member has the right to publish or otherwise disseminate the results of his/her research, scholarship or creative activities.

36.1.3 Intellectual property means any result of intellectual or artistic activity, created by a Member, that can be owned by a person. Intellectual property includes but is not limited to:

(a) inventions, publications, computer software, works of art, industrial and artistic designs, as well as all other creations that can be protected under patent, copyright, trademark or similar laws; and

(b) data bases, audio visual and computer material or equivalent circuitry, biotechnology and genetic engineering products (including plant cultivars and germ plasm), computer software, inventions, discoveries and all other products of research or discovery which are protected by a statutory regime through a registration system (such as patent or trademark registration), which may be licensable or otherwise protected by law; and

(c) computer software and lecture notes, laboratory manuals, articles, books, artifacts, works of visual art and music (including any software which expresses the said notes, manuals, articles, books, artifacts, or works). The terms “works or visual art and music” include productions (including sound, video, film, and hypertext multimedia).

36.1.4 Any provisions of this Article shall apply to joint creators of a piece of intellectual property, on a pro rata basis.

36.2 Ownership and Rights of All Intellectual Property:

36.2.1 All intellectual property is owned by the Members who create it, except in those cases:

(a) where there is a written contract to the contrary between the creator, the University, and/or a third party which assigns the ownership rights of the intellectual property to the

University or the third party; or

(b) where the University provides funds, resources, and facilities to the Member beyond those required for the payment of the Member's salary and benefits, for the provision of a normal academic environment in which to work, and for the performance of a regular workload by the Member, in which case, the Member shall agree to share ownership rights to the intellectual property with the University.

36.2.2 The University shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member without the Member's written consent.

36.2.3 In recognition of the University's commitment to scholarship, including teaching, research and publication activities:

(a) the University agrees that Members have complete intellectual and artistic freedom in the creation of intellectual property and the unqualified right to disseminate by any means whatsoever the intellectual property which they own; and

(b) the Member shall grant to the University a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for internal, non-commercial educational and research purposes, all intellectual property developed by Members with the use of the University's time, facilities, and resources.

36.3 Patents:

36.3.1 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.

36.3.2 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 36, 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.

36.3.3 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.

36.3.4 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.

36.3.5 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.

36.3.6 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.

36.3.7 If, pursuant to 36.3.4, 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.

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

36.3.9 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).

36.3.10 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.

36.3.11 The University's share of royalties shall be used to support research and scholarly activity.

36.3.12 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.

36.4 Copyrights:

36.4.1 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.

36.4.2 Notwithstanding clause 36.4.1, 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.

36.4.3 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.

36.4.4 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.

36.4.5 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.

36.4.6 Any funds which accrue to the University for royalties from copyrights in which it participates shall be used to support research and publication.

36.5 A transcription made from course material, which is the intellectual property of the course instructor and which complies with the purpose and procedures set out in Appendix H: Accessible Learning and access to Learning Management System Course Sites for Visually Impaired Students, is consistent with clause 36.2.2 above.

ARTICLE 37: FRAUD AND MISCONDUCT IN ACADEMIC RESEARCH AND SCHOLARLY ACTIVITY

37.1 Definition:

37.1.1 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.

37.1.2 Subject to 37.1.1, research misconduct is defined as:

(a) fabrication and falsification of credentials, research findings or scholarly material;

(b) plagiarism, which includes but is not limited to:

(i) the unacknowledged presentation, in whole or in part, of the work of others as one's own;

(ii) the failure to acknowledge the substantive contributions of academic colleagues, including students, or others;

(iii) the use of unpublished material of other researchers or authors, including students or staff, without their permission;

(c) failure to obtain the permission of the author before making significant use in any publication of new information, concepts or data obtained through access to manuscripts or grant applications during the peer review process;

(d) attribution of authorship to persons other than those who have participated sufficiently in the work to take public responsibility for its intellectual content;

(e) the use of archival material in violation of the rules of the archival source;

(f) submission for publication of articles originally published elsewhere except where it is clearly indicated in the published work that the publication is intended to be a republication;

(g) the intentional misuse or wrongful diversion of funds designated for research purposes;

(h) 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;

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

(j) 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;

(k) 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

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

37.2 Retention of Research and Scholarly Activity Materials:

37.2.1 Members shall only be responsible for providing an arbitration board access to research and scholarly activity materials which are in their possession and not for research materials which may be stored in archives, libraries or other institutions which the University may consult at its expense and according to the rules of the host institution.

37.2.2 Normally, Members shall retain research and scholarly activity materials that are within their personal control for five years. No disciplinary action may be taken in respect of any research or scholarly activity if such disciplinary action is initiated more than five years after the date upon which such activity was completed.

37.2.3 If there are non-trivial financial costs involved in its retention, these costs shall be borne by the University. The Member shall be indemnified by the University for any material loss resulting from the search or seizure, change of supervisory personnel, or access by third parties to or the use of his/her research and scholarly activity materials in the course of any investigation, inquiry or arbitration.

37.2.4 Ownership of research and scholarly activity materials collected, created or otherwise assembled by a Member shall be vested in that Member unless ownership of such materials had been vested in a person other than the Member or the University prior to such creation, collection or assembly.

37.3 Report of Allegations:

37.3.1 All allegations of misconduct in research shall be in writing, with documented evidence, signed, dated, and directed to the Vice-President: Research.

37.3.2 In order to determine if a formal investigation is warranted, the Associate Vice-President: 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.

37.3.3 Within 15 working days of the receipt of the allegation, the Associate Vice-President: Research shall advise the respondent in writing whether or not a formal investigation is warranted.

37.3.4 If the Associate Vice-President: Research finds that a formal investigation is not warranted, the allegation shall be dismissed and no action taken. The Vice-President: 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.

37.3.5 If the Vice-President: 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.

37.4 The Formal Investigation:

37.4.1 The Formal Investigation process commences when the respondent has received the written

notice specified in 37.3.5. 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.

37.4.2 The Vice-President: 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.

37.4.3 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.

37.5 Outcome of the Investigation:

37.5.1 Within 15 working days following the commencement of the Formal Investigation, the Vice-President: 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.

37.5.2 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.

37.5.3 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).

37.5.4 If the University decides after Formal Investigation not to take disciplinary action against the respondent or if 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 steps as may be necessary and reasonable to protect the reputation and credibility of Members wrongfully accused of misconduct in research.

37.5.5 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 Vice-President: Research or designate.

37.5.6 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.

37.5.7 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.

37.6 Conflict of Interest:

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

Fraud and Misconduct in Academic Research and Scholarly Activity.

ARTICLE 38: FUNDING SUPPORT FOR TEACHING, RESEARCH AND PROFESSIONAL ACTIVITIES

38.1 In support of Members' teaching, research and professional activities, the University shall provide a professional expense reimbursement and travel funds as outlined below.

38.2 Professional Expense Reimbursement:

38.2.1 The University shall make available to each Member a Professional Expense Reimbursement annually for the period from July 1 to June 30. This Professional Expense Reimbursement is authorized 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 available for eligible expenses. Effective July 1, 2011, and for the term of this Collective Agreement, the Professional Expense Reimbursement shall be $1,082 per year.

38.2.2 Monies unspent in a Member's Professional Expense Reimbursement 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 $1,000.

38.2.3 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 period ending June 30 must be submitted no later than July 15, and cannot be carried forward for submission in the next contract year. By May 1st of each year, the Dean or University Librarian shall notify each Member of the balance of the Member's Professional Expense Reimbursement, and of the need to file for reimbursement by July 15.

38.2.4 Monies unspent in a Member's Professional Expense Reimbursement at the end of the second year, pursuant to 38.2.2, shall be allocated to a special account under the jurisdiction of the Dean or Librarian of the unit, as appropriate, to be administered for Members' travel in addition to the provisions of 38.3.1.

38.3 Travel Funds:

38.3.1 Effective July 1, the University shall make available to Members in each Department, School, Faculty or Library, as appropriate, an annual travel fund at least equal to the number of Members in each Department, School, Faculty or Library, as appropriate, multiplied by: $866 per year for the term of this Collective Agreement. Subject to the authorization of the Dean, University Librarian or designate, these funds shall provide for payment of Members' costs for travel, accommodations and other related expenses incurred for attendance at learned or professional conferences, symposia or for other academic or professional purposes.

38.3.2 During each Fall term, and not later than November 15th, the Chair of the academic sub-unit or equivalent, or the Dean in the case of the Faculties of Music and Social Work, and Laurier Brantford, or the University Librarian in the case of Librarian Members, shall provide Members of the academic sub-unit or unit, as appropriate, with a statement of travel expenditures during the current fiscal year listing the names of recipients, amounts granted, and the balance remaining of travel monies unspent. Within 22 days of the end of the fiscal year, Chairs or equivalent shall provide Members with an annual statement of travel expenditures listing the items identified above. Copies of these statements shall be sent to the Association.

38.4 Travel Reimbursement Rates:

38.4.1 Requests for travel advances and payment of travel claims must be submitted on the appropriate University forms in accordance with the University's accounting procedures. Any change to the University forms shall only be made after consultation with the Association.

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

(a) the car allowance shall be no less than $.40/km, and shall be in accordance with University established rates, to be renewed on an annual basis and adjusted accordingly; parking charges are also included for reimbursement;

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

(c) the amounts allowed for per diem expenses (in Canadian dollars for travel in Canada, and in U.S. dollars for travel outside Canada) without receipts are:

$10 – breakfast
$15 – lunch
$30 – dinner
$15 – incidentals
$70

ARTICLE 39: BARGAINING UNIT STATUS OF ADMINISTRATORS

39.1 Any appointment of an administrator, excluded from the Bargaining Unit under 3.1.2(a), to an academic position shall be in accordance with the procedures for academic appointments under Article 13 or 14 of this Agreement.

39.2 A full-time faculty member or full-time librarian member, who is excluded from the Bargaining Unit by virtue of holding an administrative appointment under 3.1.2(a), and who would otherwise be a Member of the Bargaining Unit, shall return to an academic position as a full-time Member of the Bargaining Unit upon the completion of their term of office, or resignation or termination of their appointment as an administrator.

39.3 Termination from an administrator position is not termination from an academic position. Termination of an academic appointment shall follow the applicable provisions of this Agreement.

39.4 At the completion of an administrative position and any administrative leave, the salary and benefits shall be under the terms of this Agreement. In accordance with 30.12, administrative stipends shall not be retained.

39.5 When a Member of the Bargaining Unit is appointed to an administrative position excluded from the Bargaining Unit under 3.1.2(a), that Member's academic unit or sub-unit as appropriate, shall receive a full-time replacement.

39.6 An administrator who does not hold an academic position is eligible to apply for an academic position during the term of the administrative position or administrative leave.

39.7 Any award of tenure/continuing appointment or promotion in academic rank shall be in accordance with the procedures under Article 15 or 16 as appropriate.

ARTICLE 40: NO STRIKES OR LOCK-OUTS

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 41: AMALGAMATION, CONSOLIDATION, MERGER, OR EXPANSION OF THE UNIVERSITY

41.1 In the event of an amalgamation, consolidation, or merger of the University or any of its constituent units or sub-units with any other institution(s), the provision of Section 69 of the Ontario Labour Relations Act, as amended from time to time, shall apply.

41.2 In the event of an expansion or extension of the University through the creation of Colleges, Schools, or any other academic units or sub-units offering academic programmes, or the offering of courses at locations other than the main campus of the University, the employees eligible for membership in the bargaining unit in such Colleges, Schools, or other academic units or sub-units, or offering courses at other locations shall immediately become Members of the bargaining unit, to whom the provisions of this Agreement shall apply.

41.3 In the event that plans are submitted to Senate, or to the Board, or to any committee of Senate or the Board, for the amalgamation, consolidation, or merger of the University or any of its academic units or sub-units, programs or courses, the University shall consult with the Association, providing full disclosure of such plans, if such plans affect the terms and conditions of employment of Members.

41.4 Article 23: Program Redundancy shall apply to any redundancies occurring as a consequence of any amalgamation, consolidation, merger or other restructuring of academic units, sub-units, programs or courses with another institution.

ARTICLE 42: TRANSITION TO THE AGREEMENT

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

42.2 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 43: TERM OF THE AGREEMENT – DURATION

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 June 30, 2014. This Agreement shall automatically renew itself on June 30, 2014 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 June 30, 2014, 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.

This Collective Agreement signed at Waterloo, Ontario, this 31st day of July, 2012.

On behalf of Wilfrid Laurier University

Max Blouw
President and Vice-Chancellor

Ian Campbell
Chief Negotiator

Witness

On behalf of Wilfrid Laurier University Faculty Association

Judy Bates
President

William Salatka
Chief Negotiator

Witness

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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 B:

APPEAL OF RESEARCH GRANTS

Within two months of the ratification of the Agreement, the Joint Liaison Committee shall appoint a mutually agreed upon panel of nine Members to be available for service on a Research Grants Appeal Committee.

Before initiating an appeal of the denial of a research grant, the Member shall write to the Associate Vice-President: Research requesting a written statement of reasons for the denial of the grant. The Associate Vice-President: Research or designate shall respond to this request within 5 days of receipt of the request. If the Member wishes to proceed with the appeal of the denial of an internal research grant or instructional development grant, the Member shall make a request for an appeal in writing to the President within 10 days of receipt of this written statement of reasons. If no written statement of reasons is provided by the Associate Vice-President: Research or designate, the Member shall make a request for an appeal in writing to the President within 15 days of receipt of the notice of denial of the grant application.

The President shall notify the Association of the appeal and shall convene a Research Grant Appeals Committee, comprised of three members chosen from the panel appointed by the Joint Liaison Committee. One member shall be first appointed by the University, and then one member appointed by the appellant. A third member shall be selected from the panel by these two representatives, and shall chair the committee. No one shall serve on the Committee who has a conflict of interest as defined under Article 9.

Within 15 days of the Member's request for an appeal, the Research Grants Appeal Committee shall commence its hearings. The appellant shall provide a written statement of reasons for the appeal including matters relevant to policy and procedure as well as to the academic grounds for the appeal. Upon the request of the Committee, the University shall provide the information which the Committee deems relevant to the appeal. The Member and the Associate Vice-President: Research or designate shall be invited to appear before the Committee. The Member may be accompanied by a representative of the Member' s choice. The Member may choose not to appear before the Committee.

Within 25 days of the Member's request for an appeal, the Committee shall report its findings with a written statement of reasons to the Member and to the President, with a copy to the Association. If the Committee finds in favour of the appellant, the Committee shall recommend to the President the award of a research or instructional development grant, or other forms of remedy it deems appropriate. Within five (5) days of receiving the Committee's report, the President shall inform the Member, with a statement of reasons, of his decision on the appeal. The President's decision shall be copied to the Association.

APPENDIX C:

SPECIAL VOLUNTARY EXIT PLAN

The Parties agree to the continuance of the Special Voluntary Exit Plan under the following provisions:

1) to be eligible for Special Voluntary Exit, the Member must (a) be sixty years of age, 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, and (c) agree to retire on the first day of the month coincident with or next following the Member's 65th birthday, or upon the completion of three years (36 months) on the Plan, whichever comes first;

2) 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 no later than the previous October 15.

3) during each year on the Special Voluntary Exit, the Member shall receive 50% of his/her Reference Salary of the last contract year prior to the commencement of employment under SVEP. 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 retirement date established under 1 (c) above, the Member will receive the pension as provided in Article 29. The calculation of the Minimum Guaranteed Pension Benefit shall be 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 employment after Special Voluntary Exit is granted, unless requested and agreed to by the University. Under this plan a Member is eligible for overload teaching under the provisions of 18.2.7.

This Special Voluntary Exit Plan will be available to June 30, 2011.

APPENDIX D:

CANADA RESEARCH CHAIRS (CRC)

1. All faculty appointed to Canada Research Chairs at the University shall be Members of the Bargaining Unit of full-time faculty and professional librarians represented by WLUFA, and shall be subject to the terms of the Collective Agreement. In clarification of specific conditions that apply to the Canada Research Chairs, the Parties agree to the provisions set out below.

2. All Canada Research Chairs shall be appointed with tenure in one of the two following categories: Tier 1, a seven year renewable appointment, or Tier 2, a five year renewable appointment. All Tier 1 Canada Research Chairs shall be appointed with tenure. Tier 2 Canada Research Chairs shall normally be appointed with tenure.

3. All applications/nominations for Canada Research Chairs shall be reviewed by the Department Appointment and Promotion Committee (or equivalent) which shall make a recommendation to the Dean and the University CRC Review Committee.

4. When a CRC appointment is an initial appointment with tenure, Articles 15.4, 15.5, 15.6 and 15.7 shall apply.

5. A Member with a Tier 1 or Tier 2 CRC appointment shall be eligible to take a Sabbatical Leave during the term of the appointment on the same basis as other Members under the sabbatical leave provisions in 17.2. A Member on a Tier 1 CRC appointment who opts to defer a Sabbatical Leave until the completion of the initial CRC appointment shall be eligible for a 12-month Sabbatical Leave at 100% of his/her Reference Salary at the conclusion of the seven-year appointment term. If the Member has received a subsequent CRC appointment, the Sabbatical Leave shall be taken in the first year of the subsequent appointment, and the Member is entitled to a further 12-month Sabbatical Leave at 100% of his/her Reference Salary at the end of the subsequent seven-year appointment term, 6 years later. Members who take a Sabbatical Leave during the term of their CRC appointment will continue to receive their stipend during the leave period. The stipend ceases to be paid once the Member ceases to hold a CRC appointment.

6. Under Article 18, the normal teaching load for a Member with a CRC shall be one course per term (one credit per academic year). A Member with a CRC shall not be eligible for overload teaching under 18.2.7.

7. A Member with a CRC shall have a Reference Salary. This Reference Salary shall be subject to the increments and adjustments under Article 30. This Reference Salary shall also be the basis for the provision of benefits under Article 28 and for pension contributions under Article 29. A Member who is employed by the University when he/she receives an appointment to a CRC position may have his/her Reference Salary adjusted. Any such adjustment to a Member's Reference Salary shall be reported to the Association.

8. In addition to the Reference Salary, a Member with a CRC shall receive a stipend. The value of the stipend shall be stated in the letter of appointment. When the CRC appointment terminates, the stipend shall end.

9. Under 28.8, a CRC Member, if eligible, shall receive a relocation allowance plus any additional allowance to cover costs as agreed to by the Vice-President: Academic.

10. When a CRC appointment terminates on or before the expiration of its term, the conditions above no longer apply, and the Member shall be subject to the terms and conditions of the Collective Agreement.

APPENDIX E:

PHASED-IN RETIREMENT OPTION, SVEP AND COURSES TAUGHT BY NON-MEMBERS UNDER ARTICLE 34

The Parties agree that for the duration of this Agreement, there shall be an addition of intramural courses exempt from the limitation of 34.4 (a) in each academic year equivalent to two one-term courses for each Member on SVEP during any part of that academic year.

The Parties also agree that for the duration of this Agreement, there shall be an addition of intramural courses exempt from the limitation of 34.4 (a) in each academic year equivalent to the number of course reductions for Members on Phased-in Retirement under Article 29 during any part of that academic year.

APPENDIX F:

RETIRED MEMBERS TEACHING COURSES UNDER THE PART-TIME COLLECTIVE AGREEMENT

Whereas retired faculty members of the full-time bargaining unit who teach courses under part-time contract are Contract Academic Staff and Members of the Part-time Bargaining Unit, and whereas those retired faculty members enjoyed rights of first consideration for such teaching under the 1999-2002 Full-time Agreement, and in negotiations the Parties agreed to amend that provision to harmonize it with the Part-time Agreement, the Parties agree that the terms of clause 13.6.4 of the Collective Agreement for Part-time Contract Academic Staff and Part-time Librarians, 2007-2010, as reproduced below, apply to Faculty Members who retire under the terms of this Agreement and to full-time Faculty Members who are within 12 months of retirement.

Excerpt from the Collective Agreement for Part-time Contract Academic Staff and Part-time Librarians, 2007-2010

13.6.4 Retired Faculty Members:

13.6.4.1 Retired faculty members of the full-time bargaining unit who teach courses under part-time contract are Contract Academic Staff and Members of the Part-time Bargaining Unit.

13.6.4.2 Retired faculty members with or without seniority status in a course(s) may apply to teach courses for which they are qualified under 13.4 and 13.5 of this Agreement, and such applications shall be considered under the same terms as other applications for those courses.

13.6.4.3 Full-time Faculty Members within 12 months of retirement and retired faculty members may apply to be placed on the roster of part-time instructors of the academic unit or sub-unit as appropriate in accordance with 13.4.3.

13.6.4.4 Retired faculty members and full-time Faculty Members within 12 months of retirement who make an application to teach course(s) as CAS Members shall be granted seniority status in any course they have taught within 10 years of the date of retirement unless the Dean can demonstrate the individual has failed to maintain a satisfactory teaching performance in accordance with 13.6.2.7.

13.6.4.5 If the applicant under 13.6.4.4 has a satisfactory record as a teacher, the Part-time Appointment Committee shall recommend to the Dean that the applicant be granted seniority status. If the Part-time Appointment Committee recommends that seniority status be denied, it shall forward that recommendation in writing with reasons to the Dean, copied to the applicant. The Part-time Appointment Committee shall forward its recommendation to the Dean within 10 days of receipt of the application.

13.6.4.6 The Dean's decision about granting seniority status shall be in accordance with 13.6.2.7. If a full-time Faculty Member within twelve months of retirement is denied seniority status, the Dean's assessment of the Member's teaching performance as unsatisfactory may be grieved under Article 27 of the Full-time Agreement. If the Dean denies an application for seniority status by a retired faculty member, the Association may file an Association grievance under Article 22 of this Agreement.

13.6.4.7 Members who have retired from the full-time bargaining unit shall accrue seniority points for courses(s) in accordance with 13.6.1. Members who have retired from the full-time bargaining unit and who have seniority status shall be subject to 13.6.3, but they shall not have access to full-time positions under 13.6.3.6. The provisions of this Agreement shall not exclude a Member who has retired from the full-time bargaining unit from applying for or being considered for full-time employment with the University.

APPENDIX G:

MODEL LETTER SOLICITING LETTERS OF REFERENCE

In accordance with 15.4.4 (a) and 16.5.5(a), the Parties agree that requests for letters of reference from assessors of Members' applications of promotion to the rank of Professor or Librarian IV shall be in the following form:

Dear _____

[Title and name of the candidate] is being assessed at Wilfrid Laurier University for promotion to the rank of Professor/Librarian IV. You have been suggested as a possible assessor of the applicant's scholarly or professional achievement. If you are willing to undertake this work for us, and if you can do it by (date), we would be most grateful. Since academic decisions are the most important that a university can make, we would certainly value your assistance in this process.

If, however, there are reasons why you cannot conduct an arms-length assessment we would wish that you excuse yourself from this undertaking. Merely knowing the person in question does not constitute a reason for not providing an assessment. A reviewer is considered to be at arms-length if they have not: been a research supervisor or graduate student of the candidate, or have not collaborated with the candidate within the past six years or have plans to collaborate in the immediate future. A reviewer cannot be in any other conflict of interest (e.g., personal, financial).

I am writing to ask if you are able to act as an arms-length reviewer, and will agree to provide an assessment of the candidate's record of scholarship and professional achievement. If you are willing to serve, I shall immediately forward you [candidate's name] curriculum vitae that includes a list of his/her publications, scholarly achievements, and major professional activities. I will also send you the criteria for evaluating Scholarship and Academic, Professional, and University Community Service that are used to evaluate promotion to Professor/Librarian IV under the terms of the Collective Agreement.

If you agree to provide an assessment of [the candidate's name], I shall need a response (letter or e-mail) from you by [date].

Yours sincerely,

Chair, Department of...

cc: The candidate

APPENDIX H:

ACCESSIBLE LEARNING AND ACCESS TO LEARNING MANAGEMENT SYSTEM COURSE SITES FOR VISUALLY IMPAIRED STUDENTS

The Parties support the principle of accommodation for students with disabilities to provide for their inclusion and full participation in the university community, and further recognize that the University is bound by legislation to provide accommodation for students with disabilities (Ontario Human Rights Code and Ontarians with Disabilities Act 2001).

The Parties further accept that such accommodation shall be made in ways that do not infringe upon the Intellectual Property of full-time faculty Members under Article 36 of the full-time collective agreement and of CAS members under Article 20 of the part-time collective agreement.

In order to provide access to course materials for visually impaired students, the Parties agree that the transcriptionist in Accessible Learning shall be given access to the Learning Management System site for a course in which a visually impaired student is enrolled. On any transcription of course material, the transcriptionist shall include the following statement:

"This transcription is derived from course material which is the intellectual property of the course instructor, and is provided solely for the purpose of study in the course and shall not be copied or reproduced for any other purpose."

By his/her signature on the form attached, the transcriptionist shall signify his/her recognition of the instructor's intellectual property in the course materials, and agrees that the transcription is only for the purpose of the student's study in the course and shall not be reproduced for any other purpose. Once this statement has been signed and sent to the course instructor, the transcriptionist shall be given this access to the Learning Management System site.

The Parties further agree that if the procedure above is followed the University has acted in a manner consistent with the intent of 18.4.7 and 36.2.2 of the full-time collective agreement and 16.8.2.3 and 20.2.2 of the part-time collective agreement.

Accessible Learning - Transcription Technology

Instructor:

Course:

Term:

A student requiring transcription technology services has enrolled in your course. In order to accommodate visually impaired students, as required by the Ontario Human Rights Code and as agreed to by the University and WLUFA, a transcription technologist from Accessible Learning will be given access to the Learning Management System site for the course.

By the signature below, the transcription technologist recognizes the instructor's intellectual property in the course materials, and agrees to use this material only for the purpose of the student's study in the course and not to reproduce the material for any other purpose.

The transcriptionist shall include the following statement on any transcription of course material:

"This transcription is derived from course material which is the intellectual property of the course instructor, and is provided solely for the purpose of study in the course and shall not be copied or reproduced for any other purpose."

Transcription Technologist

signed

dated

Instructor:

To facilitate the student's access to course materials, please contact myLS@wlu.ca

Should you have any questions concerning this student or this process please feel free to contact the Accessible Learning Office at Ext.3086. We appreciate your prompt attention to this matter.

LETTER OF UNDERSTANDING
between
WILFRID LAURIER UNIVERSITY
and the
WILFRID LAURIER UNIVERSITY FACULTY ASSOCIATION

Re: Articles 8, 13, 14 and 22 of the Collective Agreement between the University and WLUFA for Full-time Faculty and Professional Librarians

Whereas the Parties are committed to non-discrimination under Article 8, and to fairness and equity in appointments under Articles 13, 14, and 22; and

Whereas the Parties agree to provide education and guidance on best practice in hiring to Members and others who participate in the evaluation and recommendation of candidates for appointment;

The Parties agree that the guidelines for fair and equitable procedures in appointments, as specified below, shall be made available to Deans, Associate Deans, Department Chairs, Temporary Chairs, Program Coordinators, chairs of Department (or equivalent) Appointment and Promotion Committees, under 13.10, and other Members involved in the evaluation and recommendation of appointments under Articles 13 and 14;

The Parties further agree that the chairs and members of Appointment and Promotion Committees shall follow the guidelines below in their respective committee's procedures for the assessment of applications and interview of short-listed candidates for appointment.

Guidelines for Fairness and Equity in Appointments

Appointments:

Appointment procedures shall be in accordance with Articles 13 and 14 of the Full-time Collective Agreement. The procedures set out below shall serve to clarify and make consistent appointment procedures so that fair hiring practices and employment equity principles can be more adequately implemented.

(1) Advertisements:

Each advertised full-time appointment should have its own unique description with the components outlined in the details below. Advertisements appearing in different media must be consistent.

The following components should be in all advertisements for each position:

- The area of specialization.
- The Department, or the Department and Area (for Departments with Areas), or the Program (for programs that are not Departments), or Faculty (in Faculties without Departments) of the appointment.
- The rank of the position: When the advertised appointment could be made at more than one rank, there should be separate short lists for each rank.
- The type of position: Tenure-track, limited-term, etc.

- The duties and responsibilities of the position: These duties and responsibilities should be explicitly identified in the advertisement and must coincide with the evaluative criteria to be used in the search.

- The qualifications required for appointment.

- The application package: The materials required to evaluate the candidates against the duties and responsibilities of the position must be stated to allow the systematic evaluation of candidates. Typically this will include a curriculum vitae, a teaching dossier (or equivalent record of teaching philosophy and practice), samples of published work, and names of referees.

- The submission of information: Candidates should be informed to whom the application package should be addressed

- The contact person: Candidates should be given the name of a contact person if questions need to be answered.

- Deadline date: Potential applicants should be entitled to rely on the deadline date and should not be subject to any disadvantage for having submitted the application on, or just before, the deadline date. As well, applicants should not be subject to any advantage (over others who also met the deadline date) for having submitted the application well in advance of the deadline date. Applications received after the deadline date may only be considered if they are received prior to the first meeting of the Appointments Committee to review the applications, and if the Appointments Committee approves of the late acceptance of the application.

- Employment Equity Statement: The employment equity statement set out in Article 22.2.2(a) of the Collective Agreement must be in the advertisement:

  "Wilfrid Laurier University is committed to equity and values diversity. We welcome applications from qualified women and men, including persons of all genders and sexual orientations, persons with disabilities, Aboriginal persons, and persons of a visible minority."

- Immigration Regulations: The statement from Human Resources Skills Development Canada regarding immigration must be included in the advertisement:

  "All qualified candidates are encouraged to apply; however Canadians and permanent residents will be given priority."

  The current regulations allow simultaneous advertising, interviews, and consideration of Canadians and non-Canadians with priority given to Canadians.

- Self-Identification Process: The advertisement should provide candidates with a means to self-identity so that the information may be used in the development of the short list. Women do not need to self-identify; however, members of the other designated groups must self-identify to be considered for employment equity. It would be unwise to ask candidates to self-identity in their application letters without adequate monitoring of the appointments process. Candidates may self-identify, in confidence, to the Dean or appropriate Associate Dean in the Faculty of the appointment. This individual would then track the progress of these candidates through the development of the short list.

(2) Conference Recruitment:

Conference Recruitment should only be used to broaden the pool of candidates, not to narrow it. An applicant must not be eliminated from consideration because of discussions at a conference. Deviations from the practice (for example, a hiring late in the academic year) can only take place with prior consent of the Dean.

(3) Review of Applications and Development of a Short List:

The review of applications and development of the short list is the next critical step in the appointments process. In particular, the short-list stage is critical for the implementation of employment equity. Fair and equitable

assessments of the candidates make it possible for the applications from members of the designated groups to be systematically evaluated. Equity intervention is most effective at this stage of the appointments process.

- Prior to the development of the short list, preferably at the time of the construction of the advertisement, the Appointment Committee should develop an evaluation grid or assessment form based upon the qualifications (and supporting material) identified in the advertisement (see Article 13.11.7 and 14.9.9). Committees cannot introduce new qualifications after the posting of the advertisement.
- The person with administrative responsibility for procedural correctness and equity should ensure that all applications are complete and request additional information or materials required by the Appointment Committee.
- The development of the short list must be in compliance with Article 13.5.8 or 14.9.7 of the Agreement.
- After the deadline date, the Appointment Committee must meet to evaluate the applicants and create the short list. Prior to the meeting, each member should complete a copy of the evaluation grid or assessment form for all the candidates to facilitate the meeting. At the meeting, each applicant should be evaluated against the qualifications identified in the advertisement; not relative to the other candidates.

(4) Approval of the Short List by the Dean / University Librarian:

As many short-listed candidates as possible should be approved for interview. The Appointment Committee should prepare a report which includes the information required under Article 22.2.3 (f) of the Agreement and the evaluation grid or assessment form used to assess and rank the candidates. The committee must consider carefully if there are other candidates - a woman or other designated group member - who should be included on the short list. This report and the curriculum vitae of the top-ranked candidates should be given to the Dean or University Librarian at the time of the approval of the short list for interview.

(5) Interview:

The interview must be standardized for all candidates being considered for a particular type of position - tenure-track or limited-term.

- Candidates for a faculty appointment should be provided with an interview schedule and the details for an academic presentation and/or a teaching presentation.
- Appointment Committee members must make every effort to attend the full interview segments (the interview, research presentation, teaching presentation) for all candidates. There should be a consistent majority of members attending all interview segments for all candidates.
- Subject to 13.5.8 or 14.9.7, as appropriate, internal applicants should be advised to apply for the position as if they were external to the University. Appointment Committee members should systematically review the application material of internal candidates as if they were external candidates, but will also review the Official File as part of the application documentation as required under Article 13.10.3 or 14.8.3 of the Agreement. Under 13.5.8 or 14.9.7, as appropriate, Members who meet these qualifications shall be placed on the short-list and interviewed for the position. Non-qualified candidates must not be interviewed on a courtesy basis.
- All candidates must be given the same instructions and similar settings for their presentation(s).
- A set of standard questions should be prepared in advance to serve as a guide during each candidate's interview with the committee. The questions should conform to the Ontario Human Rights Commission's interview guidelines for permissible questions.

(6) Post-Interview Evaluation:

Candidates must be evaluated by the Appointment Committee on their performance during the interview. There should be a separate evaluation grid or other instrument for the post-interview evaluation based on the components of the interview. The post-interview evaluation should use criteria relevant to the segments of the interview. For example, the interview grid would include an evaluation of the candidate's presentation(s), interview with the committee,' interaction with students, etc. Departmental members should be canvassed for feedback using similar criteria.

Guidelines adapted from the Memorandum of Understanding between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association, August 28, 2007.

Max Blouw, President, WLU — May 14, 09.

Judy Bates, President, WLUFA — May 14, 09.

LETTER OF UNDERSTANDING
between
WILFRID LAURIER UNIVERSITY
and the
WILFRID LAURIER UNIVERSITY FACULTY ASSOCIATION

Re: The Collective Agreement between the University and WLUFA for Full-time Faculty and Professional Librarians and Members appointed to the Balsillie School at Laurier

Whereas the Parties agree that the interests of program and curriculum development, recruitment and retention of faculty, and protection of the academic freedom of Members are best served by inclusion of the School of International Policy and Governance into the governance structure of the University; and

Whereas Senate voted on March 4, 2010 to include the Balsillie School at Laurier (renamed the School of International Policy and Governance by Senate on March 3, 2011) as an academic sub-unit of the University as defined under Article 2; and

Whereas under Article 3.1 of the WLUFA Collective Agreement, full-time faculty and professional librarians appointed to the School of International Policy and Governance are Members of the Bargaining Unit:

The Parties agree that Members holding academic positions under this letter of understanding at the School of International Policy and Governance shall hold Cross-Appointments with the School of International Policy and Governance and another academic unit or sub-unit at the University under Article 13.7;

For the sake of clarification under Article 13.7.3.1, the Parties agree that, before a Member or candidate begins a Cross-Appointment, he/she shall meet with the applicable Dean and the Associate Dean of the School of International Policy and Governance and there shall be agreement on how the Member's work is to be shared between the academic unit or sub-unit and the School of International Policy and Governance and which academic unit or sub-unit is to have primary responsibility for the Member in administrative and academic matters;

The Parties agree further that the Member holding a Cross-Appointment at the School of International Policy and Governance shall retain residual rights, not with the School of International Policy and Governance, but with the other academic unit or sub-unit and shall return to this unit or sub-unit on a full-time basis should academic needs change.

The Parties agree that for the purposes of tenure or promotion the following shall apply:

(a) In his/her application, the Member shall identify the academic unit or sub-unit for the assessment of the application.

(b) In order that the Member's application for tenure or promotion be assessed by his/her peers, the Appointment and Promotion Committee shall be augmented from the minimum five (5) members required by Articles 13.10 and 13.7.2.3 with an additional two (2) members from the Member's discipline or a cognate discipline.

(c) The Member shall be informed of the membership of the Appointment and Promotion Committee when it is constituted for the review of the Member's application. If the Member is of the opinion that the committee is not representative of his/her discipline or a cognate discipline, the Member shall inform the chair of the committee;

(c) The Member shall be informed of the membership of the Appointment and Promotion Committee when it is constituted for the review of the Member's application. If the Member is of the opinion that the committee is not representative of his/her discipline or a cognate discipline, the Member shall inform the chair of the committee;

In all other respects, the Parties agree that Cross-Appointments at the School of International Policy and Governance shall be subject to the terms and conditions of Article 13.7. Under 13.7.2.3 and 13.10, all members of the Appointment and Promotion Committee shall be Members of the WLUFA Full-time Bargaining Unit;

The Parties agree that the principal academic administrator of the School of International Policy and Governance shall be an Associate Dean. For purposes of the Collective Agreement the Associate Dean shall be considered a Chair; and shall report immediately to the Vice-President: Academic;

The Parties agree that, except as specifically set out in this Letter of Understanding, Members of the School of International Policy and Governance shall be governed by the terms and conditions of the Full-time Collective Agreement.

Max Blouw, President, WLU — June 11 2012 Date

Judy Bates, President, WLUFA — June 8, 2012 Date

LETTERS OF UNDERSTANDING

Text of Letters of Understanding signed by the University and WLUFA with regard to the 2011-2014 Full-Time Collective Agreement.

Letter #	
2	**RE:** **Article 18.2.4 of the Collective Agreement between the University and WLUFA for Full-time Faculty and Professional Librarians** **Field Supervision in the Faculty of Education** Whereas Article 18: Duties, Responsibilities and Workload of Faculty Members does not address the assigned duties specific to the workload of Members in the Faculty of Education, The Parties agree that the assigned supervisory duties for Members engaged in the Field Supervision of Teacher Education Candidates shall be in accordance with the following: (a) All such assigned duties shall be performed in the Fall and Winter terms. Any Field Supervision in the Spring Term shall be assigned by the Dean and shall be subject to the written consent of the Member. Such spring term supervision shall be compensated at the rate of $250 per student; (b) Field supervision of a total of 12-15 students among more than 3 different schools shall be the equivalent of a one-term course; (c) Supervision of additional students above the 12-15 number in (b) shall be compensated as an undergraduate overload stipend on a *pro rata* basis and such supervision shall be subject to the written consent of the Member; (d) Under (c) above, Field Supervisions that are not part of a full-time Member's assigned workload, but overload under 18.2.7, that is to be equivalent to a one-term course may involve 9-12 students distributed among 4 schools, or alternatively, supervision of 12-15 students among no more than 3 different schools. The Parties agree that, unless amended in writing, this letter of understanding applies to Members' workload for the duration of this Collective Agreement.
3	**Re:** **Article 28 of Collective Agreement for Full-time Faculty and Professional Librarians – Day Care** Whereas the daycare program located at the current on-campus location is unable to increase the number of spaces available; and Whereas there continues to be increased demand for daycare places by members of the Wilfrid Laurier University Faculty Association and other staff and students of the University; Therefore, the Parties agree that for the duration of the 2008-2011 Collective Agreement, the University agrees to enter into a corporate membership with Kids & Company effective May 1, 2009 subject to the following: (a) the annual cost of any corporate membership shall not exceed $5000; (b) any guaranteed or preferred placement for daycare spaces available through the corporate membership shall be equally available to all University staff and faculty; (c) the daycare advisory committee provided for in Article 28.2.3 shall review the corporate membership with Kids & Company and report on the use of the service by University user groups and any continued need for the corporate membership by January 1, 2011. The Parties agree that, unless amended in writing, this letter of understanding applies to the daycare benefit for the duration of this Collective Agreement.
5	**Re:** **Teaching Evaluations under Article 31 of the Collective Agreement for WLUFA Full-time Faculty and Professional Librarians** 1. The Parties agree that it is important, for the purpose of improving teaching and learning, that faculty obtain valuable feedback from students on the courses they teach and pedagogy used in performing their teaching duties. 2. In an effort to improve the University questionnaire for obtaining such feedback, the Parties agree to strike a bi-lateral committee by June 15, 2012, comprising three representatives of the University and three representatives of the Association. All committee members shall have

	academic appointments and have experience as university teachers. One of the Association representatives shall be a member of the Contract Academic Staff bargaining unit. One representative of the University and one representative of the Association shall serve as co-chairs of the committee. 3. The Parties agree that the bilateral committee will make every effort to jointly develop a new teaching evaluation form and may use the teaching evaluation form presented to both Parties by Dean Colleen Willard-Holt at the bargaining table on November 8, 2011, as the starting point for its deliberations. 4. The Parties agree that the bi-lateral committee may seek information and advice from experts, including: academic administrators, Teaching Support Services staff and Members with expertise in the design and administration of teaching evaluations and specific teaching pedagogies. 5. The Parties agree that the bi-lateral committee will present its recommendations for a new teaching evaluation form to the Joint Liaison Committee by January 7, 2013, with the goal of having the form tabled at the first meeting of Senate, Winter 2013.
6	**Re:** **Exclusion of Associate University Librarians from the Bargaining Unit** Whereas the Parties have agreed to exclude the position of the Associate University Librarian from the Bargaining Unit, and Whereas the Collective Agreement will need to be amended to incorporate the role of Associate University Librarian(s) in procedures governing the terms and conditions of employment of Librarian Members, The Parties agree that there shall be no more than two Associate University Librarians appointed during the term of this Agreement; The Parties further agree that a joint bilateral committee shall be appointed to make recommendations to the Parties on the position of Associate University Librarian(s) and amendments to the Collective Agreement on the following: (a) Hiring process, search committee, term of office, and renewal procedures for Associate University Librarian(s); (b) Associate University Librarian(s) under Article 9: Conflict of Interest, and under Article 11: University Governance; (c) Associate University Librarian(s) and the administration of the Collective Agreement: (i) Article 14: Appointment of Librarians (ii) Article 16: Promotion and Continuing Appointment of Librarians (iii) Article 17: Leaves (iv) Article 19: Librarians' Workload, including Annual Report of Activities (v) Article 21.6: Department Heads in the Library (vi) Article 27: Grievance and Arbitration (vii) Article 30.8: Merit Award (d) Any other matters that the Parties or the bilateral committee consider relevant to the appointment and responsibilities of Associate University Librarians under the articles of the Collective Agreement.
7	**Re:** **Salaries of Members teaching business courses at Brantford** Whereas the University is currently studying multi-campus governance, Whereas this study will address how disciplines are structured and organized, and Whereas the qualifications and experience of Members teaching business courses (code BU and MB) on the Brantford campus may be the same as Members hired in the School of Business and Economics on the Waterloo Campus, The Parties agree that Members of the Brantford Campus may submit their names to the bilateral committee for review through the Salary Anomaly Adjustment process under Article 30.7, with the purpose of comparison to Members in the School of Business and Economics. A designated fund of $25,000 shall be available for this purpose. The Parties agree that those Members who have submitted their names will be compared on the factors of PhD discipline, qualifications, and experience since receiving PhD.

8	**Re:** **Plan Contribution Threshold and Surplus** The University acknowledges that the first priority should the Plan return to a fully funded position would be to bring the Member contributions and the University contributions to the money purchase accounts back to a one- to-one ratio, either through an increase to the University contributions to the money purchase accounts or a reduction to the Member contributions or a combination thereof. Further, in any plan year, if the combination of the University contributions to the money purchase accounts and the University contributions in respect of the minimum guarantee pension for active Members, which shall include both current service cost and special payments, is less than the member contributions to the money purchase accounts, then the University's combined contributions in that plan year shall be made equal to the Member contributions, either by increasing the University contributions to the money purchase accounts or decreasing the Member contributions, or a combination thereof, at the discretion of the University. In the event surplus in the Plan exceeds the level at which contribution holidays are permitted under the Pension Benefits Act and its regulations, the University will meet with the Association to discuss a surplus management plan.