

COLLECTIVE AGREEMENT

Between

THE RENISON ASSOCIATION OF ACADEMIC STAFF

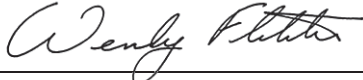
and the

**BOARD OF GOVERNORS OF RENISON UNIVERSITY
COLLEGE**

Effective: May 1, 2020

Expiry: April 30, 2023

**ON BEHALF OF RENISON
UNIVERSITY COLLEGE:**




Wendy L. Fletcher
President and Vice-Chancellor

ON BEHALF OF THE RAAS:



Robert Case
Chief Negotiator, RAAS



Brian Hendley
Chair, Board of Governors



Kristina Llewellyn
President, RAAS

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DEFINITIONS AND ABBREVIATIONS

- (1) “ABD” means All But Dissertation.
- (2) “AC” means Academic Council.
- (3) “Academic Council” means the Academic Council of Renison.
- (4) “Academic Year” means September 1 through August 31.
- (5) “AFIW” means Affiliated and Federated Institutions of Waterloo.
- (6) “Agreement” means Collective Agreement.
- (7) “Association” means the Renison Association of Academic Staff.
- (8) “Bargaining Unit” shall have the meaning as defined by the certificate of the Ontario Labour Relations Board, number 3379-19-R, dated March 23, 2020, attached as APPENDIX A – ONTARIO LABOUR RELATIONS BOARD CERTIFICATE NUMBER 3379-19-R, DATED MARCH 23, 2020.
- (9) “Board” means the Board of Directors of Renison also known as the Board of Governors.
- (10) "Calendar Days” means consecutive days including weekdays, weekend days, and days in which the University College is closed.
- (11) “Case File” means that file prepared by a Member as part of their application for renewal, tenure, and promotion.
- (12) “CAUT” means the Canadian Association of University Teachers.
- (13) “Chair” includes director, and means the Member appointed to direct a Department.
- (14) “CL” means continuing lecturer.
- (15) “Course” shall mean an academic offering valued at 0.5 credits by the University of Waterloo Senate for the purpose of conferring degrees.
- (16) “Day” means Working Day.
- (17) “Department” includes school, and means an academic and administrative unit into which academic staff Members are appointed for the coordination and performance of their respective academic duties and for the execution of the educational activities of the University College.

- (18) “Department Chair” includes school director, and means the Member appointed to direct a Department.
- (19) “Department Member” means a Member in a Department or school. Membership in a Department shall be determined in the Member’s initial letter of appointment unless subsequently reassigned.
- (20) “DRC” means Dispute Resolution Committee.
- (21) “DTL” means definite-term lecturer.
- (22) “Employer” means the Board of Governors of Renison University College.
- (23) “FEC” means the Financial Exigency Committee
- (24) “Fiscal Year” means the period from May 1 through April 30.
- (25) “FPER” means Faculty Professional Expense Reimbursement
- (26) “FTE” means Full Time Equivalent.
- (27) “Member” shall mean those employees falling within the Bargaining Unit.
- (28) “Ongoing-Academic Appointment”, “Ongoing Appointment”, and “Ongoing Faculty” means a Member who holds a tenured, tenure-track, or continuing lecturer appointment. Reference to “Ongoing” and “permanent” with respect to academic staff appointments shall mean the same thing.
- (29) “President” includes their delegate and shall mean the chief executive officer of the University who has supervision over and direction of the academic work and general administration of the University, the faculty, the staff and the students and has such other powers and duties as may be conferred upon them by the Board.
- (30) “PTR” means Progression Through the Ranks.
- (31) “RAAS” means the Renison Association of Academic Staff.
- (32) “Ratification Date” means the date the Agreement is ratified by both parties.
- (33) “T1” and “T2” mean Threshold 1 and Threshold 2.
- (34) “University College” means Renison University College.
- (35) “UW” means the University of Waterloo.

- (36) “VPAD” includes their delegate and means the Vice-President – Academic, and Dean, who is the individual reporting to the President who is responsible for all aspects of Renison’s degree education.
- (37) “Working Days” means weekdays unless the University College is closed.

1. PREAMBLE

- 1.1. The parties to this Agreement are the Renison Association of Academic Staff (RAAS) and Renison University College (RUC), hereinafter referred to as “the Association” and “the Employer”, respectively.
- 1.2. The Employer recognizes the Association as representing all academic staff of Renison University College (Members) as defined under Article 2.1.1 below.
- 1.3. **Term and Duration of Agreement**
 - 1.3.1. The Agreement is of three (3) years’ duration, May 1, 2020 to April 30, 2023.
 - 1.3.2. The Agreement is effective as of the Ratification Date. There will be no retroactive application of this Agreement unless otherwise stipulated in this Agreement.

2. ASSOCIATION RIGHTS

2.1. Recognition

- 2.1.1. The Employer 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 3379-19-R, dated March 23, 2020, attached as APPENDIX A – ONTARIO LABOUR RELATIONS BOARD CERTIFICATE NUMBER 3379-19-R, DATED MARCH 23, 2020.
- 2.1.2. For added clarity, the parties agree that the following are not Members and are not represented by the Association under this Agreement:
 - (a) all administrators at the rank of Academic Dean, Vice-President or higher;
 - (b) academic staff employed in a sessional or a per-course basis;
 - (c) library assistants;
 - (d) non-credit academic staff;
 - (e) faculty members with visiting appointments, research appointments, unpaid adjunct appointments, special appointments;
 - (f) postdoctoral fellows, research assistants, teaching assistants and research associates; and,
 - (g) persons registered as a full-time graduate student at the Employer.
- 2.1.3. The parties will exchange a list of designated authorities, including negotiators and grievance officers, with whom each Party is required to transact business.
- 2.1.4. The parties agree that the Employer will not meet with any Member or group of Members undertaking to represent the Association without written authorization of the Association Executive.

- 2.1.5. The Employer will communicate to the President of the Association decisions regarding appointment, renewal, tenure, promotion, discipline, dismissal, and/or the disposition of a grievance.
- 2.1.6. The Association shall provide the Employer with an up-to-date copy of the RAAS Constitution and Bylaws, and amendments, and the names of the Association Executive.

2.2. **Association Membership**

- 2.2.1. The Employer shall not interfere with the participation of RAAS members in Association meetings or other Association business.
- 2.2.2. No person shall be required to be a member of the Association as a condition of employment.

2.3. **Use of Facilities**

- 2.3.1. The Employer shall provide the following to the Association on the same basis as for academic Departments: use of the University College's meeting rooms, audio-visual services, computers and internet, telephone for local calls, and use of the office and file cabinet of one Association Executive officer for Association business.
- 2.3.2. The Employer shall provide the following to the Association, on the same basis and at the same rates, as for academic Departments: use of the University College's postal services, long-distance telephone services, photocopiers, catering services, and other services normally paid for directly by academic programs.

2.4. **Course Release**

- 2.4.1. The Association shall be entitled each salary year to release time equivalent to three (3) one-term courses for the first three years of this first agreement and one (1) one-term course for each subsequent year. The release shall be allocated at the discretion of the Association Executive, must be used for the purpose of Association business and shall be used in the year in which it is awarded. The Association shall inform the Employer of the allocation not later than June 1. The costs of replacement teaching shall be borne by the Employer.

- 2.4.2. The Association shall be entitled each bargaining year to one (1) additional one-term course release to be allocated at the discretion of the Association Executive. The Association shall inform the Employer of the allocation not later than June 1. The costs of replacement teaching shall be borne by the Employer.
- 2.4.3. The Association may purchase additional units of course release for its members during the term of this Agreement, up to a maximum of three (3) course releases in any given fiscal year. The cost per course release shall be equivalent to the sessional cost, inclusive of the cost of benefits.

2.5. Recognition of Service

- 2.5.1. The Employer agrees that service to the Association shall be considered as service to the University College in assessing a Member's academic and professional activities for the purposes of annual reviews, tenure, and promotion. The Association will provide written assessments, in a timely manner, to the appropriate Chair, Director, or relevant administrator as determined by the Employer.

3. MANAGEMENT RIGHTS

- 3.1. Subject to the provisions of this Agreement, the Association acknowledges the right of the Employer to operate and manage Renison University College and, without restricting the generality of the foregoing, to exercise all the powers, authorities, rights, privileges and obligations conferred on the Employer by its Letters Patent and Supplementary Letters Patent, as may be amended.

- 3.2. The Employer agrees that it shall exercise these powers, authorities, rights, privileges and obligations in a manner that is fair, reasonable, in good faith, and consistent with this Agreement.

4. ASSOCIATION DUES AND PAYROLL DEDUCTION

- 4.1. On behalf of the Association, the Employer shall deduct from the base salary of each member of the Bargaining Unit the Association's regular dues and/or other assessments.
- 4.2. During the life of this agreement, a Member employed by the Employer on the date this agreement comes into effect may object to joining the Association or to paying dues to the Association because of the Member's religious conviction or belief in accordance with section 52(1) of the Ontario *Labour Relations Act*. Where such a Member satisfies the Ontario Labour Relations Board that the Member should not be required to pay fees to the Association, an amount equal to the Association's dues will be collected by the Employer and remitted to a charitable organization mutually agreed upon by the Member and the Association.
- 4.3. The Association shall advise the Employer in writing of the amount of its dues or assessments, and shall provide the Employer with at least one month's written notice of any change to such amounts.
- 4.4. The Employer shall remit any amount deducted in accordance with this Article by the 15th of the month following the month for which the dues were deducted. At the same time, the Employer shall inform the Association in writing of the name of each Member from whose salary an amount was deducted and, the dollar value of that amount, and to whom the amount is being remitted.
- 4.5. The Association agrees to indemnify and hold the Employer harmless from any claims or liability arising out of deductions for dues or assessments made in accordance with the Association's instructions.

5. CORRESPONDENCE AND INFORMATION

- 5.1. The Employer and the Association recognize that both parties require access to information for the proper administration of this Agreement, and agree to use professional discretion in dealing with such information.
- 5.2. Except where otherwise specified in this Agreement, correspondence between the Association and the Employer arising out of this Agreement will pass between the President of Renison University College and the President of the Association, or their delegates. Where written notice is specified in this Agreement, the parties shall use the University internal mail or electronic mail.
- 5.3. Where such information is not otherwise publicly available to the Association, the Employer undertakes to provide the following information to the Association in a timely manner:
 - (a) an annual list of Members as of May 1, including name, rank, Department or school, employment categories and dates, FTE, and approved leaves of absence during the salary year for each Member;
 - (b) an update once per term giving the same data as in (a) for new Members and listing terminations of Members;
 - (c) the names and new ranks of Members who have received promotions, and the effective dates of such promotions annually;
 - (d) public agenda materials and minutes of the Board of Governors, President's Cabinet, and Academic Council;
 - (e) a copy of the latest Renison University College budget and budget reports as circulated to the Board;
 - (f) names of members of the Board of Governors, and of Board committees, together with the terms of reference of such committees; and
 - (g) such other information as the parties agree from time to time.

- 5.4. Where such information is not otherwise publicly available to the Employer, the Association undertakes to provide the following information to the Employer in a timely manner:
- (a) A copy of each newsletter or other public communication to all Members at the time of distribution.
 - (b) an up-to-date copy of the Association's Constitution and Bylaws within one month of their revision;
 - (c) an up-to-date list of the Association's executives and officers within one month of any changes; and
 - (d) such other information as the parties agree from time to time.
- 5.5. Upon ratification by the parties, the Employer will prepare two (2) official copies of the Agreement to be signed by the signing officers of the Employer and the Association. Each party will receive one (1) official signed copy.

6. JOINT COMMITTEE ON THE ADMINISTRATION OF THIS AGREEMENT

- 6.1. The parties shall form a Joint Committee consisting of two (2) individuals appointed by the Employer and two (2) individuals appointed by the Association within ninety (90) calendar days of the mutual ratification of this Agreement. The Association and the Employer shall also each appoint one (1) alternate committee member.
- 6.2. Members of the Joint Committee are normally appointed for the term of the Agreement. Both parties agree to notify the other of any change in committee membership in the event of a leave, resignation, or other development that affects the participation of an appointed committee member.
- 6.3. Only two (2) representatives of the Employer and two (2) representatives of the Association shall be present at any meeting of the Joint Committee, excluding a mutually agreed upon administrative support person for the purpose of note taking.
- 6.4. The Joint Committee shall review matters of concern arising from the administration and application of this Agreement, excluding any dispute that is, at that time, being addressed under the grievance and arbitration procedures set out in this Agreement. This committee shall attempt to foster better communication and more effective working relationships between the parties and shall attempt to maintain a spirit of cooperation and respect between the parties.
- 6.5. Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Association.
- 6.6. The Joint Committee shall meet at least once per academic term. Meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.
- 6.7. The Joint Committee shall have no power to modify the provisions of this Agreement, but may recommend to the parties changes to the administration and/or application of this Agreement, or changes to the Agreement.

7. NO STRIKES OR LOCKOUTS

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

8. ACADEMIC FREEDOM

- 8.1. The parties agree to uphold, protect, and promote academic freedom as essential to the University College's objective to serve the common good through searching for, and disseminating, knowledge, truth, and understanding, and through fostering independent thinking and expression in academic staff and students.

- 8.2. Academic freedom provides the possibility of examining, questioning, teaching, and learning, and involves the right to investigate, speculate, and comment without deference to prescribed doctrine. Members possess the individual right, regardless of prescribed doctrine, to academic freedom, which includes the right to engage in the following without institutional censorship or reprisal provided the Member complies with relevant legal considerations and any related policies required by law:
 - (a) Examine, question, teach, and learn;
 - (b) Disseminate opinions on any questions related to the Member's teaching, professional activities, and research both inside and outside the classroom;
 - (c) Choose and pursue research, creative, or professional activities without interference or reprisal, and freely publish and make public the results thereof;
 - (d) Choose and pursue teaching methods and content;
 - (e) Create, exhibit, perform or adjudicate works of art;
 - (f) Select, acquire, disseminate, or critique documents or other materials;
 - (g) Criticize the Association, Employer or any other organizations, whether corporate, political, public, private, institutional, as well as society at large;
 - (h) Engage in service to the institution and the community;
 - (i) Participate in professional and representative academic bodies; and
 - (j) Recommend library materials relevant to the pursuit of learning.

- 8.3. The University and the Association recognize that the provision of academic freedom is particularly vital to those whose approaches to teaching, scholarship, and research result in criticism of and challenge to established, conventional beliefs and practices.
- 8.4. The academic freedom of any person shall not be infringed upon or abridged in any manner. As academic freedom will wither and die unless the university community as a whole is committed to it, the Employer and the Association agree to support and defend academic freedom at Renison University College and in affiliation with the University of Waterloo.
- 8.5. As the common good of society depends upon an unhampered search for knowledge and its free expression, and as academic freedom in universities is essential to the attainment of each of these purposes in the teaching function of the University College as well as in the pursuit of its scholarship and research, those who are guaranteed academic freedom have also a responsibility in exercising it not to infringe upon the academic freedom and rights of other members of the university community.
- 8.6. Academic freedom does not confer legal immunity and carries with it the duty to use that freedom in a manner that is consistent with the scholarly obligation to base research and teaching on an honest and ethical quest for knowledge. In exercising their legal rights, Members shall not be hindered or impeded by either Party in any manner contrary to this Agreement.
- 8.7. Academic freedom does not require neutrality on the part of the individual; rather, academic freedom makes intellectual discourse, critique and commitment possible.
- 8.8. As the censorship of information is inimical to the free pursuit of learning, the creation, collection, organization, and dissemination of knowledge shall be done freely and without bias in support of the research, teaching, and study needs of the university community. No censorship shall be exercised or allowed against any material relevant to the pursuit of learning which a Member or librarian desires to be placed in the library collections of the University.
- 8.9. In any exercise of freedom of expression, Members shall not purport to convey an official position of the Employer unless so authorized by the Employer, President, or their designate.

9. NON-DISCRIMINATION

- 9.1. The parties recognize a mutual obligation to foster an environment free from discrimination and harassment in keeping with relevant legislation.
- 9.2. The parties agree that there shall be no discrimination, interference, restriction or coercion exercised with respect to any Member, on any of the grounds enumerated under this Article, in regard to any matter including salaries, rank, appointment, renewal, promotion, tenure, reappointment, dismissal, sabbatical leave, or any term and condition of employment addressed in this Agreement, except as may meet the criteria of a *bona fide* occupational requirement or as otherwise permitted by law.
- 9.3. Subject to the defence of a *bona fide* occupational requirement or as otherwise permitted by law, no discrimination, interference, restriction or coercion shall be exercised by reason of age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, record of offences, marital status, family status or disability or by activity or lack of activity in the Association. The foregoing shall not relieve a Member of the obligation to conform to the terms of this Agreement or to carry out the duties and responsibilities stipulated herein.
- 9.4. The parties shall not discriminate against, interfere with, restrict or coerce a Member who either chooses to or refuses to pursue or take part in a grievance.
- 9.5. This Article shall not preclude the parties agreeing to any equity measures.

10. WORKING CONDITIONS

- 10.1. Subject to physical constraints, the Employer shall provide a furnished, single-occupancy office for each Member who is Assistant, Associate, Full Professor, or Continuing Lecturer. If the Employer is unable to provide a single-occupancy office, the Joint Committee shall meet to discuss how to address this situation on an interim basis until a single-occupancy office can be provided.
- 10.2. The Employer will normally provide shared, furnished office space for each Member who is holding the rank of Definite-Term Lecturer. No Lecturer will normally be required to share an office with more than one other person.
- 10.3. When a Member is on sabbatical or another approved leave of absence, the VPAD may allocate the office space to other personnel during the leave or a part thereof with the Member's approval.
- 10.4. The Employer shall provide each Member with a single workstation (desktop or laptop, PC or Mac), which will be eligible for upgrade every five years, and information technology services as are reasonably necessary to support the Member in performing their duties and responsibilities. Information technology support shall not be provided for equipment that is not authorized by the Employer.
- 10.5. To further assist members with the performance of their individual duties and responsibilities, the Employer shall provide each Member with:
 - (a) Photocopier and library access;
 - (b) Internet, and telephone service;
 - (c) Mail services, and an individual mailbox in a secure location.

11. HEALTH AND SAFETY

- 11.1. The Employer is responsible under the *Occupational Health and Safety Act* (OHSA) to take reasonable precautions to protect the health and safety of Members. Both the Employer and the Members have responsibilities as delineated in OHSA.

- 11.2. The Employer agrees to establish and maintain a Joint Health and Safety Committee (JHSC) in accordance with the OHSA. The Association shall have the right to appoint one Member as a worker representative to the JHSC in accordance with the OHSA.

12. DISCIPLINE

- 12.1. A Member may be disciplined only for just cause, and only in accordance with the provisions of this Article and articles pertaining to academic misconduct.
- 12.2. Disciplinary processes are not to be used to inhibit free inquiry, discussion, exercise of judgement, or honest criticism within or without the University.
- 12.3. Disciplinary action shall be commensurate with the seriousness of the violation.
- 12.4. The parties recognize the value of promoting corrective action through guidance and progressive discipline, although this will not always be appropriate.
- 12.5. In all matters of discipline, a Member has the right to seek advice from the Association and to be accompanied by an academic colleague for advice and support (including, if necessary, aid in presenting the Member's position) during any meetings attended to discuss such matters. All disciplinary measures are grievable under **Article 14 – GRIEVANCE AND ARBITRATION**.
- 12.6. The Employer bears the onus of proving that a disciplinary action was taken for just cause.
- 12.7. The only disciplinary measures that may be taken by the Employer against a Member are the following:
 - (a) a letter of warning or reprimand. Such letters must be specific and must be clearly identified as disciplinary measures.
 - (b) suspension, with or without pay. Placing the Member on a paid leave of absence pending the conclusion of an investigation shall not constitute discipline.

(c) dismissal for cause. For Members with tenured appointments or continuing lecturer appointments, dismissal means the termination of appointment without the Member's consent. For all others, dismissal means termination of appointment without the Member's consent before the end of the contract. Non-renewal of definite term or probationary appointments and denial of tenure do not constitute dismissal. Dismissal for cause does not include terminations due to non-disciplinary termination of appointments (as set out under **Article 22 – NON-DISCIPLINARY TERMINATION OF APPOINTMENTS**), program redundancy (as set out under **Article 44 – PROGRAM REDUNDANCY**), or financial exigency as set out under **Article 45 – FINANCIAL EXIGENCY**).

(d) a public statement from the Employer that a Member was guilty of misconduct in research.

12.8. Just cause for the dismissal of a Member includes, but is not limited to, the persistent and serious neglect of the normal duties of a Member, or the failure to carry out such duties as are reasonably assigned by the appropriate academic authorities. In the cases of persistent neglect, the action for dismissal must have been preceded by a letter of warning from the VPAD. Letters of warning shall not only state the nature of the alleged deficiencies and make suggestions for improvement, but also shall be followed by a reasonable period in which to make improvements. Just cause for dismissal also includes but is not limited to: a serious breach of criminal law; violent behaviour or threats of violence against a member of the university community; gross misconduct; a serious breach of ethical behaviour; violations of ethics in respect to scholarship, teaching or collegiality.

12.9. Disciplinary processes must be kept distinct from academic assessments associated with annual reviews and consideration for tenure, promotion, and probationary reappointment. The fact that a disciplinary measure has been imposed or is contemplated cannot be considered in an academic assessment, but the facts that resulted or may result in the imposition of discipline can be considered, if relevant to that assessment.

12.10. The VPAD shall promptly investigate any concerns or allegations about a Member if the Employer reasonably believes that a situation warranting disciplinary measures may exist. The VPAD shall inform the Member as soon as may reasonably be possible of both the nature of the allegation and whether or not an investigation is being undertaken. The conduct of all or part of such investigations may be delegated to appropriate persons, including the Member's Department Chair or external investigator. The Member and the Association may challenge in writing the appointment of a delegated investigator for bias, apprehension of bias, conflict of interest, or unsuitability within seven (7) calendar days of receiving notice from the VPAD of the proposed appointment. The investigation itself is not a disciplinary

measure, and an investigation that has not yet been completed is not a matter for grievance.

- 12.11. The VPAD shall take reasonable steps to maintain the Member's privacy and the confidentiality of the investigation and its findings until the imposition of discipline, if any. However, some disclosure of concerns and allegations may be necessary, either in order to conduct the investigation or if the VPAD has reasonable grounds to believe that such confidentiality may place a person or persons at risk of significant harm.
- 12.12. Where the investigation has been completed, and if disciplinary action is being considered, the Employer shall notify the Member in writing of the results of the investigation and of the proposed disciplinary action. In the event that it is determined that there shall be no disciplinary action, the VPAD must inform each individual to whom concerns and allegations were disclosed that there is no basis for disciplinary action.
- 12.13. The VPAD shall promptly convene a meeting to afford the Member an opportunity to make submissions before any disciplinary measures are imposed. The Member shall be given at least seven (7) working days notice of the time and place of the meeting. The Member shall have the right to bring an Association representative to this meeting. The VPAD may invite the person or persons who have carried out the investigation to attend. At this meeting, an attempt shall be made to resolve the matter in a manner satisfactory to all concerned. If no satisfactory solution is reached at this meeting, then the VPAD shall notify the Member in writing of the disciplinary decision with reasons within ten (10) working days of the meeting with the Member. For the purposes of this clause, days during which the Member or VPAD is on pre-scheduled vacation and/or absent on pre-scheduled official University business shall not be treated as working days.
- 12.14. The VPAD shall make every reasonable effort to notify the Member of the meeting in Article 12.13 above. If the VPAD is unable to contact the Member or if the Member is contacted and chooses not to attend, the meeting shall be dispensed with and the VPAD may give notice of discipline as in Article 12.13 above.
- 12.15. Where the disciplinary decision in Article 12.13 above is dismissal for cause and where the Member chooses to contest the decision, an appeal shall be submitted to the President of the University College. The President shall act as a committee of one to decide the matter on behalf of the Board of Governors. The decision of the President may be taken to external arbitration under **Article 14 – GRIEVANCE AND ARBITRATION**.

- 12.16. Where the disciplinary action is suspension without pay or dismissal for cause, the Member shall retain full salary and benefits (subject to the rules and regulations of the UW benefits programs and applicable plan(s)) until the time limit for filing a grievance under **Article 14 – GRIEVANCE AND ARBITRATION** has expired. If the disciplinary action is grieved, the Member shall retain full salary and benefits for a period of one year from the date of the disciplinary decision in Article 12.13 above, or until the grievance and arbitration procedures set out in **Article 14 – GRIEVANCE AND ARBITRATION** have been completed, whichever is earlier. In the event that the Arbitrator finds in favour of the Member, any lost compensation shall be restored.
- 12.17. Where the disciplinary action is suspension without pay or dismissal for cause, at the request of either the Member or at the discretion of the VPAD, the VPAD may relieve the Member of their duties during the period of full salary and benefits described in Article 12.16 above. If this action is taken, the Association shall be informed. If the discipline is suspension, the duration of the suspension shall count towards the term of suspension determined through grievance and arbitration.
- 12.18. Notwithstanding Article 12.16 above, eligibility for salary and benefits shall not extend beyond the Member's retirement date (if a retirement date exists), nor beyond the termination date for a definite term or probationary appointment. Furthermore, the Employer may terminate salary and benefits if, during the period referred to in Article 12.16 above, the Member commences outside employment.
- 12.19. Failure of a 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.

13. ACADEMIC MISCONDUCT

13.1. Definition

13.1.1. Academic misconduct is defined as, but not limited to:

- (a) Fabrication, falsification, or plagiarism of research findings or scholarly materials including academic record, but does not include those factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation or assessment of data or of experimental design;
- (b) Material failure to comply with relevant federal or provincial statutes or regulations, or UW or Employer policies approved by Academic Council governing research and research ethics for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals;
- (c) Failure to reveal any material conflict of interest to the sponsors when asked to undertake reviews of research grant applications or manuscripts for publication, or to test products for sale or distribution to the public; or
- (d) Failure to reveal to the Employer any material financial interest in a company that contracts with Renison University College or the University of Waterloo to undertake research, particularly research involving the company's products, materials, or services. Material financial interest includes ownership, substantial stock holding, a directorship, significant honoraria or consulting fees, but does not include routine stock holding in a large publicly traded company.

13.2. Report and Management of Allegations

13.2.1. The Employer may conduct investigations on its own initiative into academic misconduct in accordance with this Article.

13.2.2.

- (a) All allegations of academic misconduct shall be in writing, with documented evidence, signed, dated, and forwarded to the President.

- (b) The President shall deal with the allegations in order to determine whether or not there is a need for formal investigation. The President shall meet with the Member promptly to discuss the nature of the allegations and allow the Member an opportunity to respond to the allegations. The Member shall be advised of their right to be represented by the Association and have a Member of the Association present at the informal meeting. Any statements made by the parties during these discussions shall be without prejudice.
 - (c) If in their judgement the allegations have sufficient substance to warrant formal investigation, the President shall inform the Member named in the allegations, and the Association, in writing and with a summary of the allegations of sufficient detail to permit the Member a reasonable opportunity to respond if they wish.
 - (d) No person consulted by the Employer concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.
- 13.2.3. The formal investigation process commences when the Member named in the allegations has received the written notice. The President shall have thirty (30) working days from issuing the written notice to conduct the formal investigation. The Member shall be informed of their right to be represented by the Association at all meetings during the formal investigation. Any finding of academic misconduct shall require clear, cogent, and convincing proof of such misconduct.
- 13.2.4. After being informed of the results of an investigation, a Member shall have the right to meet with the President to provide explanations and to make submissions, before any disciplinary action is undertaken.
- 13.2.5. Any discipline imposed on a Member for academic misconduct is subject to normal grievance procedures except that the parties agree that cases involving accusations of academic misconduct may proceed directly to arbitration.
- 13.2.6. The Employer shall take such steps as it determines necessary and reasonable to:
 - (a) Protect the reputation and credibility of Members wrongfully accused of academic misconduct, including written notification of the decision to all

agencies, publishers, or individuals who were informed by the Employer of the investigation;

- (b) Protect from reprisal Members who in good faith make allegations of academic misconduct, or whom it calls as witnesses in an investigation. Such protection may include the provision of legal counsel should the Member be sued for their participation in any investigation or in arbitration proceedings.
- (c) The Employer shall take disciplinary action where practicable against Members or students who make unfounded allegations of academic misconduct that are malicious, or in bad faith.

- 13.2.7. If the Employer's investigation or the arbitration board sustains an accusation of academic misconduct related to a Member's research, and if that research is funded by an outside agency or has been published or submitted for publication, the President shall inform the agency or publisher concerned of the decision, as well as the Association and the complainant. In any event, if the outside agency or publisher has been informed of the proceedings before a judgement has been rendered, the President shall send a copy of the decision to the concerned agency or publisher.
- 13.2.8. Nothing in this Agreement shall preclude the University of Waterloo from conducting an investigation or ethics review and imposing sanctions pursuant to its own policies or practices or from a Member or the Employer in participating in such an investigation or research. Any discipline arising from such an investigation shall be subject to **Article 12 – DISCIPLINE**.

14. GRIEVANCE AND ARBITRATION

14.1. General

- 14.1.1. There shall be no discrimination, harassment, or coercion of any kind practiced against any person involved in these procedures.
- 14.1.2. The parties agree to make every reasonable effort to settle all grievances in a prompt, just and fair manner.
- 14.1.3. Both parties to this Agreement shall have carriage of their respective grievances and shall deal only with the other party with respect to a grievance.
- 14.1.4. The parties agree that nothing in these articles precludes the informal resolution of the dispute at any time before or during the formal grievance process.

14.2. Definitions

- (a) **Grievance:** A grievance is a claim, dispute or complaint involving the interpretation, application, administration, or alleged violation of this Agreement.
- (b) **Grievor:** The grievor may be either the Association or the Employer. The Association may initiate a grievance on behalf of a Member or group of Members or itself. The Employer may initiate a grievance on behalf of the Employer.

14.2.1. Types of Grievance:

- (a) an **individual grievance** is a grievance initiated by the Association on behalf of a Member;
- (b) a **group grievance** is a grievance initiated by the Association on behalf of a group of Members;
- (c) a **policy grievance** is a grievance by the Association or the Employer which may involve a matter of general policy or of general application of the Agreement;

- (d) an **association grievance** is a grievance that any of the terms of the Agreement that relate directly to the Association as such have been breached;
- (e) an **employer grievance** is one initiated by the Employer against a Member, group of Members or the Association.

14.3. Time Limits

14.3.1. Either party shall file a grievance according to procedures outlined below under "Grievance Procedure" within fifteen (15) working days after the occurrence of the incident giving rise to the grievance, or fifteen (15) working days from the date it became aware of the events giving rise to the grievance, whichever is later.

14.3.2.

- (a) Where no action is taken on a grievance within the time limits specified in this Article, the grievance shall be deemed to have been withdrawn or settled, as the case may be.
- (b) In the event a party fails to reply in writing within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- (c) The parties may agree in writing to waive any step in the grievance procedure and/or to extend any specified time limits.
- (d) The time limits set out in the Grievance and Arbitration procedure herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed withdrawn.

14.4. Technical Irregularities

14.4.1. No technical violation or irregularity occasioned by clerical, typographical or technical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

14.5. **Right to Arbitrate**

- 14.5.1. In cases involving dismissal for cause, the Association shall have the right to take a dispute directly to arbitration.

14.6. **Grievance Process**

- 14.6.1. A grievance shall be in writing signed by a representative from the Association or the Employer, as the case may be, and shall specify the matter(s) in dispute, the article(s) of this Agreement alleged to have been violated, and the remedy sought.
- 14.6.2. No later than ten (10) working days following the receipt of the grievance, the Employer representative shall meet with the Association representative and any Member affected. The parties shall make every reasonable attempt to resolve the grievance.
- 14.6.3. If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by the Association representative and the Employer representative within ten (10) working days of the meeting at which the settlement was reached.
- 14.6.4. In the event that the Association representative and the Employer representative cannot resolve the grievance the party denying the grievance shall provide the reason for denying the grievance in writing within ten (10) working days of the meeting(s) specified in Article 14.6.2 above.
- 14.6.5. Either party may, within fifteen (15) working days of receipt of the response specified in Article 14.6.4 above, request in writing that an ad hoc Dispute Resolution Committee [DRC] be formed. If both parties agree to its formation, the DRC will hold a meeting within thirty (30) calendar days of receipt of this request. The DRC will consist of two (2) persons appointed by the Employer, two (2) persons appointed by the President of the Association, and a fifth person (who will act as Chair) appointed by the other four members. The fifth person may be a person who is not a member of the immediate Renison community and may be a person who has proven experience of dispute resolution in other contexts.
- 14.6.6. In the event that the DRC cannot resolve the grievance within 10 working days of the meeting, the Chair of the DRC shall inform the parties in writing that the matter remains unresolved.

- 14.6.7. All grievance-related discussions directed at the settlement of a grievance, including the DRC meeting are privileged and confidential and cannot be relied upon in any subsequent arbitration.

14.7. **Arbitration**

- 14.7.1. Either party may, within fifteen (15) working days of receipt of the written notification or date by which it was to be received as specified in Article 14.6.6 above, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- 14.7.2. The arbitrator will be selected by agreement between the parties.
- 14.7.3. The arbitrator shall have the duty and power to adjudicate all matters in dispute, including whether the matter is arbitrable.
- 14.7.4. The arbitrator shall proceed with all dispatch with the inquiry into the grievance, and in accordance with such procedures and mode of proof that the arbitrator deems appropriate.
- 14.7.5. The arbitrator shall have jurisdiction to award such remedy or remedies as the arbitrator deems appropriate; however, the arbitrator shall not have the power to alter, add to, modify, or amend the Agreement in any respect whatsoever, nor render an award inconsistent therewith.
- 14.7.6. The parties to the arbitration shall share equally the fees and expenses of the Arbitrator, except that, in the case of a grievance against dismissal for cause or an Employer's grievance, these costs shall be paid entirely by the Employer. Where the Employer grievance is upheld by the arbitrator, the Association shall reimburse the Employer for one half of such arbitrator's fees and expenses. The costs of presenting a case shall be borne by the respective parties.

15. INTELLECTUAL PROPERTY

- 15.1. Intellectual Property rights at Renison University College shall be defined in accordance with [University of Waterloo Policy 73 \(Intellectual Property Rights\)](#), as amended from time to time.

16. WORKLOAD OF MEMBERS

16.1. General

- (a) The full-time workload of Members holding the rank of Assistant Professor, Associate Professor, and Professor shall include teaching, research, and service in proportions as governed by and varied in accordance with this Agreement. The proportions will normally be forty percent (40%) teaching, forty percent (40%) research, and twenty percent (20%) service. No Member can be assigned specific research or external professional activities.
- (b) For Members at the rank of Lecturer, the emphasis shall be in teaching and service. The proportion will normally be eighty percent (80%) cent teaching and twenty percent (20%) service.

16.2. Teaching

16.2.1. Teaching shall include but not be limited to the following:

- (a) giving courses; conducting seminars; guiding tutorials, laboratories, and studio work; supervising fieldwork, coaching, and individual study projects;
- (b) preparing, grading, and correcting assignments, tests, and examinations;
- (c) guiding the work of teaching assistants, graders, markers, and laboratory instructors;
- (d) guiding and evaluating students' individual work, such as theses and papers;
- (e) consulting with students outside of class or laboratory time;
- (f) participating in the development of teaching methods, programs, or course content;
- (g) preparing course outlines, instructional material, laboratory exercises, and course notes; and

- (h) all other activities in which the Member engages to prepare for teaching, including activities to ensure that the member's teaching is in keeping with the current state of the subjects taught.

16.2.2. All Members shall adhere to teaching policies governing:

- (a) the preparation of, and adherence to, academic course syllabi;
- (b) the grading of student assignments;
- (c) the posting of reasonable office hours and the availability to meet with students; and,
- (d) the submission of grades.

16.3. **Research**

16.3.1. Research may take several equally valuable forms, some of which may be non-traditional. Forms of scholarship may differ from discipline to discipline, and scholar to scholar. Research shall include but is not limited to the following:

- (a) writing, editing, and/or publishing
 - i. books,
 - ii. chapters in books,
 - iii. textbooks,
 - iv. book reviews,
 - v. papers in peer-reviewed journals and other publications, and
 - vi. papers in conference proceedings;
- (b) compiling and publishing bibliographies;
- (c) creating literary or artistic works;
- (d) engaging in the scholarship of teaching and learning;

- (e) applying for and/or receiving external research grants;
- (f) writing case studies and reports, or creating other public resources, web content, or other knowledge mobilization products; and
- (g) engaging in scholarship that digitizes content.

16.4. Service

16.4.1. Service is an integral and valued part of academic life. No member shall be required to perform service that is not in alignment with their expertise, rank, or position.

16.4.2. Service includes contributions to the Member's program or school, the Employer, or the University, contributions to the Member's academic disciplines and related professional associations, including the Association, and/or contributions in the community. Service shall include but is not limited to the following:

- (a) chairing and participating in University committees;
- (b) chairing and participating in departmental/school committees;
- (c) developing academic programs;
- (d) directing academic programs;
- (e) taking an active role in professional associations and learned societies;
- (f) organizing and/or leading conferences, symposia, workshops, speaking events, public seminars, and other types of professional activities;
- (g) serving as a reviewer for journals, granting bodies, refereed conferences, and publishers;

- (h) serving on editorial boards, including for publishers, journals, conferences, conference proceedings;
- (i) representing the University at internal and/or external events and on external organizations;
- (j) mentoring and supporting colleagues;
- (k) serving in administrative roles for the Employer, the University, and the Association; and,
- (l) serving in an unpaid capacity on committees, on boards of directors, or in advisory roles in non-academic contexts related to the Member's areas of expertise.

16.5. Assignment of Teaching

- (a) Department Chairs, in consultation with their departmental members, shall submit a teaching assignment recommendation for each Member to the VPAD, in accordance with the timeline designated by the VPAD. Chairs may consult appropriately with the Chair or delegate of a corresponding University of Waterloo department or program, where applicable, on the assignment of teaching duties.
- (b) Department Chairs shall assign courses to Members after submitting recommendations to the VPAD, who may approve, deny or modify the recommended teaching assignments after consultation with the relevant Chair.

16.6. Teaching Load of Members, Excluding Librarians

- (a) Members holding the rank of Lecturer shall normally teach seven (7) one-term courses over a three-term academic year. Such teaching load shall include no more than six (6) different courses.
- (b) A Lecturer in a continuing appointment may make a request to the VPAD to modify the required teaching load within a given year or years, provided the required teaching average of seven (7) courses per year is met over a three (3) year period.

- (c) Members holding the rank of Assistant Professor, Associate Professor, or Professor shall normally teach two (2) courses in one term and three (3) courses in another term of a three-term academic year. Any redistribution of a Member's normal 2-3 teaching load shall be discussed between the Member and the Chair. Any such arrangement must be documented and must have the formal approval of the VPAD. A Member may make a request to the VPAD to modify the required teaching load within a given year or years, provided the required teaching average of five (5) courses per year is met over a three (3) year period. For clarity, the VPAD also retains the right to modify the normal 2-3 teaching load to meet the operational needs of the Employer. In deciding to modify a Member's normal 2-3 teaching load, the VPAD shall consider the impact on the Member's research and service commitments, after consultation with the relevant Chair.

- (d) Members may receive additional course releases as a result of research, administrative service, or other assigned responsibilities; in such cases, all Members will normally teach a minimum of two (2) courses every academic year.

16.6.1. Teaching Reductions

- (a) Members holding the rank of Assistant Professor, Associate Professor, or Professor shall be eligible to apply to the VPAD for one (1) course reduction every academic year. A course reduction will normally be granted when the Member provides substantive evidence of a robust research agenda. Evidence of this research may include, but is not limited to:
 - i. externally funded research grants or fellowships;
 - ii. internally funded research grants or fellowships;
 - iii. non-funded research in progress with a peer-reviewed publication commitment; or,
 - iv. community-based research/scholarly engagement that requires substantial time commitment.

- (b) Members holding the rank of Assistant Professor, Associate Professor, or Professor may be granted more than one (1) course reduction in an academic year, with a multi-year grant valued in excess of \$100,000. The

number of course reductions shall be determined by the VPAD and the Member at the time the grant application is submitted.

- (c) Members holding the rank of Lecturer, excluding Definite-Term Lecturer Appointments, who provide substantive evidence of research that informs teaching practice, may apply to the VPAD with the support of their Chair, to request that their service component be fulfilled as research. Evidence of this research may include but is not limited to:
 - i. externally funded research grants or fellowships that pertain to teaching and learning;
 - ii. internally funded research grants or fellowships that pertain to teaching and learning;
 - iii. non-funded research in progress with peer-reviewed publication commitments that pertain to teaching and learning; or,
 - iv. community-based research/scholarly engagements that require substantial time commitment and pertain to teaching and learning.
- (d) Course reductions shall count as matching funds for external grant applications, where appropriate, on the part of the University College.

16.6.2. Under-Enrolled Courses

- (a) The University reserves the right to cancel under-enrolled courses. Members who have an under-enrolled course cancelled may choose to make up that teaching load in any subsequent term within the following eighteen (18) months, failing which the VPAD will assign an additional course to the Member in consultation with the Department concerned. Any courses voluntarily taken up or imposed in accordance with this clause shall not be considered to be overloads.

16.6.3. Externally Funded Teaching Buy-Outs

- (a) Members who have an external source of support (such as a secondment or a fellowship) that provides for a buy-out of teaching duties may be relieved of all teaching duties during all or part of an academic year. The rate of the buy-out will be at the equivalent of one sessional stipend at the Employer plus an additional fifty percent (50%) of the equivalent cost, subject to Article 16.6 (d) above.

16.6.4. New Tenure-Track Appointments

- (a) Newly hired tenure-track Members shall receive one (1) course release in their first year.

16.6.5. Research and Development Terms (non-teaching terms)

- (a) Members holding the rank of Assistant Professor, Associate Professor, or Professor shall normally be entitled to a Research and Development term in each academic year. In the academic year in which the Research and Development term occurs, the Member's full course assignment shall be distributed over the two other teaching terms.
- (b) Members holding the rank of Lecturer shall be entitled to at least one Development Term in every six (6) consecutive terms. This Development term will normally be in the Spring term. In the academic year in which the Development term occurs, the member's seven (7) course assignment will normally be distributed over the two other teaching terms. The Member shall have taught at least fourteen (14) courses over the preceding consecutive five (5) terms to qualify for the Development term.

16.6.6. Reduced Teaching for Professional Administration

- (a) A Member who devotes substantial time and effort toward external professional administration or leadership in a national or international academic society may request a reduction in teaching load. The Member shall apply to their Chair, who shall consider the request and make a written recommendation to the VPAD. Any reduction in teaching load for this purpose must be externally funded. The VPAD shall grant or deny the request.

16.6.7. Reduced Teaching for Exceptional Administrative Service on Behalf of the University and/or University College

- (a) Members appointed to positions that require exceptional administrative service on behalf of the University and/or the University College may request in writing one (1) course reduction per position per academic year, or one Sessional Stipend per office per academic year. The VPAD shall grant or deny the request.

16.6.8. Teaching Support

- (a) Members holding the rank of Assistant Professor, Associate Professor, or Professor, and who are teaching a minimum of two (2) courses in an academic year, shall be entitled to teaching support. Teaching support will be provided to Departments as part of the annual budgeting cycle to be distributed to Members by their Chair, following the approval of the VPAD. The support must be used exclusively for hiring a teaching assistant. A Member may not receive teaching support if they request overload teaching in an academic year. A Member may not carry over teaching support to another academic year.

16.6.9. Online Learning

- (a) Members may submit requests to develop, re-develop and deliver online courses to their Department Chairs. Chairs may also invite Members to submit such requests. The Chair will consider the request for the development or redevelopment of an online course and consult with the VPAD, who may or may not approve the request.
- (b) Members who design a new online course shall, per University of Waterloo Centre for Extended Learning protocol, enter into an authorship agreement with the University of Waterloo and Renison University College.
- (c) Members who develop a new online course shall receive one (1) course release in the term in which the Member is developing the course. If the Member does not complete the course development within twelve (12) months, then the Member must teach an additional course in addition to their normal course load in the upcoming academic year.
- (d) No Member shall be compelled to develop, redevelop, or deliver an online course, unless required for programs of the Department of the Member.

16.6.10. Remuneration for Online Teaching

- (a) Teaching of an online course shall count toward a Member's regular teaching workload.

16.6.11. **Overload Teaching**

- (a) At the request of the Department Chair, a Member may teach an overload.
- (b) A Member on leave or who has requested and received a reduction in the assigned teaching load or other modified duties, is ineligible to teach overload courses.
- (c) Any Member who teaches an overload course shall receive a Sessional Stipend.
- (d) In any one academic year, except in unusual circumstances a Member shall not teach more than one (1) course on overload.
- (e) The Association shall be provided a copy of any accepted overload assignment offers.

16.7. **Reduced Workload for Members**

16.7.1. Members on Definite Term Appointments are ineligible for a reduced workload under this Article.

- (a) A Member may submit a request to the VPAD seeking a reduced workload for a defined period, not to exceed twelve (12) months unless otherwise agreed between the Employer, Member, and the Association.
- (b) The Employer shall endeavour to facilitate such requests. The reduced workload shall not exceed a fifty percent (50%) reduction in the applicable workload defined in this Article. In no case shall any reduction result in the Member teaching fewer than two (2) one-semester courses in an academic year.
- (c) Any approved workload reduction arrangements shall continue for the term agreed to and are not terminable until the expiration of such arrangement, cessation of employment, and/or upon mutual consent.
- (d) The denial of a request for workload reduction shall not be subject to the grievance and arbitration procedure under this Agreement except on the

basis that the Employer's decision was made in bad faith or in discriminatory or arbitrary manner.

- (e) A Member working a reduced workload shall have salary, benefits, and pension adjusted proportionately to reflect reduction of work and shall:
- i. be entitled to request a percentage reduction in workload;
 - ii. continue as a Member of the Association;
 - iii. earn credit toward sabbatical leave, tenure, and promotion on a pro-rated basis;
 - iv. receive, during the period of reduced workload, such additions to their nominal salary as shall be implemented, as a result of negotiations between the Employer and the Association, on a pro-rated basis; and,
 - v. continue to have access to appropriate Employer services and facilities.

17. ANNUAL ACTIVITY REPORT AND REVIEW PROCESS

Annual review is an important method for promoting excellence in Research, Teaching, and Service. Annual Reviews assist Members in meeting their professional duties and responsibilities. Annual review allows for the acknowledgement and recognition of Member's professional successes and assists Members in setting targets for improvement and career development.

The Annual Review will be conducted by the VPAD in consultation with Department Chairs.

17.1. Annual Activity Report

- (a) Each Member shall submit to the VPAD an Annual Activity Report by February 1 of each year. The report shall be simultaneously submitted to the Member's Department Chair. The Annual Activity Report shall document activities for the period from the previous calendar year. The Annual Activity Report shall include activities relating to teaching/professional librarianship, scholarship, and service, as applicable to the Member's position. Members shall also submit an updated *curriculum vitae* with the Annual Activity Report.
- (b) Members on sabbatical or other approved leaves for any part of a given year shall complete the sections of the report pertaining to teaching and educational leadership and service to the institution for the period of the year in which they were not on leave.
- (c) There shall be Activity Guidelines that set out criteria for satisfactory scholarship, teaching, and service. Academic Council is responsible for establishing these guidelines by a majority vote. Academic Council will consult with each Department to ensure that the diverse fields of faculty are represented. The Activity Guidelines shall be reviewed and updated not less than every (5) years and changes shall be approved no later than October 15 in the year before the evaluation calendar year to which the changes would apply.
- (d) The Activity Guidelines shall be posted in a location that is accessible to all Members.

17.2. Annual Review

- (a) The Chair will provide a written response about each Member's Annual Activity Report to the VPAD by March 15 of each year, who will then assess the activity as satisfactory or unsatisfactory with respect to the Activity Guidelines. The VPAD will provide a written response to the Member by April 15 of each year.
- (b) In the response to each Member on the tenure track and any Definite Term Lecturer eligible for consideration for a Continuing Lecturer position, the VPAD shall also provide a written statement articulating a "progress towards tenure or permanency" assessment that offers suggestions to the Member on satisfying the criteria for tenure or permanency.
- (c) Where the VPAD is prepared to declare a Member's performance unsatisfactory, the Annual Review shall describe the grounds for this evaluation in detail, and invite the Member to a meeting within ten (10) days of receipt of the decision. The VPAD may change the evaluation within ten (10) days after the meeting occurs, after which a final Annual Review will be delivered to the Member. Where a Member's Annual Review is unsatisfactory, the Member shall not be eligible for an annual Progression Through the Ranks increase in accordance with **Article 33 – FACULTY COMPENSATION** (Article 33.5).
- (d) It is the Member's responsibility to provide sufficient detail of activities and their outcomes to enable the VPAD to provide an assessment. If the Chair or VPAD are of the opinion that there is insufficient information in the Annual Activity Report, they shall notify the Member, who shall have five (5) working days to provide additional detail in response to the request. If the information remains insufficient for an assessment, the VPAD may assess the Member's performance as unsatisfactory.
- (e) The purpose of both the written Annual Review and in-person meeting shall be the provision of constructive guidance and the collaborative development of a plan designed to assist the Member in performing their professional duties and achieving excellence.
- (f) The candidate may appeal to the President within ten (10) days of receipt of the final Annual Review if they believe that the VPAD failed to follow the procedures outlined in this Agreement.

- (g) If the President upholds the Member's appeal, the VPAD will issue a revised final Annual Review, inclusive of the provisions in 17.2 (b) above.
- (h) If the President does not uphold the candidate's appeal, the candidate shall be notified in writing of the outcome by the President.
- (i) The Annual Review shall be included as evidence in the renewal, tenure and/or promotion process.
- (j) This article is not subject to the grievance and arbitration process other than an alleged failure to comply with these procedures may be the subject of an individual grievance.

18. SEARCH PROCEDURE FOR ACADEMIC APPOINTMENTS

18.1. Recruitment

- (a) Recruitment of faculty and the authority to hire requires the authorization of the President.
- (b) The responsibility of initiating an academic appointment is that of the President and the VPAD. The VPAD will seek a recommendation from Academic Council prior to the President giving their approval for the initiation of an academic appointment. When approval is granted, the Chair of the relevant academic Department will be invited to initiate the recruitment process.
- (c) The Chair of the Department may raise the need for academic appointments, whether required on an incremental or a replacement basis, with the VPAD who shall engage in consultations with such Chair.
- (d) The Chair will offer input as to the classification of faculty position to be filled (i.e. definite term or continuing lecturer, assistant, associate or full professor). Through the VPAD, a recommendation will be brought to the President for determination of classification.
- (e) The process of developing recommendations on the appointment of academic staff is a peer-review process. The Employer recognizes that input from Members of the same discipline as that of the contemplated appointment is important. The guiding objective is to attract and appoint the most highly qualified candidates. In its deliberations, the Search Committee shall consider various factors including:
 - i. academic credentials;
 - ii. program fit with the relevant academic unit;
 - iii. evidence of positive teaching performance;
 - iv. record or clear potential of a strong research record;
 - v. support for the mission of the Employer;
 - vi. Principles of equity; and,
 - vii. suitability for appointment at the Employer.

18.2. Procedures

- (a) Except in the case of Definite Term Appointments of twenty-four (24) months or less, the Chair of the relevant academic Department shall convene a meeting of the Search Committee and serve as the Chair of the committee.
- (b) In the case of Definite Term Appointments of twenty-four (24) months or less, the Chair of the relevant Department shall seek the opinion of the Academic Council as to the appropriateness of an open search. The VPAD shall take into consideration the opinion of the Academic Council and the Chair in determining whether to proceed with an open search (in which case the procedure outlined below shall apply) or make an appointment based on the Department Chair's recommendation of a candidate.
- (c) The Department, through the Chair, shall provide the VPAD with recommendations on the content of the advertisement. After obtaining approval of the VPAD, the Department Chair shall present an advertisement to the Academic Council for Information. The position shall normally be advertised at least in, but not limited to, University Affairs and the CAUT Bulletin.
- (d) The Department Chair of the relevant Department shall convene a Search Committee as set out in Article 18.3 for approval by Academic Council.
- (e) The Search Committee shall review applications and recommend to the VPAD a short-list of qualified candidates. The shortlist shall consist of at least two (2) applicants.
- (f) After consultation with the VPAD, the Search Committee shall conduct interviews of the shortlisted candidates. The VPAD shall confirm the credentials upon which the candidate is relying and perform reference checks and may consult with or seek assistance from the Chair.
- (g) The VPAD and the President shall have an opportunity to review the Search Committee's file of the short-listed candidates and shall meet with the candidates as part of the interview day.
- (h) The Search Committee shall make a detailed written report and recommendation, which includes comments regarding teaching experience and topics to be taught, research success and history, administrative experience, results of references, a

proposal for a starting rank and credited years of equivalent service, and a recommendation on accrued sabbatical credits, as well as tenure if appropriate, through its Chair, to the VPAD who shall provide such report, along with their written recommendation on the appointment, to the President. The President shall discuss the recommendations with the VPAD and Chair of the Search Committee.

- (i) If the Search Committee determines that any of the short-listed candidates may be offered tenure pursuant to an appointment, the Chair of the Search Committee shall forward the file to the Tenure and Promotion Committee (TPC) for a determination as to tenure eligibility. The TPC shall render and report its decision on the matter to the Search Committee prior to the committee finalizing its recommendation in accordance with Article 18.2 (h) above.
- (j) The President shall make the decision on acceptance or rejection, in whole or in part, of the Search Committee's recommendation. The President shall not grant tenure to any candidate whose application has not been reviewed by the TPC. In overturning the search committee or TPC recommendation regarding tenure, the President shall not exercise their power in an arbitrary or bad faith manner. The President's decision shall be communicated to the Chair of the relevant Department.
- (k) Where the consensus of the Search Committee is that no candidate is appropriate, or the President declines the Search Committee recommendation, the request for an appointment shall be addressed in a manner consistent with the University's immediate academic needs as determined by the VPAD, after engaging in consultation with the Chair of the relevant Department.
- (l) The letter of appointment shall designate the terms and conditions of that appointment, including salary, and the Member's Department(s). The letter of appointment shall stipulate that the appointment is subject to this Agreement and shall include the Member's rank and any credited years of equivalent service. A copy of the letter of appointment shall be placed in the Member's Confidential Human Resources File and forwarded to the Association.

18.3. Search Committee

- (a) The Search Committee shall consist of:
 - i. The Department Chair, who shall chair the committee;

- ii. Two (2) Department members, selected by the Department, in a tenured or tenure-track position. For a lecturer search, one (1) member shall be a Continuing Lecturer. In cases where a Department does not have two (2) eligible members, additional members shall be selected through the agreement of the departmental members and the VPAD;
 - iii. A member of another Department, preferably with tenure, appointed by the VPAD after consultation with the Chair of the committee; and,
 - iv. Where the search committee feels it would benefit from outside expertise, a tenured faculty member from a relevant UW program may be invited to join the Search Committee. In the event no such member is available or willing to serve, a third Department member, selected by the Department/School, in a tenured, tenure track, or continuing lecturer position shall be added to the Search Committee instead, where such a Department member exists and is willing to serve;
 - v. In cases where the above stipulations fail to produce five (5) members of the Search Committee, the Joint Committee shall appoint a fifth member from among the faculty.
- (b) In serving on a Search Committee, Members are expected to attend an orientation session with Human Resources or consult with Human Resources, after which Members are expected to attend all interviews, teaching presentations, research discussions, and Search Committee deliberations to ensure consistency and fairness in the search process.
- (c) Search Committee deliberations and processes shall be administered in a confidential manner consistent with applicable privacy, human rights and employment equity legislation. Upon request, the Search Committee shall share any information requested with the VPAD, the President, and Human Resources, and such disclosure shall not constitute a breach of confidentiality. Members of the Search Committee, who, in good faith, share information with the VPAD, President, Human Resources or the Association Executive regarding ethical or procedural problems in the search process, shall not constitute a breach of confidentiality. The Association Executive shall also keep such information confidential.

18.4. **Committee Conflicts**

- (a) Search committee members are required to state any conflicts of interest with regard to a particular applicant.
- (b) Should there be a relationship with an applicant and a member of the Search committee that may lead to a bias or appearance of one, the committee member shall immediately disclose the nature of the relationship. It shall be at the discretion of the committee, with a majority secret ballot vote if necessary, to determine if the member must withdraw from participation at any stage of the committee's work.
- (c) If a member withdraws, the Search Committee must determine whether a replacement is necessary after considering such factors as gender balance, disciplinary expertise, and the stage of the committee's deliberations.

19. APPOINTMENTS

19.1. Ranks of Appointment

- (a) All Members shall be appointed with academic rank. The ranks of appointments governed by this Agreement are:
 - i. Professor
 - ii. Associate Professor
 - iii. Assistant Professor
 - iv. Lecturer

19.2. Categories of Appointment

The six (6) categories for appointments governed by this Agreement shall be as follows:

19.2.1. Definite Term Appointments – Lecturer

- (a) Definite Term appointments are entered into for a definite period of time for no fewer than twelve (12) months and no more than thirty-six (36) months.
- (b) A Member may not exceed six (6) consecutive years in a Definite Term appointment, with the exception that any Member who as of the date of the ratification of this Agreement who holds a Definite Term appointment shall be grandparented and not subject to the termination of their appointment due to this Article until six (6) years after ratification.
- (c) Definite Term appointments will normally be made at the rank of Lecturer.

19.2.2. Continuing Appointments – Lecturer

- (a) Continuing Lecturer position is an Ongoing Faculty position at the rank of Lecturer. Duties are primarily in teaching and service, and are assigned in all three terms, though Lecturers shall have the option to have one term in six be a non-teaching term.

- (b) Continuing appointments shall be made only at the rank of Lecturer. A candidate for a continuing appointment shall have served for at least three years, and normally for six years, in a definite-term appointment.
- (c) Continuing appointments as Lecturer shall be subject to an initial thirty-six (36) month probationary period, followed by the process of review and renewal outlined in 19.4.4 below.
- (d) Members with continuing appointments are not eligible for tenure, for sabbatical leave, or for promotion to any rank other than Lecturer.
- (e) These positions are understood to be unusual and offered only in special circumstances. Continuing Lecturer appointments shall not exceed twenty percent (20%) of the permanent Academic Staff complement (not including the Librarian).

19.2.3. **Tenure-Track Appointments**

- (a) Tenure Track appointments consist of two phases of probationary assessment during which time the Member must demonstrate the required qualifications and activity for a Tenured Appointment. A first probationary appointment shall normally have a duration of three (3) years and is normally followed by a second probationary appointment of the same duration.
- (b) Tenure-track appointments shall not normally be made at the rank of Lecturer (ABD). In exceptional cases, including the hiring of members of historically disadvantaged groups, prospective Assistant Professors close to completing a PhD (ABD) may be appointed at the rank of Lecturer for a definite term, with re-appointment contingent upon successful completion of a PhD within the term. Their remuneration shall be consistent with that of a Lecturer until successful completion of their doctorate, at which point their rank and salary shall increase to that of Assistant Professor. Their workload during the definite term as Lecturer and after completion of a PhD shall be consistent with that of Assistant Professor. Prospective Assistant Professors hired ABD in the tenure stream shall be eligible for the course release in Article 16.6.4 above.

19.2.4. Tenured Appointments

- (a) Tenured Appointments reflect the permanency of the appointment and are conferred either as a result of the tenure process established under this Agreement or pursuant to the hiring process. Tenured appointments shall not be made at the rank of Lecturer.

19.2.5. Externally Funded Appointments

- (a) Renison University College may, from time to time, enter into agreements with external bodies (e.g. the University of Waterloo) that provide funding for academic appointments. Externally funded appointments, whether entirely funded or partly funded, shall normally be made at the rank of Professor, Associate Professor, Assistant Professor, or Lecturer.
- (b) The Employer shall seek input from Academic Council and the receiving Department prior to the VPAD making a recommendation to the President regarding externally funded appointments.

19.3. Minimum Standards for Appointment

19.3.1. Standards for Promotion to, or Appointment at, the Rank of Professor

- (a) The candidate must hold a recognized, earned PhD or equivalent. The candidate must have at least ten (10) years full-time university faculty membership, or at least five (5) years in the rank of Associate Professor by the date of promotion.

19.3.2. Standards for Promotion to, or Appointment at, the Rank of Associate Professor

- (a) The candidate must hold a recognized, earned PhD or equivalent. The candidate must have at least four (4) years of full-time university faculty membership in the rank of Assistant Professor by the date of promotion or appointment.

19.3.3. **Standards for Promotion to, or Appointment at, the Rank of Assistant Professor**

- (a) The successful candidate must hold a recognized, earned PhD or equivalent.

19.3.4. **Standards for Appointment to the Rank of Lecturer**

- (a) The candidate shall hold at least a recognized, earned Master's degree or equivalent.

19.4. **Process for Appointment**

- 19.4.1. For clarity, the authority for the creation of positions or whether a vacancy exists or will be filled lies solely with the Employer.

- 19.4.2. For appointments requiring an open search, search and hiring shall be conducted according to **Article 18 – SEARCH PROCEDURE FOR ACADEMIC APPOINTMENTS**.

19.4.3. **Appointment Process: Definite Term Lecturer**

- (a) Definite Term appointments of twelve (12) to twenty-four (24) months shall be at the decision of the Chair after consultation with Department members and internal posting, with the recommendation of the VPAD and approval of the President, subject to **Article 18 – SEARCH PROCEDURE FOR ACADEMIC APPOINTMENTS**.
- (b) Definite Term appointments of 36 months require an open search as described in **Article 18 – SEARCH PROCEDURE FOR ACADEMIC APPOINTMENTS**.
- (c) A Member appointed on a Definite Term with strong teaching and service reviews shall be given first consideration for a subsequent contract, subject to the limitations in 19.2.1 (b) above, should a similar contract be made available in a subsequent term.

- (d) Reappointment Notification: The VPAD shall notify Members holding definite term appointments no less than three (3) months before the end of their contracts with regard to renewal.

19.4.4. Appointment Process: Probationary Continuing Lecturer Appointment

- (a) A proposal to create a Continuing Lecturer (CL) position originates with the Chair, with the support of the VPAD. After seeking input from Academic Council, the VPAD shall make a recommendation regarding the creation of a new CL position to the President. The creation of a CL position must be approved by the President. The recommendation of the VPAD and the decision of the President shall not be made in a bad faith or arbitrary manner.
- (b) When a CL position is available, an open search shall be conducted as described in **Article 18 – SEARCH PROCEDURE FOR ACADEMIC APPOINTMENTS**. Internal candidates may apply.
- (c) The Member shall submit to the VPAD a package to support their application by October 1. This package shall include a summative letter capturing the applicant's academic credentials, professional experiences and achievements as a Lecturer, including a statement of teaching philosophy, evidence of strong teaching, an updated *curriculum vitae*, and detailed evidence of service experience and contributions. The package may include letters of support and any other materials supporting the application.
- (d) A recommendation to make an appointment to a probationary Continuing Lecturer position shall be made by the VPAD, in consultation with the relevant Chair, and must be approved by the President. The Member shall be notified of a decision by the following March 1.
- (e) A member may continue as a DTL until the conclusion of the existing contract if a CL probationary appointment is not granted.

19.4.5. Appointment Process: Continuing Lecturer

- (a) Continuing appointments as Lecturer shall be subject to an initial thirty-six (36) month probationary period. By July 1 of the Member's final probationary year, the Member shall submit to the VPAD an application to support a request for permanent continuing status.
- (b) Applicants for continuing status shall submit their application for Continuing Lecturer in electronic form to the VPAD on or before October 1 of the year in which the review is to take place. The VPAD shall present the TPC with the Member's package along with the VPAD's summary of the Member's performance and solicit the Tenure and Promotion Committee's recommendation. For the purposes of assessing applications for CL positions, the TPC must include at least two (2) Members with Continuing Lecturer appointments, elected by Academic Council.
- (c) The application package shall include a summative letter capturing the applicant's academic credentials, professional experiences, and achievements as a Lecturer, including a statement of teaching philosophy, evidence of satisfactory teaching, an updated *curriculum vitae*, and detailed evidence of service experience and contributions. The package may include letters of support and any other materials supporting the application.
- (d) Within ten (10) working days of submission of the application, the VPAD, the Member, and a member of the TPC shall meet and review the case file to ensure that the Member has included all pertinent material. In the event that the file is incomplete, the Member shall have ten (10) working days to submit the missing material, after which time the application shall be considered closed.
- (e) Applicants for continuing status as a Continuing Lecturer shall be observed for at least fifty (50) minutes in at least two (2) of the Member's teaching sessions. Each observation shall be made by a representative from the University of Waterloo's Centre for Teaching Excellence, or if no such representative is available, another individual shall be selected by the VPAD after consultation with the Member's Chair, who shall submit a written assessment to the Chair of the TPC.
- (f) The TPC shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based, to the VPAD's Tenure and Promotion

Committee (VPAD-TPC), with a copy at the same time to the Member, on or before March 1. Where the TPC cannot reach a unanimous recommendation, the Chair will also submit a written report to the President summarizing the divergent opinions. A recommendation to grant Continuing Lecturer status requires approval of all but one (1) member of the TPC.

- (g) If the TPC reaches an initial decision to recommend the denial of CL status, the TPC shall provide the Member with a statement of reasons, with a copy to the VPAD and the Association on or before March 1. The Member shall be given seven (7) calendar days to respond either in writing or by appearing in front of the TPC. The TPC shall take into consideration the submissions of the Member and make its final recommendation to the VPAD-TPC.
- (h) The VPAD's Tenure and Promotion Committee (VPAD-TPC) shall consider all Continuing Lecturer Appointment recommendations from the TPC to ensure that the TPC has acted carefully and appropriately in its deliberations, that its recommendations are sound and that comparable standards are being applied from Department to Department.
- (i) The VPAD-TPC shall base its deliberations primarily on the report forwarded by the TPC.
- (j) The VPAD-TPC shall decide whether to approve or reject the TPC's recommendation. The VPAD-TPC shall not exercise its decision-making power in a bad faith or arbitrary manner.
- (k) The VPAD-TPC shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based, to the President with a copy at the same time as to the Member, on or before April 1. Where the VPAD-TPC cannot reach a unanimous recommendation, the Chair will also submit a written report to the President summarizing the divergent opinions. A recommendation to grant Continuing Lecturer status requires approval of all but one (1) member of the VPAD-TPC.
- (l) The President shall present the President's recommendation to the Board for a decision on the Member's application no later than April 15, or the next scheduled meeting of the Board thereafter, of the academic year in which the review occurs. The President shall not exercise the President's decision-making power in a bad faith or arbitrary manner.

- (m) The Board shall decide whether to accept the President's recommendation. The Board shall not exercise its decision-making power in a bad faith or arbitrary manner.
- (n) The President shall inform the Member of the decision, in writing, within seven (7) calendar days of the Board's decision.
- (o) Where the Continuing Lecturer appointment is confirmed, the effective date shall be July 1.
- (p) Any request for reconsideration or appeal by a Member who has been denied Continuing Lecturer status shall be governed by Article 21.10 below.

19.5. Other appointments

19.5.1. Domestic Partner Appointments

- (a) A domestic partner is a person of any gender who has cohabited in an ongoing committed relationship for at least one year with an individual who, as a result of an open search, has been recommended for appointment to a tenured or tenure-track position at Renison or UW or its affiliates.
- (b) A Domestic Partner Appointment is a non-renewable definite-term appointment to an academic unit for up to three (3) years.
- (c) A Domestic Partner Appointment shall not replace positions that have been previously approved.
- (d) A Domestic Partner Appointment shall not be considered without a cost-sharing agreement satisfactory to the Employer between the central administration of University of Waterloo or the Employer and the two partners' home Departments.

(e) Appointment process

- i. The partner candidate shall submit a letter of application, an up-to-date curriculum vitae, and at least three (3) written recommendations from scholars familiar with the candidate's work.
 - ii. The VPAD shall bring the request to the Department into which the partner candidate would receive an appointment. The voting members of the Department shall then vote on whether the partner candidate would be a credible candidate for the proposed rank in their field, were such a position advertised.
 - iii. In the event that members of the Department vote to recommend the appointment, the request shall advance to Academic Council to seek input.
 - iv. On the recommendation of the VPAD, the President may make the Domestic Partner Appointment.
- (f) During the non-renewable definite-term appointment of a domestic partner, the partner appointee may apply for an advertised limited term, continuing, tenure-track, or tenured position.

19.5.2. Adjunct Appointments

- (a) These appointments carry the titles Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor or Adjunct Lecturer. They are made to individuals, external or internal to Renison University College, who are qualified to undertake certain specific responsibilities within an academic unit for teaching, scholarship or the co-supervision of students. Where appropriate, adjunct faculty members should be encouraged to take part in the normal life of the Department and Faculty.
- (b) Adjunct appointments require approval by the hosting Department before being considered by the VPAD. The VPAD will consider the Department's request for an adjunct appointment, and make a recommendation to President. The President shall not exercise the President's decision-making power in a bad faith or arbitrary manner.

19.5.3. **Cross and Joint Appointments**

- (a) The terms 'cross' and 'joint' applied to appointments denote administrative arrangements, not different appointment categories. A Member with a joint appointment has responsibilities in two or more academic units to such an extent that these units share salary and other expenses. A cross appointment does not involve cost sharing, but does identify a Member who is formally associated with the work of more than one academic unit.

- (b) Joint appointments require approval of both Departments before being considered by the VPAD. Cross appointments require the approval of the secondary Department to which the Member is being cross-appointed. The VPAD will consider Departmental requests for Cross or Joint appointments, and will make a recommendation to the President. The President shall not exercise the President's decision-making power in a bad faith or arbitrary manner.

19.5.4. **Affiliated or Associate Appointment**

- (a) The terms 'affiliated' or 'associate' applied to appointments denote administrative arrangements, not different appointment categories. Such status does not involve cost sharing and does not involve a formal arrangement of responsibility in another academic unit.

19.5.5. **Administrative Appointments**

- (a) Academic staff members may hold administrative appointments as Department Chairs, Deans, Vice-Presidents and so on. These appointments are covered by separate policies, and are not categories of faculty appointment under this Agreement.

19.5.6. **Overload Appointments**

- (a) A Member who agrees to take on specific duties additional to their normal responsibilities may be given an overload appointment with additional remuneration. An overload appointment is for a definite term, and requires the recommendation of the Chair of the Member's Department and the approval of the VPAD.

19.5.7. Honorary Titles

- (a) The titles Professor Emeritus/a and Distinguished Professor Emeritus/a are honorary designations, and do not indicate categories of faculty appointment under this Agreement.

19.5.8. Visiting Appointments

- (a) These appointments are definite-term, normally of duration one year or less and non-renewable, and carry the titles Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor or Visiting Lecturer. These appointments will be established by the VPAD with the approval of the President. Such status will not normally involve internal funding by Renison University College or a school(s) or Department(s) thereof.

20. RENEWALS, TENURE, AND PROMOTION COMMITTEES

20.1. Tenure and Promotions Committee

- (a) The Tenure and Promotions Committee (TPC) is responsible for evaluating the performance of Members on matters assigned to it by this Agreement, in particular renewal of tenure-track appointments and applications for tenure and promotion.
- (b) The TPC is a committee of the Renison University College Academic Council (AC). The TPC is established by Academic Council by election each September. Committee members will be elected from among Renison tenured faculty members, ideally to represent departmental diversity.
- (c) The TPC shall be composed of three (3) tenured Members.
- (d) When considering a candidate for tenure or promotion, the TPC will add one (1) member who is external to Renison College University though not necessarily external to the University of Waterloo. This member will be someone who can provide the Committee with an overall assessment of the candidate's career including teaching, scholarship and service. The Committee will prepare a list of three (3) potential external members and present it to the candidate, who will be allowed to comment on the suitability of any of those on the list.
- (e) Applicants and members of the TPC are responsible for claiming or declaring a conflict of interest should one exist. If a member declares a conflict of interest, that member shall be replaced. If the Chair has a conflict, the Council will appoint another of its members as a Chair *pro tem*, and communications with the candidate shall be through this Chair *pro tem*.
- (f) If the Member has a reasonable apprehension of bias or perceived conflict of interest in respect of any member of the TPC, the Member may notify the TPC Chair in writing, and the Chair shall meet with the members of the TPC, excluding the member alleged to have a bias or conflict of interest, and the Committee shall decide as to whether that person ought to be replaced. If the Committee is in agreement that there is a reasonable apprehension of bias or reasonable perceived conflict of interest, then the Chair or Chair *pro tem* shall replace that member with another person with the credentials required. An Applicant will not be allowed to assert such a

claim once the TPC has received the application unless relating to a post-application change in the composition of the TPC.

- (g) An Applicant who is a member of the TPC shall not participate as a member of the TPC where their application is being considered. The TPC shall be composed of the remaining three (3) members during such individual's review.
- (h) The deliberations of the TPC shall be strictly confidential, except as otherwise permitted under this Agreement or required by law.

20.2. VPAD's Tenure and Promotion Committee

- (a) The second stage in the tenure or promotion process shall be a recommendation from the VPAD's Tenure and Promotion Committee (VPAD-TPC), which shall be composed of all Chairs of academic units, all of whom shall be tenured, and the VPAD, who shall be Chair.
- (b) The VPAD-TPC shall be convened by the Chair to determine whether to make a recommendation to the President that the Member should be promoted and/or granted tenure.
- (c) Applicants and members of the VPAD-TPC are responsible for claiming or declaring a conflict of interest should one exist. If a member declares a conflict of interest, the member shall recuse themselves and the VPAD-TPC shall continue with the remaining members. If the Chair has a conflict, the Committee will appoint another of its members as a Chair *pro tem*, and communications with the candidate shall be through this Chair *pro tem*.
- (d) If the Member has a reasonable apprehension of bias or perceived conflict of interest in respect of any member of the VPAD-TPC, the Member may notify the Chair of the VPAD-TPC in writing and the Chair shall meet with the members of the VPAD-TPC, excluding the member alleged to have a bias or conflict of interest and the Committee shall decide as to whether that person ought to recuse themselves. If the Committee is in agreement that there is a reasonable apprehension of bias or reasonable perceived conflict of interest, and the Chair or Chair *pro tem* shall ask that member recuse themselves and the VPAD-TPC shall continue with the remaining members. An Applicant will not be allowed to assert such a claim once the VPAD-TPC has received the application unless relating to a post-application change in the composition of the TPC.

- (e) An Applicant who is a member of the VPAD-TPC shall not participate as a member of the VPAD-TPC where their application is being considered. The VPAD-TPC shall be composed of the remaining members during such individual's review.
- (f) The deliberations of the VPAD-TPC shall be strictly confidential, except as otherwise permitted under this Agreement or required by law.

20.3. Composition of TPC and VPAD-TPC

- (a) A person may not sit on more than one tenure and promotion committee, whether it be the TPC or the VPAD-TPC.
- (b) The quorum of the TPC and the VPAD-TPC shall be the full membership.
- (c) Where the decision is regarding promotion to Full Professor, both committees must have a majority of Full Professors as voting members. When necessary, the TPC or VPAD-TPC will add members who are external to the Employer though not necessarily external to the University of Waterloo.

21. RENEWALS, TENURE, AND PROMOTION PROCEDURES

21.1. Guidelines

- (a) The standards for tenure not outlined in this Agreement are established by the Renison University College Academic Council (AC).
- (b) The granting of tenure to a tenure-track Assistant Professor carries with it appointment at the rank of Associate Professor. For clarity, an appointment to Assistant Professor does not result in tenure.
- (c) When a Member applies for simultaneous tenure and promotion, they shall submit a single dossier.
- (d) A Member may not be considered for tenure more than once, with the exception that they may defer once pursuant to Article 21.2 (e) below or Article 21.2 (f) below.
- (e) Recommendations and decisions on promotion and tenure shall be of the following types:
 - i. Promotion: that promotion be granted or denied;
 - ii. Tenure: that tenure be granted, denied or deferred.

21.2. Timelines

- (a) Consideration for tenure normally occurs in the penultimate year of a second probationary appointment, that is, during the fifth full year of full-time employment at the University in the rank of Assistant Professor. That notwithstanding, a Member on a tenure track appointment may be considered for tenure at any time after having completed three (3) years of full-time university faculty service in the rank of Assistant Professor. Members considering applying for tenure before their fifth full year in the rank of Assistant Professor shall seek the advice of their Chair and the VPAD before proceeding.
- (b) While time on an approved leave of absence will normally not count towards service in relation to eligibility for tenure, a Member may choose to decline a break in continuity in relation to eligibility for tenure.

- (c) Members who have taken approved leaves during their probationary period may request to defer tenure and promotion consideration by one (1) year for each incident of leave period, but such deferral shall be no more than two (2) years in total.
- (d) Any Member may request deferral of evaluation for tenure and corresponding contract extension as a reasonable accommodation or because of extraordinary personal circumstances. Such deferral shall only be permitted for one (1) year.
- (e) A Member who is being considered for tenure before their fifth full year of full-time employment at the University may withdraw their tenure application at any stage prior to the VPAD's recommendation to the President. If the Member withdraws, the Member must then wait until the fifth year of probationary service for tenure consideration.
- (f) A denial of an early application for tenure, that is, an application made prior to fifth full year of full-time employment at the University, is not an immediate termination of appointment. The Member shall be entitled to complete the previously agreed upon term of the probationary appointment.
- (g) A Member may apply for promotion from Associate to Full Professor with at least ten (10) years full-time university faculty membership, or at least five (5) years in the rank of Associate Professor. If a Member's application to Full Professor is denied, then the Member must wait at least two (2) years from the date of application to apply again. A continuous program of scholarship, teaching, and service with positive peer review by nationally and internationally recognized scholars is essential for promotion to Professor. The candidate's record is to be judged in comparison with the records of faculty members recently promoted at the Employer, UW and other universities of comparable standing. Promotion to Professor is not an assured step in the career of a faculty member, and some will not attain this rank.
- (h) Members shall notify the VPAD, in writing, of their intention to apply for tenure or promotion on or before July 1. The VPAD shall meet with the candidate at the earliest mutual opportunity.
- (i) Members shall submit their application for Tenure or Promotion in electronic form, including all relevant supporting documentation that the Member would like the Committee to consider, together with a list of at least three (3) external assessors, to the VPAD on or before October 1 of the year in which the review is to take place.

- (j) Within ten (10) working days of submission of the Application, the VPAD, the Member, and a member of the TPC shall meet and review the dossier to ensure that the Member has included all pertinent material. In the event that the file is incomplete, the Member shall have ten (10) working days to submit the missing material, after which time the Application shall be considered closed.

21.3. Tenure and Promotion Committee (TPC)

- (a) The Tenure and Promotion Committee (TPC) shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based, to the VPAD's Tenure and Promotion Committee (VPAD-TPC) on or before March 1. Where the TPC cannot reach a unanimous recommendation, the Chair will also submit a written report to the VPAD-TPC summarizing the divergent opinions. A recommendation to grant tenure, promotion, or renewal requires approval of all but one (1) member of the TPC.
- (b) If the TPC reaches an initial decision to recommend the denial of tenure, promotion, or renewal, the TPC shall provide the Member with a statement of reasons, with a copy to the VPAD and the Association on or before March 1. The Member shall be given seven (7) calendar days to respond either in writing or by appearing in front of the TPC. The TPC shall take into consideration the submissions of the Member and make its final recommendation to the VPAD-TPC.

21.4. VPAD Tenure and Promotion Committee (VPAD-TPC)

- (a) The VPAD's Tenure and Promotion Committee (VPAD-TPC) shall consider all tenure and promotion recommendations from the TPC to ensure that the TPC has acted carefully and appropriately in its deliberations, that its recommendations are sound and that comparable standards are being applied from Department to Department.
- (b) Negative TPC recommendations will also be reviewed unless the candidate has chosen to withdraw their application pursuant to Article 21.2 above [Timelines].
- (c) The VPAD-TPC shall base its deliberations primarily on the report forwarded by the TPC.

- (d) The VPAD's Tenure and Promotion Committee (VPAD-TPC) shall decide whether to approve or reject the TPC's recommendation. The VPAD-TPC shall not exercise its decision-making power in a bad faith or arbitrary manner.
- (e) The VPAD-TPC shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based, to the President with a copy at the same time to the Member on or before March 20. Where the VPAD-TPC cannot reach a unanimous recommendation, the Chair will also submit a written report to the President summarizing the divergent opinions. A recommendation to grant tenure, promotion or renewal requires approval of all but one (1) member of the VPAD-TPC.
- (f) The President shall present the President's recommendation to the Board for a decision on the Member's application no later than April 15 in anticipation of the next meeting of the Board.
- (g) The Board shall decide whether to accept the President's recommendation. The Board shall not exercise its decision-making power in a bad faith or arbitrary manner.
- (h) The President shall inform the Member of the decision, in writing, within seven (7) calendar days of the Board meeting at which the decision was made.
- (i) Where renewal, tenure and/or promotion is granted, the effective date shall be July 1.

21.5. External Assessors

- (a) Except in the circumstance outlined in 21.5(b) below, when making a recommendation for tenure and/or promotion the TPC shall obtain assessments from three (3) arm's length external assessors expert in the area(s) of the Member's scholarly activity. The TPC shall choose assessors with due regard to the area(s) of scholarly activity.
- (b) The TPC shall select three (3) assessors from a list composed of at least three (3) names submitted by the Member, and at least three (3) names determined by the TPC. The TPC shall present the Member with its list of names. The Member may challenge, in writing to the Committee, potential assessors for bias, apprehension of bias, conflict of interest, or unsuitability, within seven (7) calendar days of receiving the list. If the Member and the TPC cannot agree on a

common pool of possible assessors, the TPC shall select two (2) names from its list and (2) two names from the Member's list. In this case, the TPC shall consult four (4) assessors rather than three (3). The TPC's consideration and decision regarding external assessors shall be completed on or before November 1.

- (c) The Chair of the TPC shall instruct external assessors to consider the weight and nature of the candidate's teaching, service, and scholarship as in any North American university comparable to Renison University College in the demands it makes on Members. Where an appointment includes an unusually high service component, this service weighting may be highlighted in the instructions to the external assessors.
- (d) The Member shall receive confirmation from the Chair that all materials in the submitted dossier, and only those materials and a cover letter, have been sent to the external assessors. The Chair shall provide this confirmation to the Member within seven (7) calendar days of sending the packages to external assessors.
- (e) In order for an external assessor's submission to be eligible for consideration, it must be submitted to the Chair of the TPC on or before February 1. Where an external assessor fails to meet this timeline, then the TPC may allow an extension of up to three (3) weeks and if necessary, the timelines in this Article will be modified accordingly. Any modification to the timeline as a result of an external assessor's delay is not grievable.
- (f) Following communication of the VPAD-TPC's recommendation, the Member may request to review the external assessors' comments after all identifying marks have been removed.

21.6. **Self-Assessment and C.V.**

- (a) The candidate must supply a cover letter with a written self-assessment indicating their performance in teaching, scholarship, and service. The candidate must also submit an up-to-date academic *curriculum vitae*, listing all publicly disseminated work, all past Annual Reviews as part of their tenure or promotion dossier.

21.7. **Sources of Information:**

- (a) In applying for tenure and/or promotion, Members shall prepare an Application for Tenure or Promotion to demonstrate achievements in accordance with three (3) criteria: Teaching (Criterion I), Scholarship (Criterion 2), and Service (Criterion 3). Materials submitted as evidence in 21.7.1 below through 21.8

below, as well as the correspondence referred to in 21.6 above, shall be evaluated by the TPC, the VPAD-TPC, and external assessors

21.7.1. Criterion 1 – Teaching

- (a) To demonstrate performance in teaching, the candidate must supply a teaching portfolio, which may include:
 - i. A teaching philosophy statement, that is, explanatory material about aims and methods of teaching written and submitted by the candidate;
 - ii. Course descriptions, syllabi, bibliographies, or other material distributed in courses;
 - iii. Material descriptive of courses submitted to other bodies (e.g., departmental or University curriculum committees);
 - iv. Letters of reference from colleagues;
 - v. Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops, or conferences on teaching;
 - vi. Any other relevant evidence of teaching that the candidate feels would be helpful in communicating their teaching history.

21.7.2. Criterion 2: Scholarship

- (a) To demonstrate performance in professional scholarship, the candidate must supply an explanatory cover letter and may supply other supporting documentation including:
 - i. References and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, and other materials selected by the candidate;
 - ii. "Publications" include work peer reviewed and formally accepted for publication by reputable journals or publishers, including, but not

limited to, books, textbooks, journal articles, and book chapters in the candidates' discipline or outside the candidate's discipline or in interdisciplinary forums. "Publications" may also include, but are not limited to, the organization and synthesis of existing knowledge, bibliographies, reviews, internet resources, creative works, government or community reports, or creative forms of knowledge mobilization.

- iii. Citation by others in the field;
- iv. Evidence of receipt of grants, fellowships, or awards;
- v. Evidence of participation in funded research;
- vi. Substantial creative works relevant to the discipline or scholarly field which have been made public;
- vii. Documentary evidence of exemplary practice in professional fields, which may include written research, policy or practice monographs, or government or community reports;
- viii. Evidence of service as a reviewer, referee, contributor, or editor for a professional or scholarly publication;
- ix. Any other relevant material the candidate believes would be helpful to the committee in understanding their history of scholarship.

21.7.3. **Criterion 3: Service**

- (a) To demonstrate performance in service, the candidate must supply an explanatory cover letter and may supply other supporting documentation including:
 - i. Evidence of active participation in the life of Renison University College and/or the University of Waterloo, professionally related service in the community, and/or professional and/or scholarly organizations;
 - ii. Letters from colleagues, committee chairs, and/or supervisors;

- iii. Annual and/or ad hoc reports;
- iv. News reports; and
- v. Any other relevant material the candidate believes will be helpful to the committee in understanding their history of service.

21.8. TPC and VPAD-TPC Solicited Sources of Information

- (a) In reviewing the Member's application, the TPC/VPAD-TPC shall solicit additional information. The additional information the TPC/VPAD-TPC shall solicit is limited to the following:
 - i. Written input from the Department Chair of the corresponding University of Waterloo department, if such a department exists;
 - ii. A written evaluation of the candidate's teaching, service, and where possible, scholarship by their Departmental Chair;
 - iii. Responses from the external assessors sought by the TPC/VPAD-TPC;
 - iv. Feedback from students, gathered by members of the TPC/VPAD-TPC through interviews. Eligible students are those previously enrolled in a Member's course. The TPC shall randomly and confidentially select three (3) to five (5) students who received a mark of seventy-five percent (75%) or greater in one or more of the Member's classes to interview.
- (b) The TPC and VPAD-TPC shall be entitled to do any and all necessary research or examination to ensure the academic integrity of the dossier.

21.9. Renewal Process - Probationary Tenure Track Appointment

21.9.1. Annual Meeting With Chair

- (a) In keeping with the Annual Review process, the Department Chair shall meet the Member at least once per academic year in order to review the Member's progress in meeting the departmental and University standards for tenure as established by the Renison University College Academic

Council (AC). Subsequent to each meeting the Chair shall meet with the VPAD to discuss each Member with probationary status. The VPAD will then prepare a letter outlining the Chair's assessment and assessing the Member's performance. The letter shall be sent to the Member, no later than June 1 of the first and second years of the first probationary appointment and in each year of a second probationary appointment, until the Member applies for tenure.

- (b) The Member may submit a written response to the letter to the VPAD on or before June 30 of the same year. The written assessment and the written response from the Member shall be included as evidence in the renewal, tenure and/or promotion process.

21.9.2. **Application for Renewal**

- (a) The Member's application for the renewal of a first probationary appointment must be made no later than September 1 of the final year of the first probationary term. The letter of application must be addressed to the VPAD and shall include an Application for Renewal demonstrating acceptable performance in progressing towards meeting the standards for tenure and promotion.
- (b) The Application for Renewal shall outline accomplishments, as well as provide an indication of promise, in three (3) criteria: teaching, service, and research. The Member must supply a written self-assessment indicating their performance in each of these criteria and all past Annual Reviews and may supply other supporting documentation (per Article 21.7 above). The Member must also supply a current *curriculum vitae*.

21.9.3. **TPC Solicited Sources of Information**

- (a) The relevant Department Chair shall provide written input to the Chair of the TPC assessing the Member's application for renewal, taking into account the Member's teaching, scholarship, and service since beginning the Member's first probationary contract and/or prior professional experience at Renison University College.

21.9.4. **Tenure and Promotion Committee (TPC)**

- (a) The TPC shall review the Application for Renewal, along with the input from the Department Chair. The Chair of the TPC shall, on or before

November 15 of the applicable fall term, communicate its written recommendation to the VPAD regarding renewal of the appointment. The Chair of the TPC shall also send a copy of the recommendation to the Member and the relevant Department Chair.

- (b) The VPAD shall decide whether to accept the TPC's recommendation, and communicate the VPAD's decision to the President within two (2) weeks of receipt of the recommendation and no later than December 1 of the third year of the Member's probationary appointment. The VPAD shall not exercise the VPAD's decision-making power in a bad faith or arbitrary manner.
- (c) The President shall decide whether to accept the VPAD's recommendation, and shall inform the Member of the President's decision no later than December 15 of the third year of the Member's probationary appointment. The President shall not exercise the President's decision-making power in a bad faith or arbitrary manner.

21.10. Process for Reconsideration and Appeals

21.10.1. Guidelines

- (a) A request for appeal or reconsideration must be made within fifteen (15) working days following the decision of relevant recommendation by the applicable committee (TPC or VPAD-TPC).
- (b) Requests for appeal or reconsideration must be made in writing, and must include a written statement and evidence supporting the reasons for reconsideration or grounds for appeal.

21.10.2. Request for Reconsideration by the TPC or VPAD-TPC

- (a) All members of the TPC or VPAD-TPC making the initial decision must be present, in dealing with a request for reconsideration.
- (b) If the TPC or VPAD-TPC alters their previous decision, the recommendation will proceed in the normal fashion.

- (c) If the TPC or VPAD-TPC upholds its original decision, the candidate shall be notified in writing of the outcome, with reasons.
- (d) There are no further levels of reconsideration by the TPC or VPAD-TPC.

21.10.3. Appeals to the President

- (a) The candidate may appeal to the President if they believe that the TPC or VPAD-TPC failed to follow the procedures outlined in this Agreement.
- (b) The President shall make a decision on the appeal within fifteen (15) working days of the request for appeal.
- (c) If the President upholds the candidate's appeal, the appropriate committee will take whatever steps are necessary and appropriate to fairly address the identified inadequacy and allow the case to proceed in the normal fashion.
- (d) If the President does not uphold the candidate's appeal, the candidate shall be notified in writing of the outcome, with reasons.
- (e) The President's decision shall be final except that an alleged failure of the Employer to comply with the above procedures of this Agreement. In such a case, an arbitrator does not normally have the authority to grant tenure or promotion as a remedy.

22. NON-DISCIPLINARY TERMINATION OF APPOINTMENTS

22.1. Termination of a Member’s employment by the Employer in accordance with this Article shall not be considered a disciplinary measure in accordance with **Article 12 – DISCIPLINE**.

22.2. Definite Term Appointments

22.3. Definite Term Appointments shall terminate at the date specified within the employment contract.

22.4. Probationary Appointments

22.4.1. Where the President implements the recommendation of the Renewal, Tenure and Promotions Committee not to renew or continue a Probationary appointment, the Member’s employment shall terminate upon being provided with the greater of six (6) months notice, or pay in lieu thereof, or that required under the *Employment Standards Act, 2000*.

22.4.2. Where a Member is denied tenure or continuing lecturer status, the Member’s employment shall terminate at the end of the Member’s probationary appointment. The Member may challenge the denial of tenure or continuing lecture status in accordance with **Article 21 – RENEWALS, TENURE, AND PROMOTION PROCEDURES**.

22.5. All Appointments

22.5.1. The Employer may terminate a Member’s employment for reasons of Program Redundancy or Financial Exigency in accordance with Articles **44 – PROGRAM REDUNDANCY** and **45 – FINANCIAL EXIGENCY** of this Agreement.

23. PRIVACY

- 23.1. The parties agree that Members have a reasonable expectation of privacy in their personal and professional communications and files, whether on paper or in an electronic form.

24. SABBATICALS

- 24.1. Sabbatical leave is intended to assist Members in scholarly and pedagogical pursuits beneficial to the individual and to the University: advanced study, research, scholarly writing, and the widening of professional contacts.
- 24.2. Sabbatical leave may be granted to those Members who at the time of their application hold a tenured or tenure-track appointment. Sabbatical credits shall not accrue while a member is absent on a paid or unpaid leave, other than as set out in 24.4. Sabbatical leave shall not be taken while a Member is absent on a leave of absence. If an approved leave begins during a sabbatical leave, the missed portion of the sabbatical, if practicable, will be rescheduled within the next three years in consultation with the Department Chair and VPAD. The rescheduled portion of sabbatical, in such cases, shall be scheduled so that the overall sabbatical includes the same number of regularly scheduled teaching terms as defined in 24.5.1 or 24.6.1.
- 24.3. Sabbatical leaves may be granted for a consecutive period of either six (6) months ("Half-Year Sabbatical Leave") or twelve (12) months ("Full-Year Sabbatical Leave") during which period the Employer shall maintain the Member's benefits at their normal level.

24.4. Calculating Sabbatical Leave

- 24.4.1. A Member will receive one (1) sabbatical credit for each full year of active service at the University as defined in **Article 16 – WORKLOAD OF MEMBERS**, including periods of leave required under the *Employment Standards Act, 2000* as may be amended and sick leave up to the maximum entitlement, which will be in accordance with applicable UW policy.

24.5. Full-Year Sabbatical Leave

- 24.5.1. A Full-Year Sabbatical shall mean leave from normal teaching and service duties at the University for the two (2) teaching terms normally required in a twelve (12) month period plus one (1) non-teaching term. The Employer will continue salary payments to the Member, subject to the terms outlined below.
- 24.5.2. A Member can apply for a Full-Year Sabbatical Leave with the accumulation of a minimum of six (6) sabbatical leave credits. With six (6) sabbatical leave credits, a Member may apply for a full-year leave at eighty-five percent (85%) salary, which consumes six (6) sabbatical credits.

24.5.3. **Deferred Applications and Sabbatical Credit**

- (a) If a Member is eligible to apply for regular sabbatical leave and such leave is deferred by the Member in consultation with the Department Chair, the additional time served, up to a maximum of three years, may be applied toward eligibility for a succeeding sabbatical leave or may be used to enhance the eighty-five percent (85%) salary of a regular full-year sabbatical leave at the rate of one twelfth (1/12) of the normal salary for each extra sabbatical credit.
- (b) Total salary from the Employer during sabbatical leave may not exceed one hundred percent (100%) of the normal salary for the period.
- (c) If deferral is at the request of the Employer, the three-year limit on additional service credit does not apply.

24.6. **Half-Year Sabbatical Leave**

- 24.6.1. A Half-Year Sabbatical shall mean leave from normal teaching and service duties at the University for one (1) term of the two (2) teaching terms normally required in a twelve (12) month period plus one-half of a non-teaching term. The Employer will continue salary payments to the Member, subject to the terms outlined below.
- 24.6.2. A Member may apply for a Half-Year Sabbatical leave with the accumulation of at least three (3) sabbatical credits. With three (3) sabbatical leave credits, a Member may request a half-year sabbatical at eighty-five percent (85%) salary, which consumes three (3) sabbatical credits. With six (6) sabbatical credits, a Member may apply for a Half-Year Sabbatical Leave at one hundred percent (100%) salary.
- 24.6.3. Half-Year Sabbaticals taken in consecutive years shall normally not result in more than five (5) cumulative course releases.

24.7. **Early Sabbatical Leave**

- 24.7.1. Members on a first probationary appointment (i.e., tenure track) may apply for a special half-year early sabbatical at one hundred percent (100%) salary rather

than at eighty-five percent (85%) of salary; this sabbatical is normally completed in the fourth year of a probationary appointment.

24.8. Unused Sabbatical Credits

24.8.1. Unused sabbatical credits shall continue to accumulate throughout a Member's career at Renison University College; however, other than in relation to deferred sabbatical [Article 24.5.3 above] and sabbatical credits for administrative service [Article 24.11 below], they shall not be translated into salary equivalents.

24.9. Outside Remuneration During Sabbatical Leave

24.9.1. Faculty on sabbatical are expected to be fully engaged in scholarly activity. A Member may accept a fellowship, honorary visiting professorship, part-time teaching appointment, or the like, provided that the duties associated with such a fellowship, appointment or employment will not jeopardize the scholarly activities for which the sabbatical leave was granted. A Member shall report to the VPAD the award of any fellowship and the acceptance of any appointment or employment for which remuneration is contracted.

24.10. Sabbatical Credits for Reduced Load Appointments

24.10.1. Sabbatical credits for a Member on a Reduced Load shall be pro-rated in accordance with **ARTICLE 16 – WORKLOAD OF MEMBERS**.

24.11. Sabbatical Credits for Extended Administrative Service

24.11.1. A Member who has served as a Chair will accrue administrative credit in addition to the normal sabbatical credit. Administrative credits do not count toward eligibility for sabbatical, but may be used for sabbatical salary enhancement at the rate of one-twelfth (1/12) of the normal salary for each year of administrative service. Total income from the Employer may not exceed the individual's normal annual salary. Unused administrative credit may be used for salary enhancement toward a subsequent sabbatical but is otherwise forfeited.

24.12. Sabbatical Leave in Exceptional Circumstances

24.12.1. A Member who receives a national or international fellowship or other exceptional academic opportunities may submit a special sabbatical application to facilitate research prior to the Member having accrued sufficient sabbatical credits. The Employer may grant such a special sabbatical application with the agreement of the Joint Committee. A Member shall be eligible for a subsequent sabbatical only after accruing the normal sabbatical credits plus the balance of sabbatical credits remaining prior to taking a sabbatical leave in exceptional circumstances.

24.13. Procedures

24.13.1. Application for Sabbatical

24.13.1.1. A member shall apply for a sabbatical leave in writing to their Department Chair or, in the case of the Chair to the VPAD, no later than six (6) months prior to the proposed commencement of the leave. Applications for sabbatical shall include:

- (a) A Sabbatical Leave Form
- (b) The Member's current *curriculum vitae*;
- (c) The professional reason(s) for the application;
- (d) The proposed research agenda with expected outcomes;
- (e) Ways in which the sabbatical agenda could benefit scholarship and/or teaching at the University College;
- (f) The status of any scholarly projects undertaken in the previous sabbatical leave (where applicable);
- (g) Any relevant external funding applications; and
- (h) The percentage-of-salary level expected during the leave as well as the number of sabbatical credits to be consumed.

- 24.13.2. Within two (2) weeks of receipt of the Member's application, the Department Chair shall forward the application to the VPAD-TPC with a letter evaluating the application's merits including its impact on the programming needs of the Department.
- 24.13.3. The VPAD-TPC shall complete the review of all applications and through the VPAD will recommend to the President that the Employer approve, defer, or deny the application based on its academic merits and other operational reasons, normally within forty-five (45) days of the receipt of the Member's application. The VPAD-TPC shall inform the President in writing of the reasons for its recommendation. The President shall make their decision and notify the Member in writing of their decision, with reasons if the decision is to defer or deny, with a copy to the Association.
- 24.13.4. Should the Member wish to appeal the decision of the President, the Member shall, within fifteen (15) working days following the receipt of the negative decision, request a meeting with the President, whereupon the Member shall present their reasons for a sabbatical approval based on the academic merits of the application. The Member shall have the right to be accompanied by a Member of their choice. In such cases, the President shall render a final decision to approve, defer, or deny the sabbatical. Should the President believe that sabbatical leave shall be deferred or denied they shall communicate their decision and the rationale for their decision to the Member in writing, with a copy to the Association, normally within fifteen (15) working days of the meeting with the Member.
- 24.13.5. The President shall bring forward their recommendation for approval to the Board of Governors at its next scheduled meeting.
- 24.13.6. The President shall communicate the Employer's decision on a sabbatical application, and the reasons for such a decision, within one (1) week of the Board meeting, in writing to the Member. The President shall send a copy of their letter to the Association. The President shall notify Academic Council about sabbaticals granted by the employer.

24.14. Return from Sabbatical

- 24.14.1. A Member granted a sabbatical leave is expected to return to normal pre-sabbatical duties for at least the period equivalent to the length of the sabbatical. In exceptional cases the Member may submit a request in writing to the VPAD

to waive this requirement. The decision regarding the request is solely at the discretion of the Employer.

- 24.14.2. Within four (4) months of the leave's end, the Member shall submit a written report outlining outcomes achieved and progress on the proposed research agenda.

25. PREGNANCY, PARENTAL, AND ADOPTION LEAVES

25.1. General

- 25.1.1. Members are entitled to pregnancy, parental and adoption leave in accordance with the *Employment Standards Act, 2000*, as may be amended.
- 25.1.2. Members who anticipate applying for leave under this article should discuss plans with their Department Chair at least three (3) months prior to the expected date of birth or as soon as possible in case of adoption and should contact Human Resources for information and forms.

25.2. RUC Supplementary Benefits for Pregnancy, Parental and Adoption Leave

- 25.2.1. In addition to statutory benefits provided under the *Employment Insurance Act* with respect to pregnancy, parental and adoption leave, Renison University College (RUC) provides supplementary benefits to eligible Members so that a Member's salary, together with Employment Insurance (EI), amounts to ninety-five percent (95%) of the Member's salary earned immediately before the leave, up to a maximum of seventeen (17) weeks of parental leave. In addition, eligible birth mothers will receive six (6) weeks at one hundred percent (100%) of the Member's salary earned immediately before the leave.
- 25.2.2. To be eligible, a Member must:
 - (a) Be a regular full- or part-time RUC employee for at least six months before the expected birth or adoption date, with an expected appointment duration of two (2) years or more. In case of definite term appointments, the appointment duration must extend at least six (6) months after the return to work from pregnancy, parental and adoption leave.
 - (b) Declare in writing to the Employer's Director of Human Resources and Infrastructure (through the applicable form, as may be amended) the intention to return to work for at least six (6) months. The form should be submitted at least three months prior to the expected date of birth or as soon as possible in the case of adoption.
 - (c) Apply and qualify for EI maternity or parental leave benefits, as applicable.
- 25.2.3. A Member on pregnancy, parental and adoption leave may return to work earlier than planned provided at least four (4) weeks' written notice is given. A

Member who wishes to return to work earlier than six (6) weeks after giving birth must have the written approval of the Members' physician.

- 25.2.4. Members who do not return after their leave or voluntarily leave RUC during the six-month period following the leave will be required to repay the supplementary payments. Birth mothers who voluntarily leave RUC during the six-month period following the leave retain the first six (6) weeks of supplementary payments as "birth leave", but will be required to repay the remaining seventeen (17) weeks of supplementary payments to RUC. Members who do not intend to return to work after the birth should contact Human Resources regarding their statutory benefits.
- 25.2.5. RUC supplementary payments are made only when EI benefits are payable. It is the Member's responsibility to apply for EI benefits. Because a Member must provide EI Benefit Statement as proof, RUC supplementary payments may have to be retroactive.
- 25.2.6. If both parents work at RUC, they may share the maximum seventeen (17) supplementary payment top-up for parental or adoption leave, provided both parents are claiming EI benefits, but the total shall not exceed seventeen (17) weeks for both parents combined.
- 25.2.7. Should the Member in receipt of EI benefits elect to take an extended parental leave, where a lower EI benefit rate is spread over a longer period of time as may be permitted by the *Employment Insurance Act*, the amount that the Employer shall pay the Member in supplementary benefits shall not exceed the total amount the Employer would have paid had the Member elected to take the higher EI benefit rate over a shorter (12-month) period of time. In no event will the supplementary payment from RUC exceed the difference between ninety-five percent (95%) of the Member's regular weekly earnings prior to the commencement of pregnancy or parental leave, as applicable, and the amount of the Member's EI benefit calculated on a 12-month leave, without regard to any election by the Member to receive a lower EI benefit amount spread over a longer period of time as may be permitted by the *Employment Insurance Act*.
- 25.2.8. Any earnings from RUC during a leave will reduce the RUC supplementary benefit accordingly.

25.3. Tenure Consideration, Sabbaticals, and Teaching Duties

- 25.3.1. Pregnancy, parental and adoption leaves reduce the time available to prepare for tenure consideration. Therefore, the probationary period and the time to tenure decision will be extended by one year on request to the VPAD. The maximum extension is one year for each such leave during the probationary period.
- 25.3.2. Sabbatical leave credit, including credit for teaching terms, will be earned during each pregnancy, parental and adoption leave. If such a leave begins during a sabbatical leave, the missed portion of the sabbatical will be rescheduled within the next three (3) years in consultation with the Department Chair and VPAD. It will not overlap with a regularly scheduled non-teaching term.
- 25.3.3. A Member returning from pregnancy, parental and adoption leave should be required to teach no more than two (2) of the ensuing three (3) terms. Teaching duties will be reduced in proportion to the length of each pregnancy, adoption or parental leave. For instance, a six-month leave would imply a reduction in teaching duties equivalent to fifty percent (50%) of the Member's annual teaching load. The action sequence of teaching and research terms will depend on individual circumstances, and will be determined in consultation with the Chair and VPAD. During these discussions, the overall impact of the leave and reduced teaching load on total research time and sabbatical duty cycles should be addressed.

25.4. Salary and Vacation Entitlement

- 25.4.1. Members' salaries normally will not be affected by the length of pregnancy, adoption or parental leave. The Annual Review process [**Article 17**] will be the basis for these considerations. Over the 12-month rating period, where there are fewer than eight months on-the-job performance to assess, the salary increase of a Member will normally be based on the average of the Member's Annual Review ratings in the three (3) previous years (or the number of years available when fewer than three, with a 'satisfactory' rating applied as necessary for new Members).
- 25.4.2. Members will continue to accrue vacation credits while on leave, provided they comply with the vacation policy, which currently requires a return to work of at least one month after the leave. Where possible, outstanding vacation credits should be taken prior to the beginning of the leave.

25.5. Pension and Benefits Participation

- 25.5.1. While receiving RUC supplementary payment for pregnancy, parental and adoption leave, Members must continue their insured benefits and pension on the same basis as immediately preceding the pregnancy or adoption.
- 25.5.2. However, as is the case with unpaid leave, if the leave continues when RUC supplementary payment ends, insured benefits must continue (unless equivalent coverage is demonstrated) subject to the terms of the UW Benefits Plan, while pension plan participation is optional. Members who choose not to contribute to the Pension Plan during this portion of their leave will not accrue full pension plan service credits, thereby reducing pension accrual.
- 25.5.3. Payment of Member pension and benefit contributions during a period when not receiving supplementary payments must be arranged with Human Resources. Absence from work during pregnancy caused by verifiable medical problems is considered sick leave.

25.6. Additional Leave Arrangements

- 25.6.1. Alternative leave arrangements (e.g., when a Member wishes to continue working in order to complete a project) must be in the best interest of both the Member and Renison and must be approved by the VPAD and President. Members considering alternative arrangements should consult Human Resources regarding EI benefits eligibility.
- 25.6.2. Members may use vacation credits or unpaid leave in order to be present at the birth and/or arrival home of the child.
- 25.6.3. A Member who is a parent who is not taking a pregnancy leave, has a choice of receiving ten (10) paid days paid at one hundred percent (100%) of salary around the time of the birth or sharing a portion of the EI parental leave. If the latter is chosen, RUC will provide the Member with RUC supplementary top up benefits to ninety-five percent (95%) salary for up to seventeen (17) weeks integrated with EI, provided that the Member otherwise qualifies for RUC supplementary benefits. If the Member chooses the ten (10) paid days, such leaves must be discussed with the Member's Chair normally at least three (3) months before the expected date of arrival of the child.

26. LEAVES WITHOUT PAY

- 26.1. Requests from Members for an unpaid leave of absence of a fixed duration not exceeding twelve (12) months will be considered on an individual basis, upon consultation with their Chair. Such leaves require the approval of the VPAD. Normally, such leaves are not granted during probationary appointments.
- 26.2. When leave without pay is granted, salary will be withheld at the rate of six (6) months without pay for each of the two normally-required four-month regular teaching terms in any one year.
- 26.3. In exceptional cases, a leave without pay may be renewed, on application, for a second year.
- 26.4. For Members who are off on an unpaid leave of absence of more than thirty (30) calendar days duration, such Members shall accrue vacation time but not vacation pay, in accordance with the *Employment Standards Act, 2000*.
- 26.5. Members should confirm pension and benefits implications prior to applying for a leave. If the applicable benefits or pension plan permits or requires Member participation during the leave, then any cost to the Employer of benefits or pension continuation during such a leave, shall be borne solely by the Member during the leave.

27. SPECIAL LEAVES

- 27.1. At the discretion of the President, with the approval of the Board of Governors, special leave, with individual arrangements regarding both duration and salary, may be granted.

28. INTERRUPTIONS IN PROBATIONARY APPOINTMENTS DUE TO LEAVES

- 28.1. A Member whose probationary appointment is interrupted by an approved leave of absence in excess of four (4) months shall have such appointment extended by the duration of the leave of absence up to a period of time no longer than the original probationary appointment.

29. POLITICAL LEAVE

- 29.1. Members holding continuing appointments may apply for political leave without pay to seek election or upon election to federal, provincial, municipal or regional levels of government. Political leave is a Special Leave in accordance with **Article 27 – SPECIAL LEAVES**.
- 29.2. While on an approved leave for these purposes, a Member shall retain all normal rights of those on leave, including pension and benefit entitlements, subject to the terms of the applicable UW plan(s). As a condition of approval for a leave without pay, post-dated cheques, to cover the portion of premiums normally paid by the Member, must be with Human Resources prior to the beginning of the leave.
- 29.3. Normally, candidates elected to municipal office other than Mayor will not require a leave of absence; the performance of duties can be considered a form of community service and can often be combined with regular University College duties.
- 29.4. Years on political leave shall not count towards sabbatical credits or towards eligibility for tenure or promotion.
- 29.5. Recipients of political leave shall not lose years previously accrued towards sabbatical credits.
- 29.6. Political leaves shall not exceed six (6) years.
- 29.7. **Procedures for Political Leaves**
 - (a) A Member in a continuing appointment who intends to become a candidate for any public elective office shall notify their Chair of their desire to take a leave at the earliest feasible date and at a minimum, no later than when they submit their name as a candidate.
 - (b) The Chair and the Member shall meet as soon as possible to clarify time-lines and workload implications of the leave. The results of this meeting shall be confirmed in a joint memorandum.
 - (c) Within seven (7) calendar days of this meeting, the Chair shall send the joint memorandum to the VPAD, whose primary role is to ensure that the arrangements made are fair to all concerned.
- 29.8. At the completion of the leave, the Member shall be able to return to the University College at the same rank or position and at the same salary plus any scale or range adjustments that may have been granted to academic staff during the leave.

Members on probationary contracts may return at the expiration of the leave to complete the probationary term held when elected.

30. JURY AND WITNESS DUTY LEAVE

30.1. If a Member is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, the Member shall not suffer loss of salary because of such attendance provided that the Member provides to the Employer:

(a) Notification immediately upon receiving notification that they will be required to attend at a court;

(b) Proof of service requiring the Member's attendance;

(c) The full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

31. BEREAVEMENT LEAVE

31.1. Members are eligible for time off without loss of pay for bereavement as follows:

- (a) Immediate Family of the Member (spouse, partner, parent, child, sibling) – four (4) days.
- (b) Extended Family of the Member (grandparent, aunt, uncle, cousin, in-laws) – two (2) days.

31.2. In cases indicating special personal needs, a Member may be granted an extended bereavement leave, with pay, at the discretion of the Chair and with the approval of the VPAD.

32. VACATION

- 32.1. The annual vacation entitlement for Members with an appointment duration of one (1) year or more shall be twenty (20) working days during each of the first ten (10) years of employment. The annual entitlement shall increase to twenty-five (25) working days in the earlier of the eleventh year of employment or the fifth year prior to the Member's normal retirement date.
- 32.2. Vacation shall be scheduled at times which do not conflict with Member's teaching responsibilities and shall be mutually agreed upon by the Member and their Department Chair, or, in the case of the Department Chair or Librarian Member, the VPAD.
- 32.3. Vacation entitlement shall be exhausted during the year in which it is earned, normally July 1 to June 30. In exceptional circumstances, with the prior written permission of the Employer, vacation entitlement may be carried forward for a maximum of one (1) year. All vacation entitlement shall be exhausted prior to termination or retirement.

33. FACULTY COMPENSATION

- 33.1. It is agreed that the desired goal for faculty salaries, is that Members will be paid at levels related to those of faculty members of similar rank and experience at the University of Waterloo in the Faculty of Arts.
- 33.2. The salary structure for Members shall consist of a salary floor and two thresholds for each of the four ranks and for Librarian, together with an annual Progression Through the Ranks (PTR) increase. Any new hire will be placed at no less than the salary floor applicable to their rank. It is understood that for this Collective Agreement, any current Member who is lower than the salary floor for their rank shall have their nominal salary increased to the applicable floor for their rank, effective January 1, 2021.
- 33.3. As of May 1, 2020, the salary floors and thresholds shall be as stated below:

	Floor	Threshold 1	Threshold 2
Lecturer	\$64,883	\$154,735	\$192,946
Assistant Professor	\$83,626	\$183,418	\$221,630
Associate Professor	\$105,252	\$183,418	\$221,630
Professor	\$134,090	\$183,418	\$221,630

- (a) Lecturer shall be referenced to the Lecturer rank. Effective January 1, 2021, all Lecturers will be required to perform service in addition to teaching.
- (b) Librarian Member salary references shall be seventy-five (75%) percent of the floor and thresholds applicable to the Associate Professor rank.
- (c) Tenure-track Members hired as ABD, pursuant to Article 19.2.3 (b) above, shall be compensated at a Lecturer salary until their doctorate is achieved. Beginning in the month immediately following successful defence of the doctoral dissertation, such Members will be compensated according to Assistant Professor rates defined in this article.
- (d) Any Member who is promoted, shall be placed at the salary floor for their new rank effective as of the date of their promotion, unless they are already at or above that floor.

33.4. Scale Increase

33.4.1. Effective May 1 of each year, the annual scale change negotiated between the Association and the Employer shall be applied to the salary floors, thresholds, and Progression Through the Ranks increase (PTR). Otherwise, changes in these amounts shall require the mutual agreement of the Association and the Employer.

33.4.2. Prior to the application of the Progression Through the Ranks set out in 33.5, Member salaries shall be subject to a Scale Adjustment of one percent (1%) each year for the duration of the agreement.

(a) The exception is that Members will receive zero percent (0%) scale adjustment for 2020-21.

33.5. Progression Through the Ranks (PTR)

33.5.1. Members shall be eligible for an annual Progression Through the Ranks (PTR) increase, subject to satisfactory performance in the areas of teaching, research and service as applicable to their appointment, as defined in **Article 17 – ANNUAL ACTIVITY REPORT AND REVIEW PROCESS**.

33.5.2. Tenured and Tenure Track Members not achieving a satisfactory in their annual performance appraisal in any of the three categories shall have the amount of the PTR reduced by one third (1/3) for each of the areas in which they are deemed unsatisfactory.

33.5.3. Lecturer Members not achieving a satisfactory in their annual performance appraisal in either of the two categories shall have the amount of the PTR reduced by one half (1/2) for each of the areas in which they are deemed unsatisfactory.

33.5.4. PTR amounts

(a) Effective May 1, 2020, the Progression Through the Ranks amount shall be \$4006.

(b) Effective May 1, 2021, the Progression Through the Ranks amount shall be \$4046 (inclusive of the 1% increase).

(c) Effective May 1, 2022, the Progression Through the Ranks amount shall be \$4087 (inclusive of the 1% increase).

33.5.5. The applicable PTR shall be added to the Member's base salary, except as follows:

(a) Members with a salary at or above T1 shall receive fifty percent (50%) of the annual PTR as an adjustment to base salary.

(b) Members with a salary at or above the T2 shall only receive salary increases through promotion and scale adjustment to base salary

(c) The Librarian's Member's T1 and T2 are set at seventy-five percent (75%) of the Associate Professor Threshold.

(d) Members on a fractional load (less than full-time load and salary) will have their PTR pro-rated in accordance with the fractional load.

33.6. A new Member's PTR shall be pro-rated based on their date of hire into the Bargaining Unit.

33.7. The Employer shall provide each Member annually, on or before June 30, a letter confirming the Member's salary, Professional Expenses Reimbursement limit, and accumulated sabbatical credit(s) for that fiscal year.

33.8. In addition to salary and PTR described in this article, Chairs of Departments shall receive a stipend of \$8,000 per annum. The Employer shall pay stipends on the same monthly schedule as other forms of compensation.

34. FACULTY PROFESSIONAL EXPENSE REIMBURSEMENT PLAN

- 34.1. All Members except for those in Definite Term Lecturer appointments are entitled to an annual professional expenses allowance as part of the collective agreement. The 2020-21 the amount is \$1,902. This amount shall go up one percent (1%) per year during the course of the current agreement.

- 34.2. With regard to general rules, principles, and procedures, including the timeline for filing FPER claims and eligible expenses, Renison will follow the University of Waterloo Faculty Professional Expense Reimbursement Plan.

35. PENSION PLAN AND SHARED BENEFIT PROGRAMS

- 35.1. The University of Waterloo has a common pension plan and a number of common group benefit programs for eligible employees ([see the University of Waterloo – Faculty Association at the University of Waterloo Memorandum of Agreement, Pension and Benefits, Article 11](#)), as amended from time to time.
- 35.2. The Employer shall remit premiums and/or matching contributions to the University of Waterloo (other than the Employee and Family Assistance Program, which premiums are paid to the provider) in order to maintain health, welfare and pension benefits through the University of Waterloo Employee Benefit Plan for eligible Members, as amended from time to time.
- 35.3. Eligibility requirements and cost sharing between the Employer and Members of such premiums and/or matching contributions for eligible Members shall be in accordance with the terms and conditions of the applicable plan(s) and as determined from time to time by the Board of Governors of the University of Waterloo.
- 35.4. The Employer's sole obligation under this Agreement with respect to pension and benefits, subject to Article 35.6 below, is to remit premiums and/or matching contributions in accordance with this Article.
- 35.5. The Employer agrees to make inquiries on behalf of any Member, with the Member's consent, contesting an unreasonable denial of benefits.
- 35.6. Should the UW Benefits Plan cease to support Members, the Employer agrees that a new Benefits provider and plan will be identified following consultation with the Association.

36. TUITION BENEFITS

- 36.1. Members are eligible for the Tuition Benefit as set out in [Policy 24 at the University of Waterloo](#), as may be amended from time to time.

37. RESEARCH GRANTS

37.1. Renison University College is committed to supporting the work of its academic staff in the area of research. Renison understands that research is a vital element of the work which we undertake here at the College. External grant applications and funding are coordinated through the Office of Research and Research Finance at the University of Waterloo. Research supports include, but are not limited to, the provisions outlined below.

37.2. Renison Research Grants

37.2.1. The Renison Faculty Research Grant exists to support research output among full-time tenure-track/tenured professors at Renison University College. The Employer shall make available an annual budget of at least \$10,000 for the Renison Research Grants, to be distributed twice per year (\$5,000 in October and \$5,000 in March) through the Research Committee, in accordance with terms set by Academic Council.

37.2.2. The Research Committee shall receive, adjudicate proposals, and award Renison Research Grants. The Research Committee is a standing committee of Academic Council, which may from time to time modify its terms of reference.

37.3. Requests for Cash/In-kind Contributions for the Promotion of Scholarship

37.3.1. Members seeking matching funds and/or cash and in-kind contributions for the promotion of scholarship shall contact the VPAD with their request. Contributions are intended to support external grant applications, which require institutional partnership. Contributions may, in exceptional circumstances, be considered for other scholarly activities of particular significance (e.g., conferences, performances, equipment, etc.)

37.3.2. Depending on the nature or the external grant, cash contributions should not normally exceed \$5000. Further cash funding should be sought by the Member from the University of Waterloo Office of Research in an amount that should match or surpass the amount provided by the Renison research fund.

37.4. CRA Research and Taxation Guidelines

- 37.4.1. Renison University College will consider any requests from those Members who wish to receive research grants in lieu of regular salary by following the guidelines set out by the University of Waterloo.
- 37.4.2. The Member is responsible for making a proposal for research grants in lieu of regular salary that conforms to CRA conditions for eligibility. Any such proposal requires the approval of the Department Chair and the President. The proposal, signed by both the Member and the Department Chair, shall be submitted to the VPAD, who shall forward the proposal to the President for approval. With the President's approval, Human Resources shall forward the proposal to the appropriate office on main campus for implementation.
- 37.4.3. The parties agree that while the Employer may approve the research grant in lieu of regular salary,
 - (a) the question of the deductibility of expenses for income tax purposes is the Member's responsibility and must be in accordance with CRA regulations and such deductions should be claimed when the Member files their personal income tax return; and
 - (b) any questions with respect to the eligibility of expense deductions must be resolved between the Member and CRA.
- 37.4.4. The parties agree that the Member solely is responsible for any additional income tax, penalties or costs that may become payable as a result of the application of this Article, and that the Employer has no responsibility for assisting the Member in making presentations of the Member's case to CRA.

38. LEGAL LIABILITY AND TRAVEL COVERAGE FOR ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

- 38.1. The Employer shall maintain liability insurance applicable to civil claims against Members acting within the scope of their employment.
- 38.2. The Employer shall maintain a travel accident insurance coverage policy for Members travelling on business of the University, with a minimum principal sum of \$100,000.
- 38.3. Upon request, the Employer shall provide the Association President with a copy of the insurance policies under this Article.
- 38.4. Coverage is subject to the terms and conditions set out in the applicable policy. All decisions regarding Members entitlements under the applicable policy are solely that of the insurer and as such are not grievable. The Employer shall seek Association input prior to making changes, and shall notify the Association of any change at least one month prior to their implementation.

39. CHAIRS AND DIRECTORS

39.1. Department Chairs and School Directors shall hold Ongoing-Academic Appointments (which term includes only Tenure-Track, Tenured, or Continuing Lecturer appointments), and shall normally be tenured Associate or Full Professors. Throughout this Article, the word "Department" shall include school and "Chair" shall include director.

39.2. Procedure for Appointing Chairs or Directors

- (a) The VPAD shall make an open call for Department Chair nominations from within the relevant Department. The VPAD shall convene and chair a committee of three (3) members of the Department to review all nominees. The VPAD shall only be a voting member in the event of a tie. All nominees deemed eligible by majority vote of the committee shall be part of an election process. The VPAD shall conduct a secret ballot vote of all Members of the Department to elect the candidate to be Chair. Individual Departments may choose to include ongoing administrative staff in the election of Department Chair. The committee shall recommend the candidate with the most votes for approval by the VPAD. If uncontested, a lone candidate shall only be recommended for approval by the VPAD with an affirmative, majority vote of the Department.
 - (b) Where the process described in (a) fails to produce a candidate, the VPAD shall appoint a Member to serve as Acting Chair for a one (1) year term, although any Member may refuse to serve as Chair.
 - (c) If no permanent academic staff member is willing to serve as Chair, or where no Member receives sufficient support to be elected, the Department may ask the VPAD to conduct an external, open search for a Chair in keeping with **Article 18 – SEARCH PROCEDURE FOR ACADEMIC APPOINTMENTS** and subject to financial ability. Such decision is at the Employer's sole discretion.
- 39.3. Except when appointed to a one (1) year term under 39.2(c) above, Chairs shall serve a fixed term of three (3) years, with a possibility for appointment to one (1) further consecutive three (3) year term with a majority secret ballot vote of all Members permanent academic and (in applicable Departments) ongoing administrative staff of that Department, and approval by the VPAD. Re-appointment beyond a second term is unusual and will occur only if there are compelling reasons, as specified by the VPAD, and with a majority vote of the Department.

39.4. Chairs exercise academic leadership for the University College. Department Chairs discharge various responsibilities related to their leadership and coordination of departmental activities, including the following, all of which shall be done in accordance with the institutional mission:

- (a) To represent the Department's interests within the University College;
- (b) To represent the Department's interests within AFIW and the University of Waterloo;
- (c) To represent the Department's interests with applicable professional accreditation bodies, and professional and academic associations;
- (d) To consult with and report back to Department members on the business of the University College, including Academic Council, Dean's Advisory Council, and President's Cabinet;
- (e) To consult with the Department members in preparing an academic plan regarding teaching and research supports, new courses, future hires, curriculum development, and all other departmental and academic matters;
- (f) To ensure, after consultation with the Department members, that proposals requiring approval of the appropriate academic bodies of the University College, AFIW, and the University of Waterloo are brought forward;
- (g) To collaborate with Department members to establish the departmental budget and, to submit such budget to the VPAD, and to manage the approved departmental budget;
- (h) To hold regular Department meetings, at least twice per term in the Fall and Winter. Chairs are responsible for the development of an agenda and ensuring the recording and storage of minutes for each such meeting;
- (i) To meet with each Member within their Department at least once per year or as prescribed by **Article 17 – ANNUAL ACTIVITY REPORT AND REVIEW PROCESS**;
- (j) To present sabbatical requests from Department members to the VPAD, and to forecast potential upcoming sabbatical leave requests;

- (k) To advise students and coordinate student advising on academic matters within their Department and to deal with student concerns;
- (l) To chair search committees within their Department;
- (m) To engage in or ensure hiring and regular orientation, evaluation, and performance management of sessionals and administrative staff hired through the Department;
- (n) To assign courses to instructors in accordance with **Article 16 – WORKLOAD OF MEMBERS**, and to allocate space designated for departmental use by the Employer; and,
- (o) Other duties as may be assigned and/or required that are not in conflict with this Agreement.

- 39.5. Chairs shall receive stipends in accordance with **Article 33 – FACULTY COMPENSATION** .
- 39.6. Chairs shall receive three (3) course releases per academic year. Such course releases shall normally be taken in the academic year in which they are given.
- 39.7. If the Chair is on a leave of absence or otherwise unable to fulfill the duties of Chair for a period equal to three (3) weeks or longer, the VPAD shall consult with the Department and appoint an Acting Chair. The Acting Chair shall receive compensation on a pro-rata basis and the Chair's compensation shall be pro-rated for the absence.
- 39.8. The VPAD shall not normally serve as Chair, nor as Acting Chair.
- 39.9. When a Chair takes an approved leave, their term shall be extended by an equal length of time.
- 39.10. Following resignation or removal from office, the Chair will no longer receive a Chair stipend. In the event of a removal from office, there shall be no adjustment in the Chair's teaching workload for the duration of the academic term but in situations where the Chair resigns any adjustment to the Chair's workload will be reinstated effective the date of the resignation.

39.11. Procedure for Removal of Chair

- 39.11.1. The VPAD will conduct an annual review of the performance of each Chair. The review will include a consultation process, which will include the solicitation of feedback from Members within the Department and, where appropriate, feedback from other Chairs and/or staff who are familiar with the Chair's work. Each Chair will receive a copy of the Chair's annual review by June 1 of the year following the year considered in the review.
- 39.11.2. The VPAD may decide that the Chair's performance as Chair is not satisfactory. Normally, this decision would not be made until after completing the procedures outlined in 39.11.1. Following this, the VPAD may conclude that it is necessary to terminate the Chair appointment before the end of the Chair's term of appointment. In such a case, the following procedures shall be followed and the Member may choose to be accompanied by an Association representative at any or all stages of these procedures.
- (a) Prior to any decision being communicated to the Chair, the VPAD will meet with the Chair to discuss the factors that have led to consideration of removal. The VPAD may allow the Chair to continue with the appointment pending correction of any identified performance issues.
 - (b) After discussion with the Chair and depending on the nature of the identified performance issues, the VPAD may meet with the Department members regarding the issue. If the VPAD continues to believe that the removal from office is necessary, the VPAD shall give the VPAD's reasons in writing to the Chair.
 - (c) The VPAD shall, in consultation with the President, decide whether to terminate the appointment. Within five (5) working days of the decision being made, the VPAD shall advise the Chair in writing, with a copy to the Association, whether the Chair is to continue in office or has been removed from office, specifying the reasons for removal.
- 39.11.3. The faculty members of a Department may make a formal request for reconsideration of the suitability of a Chair to the VPAD. Normally, such a request cannot be made during the first year of the appointment.

- (a) The formal request must be in writing, setting out the particulars of the grounds for reconsideration of the Chair’s appointment and must be signed by at least one-half of the Members within the Department.
 - (b) Upon receipt of a formal request, the VPAD will provide a copy to the Chair and give the Chair an opportunity to respond to it. If the issues(s) are not resolved at this stage, the VPAD must develop a resolution process, which may involve the appointment of a mediator, with the aim of resolving the issue to the mutual satisfaction of the parties involved. Where attempts to resolve the issue are unsuccessful, the VPAD will decide whether or not the Chair’s appointment will be rescinded.
- 39.11.4. At any time in this process, the Chair may submit the Chair’s resignation, in writing, to the VPAD.
- 39.11.5. Unless removal of a Chair is for cause (in which case it will also be dealt with in accordance with **Article 12 – DISCIPLINE**)DISCIPLINE the review and removal of a Chair is non-disciplinary in nature and cannot be used in any way as part of a disciplinary investigation or decision under **Article 12 – DISCIPLINE** and no documentation relating to the removal of the Chair shall be used in any process or procedure including, but not limited to, tenure-stream appointment renewal, tenure, promotion, leave application, or sabbatical.

40. BARGAINING STATUS OF ADMINISTRATORS

40.1. Administrators are eligible for appointment to academic positions provided they meet the standards for academic appointments established pursuant to this Agreement or have been awarded an equivalent position at a previous institution.

40.2.

(a) A Member appointed to a position that is excluded from this Agreement shall, upon cessation of that contract, retain their academic position and enter the Bargaining Unit. Any termination of the Member's academic appointment shall be in accordance with the terms of this Agreement.

(b) The salary and benefits of an administrator entering or re-entering the Bargaining Unit shall be governed solely in accordance with the terms of this Agreement.

(c) The Member's length of service for the purpose of this Agreement shall continue to accrue for the duration of their administrative appointment for all relevant purposes, except Sabbatical.

40.3. When the Employer appoints a Member to an administrative position excluded from the Bargaining Unit, the Employer shall consult with the affected Department, School or Program to determine how the Member's former teaching load will be reorganized or reallocated.

40.4. Administrators hired from outside the university shall be appointed at a rank and tenure status negotiated between the Employer and the candidate at the time of hire. For all administrators, any tenure and/or promotion decisions made subsequent to the time of hire shall be in accordance with the criteria established in **Article 21 – RENEWALS, TENURE, AND PROMOTION PROCEDURES** upon recommendation of the Tenure and Promotion Committee.

41. RETIREMENT

41.1. Members wishing to retire from employment will normally provide at least six (6) months' notice to the Employer prior to the effective date to facilitate institutional planning.

41.2. Conversion of Vacation Entitlement Prior to Retirement at Age 66 or Earlier

(a) Under the conditions set out below, and in accordance with the UW Pension Plan, a Member may opt to convert (the "Conversion Option") one (1) week of annual vacation entitlement in each year preceding retirement (to a maximum of three [3]) into a one-time two percent (2%) salary increase based on the Member's salary in the immediately preceding salary year. The two percent (2%) increase will be calculated on the Member's base salary immediately prior to the start of the salary year during which it takes effect. Both the salary increase and the reduction in vacation will be ongoing until the Member's retirement date.

(b) The Member shall submit the Conversion Option to the Employer within three (3) years of their intended retirement date. The latest eligibility date for the Conversion Option shall be the Member's sixty-fifth birthday, with a retirement date no later than the end of the academic term (i.e., either April 30, August 31, or December 31) during which the Member turns 66.

(c) Where the Member notifies the Employer prior to the earliest eligibility date, the two percent (2%) salary increase shall take effect on the earliest eligibility date (three [3] years prior to the retirement date). Where the Member notifies the Employer after the earliest eligibility date, the two percent (2%) salary increase shall take effect on the first day of the month following such notification.

41.3. Retired Members may continue to have access to their UW email address, subject to any restrictions imposed by UW.

41.4. Professor Emeriti

41.4.1. A lifetime award of Professor Emeritus/a shall be bestowed upon a Member who retires from employment at the rank of Full Professor, normally after fifteen (15) years or more of service with the Employer. In exceptional circumstances, the Employer may also bestow such award on a Member with a

lesser period of service. This status accords such Members with the following post-retirement benefits:

- (a) University affiliation for external research and grant application purposes;
- (b) Access to university library;
- (c) Certain other privileges as may be accorded through any comparable status at or through the University of Waterloo from time to time, as agreed upon by the Joint Committee.

42. REDUCED WORKLOAD TO RETIREMENT

- 42.1. Members on Definite Term Appointments are ineligible for a reduced workload under this Article.
- 42.2. Members who are at least fifty-two (52) years of age with completion of at least ten (10) years of uninterrupted regular full-time service immediately prior to the commencement of the arrangement may request a reduction of their daily, weekly, monthly or annual period of work to as low as fifty percent (50%) of that required for a full-time position. Salary is adjusted proportionately to reflect reduction of work. Leaves of absence, temporary reduced workloads, pregnancy, parental and adoption leaves and sick leaves/LTD are not deemed as interruptions in service for purposes of this Article.
- 42.3. Reduced workload to retirement arrangements can be for a maximum of three (3) years, or to the Member's 71st birthday, whichever comes first.
- 42.4. In no case shall any reduction result in the Member teaching fewer than two (2) one-semester courses in an academic year.
- 42.5. Members who are approved for Reduced Workload to Retirement shall be eligible for the following special pension and benefits arrangement, if permissible under the terms of the pension and benefits plan(s):
 - (a) Pension participation including both Member and Employer contributions based on nominal full-time salary for up to three (3) years, subject to Canada Revenue Agency limitations on the accumulation of pension service credit for periods of reduced pay or temporary absences. Sabbaticals, unpaid leaves, reduced workloads and layoffs are included in this calculation.
 - (b) Extended Health Care and Dental coverage as if full-time.
 - (c) Life Insurance premiums and benefits based on nominal full-time salary.
 - (d) Vacation, sick leave as well as Long Term Disability premiums and benefits will be based on actual salary and reduced workload time commitment.
 - (e) Paid holidays paid only on scheduled work days subject to Employment Standards regulations.

(f) Canada Pension Plan, Employment Insurance and Workers' Compensation available according to government regulations.

- 42.6. Reduced workload to retirement arrangements can be a maximum of three (3) years to the retirement date. A retirement date that is mutually agreeable to the Member and their Chair must be established as part of the arrangement.
- 42.7. Requests for such arrangements must be recommended in writing through the Member's Department Chair to the VPAD for approval. Requests must be submitted to the Department Chair at least six (6) months before the proposed start date of the workload reduction.
- 42.8. Requests not granted at one level may be appealed to the next higher administrative level. If not granted, an individual is entitled to receive a written explanation of the decision, if so requested.
- 42.9. Before a reduced workload to retirement is approved, Human Resources will confirm details of the arrangement in writing to the Member and their Department Chair, and expectations under the arrangement will be specified in a revised appointment letter. Mutual agreement by the Member and the Employer is required for any change to a reduced workload to retirement.

43. LIBRARIAN

43.1. For the purposes of this Agreement, the "Librarian Member" (or "Librarian") refers to the "Director, Library and Information Services (DLIS)" and/or equivalent. Articles of this Agreement apply to the Librarian Member, except for **Article 21 – RENEWALS, TENURE, AND PROMOTION PROCEDURES** RENEWALS, TENURE, AND PROMOTION, **Article 24 – SABBATICALS**, unless specified below. In the event of a conflict between the provisions of this Agreement and this Article, this Article shall prevail.

43.2. Discipline

43.2.1. Where discipline involves a Librarian Member, the process outlined in **Article 12 – DISCIPLINE** shall be applied, with the following modification:

Just cause for the dismissal of a Librarian Member includes, but is not limited to, the persistent and serious neglect of the normal duties of a Member, particularly with respect to librarianship, or the failure to carry out such duties as are reasonably assigned by the appropriate authorities. In a case of persistent neglect, the action for dismissal must have been preceded by letters of warning from the VPAD. Letters of warning shall not only state the nature of the alleged deficiencies and make constructive suggestions for improvement, but also shall be followed by a reasonable period in which to make improvements.

43.3. Librarian Appointment

43.3.1. The Librarian Member supports the mission of Renison University College and shall be appointed following an open search for the most suitable candidate.

43.3.2. Minimum Standards for Promotion to, or Appointment at, the Rank of Librarian

The candidate must hold a recognized Master of Library Science or equivalent and must normally have at least four (4) years of full-time university service at the rank of Librarian or equivalent.

43.4. Search Procedures for Appointments for Librarian

The process outlined in **Article 18 – SEARCH PROCEDURE FOR ACADEMIC APPOINTMENTS** shall be applied for the position of Librarian, with the following modifications:

- (a) The VPAD shall convene a Search Committee for approval by Academic Council.

- (b) The Librarian Search Committee shall consist of:
 - The VPAD, who shall serve as Search Committee Chair;
 - Two (2) representatives from academic programs elected by Academic Council;
 - Two (2) members at large selected from the broader Renison community at the discretion of the VPAD;
 - One (1) librarian from the University of Waterloo.

43.5. Workload of Librarian Members

43.5.1. The normal full-time workload of Librarian Member shall include:

- (a) The practice of librarianship, including management of library operations and the supervision of library staff;

- (b) Scholarly professional development activities required to sustain the Member's librarianship activities, including support for academic program accreditation and resources and needs of departments and faculty;

- (c) Active service participation in the life of the University College and/or the University of Waterloo, professionally related service in the community, and/or professional and/or scholarly organizations.

- (d) The provision of library services to all members of the University College community, and the ongoing development of the library collection in support of the University College's academic programs and activities.

- 43.5.2. The specific duties and responsibilities of the Librarian Member shall be assigned by the VPAD over all three academic terms in consultation with the Library Committee. No Librarian Member can be assigned specific scholarly professional development activities.

43.6. Librarian Member Scholarly Professional Development Time

- 43.6.1. Librarian Members shall have the right to devote ten (10) working days per academic year. The Employer agrees that a Librarian Member's workload shall allow for regular and sufficient uninterrupted time for the pursuit of scholarly professional development activities.

- (a) Librarian Members shall schedule professional development activities taking into account the operational needs of the Library.

- (b) Librarian Members shall notify the VPAD of their anticipated schedules at the beginning of each term.

43.7. Release time for Librarian Members

- 43.7.1. Should a Librarian Member be assigned such release time by the Association for Association duties, it shall be assigned at an equivalency rate of 2.5 hours/week on average per one-term undergraduate course. The Librarian Member shall negotiate with the VPAD the timing of such release time.

43.8. Retirement of Librarian Member

- 43.8.1. Where a Librarian Member retires, the process outlined in Article 41 – RETIREMENT shall apply.

44. PROGRAM REDUNDANCY

44.1. Preamble

44.1.1. The University College and the Association recognize the importance of sound academic planning in establishing or changing academic priorities. Acknowledging the role of the University of Waterloo and its Senate, the parties recognize the role of Academic Council in such matters and, in particular, they recognize that Academic Council has responsibility for approving and recommending to the Board of Governors plans and policies pertaining to the degree work of the University College.

44.2. An academic program consists of:

- (a) a group of courses offered by the University College, which may lead to a degree;
- (b) a designated sub-discipline within a Department or School;
- (c) some combination of the above.

44.3. In the context of this Article, Program Redundancy refers only to the direct termination of an academic program at Renison upon recommendation to the Board by Academic Council, whether or not it is accompanied by amalgamation, merger, reorganization, or full or partial closure of academic units, that may lead either to the lay-off of Members holding Ongoing Appointments or the termination of a definite term appointment before its regular expiry date, or the redeployment of Members into other academic units. Termination of an academic program for which neither lay-off, termination nor redeployment of Members is contemplated is not subject to this Article.

44.4. An academic program may be declared redundant by the Board of Governors upon a recommendation from Academic Council to do so, solely for *bona fide* academic reasons including declining enrolment or for academic reasons in the context of a confirmed declaration of financial exigency under **Article 45 – FINANCIAL EXIGENCY**.

44.5. Should a program redundancy result as a consequence of a confirmed declaration of financial exigency under **Article 45 – FINANCIAL EXIGENCY**, the assessment of the need for lay-off or redeployment of Members shall be made by the FEC

(Financial Exigency Commission) after receiving input from Academic Council in accordance with **Article 45 – FINANCIAL EXIGENCY**.

- 44.6. Should the lay-off of Members holding Ongoing Appointments or the termination of a definite term appointment before its regular expiry date be proposed under the declared redundancy or result as a direct consequence of the declared redundancy, the declaration by the Employer of a program redundancy shall cause this Article to be invoked.
- 44.7. In the event of Program Redundancy, every reasonable effort shall be made to redeploy a Member with an Ongoing Appointment in another position at Renison, in accordance with **Article 46 – LAY-OFF OR TERMINATION OF APPOINTMENT DUE TO FINANCIAL EXIGENCY OR PROGRAM REDUNDANCY** .
- 44.8. If redeployment is not appropriate or if a Member holding an Ongoing Appointment chooses not to accept redeployment, then the Member shall be laid off in accordance with **Article 46 – LAY-OFF OR TERMINATION OF APPOINTMENT DUE TO FINANCIAL EXIGENCY OR PROGRAM REDUNDANCY** . No Member holding an Ongoing Appointment will be laid-off except after having refused redeployment or where redeployment is not available.

45. FINANCIAL EXIGENCY

45.1. Preamble

- 45.1.1. The University College and the Association agree that the primary aims of the University College are teaching, scholarship and research, and that the first duty of the University College is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom.

45.2. Declaration of Financial Exigency

- 45.2.1. The term "financial exigency" denotes the extraordinary and rare condition in which either substantial and recurring deficits threaten the survival of the University College as a whole. The exigency must have arisen from the total University College financial results ("results") not just the academic and salary budget. It must be a financial emergency involving financial results showing current or imminent deficits that have lasted or will demonstrably last for more than two (2) financial years, and that are projected by generally accepted accounting methods to continue and thereby place the going concern of the University College as a whole in jeopardy unless corrective measures are taken. This Article is invoked only in the event of a declaration of financial exigency in which lay-off of Members holding an Ongoing Appointment is proposed as a part of the resolution process.
- 45.2.2. The lay-off or termination of a Member holding an Ongoing Appointment (which term includes only Tenure-Track, Tenured or Continuing Lecturer appointments) for reasons of financial exigency shall occur only after a declaration of financial exigency by the University College's Board of Governors. The Board shall declare a state of financial exigency only in accordance with the provisions of this Article.

45.3. Procedures for Declaring a State of Financial Exigency

- 45.3.1. In the event that the President believes that a financial exigency exists within the meaning given above, the President shall formulate a report, together with a preliminary plan to deal with the emergency. The President's report shall include both a specification of the precise nature of the problem faced by the University College and accompanying information, including economies taken to date, to support the conclusion that a financial exigency exists, and it shall document the reasons supporting the lay-off of Members, including the number

of faculty lay-offs that are deemed by the President to be necessary. Further, the President shall:

- (a) provide the information identified above to the Board of Governors, to Academic Council, and to the Association and to any other stakeholders;
- (b) within fifteen (15) working days of declaring a financial exigency establish a five-member Financial Exigency Commission (FEC), with membership specified in 5 below to adjudicate the President's declaration of financial exigency.

45.3.2. The Association shall have the right to receive from the Employer additional relevant information as requested by the Association President and agreed to by the President, and such agreement not to be unreasonably withheld.

45.4. Structure of the Financial Exigency Commission (FEC)

45.4.1. The FEC shall be composed of three individuals who are at arm's-length from Renison University College and the Association, plus two senior members of the Renison professoriate, one elected by RAAS and one appointed by the President of the University College. Of the three individuals at arm's-length, one shall be appointed by the President, one by Academic Council, and the third jointly appointed by the Presidents of the University College and the Association.

45.4.2. The jointly-appointed arm's-length member of the FEC shall serve as Chair and normally shall be a person familiar with university finances. Should no agreement be achievable on the appointment of the third member of the FEC, the Chief Justice of Ontario shall be asked to make the appointment.

45.5. FEC Procedures

45.5.1. The FEC shall determine its own terms of reference and decision-making procedures, consistent with generally recognized principles of natural justice. All reasonable expenses of the FEC established under this Article shall be borne by the Employer. An agreed budget for these expenses shall be approved by the President prior to the work commencing.

45.5.2. The onus shall be on the President to establish to the satisfaction of the FEC that a state of financial exigency exists within the meaning of this Article. To this

end, the President shall disclose all information that is related to the claimed financial exigency and/or deemed relevant by the FEC. The FEC may consult with any person or group of persons, internal or external to Renison University College. In particular, it will receive any preliminary input that the Academic Council may choose to provide regarding proposed program redundancies.

- 45.5.3. The FEC shall, within forty (40) days of being constituted, prepare a report that analyzes both the extent and the nature of the financial problems identified by the President, as well as the potential impact of the plan on the programs of Renison University College.
- 45.5.4. The FEC report shall be submitted to the Chair of the Board of Governors, with copies to the President of the University College and the Association, and Chair of Academic Council.
- 45.5.5. If there are recommendations for program redundancies within the degree programs in the plan, Academic Council will then have a further fourteen (14) days to determine what, if any, program redundancies for *bona fide* academic reasons in the context of a confirmed declaration of financial exigency it recommends to the Board. A copy of the Academic Council report shall be sent to the FEC which shall have an additional ten (10) days to prepare a supplementary report as a result. The FEC supplementary report(s) shall be submitted to the Chair of the Board of Governors, with a copy to the Presidents of the University and the Association.

45.6. Considerations for FEC Report

- 45.6.1. If the FEC supports the President's contention that faculty lay-offs are necessary, it will address in its report the proposed number of Member lay-offs.
- 45.6.2. The Employer in its actions shall ensure that the academic wellbeing of the University College is preserved to the maximum extent reasonable in the circumstances.
- 45.6.3. When preparing its report, the FEC shall consider all submissions on the University College's financial condition. Specifically, it shall consider and respond (with reasons) to each of the following questions:
 - (a) Is there a substantial and ongoing financial crisis with respect to the total operating budget that threatens the financial viability of the University College?

- (b) Is a reduction in the number of Members through layoff an operationally justifiable type of cost saving?
- (c) Have reasonable means of achieving cost saving in all areas of the University College budget (short of the lay-off of Ongoing Faculty) been explored and considered in the plan or implemented? In particular, have all reasonable means been taken to reduce costs through voluntary early retirement, voluntary resignation, voluntary transfer to reduced load status and redeployment?
- (d) Have reasonable means for improving the University College's revenue position been explored and taken into account?
- (e) Is the number of proposed faculty lay-offs consistent with enrolment projections?

45.7. FEC's Confirmation or Rejection of a Declaration of Financial Exigency

45.7.1. In its report, the FEC shall confirm or reject the declaration of financial exigency.

- (a) In the event that the FEC report finds that a state of financial exigency does exist, its Report shall recommend the amount of reduction required, if any, in the budgetary allocation to Member salaries and benefits including any costs arising out of reduction required. The FEC report shall also specify the number of Member lay-offs that may be required in order to effect the proposed reduction. If the number of lay-offs specified by the FEC differs from the number proposed by the President, reasons for the difference must be provided.

45.7.2. The FEC's findings are reported to the Board and the Board shall give due consideration to its report. The FEC shall be afforded the opportunity to make an oral presentation to the Board.

45.8. Board’s Final Determination

- 45.8.1. Taking account of all input and with a two-thirds (2/3) majority vote, the Board retains the authority to make a final determination on the question of whether or not a state of financial exigency exists and to issue direction to the President.
- 45.8.2. The Board shall provide reasons why specific recommendations of the FEC were not carried out, the associated amount of budget reductions for Member salaries and/or benefits, and an implementation plan to Academic Council, the Association, and other stakeholders identified by the Employer within fourteen (14) days of the Board declaration of Financial Exigency.

45.9. Reduction of Academic Staff

- 45.9.1. If reductions in academic staff are deemed necessary, the lay-off or non-renewal of appointments of individual Members shall be proceed in accordance with **Article 46 – LAY-OFF OR TERMINATION OF APPOINTMENT DUE TO FINANCIAL EXIGENCY OR PROGRAM REDUNDANCY**
- 45.10. Any time limits under this Article may be extended by agreement of all parties involved to a maximum of an additional two (2) additional months. Such agreement may not be unreasonably denied. Extensions to time limits under this Article shall normally be limited to a maximum of an additional two (2) months. In the event the FEC, the Academic Council or the Association fails to do any action or submit any report or comment, as appropriate, within the time limits set out in this Article, the Board shall have the right to proceed without such action, report or comment.
- 45.11. Disputes arising out of the failure to follow the foregoing procedures, or claims of arbitrary, discriminatory or capricious considerations in such procedures, may be the subject of the Grievance and Arbitration process set out in the Collective Agreement and are referable directly to arbitration.

46. LAY-OFF OR TERMINATION OF APPOINTMENT DUE TO FINANCIAL EXIGENCY OR PROGRAM REDUNDANCY

46.1. Under normal circumstances, no Member shall be dismissed, suspended, suffer employment contract termination (prior to its end date), or otherwise be penalized with respect to terms and conditions of employment and/or rights and privileges relating to employment for budgetary reasons. Lay-off of Members who hold Ongoing Appointments (whether continuing, tenured, or probationary-term) or definite-term appointments (in advance of their normal expiry date) is an exceptional action which may occur only in accordance with this Article.

46.2. Lay-off or termination pursuant to this Article is not dismissal for cause, and shall not be recorded or reported as such.

46.3. Reduction of Academic Staff

46.3.1. If reductions in academic staff are deemed necessary, the termination, lay-off or non-renewal of appointments of individual Members shall proceed in the following order, subject to 46.3.2 below:

- 1) All non-regular faculty members (sessionals);
- 2) Definite-term appointments;
- 3) Probationary tenure-track or Continuing Lecturer appointments;
- 4) Tenured professors and Continuing Lecturers

46.3.2. For clarity, in the context of Program Redundancy, the order in this Article shall be applied only to those Members in the program declared redundant.

46.3.3. The President shall further select those Members who are to be laid off on the basis of reverse seniority, except that individuals with unsatisfactory in two (2) out of three (3) criteria (teaching, research or service) in an Annual Review in the past three years may be laid-off ahead of the usual seniority. In selecting those Members who are to be laid off where Members are equal in terms of seniority, the President and VPAD shall rank the Members according to the fit with the strategic direction of the University College, the academic program(s) in which they are employed, and eligibility for tenure or tenure status (i.e., teaching, scholarship and service). This ranking shall be judged by the President and VPAD in consultation with Department Chairs, and the President shall select those Members who are to be laid of on the basis of that ranking.

The final list of Members selected to be laid off shall be shared with the Association President on a confidential basis.

46.4. Redeployment of Member with Ongoing Appointment

- 46.4.1. A Member with an Ongoing Appointment (Tenure-Track, Tenured or Continuing Lecturer) who is facing lay-off or termination shall first be considered for voluntary redeployment to another academic position for which the Member has the immediate skill, ability and qualification to fill and for which the Employer has a program need.
- 46.4.2. In such redeployment, careful attention shall be made to compatibility of appointment and academic discipline. In the event of a redeployment due to program redundancy, Academic Council shall meet to decide on a process for assessing compatibility and make a recommendation to the VPAD.
- 46.4.3. A redeployment of a Member with an Ongoing Appointment under this agreement shall not be made unless the VPAD, after consultation with the Departments concerned, agrees to the appropriateness of the reassignment.
- 46.4.4. Where voluntary redeployment is not appropriate, then a Member who is eligible for retirement may elect to do so.
- 46.4.5. A Member with an Ongoing Appointment who is offered redeployment shall have thirty (30) calendar days to accept or reject that offer. If the Member accepts re-deployment to another academic unit, the Member shall retain tenure, rank, salary, benefits, and seniority as provided in the Agreement and will remain in the Association. If redeployment is not appropriate or if a Member chooses not to accept redeployment, then the lay-off of the Member or the termination of their appointment will proceed in accordance with this Article. No Member will be laid-off or have their appointment terminated except after having refused redeployment or where redeployment is not available.
- 46.4.6. The Association shall be informed of all formal discussions on such matters and shall have the right to attend and make representation to all committees and decision-making bodies dealing with program redundancy and Member redeployment.

46.5. Notice of Layoff

- 46.5.1. The President shall provide written notice to Members who are to be laid off in accordance with this Article, with copies of the individual notices to the Association, of not less than:
- (a) Six (6) months in advance of the lay-off date for Members on definite-term appointments, and for Members holding probationary-term appointments with fewer than three (3) years of service;
 - (b) Nine (9) months in advance of the lay-off date for Members holding probationary-term appointments with three (3) to six (6) years of service;
 - (c) Nine (9) months in advance of the lay-off date for Librarian Members;
 - (d) Twelve (12) months in advance of the lay-off date for Members with tenure, Continuing Lecturer appointment or holding probationary-term appointments with more than six (6) years of service.
- 46.5.2. By informing a Member and the Association in writing twenty (20) days in advance, the Employer may lay-off a Member with pay in lieu of notice or with a combination of notice and pay in lieu of notice totalling the appropriate notice period in 46.5.1 (a) to (d) above.
- 46.5.3. In the event that a Member is given salary in lieu of notice, full benefits, with the same sharing of costs as were in effect immediately prior to lay-off, shall apply for the applicable notice period in 46.5.1 (a) to (d) above, provided that this is permissible under the terms of the applicable plan(s) and subject to and in accordance with the terms of the applicable plan(s).

46.6. Severance

- 46.6.1. Members who are laid off under the terms of this Article shall be entitled to the following severance payment in addition to the notice set out above.
- (a) one (1) month's pay for each completed year of service from the initial time of appointment to the time of lay-off, with part years pro-rated, for Members on definite-term appointments, with a maximum total amount of ten (10) months' salary; provided that in no case will the Member with a

DTL receive less than the six (6) months' notice in 46.5.1(a) above . For clarity, a Member on a DTL contract who has already received a notice of non-renewal is not eligible for any further notice or severance under this Article.

- (b) one (1) month's pay for each year or partial year of service at the time of lay-off for Members holding probationary tenure-track or probationary Continuing Lecturer appointments;
- (c) one (1) month's pay for each year or partial year of service at the time of lay-off for Librarian Members;
- (d) one (1) month's pay for each year or partial year of service at the time of lay-off, with a minimum total amount of nine (9) months' salary and a maximum total amount of eighteen (18) months' salary, for Members holding tenured or Continuing Lecturer positions.

46.7. All payments described herein shall be based on a Member's base salary, save and except those Members who are on a reduced workload and salary (in which case it will be based on their reduced salary).

46.8. Recall and Right of First Refusal

- 46.8.1. Members with tenure-track or Continuing Lecturer appointments shall have recall rights of three (3) years from the date at which lay-off begins. Librarian Members shall have recall rights of two (2) years. Definite Term Members shall have recall rights of the lesser of two (2) years or the expiry of their Definite Term Contract.
- 46.8.2. In the event that, within the recall period, a position becomes available through retirement, resignation, death, or the cessation of the state of financial exigency, Members who have been laid off for reasons of financial exigency or program redundancy shall be informed of the vacancy in writing. A Member who chooses to apply shall have the right of first refusal for any position in their original Department, or any Department into which their original Department has been amalgamated, for which that Member is qualified.
 - (a) In the event there is no Member on the recall list who is qualified or if no Member accepts a recall, the Employer may proceed to fill a vacancy through normal recruiting and appointment procedures.

- (b) Laid-off Members shall be recalled in reverse order to the specific order of lay-offs determined under Article 46.3 above, provided that the Member is qualified for the available opening.
- (c) Members who are recalled to service at Renison University College shall retain all rights and entitlements that would be in place had the Member not been laid off. The compensation of the recalled Member shall be that held at the time of lay-off, altered by any applicable scale changes.
- (d) A Member who is recalled to an area or position at Renison University College other than in their original Department retains the right of first refusal for any opening in the original Department during the recall period, provided that the Member is qualified for the available opening.
- (e) A Member being offered recall shall be notified in writing by registered mail sent to the Member's last known address, with a copy to the Association. The Member shall have thirty (30) calendar days in which to respond to the recall offer and shall have up to six (6) months from receipt of notice of recall to terminate other obligations and recommence employment at the University College.
- (f) If a Member is offered a temporary recall (e.g. as a leave replacement) it may be refused by the Member without prejudicing recall rights. If a Member fails to respond to a recall, or refuses a recall that is not specified as temporary, the Member's name will be removed from the recall list.
- (g) Members who secured alternative ongoing full-time employment (or fractional load if the Member was on a fractional load at the Employer) outside the Employer that is substantially equivalent to their duties at the Employer shall be removed from the recall list.
- (h) Once removed from the recall list, a Member loses all seniority and has no further rights.

46.9. Rights and Benefits During Recall Period

- 46.9.1. Until a Member who has been laid-off has been recalled, secured alternative full-time employment (or fractional load if the Member was on a fractional load appointment at the Employer), or until the recall period has elapsed from the date of lay-off, whichever is earlier, that Member shall have the option of continuing to be covered by any of the University's benefit plans (including the

University pension plan) for Members, at the same level, at the Member's expense, provided that this is permissible under the terms of the applicable plan(s) and subject to and in accordance with the terms of the applicable plan(s).

- 46.9.2. For the lay-off period during which a Member is eligible for recall, they shall continue to have full access to Library facilities on the same basis as on-site Members.
- 46.9.3. A Member on lay-off who is recalled shall repay any portion of the severance allowance specified in Article 46.6 above that exceeds the entitlement that would have been obtained had they continued to occupy their position held prior to lay-off.
- 46.9.4. A Member who has already received the severance allowance referred to in this Article and who is recalled and laid off a second time shall receive that allowance again, minus any net amount received as a consequence of the first lay-off.
- 46.10. If a Member who is given notice of lay-off in accordance with this policy, is currently under consideration for renewal of a probationary term, or the granting of tenure, or promotion in rank, then that consideration will proceed at the Member's request. Depending on the outcome of these proceedings, it can become a matter of record that the Member was released for reasons other than the quality of performance; in that respect the Member meets the standard required. The President may then issue a letter to this effect upon request of the Member.
- 46.11. No Member shall be considered exempt from lay-off in accordance with this Article, including those who have taken voluntary leave.
- 46.12. In no case shall the number of months during which compensation (including notice, severance or benefits) is paid under this Article exceed the time remaining until a Member's officially declared retirement date, or the end date of a Member's definite term appointment, nor shall such Member have any recall rights past such date.
- 46.13. Nothing in this Article shall prevent Renison from negotiating voluntary exit incentive options for Members with the Association, through the Joint Committee, as it may deem appropriate from time to time.
- 46.14. For clarity, the parties agree that a Member given notice of non-renewal or denial of tenure or CL status, is not entitled to any additional notice or severance under this Article.

- 46.15. Disputes arising out of the failure to follow the foregoing procedures or claims of arbitrary, discriminatory or capricious considerations in such procedures, may be the subject of the grievance and arbitration process set out in **Article 14 – GRIEVANCE AND ARBITRATION** and are referable directly to arbitration.

**APPENDIX A – ONTARIO LABOUR RELATIONS BOARD CERTIFICATE NUMBER
3379-19-R, DATED MARCH 23, 2020.**