

COLLECTIVE AGREEMENT

between

RENISON UNIVERSITY COLLEGE (RUC)



and

RENISON ASSOCIATION OF ACADEMIC STAFF

(RAAS)



Effective Date: May 1, 2023

Expiry Date: April 30, 2026

**ON BEHALF OF RENISON
UNIVERSITY COLLEGE**



Dr. Kristiina Montero
Lead Negotiator, RUC



Dr. Wendy L. Fletcher
President and Vice-Chancellor

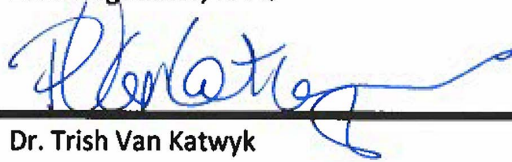


Karen Spencer
Chair, Board of Governors

**ON BEHALF OF THE RENISON
ASSOCIATION OF ACADEMIC
STAFF (RAAS)**



Dr. Robert Case
President, RAAS
Lead Negotiator, RAAS



Dr. Trish Van Katwyk
Vice-President, RAAS

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ARTICLE 1. General Information

- 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.a.
- 1.3. Term and Duration of Agreement
 - a) The Agreement is of three (3) years’ duration, from May 1, 2023, to April 30, 2026.
 - b) The Agreement is effective as of the Ratification Date. There will be no retroactive application of this Agreement unless otherwise stipulated in this Agreement.

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ARTICLE 2. Association Rights

2.1. Recognition

- a) 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.
- b) For added clarity, the parties agree that the following are not Members and are not represented by the Association under this Agreement:
 - i) all administrators at the rank of Academic Dean, Vice-President or higher;
 - ii) academic staff employed in a sessional or a per-course basis;
 - iii) library assistants;
 - iv) non-credit academic staff;
 - v) faculty members with visiting appointments, temporary research appointments, unpaid adjunct appointments, special appointments;
 - vi) postdoctoral fellows, research assistants, teaching assistants and research associates; and,
 - vii) persons registered as a full-time graduate student at the Employer.
- c) The parties will exchange a list of designated authorities, including negotiators and grievance officers, with whom each Party is required to transact business.
- d) 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.
- e) 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.

- f) 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

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

2.3. Use of Facilities

- a) The Employer shall provide the following to the Association on the same basis as for Academic Units: 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.
- b) The Employer shall provide the following to the Association, on the same basis and at the same rates, as for Academic Units: 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

- a) The Association shall be entitled each academic year to release time equivalent to one (1) one-term course each year. The course release shall be allocated at the discretion of the Association Executive. The course release 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 March 1. The costs of replacement teaching shall be borne by the Employer.
- b) 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 March 1. The costs of replacement teaching shall be borne by the Employer.
- c) 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

- a) 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 Academic Unit Lead or relevant administrator as determined by the Employer.

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ARTICLE 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.

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ARTICLE 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.

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ARTICLE 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, Academic Unit, 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.

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ARTICLE 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.

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ARTICLE 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).

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ARTICLE 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.

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ARTICLE 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.

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ARTICLE 10. Conflict of Interest

- 10.1. The Parties to this agreement shall act fairly, equitably, and ethically in their actions affecting students, Members, and other employees of the University.
- 10.2. Peer assessment, reviews, appeals and other decision processes concerning appointment, tenure, promotion, sabbatical leave, awards, renewal, termination, salary, and research grants must be performed in an objective manner and on objective grounds and be seen to be so.
- 10.3. A member of a committee or council shall be considered to have an actual, perceived or potential conflict of interest when the opportunity exists for the member to use confidential information gained or resulting from any decision made in any of Renison's committees or councils or use the authority, knowledge or influence of Renison or a committee or council thereof, for the personal, familial, or financial advantage of any person with whom the committee member has a marital, familial, or sexual relationship.
- 10.4. Committee or council members who declare conflicts of interest shall not influence or vote upon the specified item upon which they have declared a conflict of interest. The Chair of the committee or council will determine whether it is appropriate for said member to remove themselves from the meeting for the duration of debate on the specified item(s).
- 10.5. Where a committee or council of Renison University College is of the opinion that a conflict of interest exists that has not been declared, the body may declare by a resolution carried by two-thirds of its members present at the meeting that a conflict of interest exists and a member thus found to be in conflict shall not influence or vote on the specified item upon which they have declared a conflict of interest. The chair of the committee or council will determine whether it is appropriate for said member to remove themselves from the meeting for the duration of debate on the specified item(s).
- 10.6. No Member shall knowingly participate in any decision that directly and preferentially benefits himself or any individual with whom the Member has an immediate familial, marital, sexual, or financial relationship.
- 10.7. No Member shall knowingly participate in any academic decision directly affecting an individual with whom the Member has an immediate familial, marital, sexual, client, patient, or financial relationship.

- 10.8. The President, VPAD, and any other academic administrator not in the bargaining unit shall not knowingly participate in any decision that directly and preferentially benefits a Member with whom the said administrator has an immediate familial, marital, sexual, or financial relationship.
- 10.9. A Member who has any interest, directly or indirectly, in any contract, transaction, proposed contract or proposed transaction under consideration by Renison University College and is part of the decision-making process with respect to same, shall,
 - a) declare the nature and extent of the interest as soon as possible and no later than any meeting in which the Member participates and at which the matter is to be considered;
 - b) refrain from taking part in any discussion or decision-making vote in relation to the matter; and
 - c) withdraw from any meeting when the matter is being discussed if requested to do so by a majority of the members present at the meeting.
- 10.10. In particular, and without limiting the generality of the foregoing, unless specifically authorized by the President or designate after full written disclosure of the conflict, Members shall not:
 - a) with Renison University College funds or with funds administered by the University of Waterloo, knowingly authorize the purchase of equipment, supplies, services, or real property from a source with which the Member, or any individual with whom they have an immediate familial, marital, sexual or financial relationship, has a material financial interest;
 - b) engage any individual with whom the Member has an immediate familial, marital, sexual, or financial relationship in any capacity for which remuneration comes from Renison University College funds or from funds administered by the University of Waterloo.
- 10.11. Indication of Affiliation:
 - a) As a general rule, Members in their scholarly publications or other outputs should indicate their affiliation with Renison University College.
 - b) Members shall not purport to represent an official position of Renison University College or speak for it unless such authority has been given in writing.

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ARTICLE 11. Working Conditions

- 11.1. Official correspondence between Renison University College and its Members is via the Member's assigned UW employee email address (@uwaterloo.ca).
- 11.2. The Employer will normally provide a furnished, single-occupancy office for each Member who is Assistant, Associate, Full Professor, or Continuing Lecturer.
- 11.3. The Employer will normally provide shared, furnished office space for each Member who holds the rank of Definite-Term Lecturer. Definite-Term Lecturers will not normally be required to share an office with more than one other person.
- 11.4. Upon resignation, retirement, non-renewal of contract, or termination, Members shall remove all belongings from their designated office space before the end of their employment. Any items left in the office after employment ceases shall be subject to disposal at the Employer's discretion.
- 11.5. In circumstances where there is a shortage of office space, a Member may be asked to share an office with another Member under the following conditions:
 - a) Members in a probationary, tenure-track position shall be entitled to an office for their exclusive use and shall not be obligated to share an office under this clause;
 - b) The negotiation under the provisions of this article shall be done by the VPAD, or their designate, after consultation with the Academic Unit Lead(s) or equivalent;
 - c) Any agreement to share an office in the context of a shortage shall include a termination date. Office sharing under this article shall normally not exceed a period of one (1) year. An agreement to share an office may be renewed annually.
 - d) The designation of which Members shall be asked to share an office shall be in the following order:
 - i) Members who offer or express consent to share an office;
 - ii) Members on sabbatical leave who will be away from the University College for six (6) months or more;

- iii) Members on other leaves of six (6) months or more;
 - iv) Members who do not regularly use their office more than two (2) days per week.
 - e) A Member sharing an office shall be entitled to the exclusive use of a desk, computer, and telecommunications application;
 - f) Members sharing an office shall be provided with private space, when necessary, for student consultations.
- 11.6. The Employer shall provide each Member with a single workstation (desktop or laptop, PC or Mac), which will be eligible for an upgrade every five years.
- 11.7. Members will be able to access the services of Renison's Information Systems and Technologies (IST) as reasonably necessary to support the Member in performing their duties and responsibilities. IST support shall not be provided for equipment not authorized by the Employer.
- 11.8. 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 telecommunications application;
 - c) Mail services and mailbox in a secure location.
- 11.9. Members shall adhere to UW's Information Management Policy 46 and related Information Management Guidelines at UW and Renison University College.

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ARTICLE 12. Health and Safety

- 12.1. 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.
- 12.2. 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.

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ARTICLE 13. Discipline

- 13.1. 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.
- 13.2. Disciplinary processes are not to be used to inhibit free inquiry, discussion, exercise of judgement, or honest criticism within or without the University.
- 13.3. Disciplinary action shall be commensurate with the seriousness of the violation.
- 13.4. The parties recognize the value of promoting corrective action through guidance and progressive discipline, although this will not always be appropriate.
- 13.5. 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 15 – Grievance and Arbitration](#).
- 13.6. The Employer bears the onus of proving that a disciplinary action was taken for just cause.
- 13.7. 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 23 – Non-Disciplinary Termination of Appointments](#)), program redundancy (as set out under [Article 45 – Program Redundancy](#)), or financial exigency (as set out under [Article 46 – Financial Exigency](#)).
 - d) a public statement from the Employer that a Member was guilty of misconduct in research.
- 13.8. 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.
- 13.9. 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.

- 13.10. 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 Academic Unit Lead 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.
- 13.11. 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.
- 13.12. 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.
- 13.13. 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.

- 13.14. The VPAD shall make every reasonable effort to notify the Member of the meeting in Article 13.13. 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 13.13.
- 13.15. Where the disciplinary decision in Article 13.13 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 15 – Grievance and Arbitration](#).
- 13.16. 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 15 – 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 13.13 , or until the grievance and arbitration procedures set out in [Article 15 – 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.
- 13.17. 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 13.16. 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.
- 13.18. Notwithstanding Article 13.16, 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 13.16, the Member commences outside employment.
- 13.19. 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.

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ARTICLE 14. Academic Misconduct

14.1. 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.

14.2. Report and Management of Allegations

- a) The Employer may conduct investigations on its own initiative into academic misconduct in accordance with this Article.
 - i) All allegations of academic misconduct shall be in writing, with documented evidence, signed, dated, and forwarded to the President.

- ii) 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.
 - iii) 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.
 - iv) No person consulted by the Employer concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.
- b) 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.
- c) 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.
- d) 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.
- e) The Employer shall take such steps as it determines necessary and reasonable to:
 - i) 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;

- ii) 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.
 - iii) 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.
- f) 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 judgment has been rendered, the President shall send a copy of the decision to the concerned agency or publisher.
- g) 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 13 – Discipline](#).

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ARTICLE 15. Grievance and Arbitration

15.1. General

- a) There shall be no discrimination, harassment, or coercion of any kind practiced against any person involved in these procedures.
- b) The parties agree to make every reasonable effort to settle all grievances in a prompt, just and fair manner.
- c) 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.
- d) 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.

15.2. 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.

15.3. 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.

15.4. Time Limits

- a) Either party shall file a grievance according to procedures outlined under Article 15.7 "Grievance Process" 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.
 - i) 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.
 - ii) 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.
 - iii) The parties may agree in writing to waive any step in the grievance procedure and/or to extend any specified time limits.
 - iv) 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.

15.5. Technical Irregularities

- a) 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.

15.6. Right to Arbitrate

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

15.7. Grievance Process

- a) 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.

- b) 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.
- c) 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.
- d) 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 15.7.b.
- e) Either party may, within fifteen (15) working days of receipt of the response specified in Article 15.7.d, 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.
- f) 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.
- g) 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.

15.8. Arbitration

- a) 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 15.7.f, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- b) The arbitrator will be selected by agreement between the parties.
- c) The arbitrator shall have the duty and power to adjudicate all matters in dispute, including whether the matter is arbitrable.

- d) 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.
- e) 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.
- f) 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.

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ARTICLE 16. Intellectual Property

16.1. 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.

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ARTICLE 17. Workload of Members

17.1. Distribution of Workload

- 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 on teaching and service. The proportion will normally be eighty percent (80%) percent teaching and twenty percent (20%) service.

17.2. Teaching

- a) Teaching shall include but not be limited to the following:
 - i) giving courses; conducting seminars; guiding tutorials, laboratories, and studio work; supervising fieldwork, coaching, and individual study projects;
 - ii) preparing, grading, and correcting assignments, tests, and examinations;
 - iii) guiding the work of teaching assistants, graders, markers, and laboratory instructors;
 - iv) guiding and evaluating students' individual work, such as theses and papers;
 - v) consulting with students outside of class or laboratory time;
 - vi) participating in the development of teaching methods, programs, or course content;
 - vii) preparing course outlines, instructional material, laboratory exercises, and course notes; and
 - viii) 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.
- b) All Members shall adhere to teaching policies governing:

- i) the preparation of, and adherence to, academic course syllabi;
- ii) the grading of student assignments;
- iii) the posting of reasonable office hours and the availability to meet with students; and,
- iv) the submission of grades.

17.3. Research

- a) Research may take several equally valuable forms, some of which may be nontraditional. Forms of scholarship may differ from discipline to discipline, and scholar to scholar. Research shall include but is not limited to the following:
 - i) writing, editing, and/or publishing books, chapters in books, textbooks, book reviews, papers in peer-reviewed journals and other publications, and papers in conference proceedings;
 - ii) compiling and publishing bibliographies;
 - iii) creating literary or artistic works;
 - iv) engaging in the scholarship of teaching and learning;
 - v) applying for and/or receiving external research grants;
 - vi) writing case studies and reports, or creating other public resources, web content, or other knowledge mobilization products; and
 - vii) engaging in scholarship that digitizes content.

17.4. Service

- a) 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.
- b) To support the operational needs of Renison University College, Members shall serve in both service leadership and service support roles in their program or academic unit, the University College, their discipline and/or related professional associations, and the community.
- c) Service leadership roles shall include but are not limited to the following:

- i) chairing Academic Unit committees, Academic Council standing committees or ad-hoc committees, or Renison-wide committees
 - ii) providing leadership for academic programs at or associated with Renison University College (e.g., serving as a program coordinator)
 - iii) providing leadership in academic program development at or associated with Renison University College;
 - iv) serving in leadership roles in the Association;
 - v) serving as a member of Renison's Board of Governors;
 - vi) serving in ongoing leadership roles in professional associations or learned societies.
- d) Service Support roles shall include but are not limited to the following:
- i) participating as members of Academic Unit committees, Academic Council standing committees or ad-hoc committees, or Renison-wide committees;
 - ii) taking an active role in professional associations and learned societies;
 - iii) organizing and/or leading conferences, symposia, workshops, speaking events, public seminars, and other types of professional activities;
 - iv) serving as a reviewer for journals, granting bodies, refereed conferences, and publishers;
 - v) serving on editorial boards, including for publishers, journals, conferences, and conference proceedings;
 - vi) representing the University College on external organizations;
 - vii) mentoring and supporting colleagues in formal mentoring programs in higher education;
 - viii) serving in an unpaid capacity on committees, boards of directors, or in advisory roles in non-academic contexts related to the Member's areas of expertise.

17.5. Assignment of Teaching

- a) Academic Unit Leaders, 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. AULs may consult appropriately with the AUL or delegate of a corresponding University of Waterloo department or program, where applicable, on the assignment of teaching duties.
- b) Academic Unit Leader 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 AUL.

17.6. 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) Members holding the rank of Assistant Professor, Associate Professor, or Professor shall normally teach five (5) one-term courses in two out of three terms in an academic year. Normally, a Member will teach two (2) courses in one term, three (3) in another term, and have one term teaching-free. Any redistribution of a Member's normal teaching load shall be discussed between the Member and the Academic Unit Lead. Alternative arrangements must be documented and approved by the VPAD in writing.
- c) A Member holding the rank of Assistant Professor, Associate Professor, or Professor may make a request to the VPAD to modify the required five (5)-course teaching load within a given year or years, provided the Member teaches an average of five (5) courses per year over the subsequent three (3) year period after the teaching load modification was made.
- d) A Lecturer in a continuing appointment may make a request to the VPAD to modify the required seven (7)-course teaching load within a given year or years, provided the Member teaches an average of seven (7) courses per year over the subsequent three (3) year period after the teaching load modification was made.
- e) The VPAD retains the right to modify any Member's normal teaching load to meet the Employer's operational needs. In deciding to modify a Member's normal teaching load, the VPAD shall consider the impact on the Member's research and service commitments after consultation with the Member's Academic Unit Lead.

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

17.7. Course Releases

A course release provides faculty with time to engage in intensive research and other scholarly and creation activities during a year with a normal teaching load. The purpose of the course release is to support faculty members to meet their research and scholarship goals, strengthen the quality of research and scholarship production, and help Renison to be an internationally competitive research-oriented academic institution. Course releases are contingent upon available funding.

- a) To establish an appropriate balance of teaching, research, and service activities at Renison University College, each academic year, course releases will be available to Members holding the ranks of Assistant Professor, Associate Professor, and Professor to provide additional time for research-related activities.
- b) Course releases shall not be automatic.
- c) Eligible Members shall apply annually for a course release no later than January 15 for the following academic year. Course releases will be allocated annually by the VPAD. Members who apply for a course release shall be notified of the outcome of their application by April 15.
- d) To be considered for a course release under Article 17.7, Members must demonstrate active engagement in on-going, robust research and/or scholarly or creative projects. Evidence for which a course release is justified shall normally include significant recent scholarly publication or the equivalent in the creative arts or community-based research/scholarly engagement and at least one of the following:
 - i) external research grants or contractual commitments to publish or edit scholarly works or the equivalent in the creative arts in the forthcoming academic year.
 - ii) research grants or fellowships that involve significant project design, development, start-up, implementation or administrative responsibilities.
 - iii) clearly articulated and concrete data gathering or analysis plans according to the traditions of the Member's disciplinary norms.
 - iv) clearly articulated and concrete knowledge mobilization activities.

17.8. Course Releases for New Tenure-Track Appointments

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

17.9. Matching Funds Course Releases

- a) Course releases shall count as matching funds for external grant applications, where appropriate, on the part of the University College.
- b) When a Member holding the rank of Assistant Professor, Associate Professor, or Professor applies for an external research grant that requires institutional support by way of matching funds, a Member can apply for a matching funds course release outside the timeframe articulated in Article 17.7.c and receive an institutional commitment for one (1) or more course releases in an academic year for a multi-year grant valued in excess of \$100,000. To be considered for a course release as matching funds, the Member must have substantial responsibilities for the intellectual direction and activities of the project. The Member must be named Principal Investigator, Co-Principal Investigator, Co-Applicant, Co-Investigator, or equivalent. The VPAD shall determine the number of course releases at the time of application. The course release(s) shall only be granted if the external research grant is awarded.

17.10. Service Reductions

- a) To establish opportunities to engage in the Scholarship of Teaching and Learning (SOTL) in post-secondary educational contexts, the Employer will make reductions of 15% of the service component of the workload available to up to two (2) Members holding the rank of Continuing Lecturer with permanent status to provide additional time for (SOTL)-related activities. For clarity, Definite-term Lecturers are not eligible for a service reduction for research.
- b) With a service reduction for research, the Member must continue to participate in Academic Unit-level operations. In other words, the Member must continue to participate in Academic Unit meetings and related service amounting to 5% of their overall workload.

- c) Eligible Members shall apply for a service reduction no later than January 15 for the following academic year. Service reductions will be allocated annually by the VPAD in consultation with the Academic Unit Lead. Members who apply for a service reduction shall be notified of the outcome of their application by April 15. To be considered for a service reduction under Article 17.10 Members are subject to satisfactory performance under Article 18: Annual Activity Report and Review Process and shall provide evidence that the Member will be engaged in ongoing research and/or scholarship or creative projects in the forthcoming academic year. 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) Should a Continuing Lecturer not apply for a service reduction by January 15 and allotted service reductions are available, an eligible Member may request in writing to the VPAD at any time in the academic year for consideration. Where practicable, the request will be considered by the VPAD in consultation with the Academic Unit Lead.
- e) Service reductions shall count as matching funds for external grant applications, where appropriate, on the part of the University College.

17.11. Under-enrolled Courses

- a) The Employer 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 four (4) terms following the course cancellation, failing which the VPAD will assign an additional course to the Member in consultation with the Academic Unit concerned. Any courses voluntarily taken up or imposed in accordance with this clause shall not be considered overloads.

17.12. 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 17.6.f.

17.13. 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 term free of teaching to have time to engage in sustained research and development activities. Where a Member requests to modify their required teaching load per Article 17.6.b, c, or d such that the five (5)-course teaching load in an academic year is spread across three (3) terms instead of two (2), the Member will have forfeited their research and development term in that academic year.
- b) Members holding the rank of Lecturer, continuing appointment, shall be entitled to one development term after meeting the qualifying criteria. To qualify for a development term, the Lecturer shall have taught at least fourteen (14) courses, not including courses taught on overload, over the preceding five (5) consecutive terms. In the academic year in which the Development term occurs, Members will normally teach seven (7) courses distributed over two (2) terms instead of three (3) terms. For clarity, a Lecturer can take a development term in any subsequent academic year once the qualifying period has been met. The qualifying period is reset after the Member takes their development term. The Member shall not take more than one development term every two academic years. The Member shall take the development term when there is minimal impact on academic programming. The timing of the development term must be approved by the VPAD, in consultation with the Academic Unit Lead.

17.14. 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.

17.15. Teaching Support for Members Holding the Rank of Assistant Professor, Associate Professor, or Professor

The Teaching Support Fund shall be used to support Members holding the rank of Assistant Professor, Associate Professor, or Professor with marking assistance and to support other defined teaching activities. For the 2023-24 academic year, teaching support funds shall be distributed according to the terms and conditions of the 2020-23 Collective Agreement and the processes currently defined. Article 17.15 shall come into effect beginning in the 2024-25 fiscal year, or beginning in the Spring 2024 term.

- a) Members shall be entitled to apply for teaching support funds each academic year.
- b) Members shall ensure that Teaching Assistants are paid according to Ontario Employment Standards legislation.
- c) Teaching support funds must be used exclusively to hire a Teaching Assistant to assist the course instructor with defined duties related to marking and other teaching activities (e.g., monitoring and responding to online discussion boards, supporting classroom activities, posting course content to a course management system such as Learn). Where appropriate, teaching assistants will be students at the University of Waterloo or students in Renison programs. Teaching Assistants who are not students at The University of Waterloo may be hired for this purpose as casual employees with VPAD approval.
- d) Members who have classes with tutorial instructors are not eligible for teaching support funds for those classes.
- e) Requests for teaching support funds should be submitted to the Academic Unit Lead according to the teaching support fund distribution process defined by the Academic Unit Leads, in consultation with the VPAD.
- f) The Academic Unit Leads shall have a promulgated process for distributing teaching support funds that is fair, equitable, and transparent. The Academic Unit Leads must file the distribution process with the VPAD by February 15 to be used for the subsequent academic year.
- g) A Member may appeal the Academic Unit Lead's decision to the VPAD. The VPAD will decide to uphold or overrule the Academic Unit Lead's decision in consultation with the Academic Unit Lead. The VPAD's decision will be final.

17.15.1. Considerations for the Distribution of Teaching Support Funds

Renison University College is committed to ensuring that students are provided with a high standard of teaching excellence. Part of this commitment is the distribution of resources to support Members with marking assistance and teaching support in a fair and transparent manner.

The distribution of teaching support funds is determined by the Academic Unit Leads up to the budgeted amount. Requests for teaching support funds must be made to the Academic Unit Lead. It is expected that the number of teaching assistants assigned to courses may vary from course offering to course offering based on the following criteria:

- a) Level of the course.
- b) Pedagogical requirements of the course.
- c) Delivery method of the course and requirements (e.g., online, blended, in-person)
- d) Number of students.
- e) Workload considerations of the instructor.
- f) Programmatic needs.
- g) Budgetary constraints.

17.15.2. Annual Teaching Support Fund

- a) The Employer shall allocate \$78,600 each fiscal year each to support Members with marking assistance and teaching support beginning in the 2024-25 fiscal year.
- b) Unused teaching support funds may be used to provide Members with teaching support at the Academic Unit Lead's discretion. Funds not allocated to teaching support in a given year shall not roll over to the subsequent fiscal year.

17.16. Asynchronous Online Course Development

- a) Members may submit requests to develop, re-develop, and deliver asynchronous online courses to their Academic Unit Lead. AULs may also invite Members to submit such requests. The AUL 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 CEL-developed asynchronous 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 or substantially redevelop an existing CEL-developed, asynchronous online course using a CEL full-development slot shall receive the equivalent of one course of a regular teaching workload following Article 17.6.b. A Member engaging in online course development or redevelopment as described in this sub-article may receive a course release and have the activity included in the Member's teaching workload for the academic year in which the course development or redevelopment work is completed or may choose to take on the work as overload teaching and be compensated according to Article 17.18 and subject to the conditions detailed in Article 17.16.e.
- d) Members who receive one (1) course release in the academic year in which the Member is developing or redeveloping a CEL-developed asynchronous online course shall complete the course development or redevelopment within the agreed-upon timeline as set out by CEL, in consultation with the Academic Unit Lead. If the Member does not complete the course development or redevelopment within the agreed-upon timeline or agreed-upon extension, the Member must teach a course in addition to their normal teaching workload in the subsequent academic year. The make-up course shall not be considered overload teaching. In the academic year where the Member must teach the make-up course, the Member will be ineligible to teach a course on overload.
- e) Members who develop a new or substantially redevelop an existing CEL-developed, asynchronous online course using a half-CEL development slot shall receive a half-session stipend for their work at the current sessional value unless subject to Article 17.16.i.
- f) Members who receive the full or half sessional stipend shall be paid in two installments. The Member will receive the first payment at the beginning of the development and will receive the final payment once the Member has achieved the agreed-upon CEL milestones considered to be the endpoint of the work.

- g) Members, who are asked by their Academic Unit Lead, with the VPAD's approval, to refresh an asynchronous online course normally using CEL's Agile Development Team, shall be compensated with a stipend of up to \$1000, depending on the extent of work involved in the course refresh. The workload and subsequent compensation will be negotiated between the Member and the Academic Unit Lead, who will make a recommendation to the VPAD for approval.
- h) Members who engage with CEL's Agile Development Team to develop or redevelop course material for online delivery of courses that are not considered mission-critical, as determined by the VPAD in consultation with AULs, are not eligible for a course refresh stipend per Article 17.16.g.
- i) Online course development or redevelopment work that requires a CEL half-development slot may require the Member workload equivalent to a 0.5 credit course. On a case-by-case basis, the workload for such online course development or redevelopment will be negotiated between the Member and the Academic Unit Lead, who will make a recommendation to the VPAD for approval. If the VPAD determines that the equivalent 0.5 credit course workload is required, the Member shall be compensated according to Articles 17.16.d and f.
- j) No Member shall be compelled to develop, redevelop, or deliver an online course unless required for programs in the Member's Academic Unit or needed for the fulfillment of the Member's teaching load.

17.17. Remuneration for Online Teaching

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

17.18. Overload Teaching

- a) At the request of the Academic Unit Lead, 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.

17.19. Reduced Workload for Members

- a) A Member with a continuing (permanent status), tenure-track or tenured appointment is entitled to request a percentage reduction in workload of that required of a full-time position for a defined period, not to exceed twelve (12) months. The Employer shall endeavour to facilitate such requests. For clarity, Members with Definite-term Appointments are ineligible for a reduced workload under Article 17.7.
- b) In extenuating and exceptional circumstances, a reduction in workload may exceed twelve (12) months when agreed between the Employer, Member, and the Association. Such an agreement must have a clearly defined beginning and end date.
- c) To be considered for a reduced workload, a Member must submit a request for a reduced workload in writing to the VPAD, after consultation with the Academic Unit Lead. The VPAD shall grant or deny the request in consultation with the Member's Academic Unit Lead.
- d) The reduced workload shall not exceed a fifty percent (50%) reduction in the applicable teaching workload. In the case where a Member has been granted a course release for research (Article 17.7) or online course development (Article 17.16.c) before negotiating a reduced workload under this Article, these course releases shall count as part of the teaching workload. In no case shall the teaching reduction result in teaching fewer than the equivalent of two (2) courses in an academic year for Members at the rank of Assistant Professor, Associate Professor, or Professor or fewer than the equivalent of three (3) courses for Lecturers with continuing appointments, permanent status, in an academic year.
- e) In the case where an approved workload reduction exceeds twelve (12) months, the teaching reduction shall not result in a teaching workload being fewer than the equivalent of two (2) courses in an academic year for Members at the rank of Assistant Professor, Associate Professor, or Professor or fewer than the equivalent of three (3) courses for Lecturers with continuing appointments, permanent status, in an academic year as long as the overall reduced workload does not fall below fifty (50%) percent over the period of reduced workload.
- f) 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.

- g) A Member working a reduced workload shall have salary, benefits, and pension adjusted proportionately to reflect the reduction of work and shall:
- i) 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 prorated basis.
 - ii) continue to have access to appropriate Employer services and facilities.
 - iii) when eligible, earn credit toward sabbatical leave, tenure and promotion per Article 25.2 on a prorated basis.
- h) 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 a discriminatory or arbitrary manner.

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ARTICLE 18. Annual Activity Report and Review Process

18.1. Preamble

The Annual Review Process is an important method to promote excellence in research, teaching, and service. The Process assists Members to meet their professional duties and responsibilities. The annual review defines a process for Members to document and reflect on professional endeavours and create space for Academic Unit Leads and the VPAD to provide constructive guidance and assist Members in setting targets for improvement and career development.

18.2. The VPAD will evaluate each Member as satisfactory or unsatisfactory on each evaluation criteria for each Member's professional activities related to their position in consultation with Academic Unit Leads in the preceding academic year.

18.3. The Annual Activity Report, updated curriculum vitae, and previous annual activity reports and related annual review letters are the primary documents used in the Annual Review Process.

18.4. Annual Activity Report

- a) The Member shall document all applicable activities related to teaching or professional librarianship, research or scholarship, and service related to the Member's position in the preceding academic year in the Annual Activity Report.
- b) Members shall submit an Annual Activity Report and updated curriculum vitae to the VPAD and Academic Unit Lead by October 15 of each year.
- c) The Member is responsible for providing sufficient detail of activities and their outcomes to enable the VPAD to assess the professional activities related to the Member's position. If the Academic Unit Lead or VPAD opine that there is insufficient information in the Annual Activity Report for the annual review process, they shall notify the Member, who shall have five (5) working days to provide additional information in response to the request. If the information remains insufficient for an assessment, the VPAD may assess the Member's performance as unsatisfactory.

- d) Members on approved leaves per [Articles 26 – Pregnancy, Parental, and Adoption Leaves](#); [Article 27 – Leaves Without Pay](#); [Article 28 – Special Leaves](#); [Article 30 – Political Leave](#); [Article 31 – Jury and Witness Duty Leave](#), for any part of a given academic year, shall complete the sections of the report pertaining to teaching, research, and service to the institution for the period of the year in which they were not on leave.
- e) Members on a six-month or twelve-month sabbatical leave per [Article 25 – Sabbatical Leaves](#) during the period under review shall submit an Annual Activity Report.

18.5. Reporting Period

- a) The Annual Activity Report for the 2022-23 academic year, due October 15, 2023, shall include all applicable activities for the entire academic year, including activities and accomplishments for the period including September to December, 2022, even though these activities were considered in the 2022 annual review process under the previous Collective Agreement.
- b) Annual Activity Reports for the 2023-24 and 2024-25 annual review process shall include all applicable activities per Article 18.4.a for the preceding academic year (September to August inclusive).

18.6. Activity Guidelines

- a) Activity Guidelines will establish the criteria for satisfactory teaching, scholarship, and service.
- b) Academic Council is responsible for establishing these guidelines by a majority vote. Academic Council will consult with each Academic Unit to ensure the Activity Guidelines represent the diverse fields of Members.
- c) The Activity Guidelines shall be reviewed and updated, if necessary, at least every five (5) years, and changes shall be approved no later than June 30 in the year before the evaluation period to which the changes would apply.
- d) The Activity Guidelines shall be posted in a location accessible to all Members.

18.7. Evaluation of Annual Activities

- a) Considering the established Activity Guidelines, the Academic Unit Lead will provide a written response about each Member's Annual Activity Report to the VPAD by December 15.

- b) The VPAD will assess the activities as satisfactory or unsatisfactory considering the Activity Guidelines and provide a written annual review letter to the Member by April 15.

18.8. Annual Review Process for Members with a Probationary Tenure-track Appointment

- a) The annual review shall be included as evidence in the renewal, tenure and/or promotion process.
- b) The Academic Unit Lead shall meet with the Member no later than April 15 to review the Member's progress toward meeting the standards for tenure and promotion established by Academic Council.
- c) After meeting with the Member, the Academic Unit Lead shall provide the VPAD with a written summary of the Academic Unit Lead's assessment of the Member's progress toward meeting the standards for tenure and promotion.
- d) In a letter to the Member, the VPAD will summarize the Academic Unit Lead's assessment and include an independent assessment of the Member's progress toward tenure and promotion. The letter shall be sent to the Member, no later than June 1.
- e) Any pre-tenure Member who receives an assessment letter per Article 18.8.d that they believe does not represent their progress and accomplishments may respond in writing to the VPAD's letter by June 30 of the same year. The VPAD's written assessment and the Member's written response shall be added to the Member's employment file and included as evidence in the renewal, tenure and promotion process.

18.9. Unsatisfactory Evaluation

- a) Where the VPAD is prepared to declare a Member's performance unsatisfactory, the VPAD's response (Article 18.7.b) shall provide a rationale for the unsatisfactory evaluation and invite the Member to a meeting to be held normally within ten (10) working days of sending the decision.
- b) The VPAD may change the evaluation within ten (10) days after the meeting occurs, after which a final Annual Review will be issued to the Member.
- c) 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 34 – Faculty Compensation](#) (Article 34.5).

18.10. Annual Review Appeals Process

- a) The candidate may only appeal the VPAD's final assessment of the annual activity review if they believe the VPAD failed to follow the procedures outlined in Article 18 of this Agreement. The written appeal must be sent to the President within ten (10) working days after the VPAD's annual review was sent to the Member.
- b) If the President upholds the Member's appeal, the VPAD will issue a revised final Annual Review letter, inclusive of the provisions in Article 18.9.
- c) If the President does not uphold the candidate's appeal, the candidate shall be notified in writing of the President's decision.

18.11. Article 18 is not subject to the grievance and arbitration process other than an alleged failure to comply with these procedures, which may be the subject of an individual grievance.

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ARTICLE 19. Appointments

- 19.1. The authority to create positions, fill a vacant position, or grant promotions lies solely with the Employer. All faculty appointments are made by the President.
- 19.2. All faculty appointments, with the exception of appointments specified in Articles 19.11 to 19.19 shall be to one of the following ranks: Lecturer, Assistant Professor, Associate Professor, and Professor.
- 19.3. Appointments of Members shall be one of the following four (4) types: Probationary, Tenured, Continuing, or Definite-term.
- 19.4. Appointment to a rank shall be in accordance with the appointee's experience and level of achievement. For the purposes of Probationary, or Tenured appointments, credit for years in rank as a faculty member at another university, or equivalent experience elsewhere, shall be negotiated and stated in a letter of appointment.
- 19.5. Upon hiring, the President shall issue the new faculty members a letter of appointment, which shall detail the terms and conditions of that appointment, including salary, and the Member's Academic Unit(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 a copy with redacted information related to compensation forwarded to the Association.
- 19.6. Minimum Standards for Appointment.
 - a) The minimum standards for appointment to the rank of Professor are an earned doctorate (PhD or equivalent), from a recognized, degree-granting post-secondary institution and a minimum of five (5) years at the rank of Associate Professor by the date of appointment.
 - b) The minimum standards for appointment at the rank of Associate Professor are an earned doctorate (PhD, or equivalent) from a recognized, degree-granting post-secondary institution, normally a minimum of five (5) years of full-time university faculty membership at the rank of Assistant Professor by the date of appointment.
 - c) The minimum standards for appointment at the rank of Assistant Professor are an earned doctorate (PhD or equivalent), from a recognized, degree-granting post-secondary institution.

- d) The minimum standards for appointment to the rank of Lecturer is an earned Master's degree, or equivalent, from a recognized, degree-granting post-secondary institution.

19.7. Lecturer, Definite-term

- a) Definite-term appointments are for no fewer than twelve (12) months and no more than thirty-six (36) months.
- b) Definite-term appointments will be made at the rank of Lecturer.
- c) Definite-term appointments shall not normally be used for program needs that continue for more than six (6) consecutive years. In the fifth (5th) year of a consecutive definite term appointment, the Academic Unit Lead may make a recommendation to the VPAD regarding the creation of a permanent position based on programmatic need. This need, along with budget considerations, will be considered by the VPAD.

19.7.1. Appointment Process: Definite-term Lecturer

- a) A Member appointed on a definite-term with strong teaching and service reviews shall be given the first right of refusal for a subsequent contract, subject to the limitations in Article 19.7.c, should a similar contract be made available.
- b) In cases where more than one candidate has a right of first refusal, the VPAD, in consultation with the Academic Unit Lead, will make the decision considering the requirements of the position, the candidates' academic qualifications, and principles of equity and diversity.
- c) The VPAD shall notify Members holding definite-term lecturer appointments whether contract will be renewed no less than three (3) months before the contract end date stipulated in the Member's initial appointment letter.
- d) Where a Member has held a Definite-term Lecturer position for 24 months or more, and a Continuing Lecturer or Tenure-track position is posted for a position similar to the one the Member holds, the Member shall automatically be short-listed for the position if they meet the minimum posted job requirements.

19.8. Lecturer, Continuing

- a) A Continuing Lecturer position is an ongoing faculty position and shall be made only at the rank of Lecturer. Duties are primarily in teaching and service.
- b) Continuing Lecturer appointments shall be subject to an initial thirty-six (36) month probationary period, followed by the review and renewal process detailed in [Article 22 – Renewals, Tenure, and Promotion Procedures](#).
- c) Members with continuing appointments are not eligible to apply for tenure, sabbatical leave, or for promotion to any other rank.
- d) Continuing Lecturer appointments shall not normally exceed twenty percent (20%) of the permanent Academic Staff complement (not including the Librarian).
- e) With the agreement of the Association, exceptions may be made to the twenty percent (20%) limit on Continuing Lecturer appointments in Article 19.8.d. when an ongoing program need has been fulfilled by definite term appointments for six (6) or more consecutive years and a permanent Continuing Lecturer position becomes available per [Article 19 – Appointments](#).

19.8.1. Appointment Process: Probationary Continuing Lecturer

- a) Continuing Lecturer appointments shall be subject to an initial thirty-six (36) month probationary period. Renewal process is governed per Article 22.5.
- b) A proposal to create a Continuing Lecturer (CL) position originates with the Academic Unit Lead, 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.
- c) When a CL position becomes available, a Member who was hired through an open search for a two (2) or three (3) year definite-term may be appointed to a probationary CL position on a probationary basis following a review and recommendation of a Faculty Search Committee in accordance with the procedures outlined in Article 20 – Search Procedures for Academic Appointments, excluding requirements related to an open search for external candidates.

19.9. Tenured and 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, in accordance with Article 22 – Renewals, Tenure, and Promotion Procedures.
- b) Tenure-track appointments shall normally be made at the rank of Assistant Professor. 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 at the rank of Assistant Professor 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 17.8.
- c) 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.

19.9.1. Appointment process: Tenure track and tenured positions

- a) Tenure track appointments are made through an open search in accordance with Article 20 – Search Procedures for Academic Appointments.
- b) Tenure is granted in accordance with Article 22 – Renewals, Tenure, and Promotion Procedures.

19.10. 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 Academic Unit Lead of the Member's Academic Unit and the VPAD's approval.

19.11. 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 partially 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 Academic Unit before the VPAD recommends to the President to approve or deny an externally funded appointment.

19.12. Domestic Partner Appointments

- a) A domestic partner is a person of any gender who has cohabited with and is 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 tenure-track or tenured position at Renison, the University of Waterloo or its affiliated or federated institutions.
- 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 the University of Waterloo, Affiliated or Federated Institution of Waterloo or the Employer and the two partners' home academic unit(s).
- e) During the non-renewable definite-term appointment of a domestic partner, the partner appointee may apply for any advertised limited-term, continuing, tenure-track or tenured position.

19.12.1. Appointment Process: Domestic Partner Appointment

- a) 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.

- b) The VPAD shall bring the request to the Academic Unit into which the partner candidate would receive an appointment. The voting members of the Academic Unit shall vote on whether the partner candidate would be a credible candidate for the proposed rank in their field, were such a position advertised.
- c) If members of the Academic Unit vote to recommend the Domestic Partner appointment, the request shall advance to Academic Council to seek input.
- d) On the recommendation of the VPAD, the President may make or deny the Domestic Partner Appointment.

19.13. Visiting Appointments

- a) Persons with a Visiting Appointment are not members of the bargaining unit.
- b) Visiting appointments are for a defined term, normally for one year or less and are non-renewable.
- c) Visiting appointments carry the titles Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Lecturer, or Visiting Researcher commensurate with the candidate's qualifications and demonstrated experience.
- d) Visiting appointments will be established by the VPAD with the approval of the President.
- e) Visiting appointments will not normally involve internal funding by Renison University College or Academic Units thereof.

19.14. Adjunct Appointments

- a) Persons with an adjunct appointment are not members of the bargaining unit.
- b) Adjunct appointments may be given to individuals, external or internal to Renison University College, who are qualified to undertake specific responsibilities within an academic unit for teaching, research or scholarship, service, or the co-supervision of students.
- c) Adjunct appointments will carry the titles Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor or Adjunct Lecturer commensurate with the candidate's qualifications and demonstrated experience.

- d) Adjunct appointments do not carry any financial obligation from Renison to the person being given an adjunct appointment.
- e) Adjunct faculty members may participate in the normal life of the Academic Unit to which they are appointed as arranged with the Academic Unit Lead.
- f) Adjunct appointments require approval by the hosting Academic Unit before being considered by the VPAD. The VPAD will consider the Academic Unit's request for an adjunct appointment, and make a recommendation to President. The President shall not exercise their decision-making power in a bad faith or arbitrary manner.

19.15. Cross Academic Appointments

- a) The term "cross" appointment denotes an administrative arrangement, not a different appointment category. 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.
- b) A cross-appointment identifies a Member who is formally associated with the work of more than one academic unit and does not involve cost sharing.
- c) Cross-appointments require the approval of the secondary Academic Unit to which the Member is being cross-appointed.
- d) The VPAD will consider requests for a cross-appointment by the Academic Unit and make a recommendation to the President. The President shall not exercise the President's decision-making power in a bad faith or arbitrary manner.

19.16. Joint Academic Appointments

- a) The term "joint" appointment denotes an administrative arrangement internal to Renison University College and is not a different appointment category.
- b) 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.
- c) Joint appointments must be approved by both Academic Units before being considered by the VPAD.
- d) The VPAD will consider requests for joint appointments by the Academic Unit and will make a recommendation to the President.

- e) The President shall approve or deny the joint appointment. The President shall not exercise their decision-making power in a bad faith or arbitrary manner.

19.17. Affiliated or Associate Appointments

- a) Persons with an affiliated or associate appointment to Renison University College are not members of the bargaining unit.
- b) 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.

19.18. Administrative Appointments

- a) Faculty members may hold administrative appointments such as Academic Unit Leads, Deans, Associate Deans, Vice-Presidents. These appointments are covered under separate policies or Articles in this Agreement and are not categories of faculty appointments under this Agreement.

19.19. Honorary Designations

- 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.

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ARTICLE 20. Search Procedures for Academic Appointments

- 20.1. 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 or a similar discipline to 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:
- a) academic credentials;
 - b) program fit with the relevant academic unit;
 - c) evidence of positive teaching performance;
 - d) strong research record or clear potential for a successful research program (for tenure-track searches);
 - e) potential contribution to the mission of the Employer;
 - f) principles of equity; and,
 - g) suitability for appointment at the Employer.
- 20.2. Initiating Faculty Searches
- a) The authority to hire a faculty member requires the authorization of the President. The final decision of faculty allocation, including rank and category, shall be that of the President or designate.
 - b) The responsibility of initiating an academic appointment is that of the President and the VPAD. The VPAD will seek a formal recommendation from Academic Council prior to the President giving their approval for the initiation of an academic appointment.
 - c) The VPAD shall consult with the Academic Unit according to consultation procedures devised by the VPAD to determine the allocation of positions within the Academic Unit. The VPAD shall also consult with Academic Council where practicable.
 - d) The Academic Unit Lead may raise the need for faculty appointments, whether required on an incremental or a replacement basis, with the VPAD, who shall engage in consultations with the Academic Unit Lead.

- e) The Academic Unit Lead will offer input about the kind of appointment per [Article 19 – Appointments](#) of the faculty position to be filled. The VPAD will make a recommendation to the President, who will determine the appropriate appointment type.
- f) When the President has determined that a faculty appointment is to be made in an Academic Unit, the Academic Unit Lead shall recommend to the VPAD and President the academic qualifications and experience identified by the Academic Unit as required for the position.
- g) After having considered the Academic Unit Lead’s recommendation, the President shall authorize a search to fill the allocated position, and the VPAD shall institute the search in accordance with the terms of this Agreement and related policies and procedures.

20.3. Search Procedures for a Faculty Member at the Rank of Assistant Professor, Associate Professor, or Professor

- a) An open search, in accordance with this Article, is required for all tenured and tenure-track appointments, Continuing Lecturer appointments, and definite-term Lecturer appointments. Where warranted, an open search may not be necessary for a 12-month DTL. A 12-month DTL can be posted internally upon request of the AUL and approval of the VPAD. Once approved by the VPAD, the Faculty Search Committee must review the applicant(s) and recommend the preferred candidate or shortlist for the position. With the Faculty Search Committee’s recommendation, the VPAD will make a recommendation to the President.
- b) The Academic Unit Lead or delegate of the relevant Academic Unit shall convene a Faculty Search Committee, as set out in Article 20.5, to conduct an open search for candidates. The Academic Unit Lead shall seek Academic Council’s endorsement of the committee membership.
- c) The Faculty Search Committee Chair, after consulting the members of the Academic Unit, shall provide the VPAD with recommendations on the content of the advertisement. The VPAD shall present the approved advertisement to Academic Council for information.
- d) The position shall be advertised as widely as possible with the goal of obtaining a diverse pool of applicants. The position shall normally be advertised in at least two national-reaching job posting outlets such as University Affairs, CAUT Bulletin, or SWAAC.

- e) The Faculty Search Committee shall review applications and recommend to the VPAD a shortlist of qualified candidates to be interviewed. The shortlist shall normally consist of at least two (2) qualified candidates identified by the Search Committee in addition to any Member who is shortlisted pursuant to Article 19.7.1.d.
- f) After consultation with the VPAD, the Faculty Search Committee shall conduct interviews with the shortlisted candidates.
- g) The VPAD and the President shall have an opportunity to review the Faculty Search Committee's shortlisted candidates and relevant materials and shall meet with the candidates as part of the interview process.
- h) The Faculty Search Committee shall make a rank-ordered (if applicable) recommendation on the appointment, in writing, to the VPAD, along with a detailed written report including the following:
 - i) The names of the Faculty Search Committee.
 - ii) Summary of the search process, including meeting dates, times, and attendance, declarations of conflict of interest, and decisions made, including outcome of votes, where applicable.
 - iii) Summary of the interview process, including related search materials, namely the job posting, interview schedule, and interview guide.
 - iv) Summary of each rank-ordered candidate's teaching experience and topics of courses the candidates are qualified to teach, research history and record, administrative experience, proposed starting rank, credited years of equivalent service, tenure and promotion, where applicable.
 - v) Copies of each candidate's application materials, including solicited reference letters, submitted to the VPAD in confidence.
- i) The VPAD, with assistance from the Faculty Search Committee Chair shall confirm the preferred candidate's credentials and perform external reference checks.
- j) The VPAD shall provide the Faculty Search Committee report, along with their written recommendation on the appointment, to the President. The President shall discuss the recommendations with the VPAD before rendering their decision to accept or reject the recommendation.

- k) The President shall make the decision to accept or reject, in whole or in part, the Faculty Search Committee recommendation. The President shall not exercise their power in an arbitrary or bad faith manner.
- l) Where the consensus of the Faculty Search Committee is that no candidate is appropriate, or the President declines the Faculty 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 Academic Unit Lead of the relevant Academic Unit.
- m) Upon hiring, the President shall issue the new faculty members a letter of appointment per Article 19.5.

20.4. Consideration of Tenure and Promotion or Promotion through the Appointments Process

- a) If the Faculty Search Committee determines that any of the short-listed candidates may be eligible for tenure and promotion or promotion pursuant to an appointment (e.g., in an open rank search), the chair of the Faculty Search Committee shall notify the VPAD in their role as chair of the R-TPC, providing only information on the nature of the potential review (promotion to Associate Professor with tenure or promotion to Professor). If appropriate, the VPAD shall notify the President that a candidate may need to be considered for tenure and promotion or promotion.
- b) If the President determines that the preferred candidate should be considered for tenure and promotion to associate professor or promotion to professor pursuant to an appointment, the President shall forward the file to the VPAD in their role as the Chair of the R-TPC for a recommendation. In this situation, the R-TPC shall make its recommendation without engaging external assessors, based on the experience and accomplishments presented by the candidate through their job application and interview. The R-TPC recommendation shall be determined by the voting procedures detailed in Article 21.8, following a discussion of the merits of the case. The R-TPC Chair shall report the committee's recommendation, along with the results of the vote and a summary of the R-TPC deliberations, to the President within ten (10) working days of receiving the file for consideration. The President shall consider the R-TPC's recommendation and shall grant or deny tenure and promotion to associate professor or promotion to professor. The President's decision shall be communicated to the Chair of the R-TPC.

- c) The President shall not grant tenure to any candidate who has not been granted tenure at a previous post-secondary institution or whose application has not been reviewed by the R-TPC per Article 20.4.b.

20.5. Faculty Search Committee

- a) The Faculty Search Committee shall comprise five (5) members. In searches for tenured or tenure-track positions, all five (5) committee members shall hold tenure-track or tenured appointments. For appointments to permanent Continuing Lecturer positions, at least one member shall be a Continuing Lecturer. The composition of the committee shall include:
 - i) The Academic Unit Lead, who shall chair the committee, or a designate if required to meet all criteria of committee composition;
 - ii) Two (2) Academic Unit members, selected by the Academic Unit. In cases where an Academic Unit does not have two (2) eligible members, the VPAD shall appoint additional members from other Academic Units, including from The University of Waterloo, in consultation with the Faculty Search Committee and the Academic Unit.
 - iii) A member of another Academic Unit, appointed by the VPAD after consultation with the Chair of the Faculty Search Committee; and,
 - iv) Where the Faculty Search Committee feels it would benefit from outside expertise, a faculty member from a relevant UW program may be invited to join the Committee as a voting member. In the event no such member is desired, available or willing to serve, a third member from the Academic Unit, selected by the Academic Unit, in a tenured, tenure track, or continuing lecturer position shall be added to the Committee;
 - v) In cases where the above stipulations fail to produce five (5) members of the Faculty Search Committee, the VPAD, in consultation with the Faculty Search Committee Chair, shall appoint a fifth member from among the faculty.
- b) If a committee member withdraws at any stage of the process, the committee Chair, in consultation with the committee and the VPAD, must determine whether a replacement is necessary after considering such factors as gender balance, disciplinary expertise, and the stage of the committee's deliberations.

- c) Members of the Faculty Search Committee 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 Committee deliberations to ensure consistency and fairness in the search process.
- d) Faculty 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 Faculty 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 Faculty 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.
- e) Members of a Faculty Search Committee shall abide by [Article 10: Conflict of Interest](#).

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ARTICLE 21. Renewals, Tenure and Promotion Committees

21.1. Department Tenure and Promotion Committee (D-TPC).

- a) The Department Tenure and Promotions Committee (D-TPC) is responsible for evaluating the performance of Members on matters assigned to it by this Agreement, namely the renewal of tenure-track appointments and applications for tenure and promotion, or promotion.
- b) The D-TPC shall comprise three (3) tenured Members, one (1) of which must be at the rank of Professor unless a Member has applied for promotion to full professor, in which case two (2) members of the D-TPC must be at the rank of Professor:
 - i) Academic Unit Lead – ex-officio. If the Academic Unit Lead does not have tenure, the Academic Unit Lead must appoint a delegate from the Academic Unit with tenure to chair the D-TPC.
 - ii) Two (2) tenured Members of the Academic Unit.
 - iii) If the unit does not have sufficient Members at the rank of Professor to serve on the D-TPC, the D-TPC will invite a Member at the rank of Professor from another Academic Unit with a suitable academic background for assessing the application(s) to join the committee.
- c) The Academic Unit's faculty shall confirm the D-TPC membership by September 30.

21.2. Department Continuing Lecturer Renewal Committee (D-CLRC)

- a) The Department Continuing Lecturer Renewal Committee (D-CLRC) is responsible for evaluating the performance of Members on matters assigned to it by this Agreement for the renewal of Lecturers, Continuing Appointment.
- b) The D-CLRC shall comprise three (3) voting Members, one of which must be at the rank of Professor:
 - i) Academic Unit Lead– ex-officio, who must either have tenure or be a Continuing Lecturer with a permanent appointment.
 - ii) One (1) tenured Member of the Academic Unit.
 - iii) One (1) Lecturer, Continuing Appointment.

- iv) If the unit does not have sufficient Members at the rank of Professor or in Continuing Lecturer appointments to serve on the D-CLRC, the D-CLRC will invite a Member from another academic unit to join the committee with the appropriate rank and a suitable academic background to assess the application(s).
- c) The Academic Unit's faculty shall confirm the D-CLRC membership by September 30 if a Continuing Lecturer has declared their intention to apply for permanent status per Article 22.7.a.

21.3. Renison Tenure and Promotion Committee (R-TPC)

- a) The R-TPC shall comprise five (5) voting members with tenure, three (3) of which must be at the rank of Professor:
 - i) Vice President Academic and Dean (ex-officio) shall serve as the R-TPC Chair;
 - ii) Three (3) Members with tenure;
 - iii) One (1) faculty member, with tenure, from the University of Waterloo Faculty of Arts or, for a Member from the School of Social Work, from the Faculty of Health or Faculty of Arts.

21.4. Renison Continuing Lecturer Renewal Committee (R-CLRC)

- a) The R-CLRC shall comprise five (5) voting members, one (1) of which must be at the rank of Professor.
 - i) Vice President Academic and Dean (ex-officio), shall serve as the R-CLRC Chair
 - ii) Two (2) Members with tenure;
 - iii) One (1) Member who holds the rank of Continuing Lecturer with permanent status.
 - iv) One (1) faculty member, from the University of Waterloo Faculty of Arts or, for a Member from the School of Social Work, from the Faculty of Health or Faculty of Arts who is tenured or in a role equivalent to a Continuing Lecturer with a permanent position at Renison.

21.5. Constituting the R-TPC and R-CLRC

- a) The R-CLRC shall only be constituted if a Continuing Lecturer has declared their intention to apply for permanent status per Article 22.7.a.

- b) The R-TPC members shall be elected by Members at the rank of Assistant Professor, Associate Professor, and Professor. Elected members shall serve for a three (3)-year term. The R-TPC members' terms will be staggered. For the 2023-2024 academic year, the R-TPC will be populated with one Member for a three (3)-year term, one Member for a two (2)-year term, and one Member for a one (1)-year term.
- c) The R-CLRC members shall be elected by Members at the rank of Assistant Professor, Associate Professor, Professor, or Continuing Lecturer with permanent status. Elected members shall serve for a one (1)-year term.
- d) For each academic year, two (2) Members with tenure, shall be elected by Members at the rank of Assistant Professor, Associate Professor, or Professor, and confirmed by Academic Council to serve as alternates on the R-TPC. At least one alternate shall be at the rank of Professor. An alternate will be asked to join the committee's work when a regular committee member cannot fulfill their obligation for whatever reason.
- e) For each academic year in which the R-CLRC is required, an additional Member with a Continuing Appointment, permanent status, shall be elected by Members at the rank of Assistant Professor, Associate Professor, Professor, or Continuing Lecturer with permanent status and confirmed by Academic Council to serve as an alternate on the R-CLRC. The alternate will be asked to join the Committee's work when a regular committee member cannot fulfill their obligation for whatever reason.
- f) Members elected to serve on the R-TPC and R-CLRC shall be confirmed by Academic Council by September 30.
- g) To identify the UW faculty member, each applicant will provide the Committee with the names of up to three (3) potential UW faculty members who could serve on the R-TPC or R-CLRC. The Committee will provide the names of three (3) potential UW faculty members to the applicant and invite them to comment on the suitability of the proposed names. Once agreed, the R-TPC or R-CLRC will invite the UW faculty member from the names put forth to serve on the R-TPC or R-CLRC adjudicating the Member's application. The UW faculty member must be confirmed by the R-TPC or R-CLRC no later than December 15.

21.6. Apprehension of Bias

- a) If a Member applying for continuing status, renewal, promotion, or tenure has an apprehension of bias with respect to any member of the D-CLR or R-CLRC, the Member may notify the relevant Committee Chair in writing.
- b) The Chair shall meet with the members of the committee in question, excluding the member alleged to represent the potential of bias.
- c) Unless the committee finds the apprehension of bias to be unreasonable, the Committee Chair shall replace that member with an alternate determined in Article 21.5 d).
- d) If the apprehension of bias is with a member of the D-TPC or D-CLRC, the Committee Chair will invite a Member from another academic unit with the appropriate rank and a suitable academic background to assess the application.

21.7. D-TPC, R-TPC, D-CLR, and R-CLRC Governing Principles

- a) When populating the D-TPC, R-TPC, D-CLR, and R-CLRC, parties to the agreement shall strive to respect the values of diversity and equity. The committees should be populated to reflect the principles of diversity and equity wherever possible.
- b) A person may not serve on more than one tenure and promotion committee, whether it be the D-TPC or the R-TPC.
- c) A person may not serve on more than one Continuing Lecturer renewal committee, whether it be the D-CLRC or the R-CLRC.
- d) A person may simultaneously serve on the D-TPC and D-CLRC.
- e) A person may simultaneously serve on the R-TPC and R-CLRC.
- f) A Member whose application is being considered for renewal, tenure and promotion, or promotion shall not serve on the D-TPC, D-CLRC, R-TPC, or the R-CLRC.
- g) A Member of the Association Executive shall not serve on both a committee that considers renewal, tenure or promotion decisions and serve in an active or advisory capacity in the event of an appeal per Article 22.14.
- h) Quorum for the D-TPC, D-CLRC, R-TPC, and R-CLRC, shall be full membership.

- i) Members of the D-TPC, D-CLRC, R-TPC, and R-CLRC are responsible for claiming or declaring a conflict of interest following [Article 10: Conflict of Interest](#), should one exist. A member who has a conflict of interest shall be replaced.
- j) The deliberations of the D-TPC, D-CLRC, R-TPC, and R-CLRC shall be strictly confidential, except as otherwise permitted under this Agreement or required by law.
- k) The D-TPC, D-CLRC, R-TPC, and R-CLRC's recommendations shall include a numerical record of the vote upon which the recommendation is based.

21.8. Voting

- a) All voters shall vote yea or nay.
- b) A secret ballot shall be used.
- c) The motion shall be framed in the affirmative: That the candidate be granted renewal, tenure and promotion, or promotion.
- d) The Committee's recommendation shall be determined by a simple majority and failure to obtain a majority on the motion results in the defeat of the motion, and a negative recommendation shall go forward.
- e) The ballots shall be the official record of the vote and shall not be destroyed until a final decision is made on the Member's application for renewal, tenure and promotion, or promotion.
- f) The VPAD or delegate serving as Chair of the R-TPC and R-CLRC shall only cast a vote in the event of a tie.

21.9. University of Waterloo Equity Agreement Re-opener

- a) Acknowledging that Renison University College and the University of Waterloo are currently in the process of renegotiating the terms and conditions of the AFIW Equity Agreement, Members agree to re-open the sub-articles related to renewal and tenure and promotion processes if required by the University of Waterloo during the Equity Agreement renegotiation period.

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ARTICLE 22. Renewals, Tenure, and Promotion Procedures

22.1. Preamble

Universities exist to develop society's intellectual resources and to preserve its intellectual traditions. Their primary functions are to preserve, evaluate, develop, and transmit knowledge, intellectual skills, and culture. The modern university is expected to provide intellectual leadership to society, to contribute in a major way to the coordination of knowledge and the development of artistic, philosophical, scientific and technological ideas, and to provide a fertile intellectual environment in which new knowledge and ideas can evolve. To achieve these goals, faculty members must be effective and committed teachers and scholars, constantly striving to expand and communicate their knowledge, ideas and understanding for the benefit of society.

Tenure is meant to provide institutional support for academic freedom. The pursuit and dissemination of knowledge and the attainment of understanding through scholarship and teaching, which are essential functions of a university, occur best in an atmosphere in which free inquiry and discussion are fostered. Free inquiry may, at times, bring a faculty member into conflict with society, governments, or the University College itself. Tenure provides security of employment against pressures that might arise from such conflicts, in the belief that Renison University College and society at large benefit from honest judgments and independent criticisms rendered by scholars who are free from fear of possible consequences that might arise from giving offense to powerful individuals or groups.

Tenure provides stability for both individual faculty members and Renison University College. Tenure provides a faculty member with an environment conducive to long-term scholarly work. The University College, for its part, is assured of a continuing group of teachers and scholars committed to the University College, around which it can plan and from whom it can draw its academic leadership.

22.2. General Principles

- a) All processes related to renewal, permanency, tenure and promotion, and promotion are confidential.
- b) The renewal, permanency (Continuing Lecturer), and tenure and promotion standards not outlined in this Agreement are established by Academic Council. For clarity, standards detailed in this Agreement supersede those established by Academic Council.

- c) Members with tenure-track probationary-term appointments are not eligible for promotion to Associate Professor before being granted tenure. For clarity, an appointment to Assistant Professor does not result in tenure and granting tenure to an Assistant Professor carries with it appointment to the rank of Associate Professor.
- d) A Member applying for tenure and promotion from Assistant Professor to Associate Professor shall submit a single application package.
- e) A Member at the rank of Assistant Professor may apply and be considered for tenure only once, with the exception of applications for early tenure, which may be withdrawn once per Article 22.4.f.
- f) A Member shall not be considered for promotion without their consent.
- g) Members are granted permanency (Continuing Lecturer), tenure and promotion, or promotion by the Renison Board of Governors upon the recommendation of the President, who, in making their recommendation, shall consider the recommendations of the Department Tenure and Promotion Committee (D-TPC) or Department Continuing Lecturer Review Committee (D-CLR) and; the Renison Tenure and Promotion Committee (R-TPC) or Renison Continuing Lecturer Review Committee (R-CLRC).
- h) Motions to recommend renewal, permanency (Continuing Lecturer), promotion and tenure, or promotion shall be in the affirmative: That the Committee recommends that the Member's [renewal, permanency, promotion and tenure, promotion] be granted.

22.3. Progression to Second Probationary Appointment (Tenure-track)

- a) A Member holding a first probationary term is entitled to formal consideration for renewal to a second probationary term.
- b) A Member holding a probationary appointment shall be considered for a second three-year probationary term in the final year of the first probationary term.
- c) For renewal to a second three-year probationary term, the Member must demonstrate satisfactory progress toward tenure guided by the standards for tenure and promotion established by Academic Council.

- d) By June 1 of the application year, the VPAD shall provide written notification to Members in their first probationary term and their Academic Unit Lead of their forthcoming probationary term review. The Member must acknowledge receipt of notification. In doing so, the Member provides consent per Article 22.2.f to engage in the renewal review process.
- e) The Member shall meet with the Academic Unit Lead and the VPAD to discuss the renewal process.
- f) For renewal, the Member must present an application package to the D-TPC Chair by September 1. The application package must present a record demonstrating good teaching, evidence of research, scholarly, or creative work, and evidence of solid service. The application package shall include the following documents and may include other supporting documentation of the Member's choosing (per Article 22.10):
 - i) Cover letter including a written self-assessment indicating the Member's performance in each of aspect of their workload per [Article 17 – Workload of Members](#).
 - ii) Updated curriculum vitae.
 - iii) Copies of annual activity reports and related annual review letters.
 - iv) If applicable, a copy of the Member's response to the annual review letter per Article 18.8.e.
- g) The D-TPC shall assess whether the Member is making satisfactory progress toward tenure, recognizing that it may be necessary to make judgments in some areas based on potential at this stage, and make a recommendation based on a majority vote to approve or deny renewal per Article 21.8.
- h) The D-TPC Chair shall forward the Committee's written recommendation that includes an assessment of each review category and reasons for a positive or negative decision, to the VPAD and the Member by November 1.
- i) The VPAD shall consider the D-TPC's recommendation when recommending to approve or deny the Member's renewal for a second probationary term. The VPAD shall forward their written recommendation to the President by December 1.

- j) The President shall decide whether to renew the Member and shall inform the Member by December 15 in writing, including reasons, if the decision is negative.

22.4. Progression to Tenure and Promotion

- a) Tenure is a form of continuing appointment granted only to regular faculty members in the professorial ranks.
- b) A Member at the rank of Assistant Professor holding a second probationary term appointment is entitled to formal consideration for tenure and promotion to Associate Professor before their second probationary term expires.
- c) The tenure and promotion review normally occurs during the second year of the second probationary term. However, the Member may choose to postpone consideration until the third year. Employment beyond the second probationary term is possible only if tenure has been granted.
- d) A Member at the rank of Assistant Professor may be considered for tenure and promotion at any time after having completed three (3) years of full-time employment at the rank of Assistant Professor. A Member who chooses to be considered for tenure before their fifth full year of employment must initiate the process for early tenure consideration by notifying the VPAD in writing by June 1 of the review year per Article 22.3.
- e) A Member who chooses to be considered for tenure before their fifth full year of full-time employment shall not be required to adduce qualifications beyond those normally considered appropriate for tenure, nor shall the Renison Tenure and Promotion Committee lower its standards to accommodate such a candidate.
- f) A Member who is being considered for tenure before their fifth full year of full-time employment may withdraw their application for tenure and promotion at any stage before the VPAD tables their recommendation to the President. If the Member withdraws, the Member must then wait until the fifth year of their probationary term to apply for tenure and promotion.
- g) A Member who has experienced interruptions in their probationary appointment should consult [Article 29 – Interruptions in Probationary Appointments](#) for procedures on an extension to the time limit toward Tenure and Promotion.

22.5. Progression to Permanency, Continuing Lecturer

- a) Permanency is a form of ongoing appointment granted only to Continuing Lecturers.
- b) A Member at the rank of Continuing Lecturer holding a second probationary term appointment is entitled to formal consideration for permanency before their second probationary term expires.
- c) The permanency review normally occurs during the second year of the second three-year probationary term. However, the Member may choose to postpone consideration until the third year. Employment at the rank of Continuing Lecturer beyond the second probationary term is possible only if permanency has been granted.
- d) A Continuing Lecturer is ineligible for early consideration of permanency.
- e) A Member who has experienced interruptions in their probationary appointment should consult [Article 29 – Interruptions in Probationary Appointments](#) for procedures on an extension to the time limit toward permanency.

22.6. Progression to Professor

- a) A Member may apply for promotion from Associate Professor to Professor with normally five (5) years or more of university-level service at the rank of Associate Professor.
- b) A Member must initiate the review process by declaring their intent to apply for promotion to Professor by providing the VPAD written notification by June 1 of the review year.
- c) Promotion to Professor is not an assured step in the career of a faculty member, and some will not attain this rank.
- d) 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 Renison University College and other universities of comparable standing.
- e) If a Member's application for promotion to Professor is denied, the Member must wait at least two (2) years from the date of application to apply again.

- 22.7. Application Process: Permanency (Continuing Lecturer), Tenure and Promotion, or Promotion
- a) By June 1 of the application year, the VPAD shall provide written notification to Members in the penultimate year of their second probationary term, and their Academic Unit Leads, of their forthcoming tenure and promotion or permanency review process. The Member must acknowledge receipt of notification. In doing so, the Member provides consent per Article 22.2.f to engage in the renewal process.
 - b) Members who wish to apply for promotion to Professor shall notify the VPAD by June 1 of the application year.
 - c) Members who wish to meet with the VPAD about the application process for permanency, tenure and promotion, or promotion, may request a meeting with the VPAD.
 - d) Members applying for tenure and promotion, or promotion shall submit an application package that demonstrates achievements in accordance with three (3) criteria—Teaching, Scholarship, and Service—as defined in Article 22.10.
 - e) Members applying for permanent status as Continuing Lecturers shall submit an application package that demonstrates achievements in accordance with two (2) criteria—Teaching and Service—as defined in Article 22.10.
 - f) The application package shall be reviewed and evaluated by the D-TPC or D-CLRC and the R-TPC or R-CLRC, and for Members applying for promotion and tenure or promotion, their application package will also be reviewed by external assessors per Article 22.8.
 - g) Members shall submit their application for permanency, tenure and promotion, or promotion, in electronic form, including all relevant supporting documentation, by September 1 to the D-TPC Chair. External assessors will receive materials for review in electronic form.
 - h) Members applying for tenure and promotion, or promotion shall submit the names and contact information of arm’s length external assessors per Article 22.8.g to the D-TPC Chair. Members applying for promotion to Professor shall submit the names and contact information of at least five (5) arm’s length external assessors.

22.8. External Assessors for Tenure and Promotion Reviews

- a) External assessors are experts in the area(s) of the Member's areas of research and scholarship who can assess the Member's body of published works. External assessors also can assess the teaching and service portfolios provided in the application package.
- b) External assessors shall be external to both the University of Waterloo and its federated or affiliated institutions, including Renison University College, and at arm's length from the Member as defined in Article 22.8.e.
- c) Except in circumstances where the D-TPC and the Member cannot agree on a common pool of external assessors outlined in Article 22.8.i, the D-TPC shall obtain assessments from three (3) arm's length external assessors to be used during the review process considering a Member's application for tenure and promotion to Associate Professor.
- d) Except in the circumstance where the D-TPC and the Member cannot agree on a common pool of external assessors outlined in Article 22.8.i, the D-TPC shall obtain assessments from five (5) arm's length external assessors to be used during the review process considering a Member's application for promotion to Professor.
- e) An "arm's length" assessor should be an expert in the field(s) of the Member being reviewed and should not have had a close relationship with the Member. Ordinarily, individuals with whom the candidate has worked closely in the past would not be considered arm's length. However, it is acceptable for an external assessor to be a professional acquaintance.
 - i) Examples of what might not violate the arm's length requirement include but are not limited to, the following: appeared on a panel at a conference with the Member; served on a granting council selection panel with the Member; co-authored or collaborated in research with the Member more than seven (7) years ago; reviewed for publication a manuscript written by the Member; served on an association committee together.
 - ii) Examples of what might violate the arm's length requirement include but are not limited to, the following: a previous member of Renison University College, including being a visiting faculty member; a co-author or research collaborator with the Member within the past seven (7) years; a mentor or a former supervisor of the Member; a relative, friend, or anyone else with whom the Member has a personal relationship.

- f) D-TPC shall consult with the VPAD should there be any doubt about an external assessor's suitability to serve. The VPAD and D-TPC Chair shall decide whether an external assessor complies with the definition of "arm's length."
- g) For applications for tenure and promotion, the D-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 D-TPC. For applications for promotion to Professor, the D-TPC shall select five (5) assessors from a list composed of at least five (5) names submitted by the Member, and at least five (5) names determined by the D-TPC.
- h) The D-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 five (5) working days of receiving the list.
- i) If the Member and the D-TPC cannot agree on a common pool of possible assessors, the D-TPC shall select two (2) names from its list and (2) two names from the Member's list, for applications for tenure and promotion, and three (3) names from its list and three (3) from the Member's list for applications for promotion to Professor. In this case, the TPC shall consult four (4) assessors rather than three (3) for applications for tenure and promotion, and six (6) assessors rather than five (5) for applications for promotion to Professor. The D-TPC's consideration and decision regarding external assessors shall be completed on or before October 1.
- j) The Chair of the D-TPC shall solicit external assessors to review the Member's application for tenure and promotion to Associate Professor or promotion to Professor using a model letter to solicit external reference letters as agreed by the Employer and the Association. The letter shall instruct external assessors to consider the weight and nature of the candidate's teaching, research, scholarship, or creative activity, and service in a university comparable to Renison University College.
- k) Within five (5) working days of sending the packages to external assessors the D-TPC Chair shall confirm with the Member in writing that the complete application package has been sent to the external assessors.

- l) To be eligible for consideration, the external assessor's review must be submitted to the Chair of the D-TPC on or before December 15. Where an external assessor fails to meet this timeline, then the D-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 because of an external assessor's delay is not subject to a grievance.
- m) External assessors' letters are confidential to the tenure and promotion process. Members shall not have access to letters submitted by the external assessors.

22.9. In-class Teaching Observation for Continuing Lecturer Permanency Review

- a) Continuing Lecturers applying for permanency shall be observed for at least fifty (50) minutes in at least three (3) of the Member's teaching sessions conducted in the year prior to applying for permanency by three (3) different observers.
- b) The teaching observations shall be conducted by two members with experience serving on the R-TPC and one member with experience serving on the D-TPC.
- c) The Academic Unit Lead and the Member shall mutually agree upon the reviewers to ensure there is no bias or conflict of interest.
- d) Each reviewer must provide an evaluation of the observed teaching session in writing, presented to the Member, and copied to the VPAD and the Member's employment file.

22.10. Application Package for Permanency, Tenure and Promotion, and Promotion

A Member shall provide the D-TPC or D-CLRC with sufficient information for the Committee to make an evaluation and subsequent recommendation with respect to the criteria outlined in Articles 22.10.1, 22.10.2, and 22.10.3 and standards established by Academic Council. The application package shall include the following:

- a) A cover letter with a written self-assessment indicating the Member's performance in each aspect of their workload per [Article 17 – Workload of Members](#), namely research, where applicable, teaching, and service.
- b) Copies of all previous Annual Reviews.
- c) An up-to-date curriculum vitae.

- d) A teaching, research, and service dossier containing materials described in Articles 22.10.1, 22.10.2, 22.10.3.
- e) Any additional information the Member believes is relevant to the fair assessment of their application.

22.10.1. Assessment Criteria and Application Content: Teaching

- a) To demonstrate performance in teaching, the candidate shall provide a teaching portfolio, which shall include the following:
 - i) A teaching philosophy statement.
 - ii) Course descriptions and syllabi or outlines of courses taught in the preceding five years before application.
 - iii) Three (3) teaching observation reports, where relevant, per Article 22.9 (Continuing Lecturers).
- b) To demonstrate performance in teaching, the candidate may provide additional information that would be helpful in communicating their teaching accomplishments. The supplementary materials may include, but are not limited to, the following:
 - i) Letters of reference from colleagues;
 - ii) Student feedback and input, in the format of the Member's choice. The D-TPC, D-CLRC, R-CLRC, and R-TPC will refrain from soliciting student input on the Member's behalf.
 - iii) Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops, or conferences on teaching.
 - iv) Exemplary course materials and other documentary evidence of teaching or course development performance.
 - v) Written input from the Academic Unit Lead of a corresponding University of Waterloo department in which the Member teaches or mentors students, if applicable.

22.10.2. Assessment Criteria and Application Content: Research and Scholarship

- a) To demonstrate performance in professional research and scholarship, the candidate shall provide a research portfolio that includes the following:
- i) Where feasible, printed or electronic (preferred) copies of relevant scholarly or creative work (or at least citations for such work) and a description of any work in progress. Scholarly work includes publications that are peer-reviewed or invited and formally accepted for publication by reputable journals or publishers, including, but not limited to, books, textbooks, journal articles, and book chapters. Members may include printed or electronic (preferred) copies of publications including, but not limited to, the organization and synthesis of existing knowledge, bibliographies, conference proceedings, reviews, internet resources, creative works, government or community reports, or creative forms of knowledge mobilization.
 - ii) Citation or program information about keynote addresses, conference presentations, or symposium and workshop facilitation relevant to the Member's research and scholarship.
- b) To demonstrate performance in professional research and scholarship, the candidate may provide additional information that would be helpful in communicating their research and scholarly accomplishments. The supplementary materials may include, but are not limited to, the following:
- i) Citations by others in the field.
 - ii) Evidence of receipt of grants, fellowships, or awards.
 - iii) Evidence of participation in funded research.
 - iv) Substantial creative works relevant to the discipline or scholarly field which have been made public.
 - v) Documentary evidence of exemplary practice in professional fields, which may include written research, policy or practice monographs, or government or community reports.

- vi) Evidence of external peer recognition of the Member's expertise, such as invitations to present keynote addresses at conferences, to participate in expert panels, or to serve as a content expert reviewer, referee, contributor, or editor for a credible professional or scholarly publication, funding agency, or other academic institution.
- vii) Evidence of public impact of the Member's research and scholarship, such as media coverage, invitations to present at public events, or evidence of influence on public decision-making processes, curricula, or professional practice.
- viii) Written input from the Academic Unit Lead of a corresponding University of Waterloo department in which the Member has research affiliations, if applicable.
- ix) Any other relevant material the candidate believes would be helpful to the committee in understanding the history and impact of their scholarship.

22.10.3. Assessment Criteria and Application Content: Service

- a) To demonstrate performance in service, the candidate shall present a service portfolio that shall include the following supporting documentation:
 - i) A statement about the Member's approach and commitment to service leadership and service support.
 - ii) Description of service undertaken and a summary of contributions in the following service areas: Academic Unit; Renison University College; the University of Waterloo, and the Member's discipline and wider scholarly community.
 - iii) For each service activity, the Member may explain the nature of the role; identify the term or duration of the mandate, and briefly describe the work undertaken and its impact, including effort that demonstrates leadership and initiative.

- b) To demonstrate performance in service, the candidate may provide additional information that would be helpful in communicating their service-related accomplishments. The supplementary materials may include, but are not limited to, the following:
 - 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.
 - v) Written input from the Academic Unit Lead of a corresponding University of Waterloo department in which the Member has service commitments, if applicable.

22.11. Procedures of Department Tenure and Promotion Committee (D-TPC) and Department Continuing Lecturer Renewal Committee (D-CLRC)

- a) The D-TPC and D-CLRC shall assess the Member's overall record of performance using the appropriate criteria and standards pursuant to this Article. The D-TPC and D-CLRC shall request from the Member any additional information it deems necessary or relevant to make a recommendation.
- b) In the event any negative information is presented to the Committee, the Member shall be provided with such information in writing and shall be provided with a reasonable opportunity to respond to the negative information before the application is sent to external reviewers or any vote is to take place by the Committee. This includes information regarding the completeness of required application materials per Article 22.10.
- c) The D-TPC shall identify external assessors and the Chair of the D-TPC shall recruit and solicit letters of assessment from external assessors, in accordance with Article 22.8.

- d) The D-TPC or D-CLRC shall review all application materials, including the letters from external assessors, and shall make a recommendation concerning the permanency, tenure and promotion, or promotion by majority vote in accordance with Article 21.8.
- e) If the Committee reaches an initial decision to recommend that permanency (Continuing Lecturer), tenure and promotion, or promotion be denied, the Committee shall provide the Member with a statement of reasons, with a copy to the VPAD and the Association on or before February 1, assuming the review timeline has not been adjusted. The Member shall be given ten (10) working days to respond either in writing or by appearing in front of the D-TPC or D-CLRC to offer an oral response, or both. If the Member chooses to appear in front of the D-TPC or D-CLRC, the Member may be accompanied by a representative of the Association of their choosing, subject to limitations defined in Article 21.7.g. The Committee shall take into consideration the Member's submission and oral presentation, if applicable, and make its final recommendation to the R-TPC or R-CLRC.
- f) The D-TPC or D-CLRC Chair shall present the Committee's recommendation in writing to the R-TPC or R-CLRC Chair per Article 22.11.g. The recommendation letter shall describe the review process, and provide an evaluative summary of the Member's accomplishments in the relevant areas of workload per [Article 17 – Workload of Members](#) integrating the external assessors' assessments of the application. The recommendation letter shall also include a numerical record of the vote upon which the recommendation is based.
- g) The D-TPC or D-CLRC Chair shall submit the Committee's recommendation to the R-TPC or R-CLRC Chair by February 1.

22.12. Procedures of the Renison Tenure and Promotion Committee (R-TPC) and Renison Continuing Lecturer Renewal Committee (R-CLRC)

- a) Both the Renison Tenure and Promotion Committee and the Renison Continuing Lecturer Renewal Committee are chaired by the VPAD, who reports the Committee's recommendations to the President. When the VPAD is unable to carry out Committee responsibilities, the President shall designate a replacement.
- b) The D-TPC or D-CLRC Chair shall be invited to present a summary of the Committee's assessment of the Member's application package and answer any questions members of the R-TPC or R-CLRC may have. The D-TPC or D-CLRC Chair shall not be present during confidential deliberations of the R-TPC or R-CLRC leading up to the secret-ballot vote.

- c) The R-TPC and R-CLRC shall request from the Member any additional information it deems necessary to make a recommendation. The Member shall be invited to appear before the Committee, or if the Member prefers, they shall be allowed to make written submissions to the Committee for the purpose of presenting additional information, oral and/or written, as they deem appropriate. In appearing before the Committee, the member shall have the right to be accompanied by a representative of the Association of their choosing, subject to limitations defined in Article 21.7.g.
- d) The R-TPC or R-CLRC shall review all application materials, including the letters from external assessors, and shall make a recommendation concerning the permanency, tenure and promotion, or promotion by majority vote in accordance with Article 21.8.
- e) The R-TPC and R-CLRC recommendation shall be based on the documentation presented and evidence heard, and on the recommendation of the related department-level committee. The R-TPC and R-CLRC recommendation shall include a numerical record of the vote upon which the recommendation is based.
- f) The R-TPC and R-CLRC shall keep a confidential record of minutes to be held by the Office of the VPAD. Included in the minutes shall be records of all of the Committee's recommendations and the reasons for them, and the numerical record of votes.
- g) Negative D-TPC or D-CLRC recommendations will also be reviewed by the R-TPC or R-CLRC unless the Member has chosen to withdraw their application pursuant to Article 22.4.f. For clarity, only a Member undergoing early tenure consideration per Articles 22.4.d, e, and f may withdraw their application.
- h) The Chair of the R-TPC or R-CLRC shall make the Committee's 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 sent at the same time to the Member on or before March 15.

22.13. Procedures by the President

- a) The President shall receive the R-TPC or R-CLRC's recommendation and submit their recommendation to the Board of Governors at the first reasonable opportunity but no later than April 30 for a decision on the Member's application.

- b) 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.
- c) The President or their designate shall inform the Member, in writing, of the Board's decision to grant or deny renewal, permanency (Continuing Lecturer), tenure and promotion, or promotion by May 15.
- d) Where the decision is to deny renewal, permanency (Continuing Lecturer), tenure and promotion, or promotion, the President shall provide the Member with the reasons in writing, along with a summary of external assessors' reports (where applicable).
- e) Where renewal, permanency (Continuing Lecturer), tenure and promotion, or promotion is granted, the effective date shall be July 1.

22.14. Appeals to the President

- a) The candidate may appeal to the President in writing if they believe that the D-TPC, D-RCLC, R-TPC, or R-CLRC failed to follow the procedures outlined in this Agreement. The written appeal must be received within ten (10) working days of any rendered decision.
- 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 relevant committee will take whatever steps are necessary and appropriate to fairly address the identified failure in process and allow the case to proceed in the normal fashion.
- d) If the President does not uphold the Member's appeal, the Member shall be notified in writing of the outcome, with reasons.
- e) The President's decision shall be final except for an alleged failure of the Employer to comply with the procedures of this Agreement. In such a case, an arbitrator does not normally have the authority to grant tenure or promotion as a remedy.

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ARTICLE 23. Non-Disciplinary Termination of Appointments

- 23.1. 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 13- Discipline](#).
- 23.2. Definite Term Appointments
- a) Definite Term Appointments shall terminate at the date specified within the employment contract.
- 23.3. Probationary Appointments
- a) 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*.
- b) 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 22 – Renewals, Tenure, and Promotion Procedures](#).
- 23.4. All Appointments
- a) The Employer may terminate a Member's employment for reasons of Program Redundancy or Financial Exigency in accordance with [Articles 45 – Program Redundancy](#) and [46 – Financial Exigency of this Agreement](#).

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ARTICLE 24. Privacy

24.1. 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.

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ARTICLE 25. Sabbatical Leaves

25.1. Preamble

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. Sabbatical Leaves are an essential part of the academic cycle and recognize that full-time tenured Members are required to develop as researchers, scholars, and teachers throughout their careers. Sabbatical Leaves are to serve the objects of Renison University College and the professional goals of the Member by providing Members with a regular opportunity to maintain and enhance their academic and professional competencies free from normal teaching and service obligations. Sabbatical Leaves are an essential part of the academic cycle and recognize that full-time tenured Members are required to develop as researchers, scholars, and teachers throughout their careers. Sabbatical Leaves are intended to promote Members' scholarly and pedagogical pursuits, and professional activities that are beneficial to the Member and Renison University College through sustained periods of advanced and concentrated study, contemplation, creative work, research, and scholarly writing. Sabbatical leaves may also serve to widen Members' professional contacts by extending range of contacts to other people, places, experiences, and ideas.

- 25.2. Sabbatical leaves may be granted to those Members who, at the time of their application, hold a tenured appointment (except for the pre-tenure Early Sabbatical Leave detailed in Article 25.14).
- 25.3. Sabbatical leaves may be granted for a consecutive period of either six (6) months or twelve (12) months, during which period the Employer shall maintain the Member's benefits at their normal level.
- 25.4. Sabbatical leaves shall be taken at frequencies no more than once every three years.
- 25.5. The scheduling of sabbatical leaves shall be subject to arrangements made to cover the Member's absence that are satisfactory to the Academic Unit and the VPAD.
- 25.6. Sabbatical Leaves shall not be automatic.
- 25.7. The Member shall execute the approved sabbatical plan for its intended purposes in good faith, including any necessary changes to the sabbatical plan for unexpected and unforeseen circumstances.

25.8. In arriving at a decision to recommend to the President to approve or deny a Member's sabbatical leave request the following items shall be considered:

- a) An application, which includes a clear, coherent, and feasible research and/or professional development plan with expected outcomes.
- b) The merits of the application will be considered as related to the objectives set out in Article 25.1 and its value to the professional development of the Member and benefit to Renison University College.
- c) Where applicable, evidence of external funding or formal publishing contracts will be considered in this criterion.
- d) The recommendation of the Member's Academic Unit Lead.
- e) The report filed after the previous Sabbatical Leave, if applicable;
- f) The Member's Annual Activity Reports and related Annual Activity Report Evaluations pertaining to research and scholarship since the last Sabbatical Leave, or in the preceding years before applying for a Sabbatical Leave. If the Member's sabbatical plan is primarily teaching-related, the Member's Annual Activity Reports and related Annual Activity Report Evaluation pertaining to teaching shall be considered.

25.9. Employer-requested Sabbatical Leave Deferral

- a) The Employer may require a Member to defer their approved sabbatical leave for operational reasons.
- b) Normally, a sabbatical leave will not be deferred for more than twelve (12) months.
- c) When the sabbatical deferral is at the request of the Employer
 - i) The Employer will first invite Members to voluntarily defer an approved sabbatical leave.
 - ii) Where two or more Members have approved sabbatical leaves, and a volunteer to defer a sabbatical leave does not come forward, the Member with the greatest number of years since their last sabbatical leave will receive priority consideration to receive the sabbatical leave at the requested time.

- iii) Where all decision-making criteria are equal and a volunteer to defer a sabbatical does not come forward, the decision will be made by lottery. The Employer will conduct the lottery in the presence of a member of the Association Executive.
- iv) Where the Employer requires the Member to defer their one-year sabbatical leave the Member may apply the accrued sabbatical leave credit toward a salary top-up valued at 7.5% of their nominal salary for each year of deferral.
- v) Total salary from the Employer during a sabbatical leave may not exceed one hundred percent (100%) of the normal salary for the period.

25.10. Sabbatical Leave While on an Approved Leave of Absence

- a) Sabbatical leave shall not be taken while a Member is on an approved leave of absence or partial leave of absence.
- b) 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 Academic Unit Lead and the VPAD. The rescheduled portion of the sabbatical, in such cases, shall be scheduled so that the overall sabbatical includes the same number of regularly scheduled teaching terms as defined in Articles 25.12.a, or 25.13.a.

25.11. Sabbatical Leave Credits

- a) A Member will receive one (1) sabbatical credit for each full month of active service at Renison University College as defined in [Article 17: 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.
- b) Sabbatical credits shall not accrue while a member is absent on a paid or unpaid leave, other than as set out in Article 25.11.a.
- c) Unused sabbatical credits do not expire and shall continue to accumulate throughout a Member's career at Renison University College.
- d) Sabbatical credits shall only be used for negotiating sabbatical leaves and, where applicable, sabbatical salary top-up. Sabbatical credits do not have any monetary value if a Member resigns or retires from Renison University College.

- e) Sabbatical credit for service as Academic Unit Lead shall be calculated according to Article 34.6.c, d, or e.
- f) The Employer shall provide each Member with the balance of sabbatical credits accrued on an annual basis.

25.12. Twelve-month (12) Sabbatical Leave

- a) A twelve-month sabbatical leave shall mean leave from normal teaching and service duties for two (2) teaching terms normally required in a twelve (12) month period plus one (1) non-teaching term.
- b) A Member can apply for a twelve-month (12) sabbatical leave with the accumulation of a minimum of seventy-two (72) sabbatical leave credits. With seventy-two (72) sabbatical leave credits, a Member may apply for a twelve-month leave at eighty-five percent (85%) salary, which consumes seventy-two (72) sabbatical credits. With one hundred eight (108) sabbatical leave credits, a Member may apply for a twelve-month leave at one hundred percent (100%) salary, which consumes one hundred eight (108) sabbatical credits.
- c) Twelve-month sabbatical leaves shall normally be taken during an academic year. For clarity, a twelve-month sabbatical will normally begin on September 1 and conclude on August 31 of the following year.

25.13. Six-month (6) Sabbatical Leave

- a) A six-month sabbatical leave shall mean leave from normal teaching and service duties for one (1) term of the two (2) teaching terms normally required in an academic year plus one-half of a non-teaching term.
- b) A Member may apply for a six-month (6) sabbatical leave with the accumulation of at least thirty-six (36) sabbatical credits. With thirty-six (36) sabbatical leave credits, a Member may request a six-month sabbatical at eighty-five percent (85%) salary, which consumes thirty-six (36) sabbatical credits. With seventy-two (72) sabbatical credits, a Member may apply for a six-month sabbatical leave at one hundred percent (100%) salary.

- c) The number of course releases for a six-month sabbatical leave shall alternate between two and three-course releases. For clarity, Members taking a first six-month sabbatical leave will teach two courses in the academic year of the sabbatical leave. Members who take a subsequent six-month sabbatical leave will teach three courses in the academic year of the sabbatical leave. Further sabbatical leaves will alternate according to the same pattern if the Member applies for one or more subsequent six-month sabbatical leaves. In an academic year when the six-month sabbatical leave results in a three-course teaching load, the Member will be eligible to apply for a research-based course release (Article 17.7).
- d) Six-month sabbaticals shall begin on July 1 or January 1.

25.14. Six-month (6) Early Sabbatical Leave

- a) The six-month early sabbatical leave is intended to provide pre-tenured Members with a sustained period of concentrated study to advance their research portfolio necessary for consideration for tenure and promotion to the rank of Associate Professor.
- b) Pre-tenure Members are eligible for a special pre-tenure six-month early sabbatical leave at one hundred percent (100%) salary and three course releases after a minimum of three years of regular service. The Member must apply for the pre-tenure leave per Article 25.18.a.
- c) The early sabbatical leave will normally be taken in year one of the second three-year probationary period.
- d) If a Member elects not to take a six-month early sabbatical leave at one hundred percent (100%) salary, the Member shall receive one six-month sabbatical at one hundred percent (100%) salary during their first sabbatical leave post-tenure. For clarity, if a Member elects to take a six-month sabbatical consuming thirty-six 36 credits, the sabbatical will be remunerated at one hundred percent (100%) of their nominal salary. If a Member elects to take a twelve-month sabbatical consuming seventy-two (72) credits, the first six months of the twelve-month sabbatical will be remunerated at one hundred percent (100%), and the second six months of the twelve-month sabbatical will be remunerated at eight-five percent (85%) of the nominal salary.

25.15. Sabbatical Credit Advance for Exceptional Circumstances

- a) A Member who receives a national or international fellowship or another exceptional academic opportunity may submit a special sabbatical application before the Member has accrued sufficient sabbatical credits necessary for sabbatical leave under Articles 25.12 and 25.13. The Employer will consider the application and, at its sole discretion, may grant a sabbatical credit advance so the Member can take an early sabbatical leave.
- b) A Member shall be eligible for a subsequent sabbatical leave following the early sabbatical leave only after accruing the normal sabbatical credits plus the balance of sabbatical credits advanced for the exceptional circumstances sabbatical leave.

25.16. Outside Remuneration During Sabbatical Leave

- a) 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.

25.17. Sabbatical Credits for Reduced Load Appointments

- a) Sabbatical credits for a Member on a Reduced Load shall be pro-rated in accordance with Article 17.19.g.

25.18. Sabbatical Leave Application Timeline

- a) For a six-month sabbatical leave, Members shall apply for the leave in writing to their Academic Unit Lead, copied to the VPAD, no later than October 15 for a leave commencing July 1, and no later than March 15 for a leave commencing January 1 of the following academic year.
- b) For a twelve-month sabbatical leave, a Member shall apply for the leave in writing to their Academic Unit Lead, no later than October 15 for a leave commencing September 1 of the following academic year.
- c) Where an Academic Unit Lead applies for a sabbatical leave, they shall apply for the leave in writing to the VPAD according to the timelines outlined in Articles 25.18.a and b.

25.19. Application for Sabbatical

- a) A Member shall apply for a sabbatical leave in writing to their Academic Unit Lead or, in the case of the Academic Unit Lead to the VPAD, according to the timelines in Articles 25.18.a and b. Applications materials shall include:
 - i) A Sabbatical Leave Form that contains information required to adjudicate the sabbatical application;
 - ii) A clear, coherent, and feasible scholarly, creative, or professional development plan with expected outcomes to be undertaken during the leave;
 - iii) The location of the proposed scholarly, creative, or professional activities or projects;
 - iv) A description of the potential benefits of the sabbatical leave to the Member and how the sabbatical agenda could benefit Renison University College;
 - v) Where applicable, the status and outputs of any scholarly projects or impact of professional development undertaken in the previous sabbatical leave;
 - vi) Where applicable, a copy of the previous sabbatical leave report;
 - vii) The Member's current curriculum vitae;
 - viii) Where applicable, a description of funding commitments from granting agencies (e.g., Tri-council, Foundations) or written commitment from a publisher (e.g., book contract);
 - ix) If applicable, declaration of a plan for graduate or undergraduate student research supervision during sabbatical leave;
 - x) If applicable, declaration of outside employment or fellowships during sabbatical leave;
 - xi) If applicable, declaration of arrangements made for absence from administrative appointments;
 - xii) The percentage (e.g., 85%, 100%) of salary level expected during the leave;
 - xiii) The number of sabbatical credits to be consumed;

xiv) Any other information the Member wishes to provide.

25.20. Adjudication of Sabbatical Application

- a) Within two (2) weeks of the submission deadline the Academic Unit Lead shall forward the Member's application to the VPAD with a letter evaluating the application based on the criteria detailed in Article 25.8.
- b) Once the submission deadline detailed in Article 25.18 has passed, the VPAD shall review all sabbatical applications and consider the Academic Unit Lead's appraisal of each application.
- c) The VPAD shall recommend to the President in writing that the Employer approve, defer, or deny the application based on the criteria in Article 25.8.
- d) The President shall notify the Member in writing, with a copy to the Association, of their decision, with reasons if the decision is to defer or deny.
- e) The President shall bring forward their recommendation for approval to the Board of Governors at its next scheduled meeting.
- f) The President shall communicate to the Member in writing, with copy to the Association, the Employer's decision on a sabbatical application, within one (1) week of the Board meeting.
- g) The President shall notify Academic Council about sabbaticals granted by the Employer.

25.21. Sabbatical Review Appeals Process

- a) Should the Member wish to appeal the decision of the President, the Member shall, within fifteen (15) business 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 the sabbatical leave 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.

25.22. Return from Sabbatical

- a) 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.
- b) Within four (4) months of the leave's end, the Member shall submit a written report outlining outcomes achieved and progress made on the approved sabbatical leave plan.

25.23. Sabbatical Credit and Salary Chart

Sabbatical Credits	6-Month Leave at 85% Salary	6-Month Leave at 100% Salary	12-Month Leave at 85% Salary	12-Month Leave at 92.5% Salary	12-Month Leave at 100% Salary
12					
24					
36	X	X*			
48					
60					
72		X	X		
84				X**	
96					X***
108					X

- a) * Pre-tenured Members may apply for a six-month early sabbatical leave at 100% salary and consume 36 sabbatical credits per Article 25.14.
- b) **Where the Employer has required a Member to defer their twelve-month sabbatical leave by one year, the Member may apply the accrued sabbatical credit as 7.5% top-up of their nominal salary. In this case, the Member would receive a twelve-month sabbatical leave at 92.5% of their nominal salary and consume 84 sabbatical credits per Article 24.9.

- c) *** Where the Employer has required a Member to defer their twelve-month sabbatical leave by two years, the Member may apply the accrued sabbatical leave credit as 15% top-up of their nominal salary. In this case, the Member would receive a twelve-month sabbatical leave at 100% salary and consume 96 sabbatical credits per Article 24.9.

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ARTICLE 26. Pregnancy, Parental, and Adoption Leaves

26.1. General

- a) Providing enhanced benefits during pregnancy and parental leaves of absence is a standard offering within the post-secondary sector. This arrangement helps ensure the University College continues to attract and retain talented and engaged employees and aligns with Renison's strategy of being an equitable and diverse community and workplace. This policy supports Renison's goals of teaching, research, and service excellence by assisting employees in meeting their family responsibilities as they also succeed in their careers. Renison's investment in benefits for eligible employees is recognition for their long-term contributions to Renison's success.
- b) This article addresses leaves of absence and benefits for eligible Members associated with the birth or adoption of a child, and measures available to Members and their managers to facilitate the Member's return to work following the leave of absence.

26.2. Legal Framework

- a) This article will be construed in accordance with applicable law, in particular:
 - i) *Employment Standards Act, 2000, S.O. 2000, c. 41 ("ESA")*
 - ii) *Employment Insurance Act, S.C. 1996, c. 23*
 - iii) *Broader Public Sector Accountability Act, S.O. 2010, c. 25 ("BPSAA")*
 - iv) *Human Rights Code, R.S.O. 1990, c. H.19 ("OHRC")*
 - v) *The University of Waterloo Act 1972, S.O., 1972, c. 200 ("The University of Waterloo Act 1972")*.
- b) If any of these legal provisions are modified, abrogated, superseded, or added to, the policy will be interpreted in accordance with the new legal framework. When necessary (e.g., the legal provisions change regarding access, eligibility, length, or benefit amount), the article will be revised to ensure consistency with the new legal provisions.

- c) Members are entitled to pregnancy, parental, and adoption leave in accordance with the *Employment Standards Act, 2000*, as may be amended. Entitlements and applicable supplemental benefits are based on the eligibility categories following the University of Waterloo's Policy 14 – Pregnancy and Parental Leaves (including Adoption), and the Return to Work, and as may be amended from time to time.
- d) Members who anticipate applying for leave under this article should discuss plans with their Academic Unit Lead prior to the expected date of birth or as soon as possible in case of adoption and should contact Renison Human Resources for information and forms.
- e) Under the *Ontario Employment Standards Act, 2000*, eligible Members who are pregnant or new parents have the right to unpaid time off work. These job-protected leaves will be referred to as "ESA Pregnancy Leave" and "ESA Parental Leave." ESA leaves are the minimum required by law. Renison provides eligible Members with leaves of absence that exceed these minimum requirements. Article 26.4 defines and describes associated leaves of absence referred to as Pregnancy Leave and Parental Leave.
- f) Under the federal *Employment Insurance Act (EI)*, eligible Members receive EI Maternity and Parental benefits during a pregnancy or parental leave of absence. These benefits will be referred to as "Maternity EI benefits" and "Parental EI benefits."
- g) Members must apply to Service Canada for EI benefits. UW Human Resources, through Renison Human Resources, upon request, will produce the Member's Record of Employment (ROE), which is required to process their EI application. Members can begin their EI application before their ROE is issued but Service Canada will not process their claim and begin their benefits until the ROE is received. In addition to EI, Members may be eligible for benefits from Renison that provide financial support during their leave of absence. Article 26.8 defines these benefits, which are referred to as "Supplemental Maternity Benefits" and "Supplemental Parental Benefits."

26.3. Employee Eligibility Criteria

- a) For Pregnancy Leave, Parental Leave, Supplemental Maternity Benefits, and Supplemental Parental Benefits, there are four eligibility categories. A Member's category is determined at the commencement of each leave, as follows:
 - i) Category 1: Tenured, continuing or tenure-track faculty, and Members holding a position without an end date.

- ii) Category 2: All Members, not in Category 1, with at least 5 years of employment.
 - iii) Category 3: All Members not in Categories 1 or 2 with between 2 and 5 years of expected employment.
 - iv) Category 4: All other Members not in Category 1, 2 or 3
- b) In determining the total period of employment for the eligibility category, separate periods of employment will be added together provided the appointment intensities were all at least 33% and the time between employment periods was less than 26 weeks. Leaves of absence (e.g., sick leave, long-term disability, an unpaid leave of absence or any legislated leave of absence) occurring during a period of employment are counted as part of that single period of employment. Periods of employment by Renison University College or the University of Waterloo available because of one's status as a student (for instance, Teaching Assistantships, Research Assistantships, Co-op placements) do not count as a period of employment for the purposes this article.

26.4. Pregnancy and Parental Leaves (aligned with UW Policy 14)

- a) The Pregnancy Leave and Parental Leave are job-protected unpaid leaves of absence available to eligible Members who are new parents. They are enhanced versions of the [ESA Pregnancy Leave](#) and [ESA Parental Leave](#) building upon the minimum leaves set by the ESA. The following descriptions of the Pregnancy Leave and Parental Leave should be reviewed in conjunction with descriptions of the ESA leave terms to understand the full scope of the leaves available to Members.
- b) Members in eligibility categories 1, 2, or 3 (see Article 26.3.a) are eligible for Pregnancy Leave and Parental Leave. Members in category 4 may be eligible for ESA Pregnancy Leave and ESA Parental Leave.
- c) Members should understand this Article, and may consult Renison HR, prior to determining and discussing their plans with their Academic Unit Lead. They have the right to contact their union for assistance at any point.

26.5. Pregnancy Leave

Statements in the following descriptions beginning with an asterisk "*" indicate an enhancement to the ESA's minimum requirements or an administrative requirement.

- a) Eligible pregnant Members have the right to take an unpaid leave of absence of up to 17 weeks, or longer in certain circumstances.

- b) *Eligibility does not require a minimum employment period.
- c) *Pregnancy Leave is not normally to be used when an illness or injury prevents a pregnant Member from performing the essential duties of their position unless they are ineligible for sick leave. Pregnant Members eligible for sick leave should contact UW Occupational Health to discuss their case and commence pregnancy leave upon the earlier of the due date or delivery. Pregnancy-related sick leave will precede pregnancy leave.
- d) Pregnancy Leave can begin 17 weeks before the Member's due date and up to the due date (or date of birth if earlier). In cases when the birth is overdue, the leave of absence will be extended to the birth date, and thus can be longer than 17 weeks.
- e) The leave start date is at the discretion of the Member, though the Member must provide Renison with the required written notice.
- f) *The Member must provide Renison HR with a certificate from a medical practitioner (which may include a medical doctor, a midwife, or a nurse practitioner) stating the baby's due date.
- g) The Member must submit written notice of leave to their Academic Unit Lead and Renison HR at least two weeks before the start date. Two months' notice is preferred, to facilitate planning in the Member's unit. Retroactive notice of leave is possible in cases of unexpected early birth.
- h) *A Member who has a miscarriage or stillbirth more than 17 weeks before the due date is encouraged to seek support and discuss sick leave with a medical practitioner and UW Occupational Health.
- i) *In the event of a medical practitioner-confirmed pregnancy loss or stillbirth within the 17-week period preceding the due date, the Member is entitled to up to 17 weeks of leave after the date of the loss. This leave is in addition to any leave the Member has already taken.
- j) A Member who wishes to return to work earlier than 8 weeks after giving birth must provide UW Occupational Health with written approval from their medical practitioner (a medical doctor, a midwife or a nurse practitioner).

- k) To change the scheduled leave end date, the Member must submit written notice to their Academic Unit Lead and Renison HR at least four weeks before the rescheduled end date. Members who have not previously scheduled a return to work date and want to return to work before using all 17 weeks of Pregnancy Leave must also provide their Academic Unit Lead and Renison HR written notice four weeks before their return to work.
- l) Renison cannot require a Member to return from leave early.

26.6. Temporary Return to Work Option

- a) A birth parent on Pregnancy Leave may request a temporary return to work before they begin their Parental Leave. In all other cases, a return to work, even on a part-time basis, ends the Pregnancy and/or Parental Leave even if the Member continues to receive EI benefits.
- b) To be considered for a temporary return to work, Members must submit their written request to their Academic Unit Lead at least four weeks before the proposed temporary return to work start date. If a Member wishes to teach in the temporary return to work period, the written request must be submitted at least 16 weeks before the proposed temporary return to work start date. Written approval must be given (with a copy to Renison's Human Resources) by the Member's Academic Unit Lead. Considerations for approval of the request include:
 - i) The proposed return to work must be in the best interests of both the Member and Renison.
 - ii) The start date for the subsequent Parental Leave must be within 78 weeks of the birth (or adoption).
 - iii) The temporary return to work period is a minimum of 4 weeks and a maximum of 52 weeks. (This period may shorten the Member's eligibility period for EI benefits.)
 - iv) The Member's role and if they have been or will be replaced by a temporary full-time employee while on Pregnancy Leave and Parental Leave.
 - v) The return-to-work dates and how they correspond to the start and/or end dates of academic terms.
 - vi) The Member's Academic Unit Lead must inform the applicant of the decision within ten business days.

26.7. Parental Leave

- a) Eligible new parents have the right to take an unpaid leave of absence of up to 61 weeks (if Pregnancy Leave has been taken) or up to 63 weeks (if Pregnancy Leave has not been taken).
- b) *Eligibility does not require a minimum employment period.
- c) The right to a Parental Leave is separate from the right to Pregnancy Leave. A birth parent may take both pregnancy and parental leave.
- d) The leave of absence period can commence up to 78 weeks (possibly later for birth parents) after the child is born or the date the child first came into the Member's care, custody, and control.
- e) In addition to a birth or adoptive parent, a "parent" also includes a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own.
- f) The leave start date is at the discretion of the Member, though the Member must provide Renison with the required written notice.
- g) *The Member must provide Renison HR with a certificate from a medical practitioner (which may include a medical doctor, a midwife, or a nurse practitioner) stating the baby's birth date.
- h) The Member must submit written notice of leave to the relevant Academic Unit Lead and Renison HR at least two weeks before the start date. Two months' notice is preferred, to facilitate planning.
- i) To change the scheduled leave end date, the Member must submit written notice to their Academic Unit Lead and Renison HR at least four weeks before the rescheduled end date. Members who have not previously scheduled a return-to-work date and want to return to work before using all of their available Parental Leave must also provide their Academic Unit Lead and Renison HR written notice four weeks before their return to work.
- j) Renison cannot require a Member to return from leave early.

26.8. Supplemental Maternity and Parental Benefits

- a) Renison provides supplemental benefits through administration of the program at UW. The combined EI income and the supplemental benefits provided will not exceed the Member's base pay. If the Member is eligible for EI but their EI benefit payable is reduced due to other sources of income, the supplemental benefits provided will not exceed the amount payable if the EI benefit had not been reduced.
- b) Table 1 defines the access and level of maternity and parental supplemental benefits (duration and percentage of base pay) for the Member eligibility categories (Article 26.3.a). The supplemental benefits are defined by the percentage of base pay received by the Member, considering both the EI benefit received and the Renison benefit provided. The table defines benefits for those eligible for EI (depending on the Parental EI Benefit duration option selected) and those not eligible for EI. Members in eligibility categories 1, 2, or 3 who are not eligible for EI benefits are only eligible for supplemental benefits if they are within their first year of employment when the leave begins.
- c) Every Member applying for Supplemental Maternity Benefits or Supplemental Parental Benefits must apply for EI benefits. Although EI eligibility is not required to receive the Supplemental Maternity Benefit or Supplemental Parental Benefit, a Member must provide Renison Human Resources with their EI Benefit Statement or proof they have been deemed ineligible for EI benefits before supplemental benefits are paid. As a Member's EI eligibility status can change from ineligible to eligible while receiving supplemental benefits from Renison, it is the Member's responsibility to reapply and, if eligible, receive EI benefits. Failure to do so may result in UW and Renison requiring them to pay back the amount they should have received from EI but instead received from Renison. Members must notify Renison Human Resources as soon as they become aware of the outcome of any such EI reapplication and change in eligibility.
- d) Supplemental maternity and parental benefits are calculated in accordance with the pay cycle and distributed evenly based on the expected weekly base pay less the EI benefit rate. If a Member is eligible for EI but, due to other sources of income their EI benefit payable is reduced from their EI benefit rate, supplemental benefits will be calculated based on the EI benefit rate (i.e., the unreduced benefit). For the purposes of this Article, weekly pay is defined as the Member's annual base pay, which includes paid holidays as defined in UW Policy 38 (see also the UW HR website), divided by 52 (the number of weeks in the year).

e) **Table 1.** Maximum duration and level of supplemental UW income benefit for Members in each eligibility category and all EI benefit levels.

Eligibility Category	Waiting Period	Maximum Duration and level of Supplemental Income Benefit Relative to Employment Insurance (EI)		
		EI standard parental benefits <i>(55% EI parental benefit, up to 35 weeks)</i>	EI extended parental benefits <i>(33% EI parental benefit, up to 61 weeks)</i>	Not eligible for EI (i.e. accumulated less than 600 insured hours of work in the 52 weeks prior to application for EI)
Category 1 & 2	None	Maternity 15 weeks (first 8 weeks at 100%, next 7 weeks at 95%) Parental - not shared^{iv} 20 weeks (95%)	Maternity 15 weeks (first 8 weeks at 100%, next 7 weeks at 95%) Parental - not shared^{iv} 20 weeks (supplemental income equivalent to standard EI column ⁱ)	Maternity 15 weeks (first 8 weeks at 100%, next 7 weeks the supplemental income equivalent to standard EI column ⁱ) Parental - not shared^{iv} 20 weeks (supplemental income equivalent to standard EI column ⁱ)
Category 3	12 month waiting period	Maternity 15 weeks (first 8 weeks at 100%, next 7 weeks at 95%) Parentalⁱⁱ-not shared^{iv} 4 weeks for every year ⁱⁱⁱ of expected employment ^v yielding a maximum of 20 weeks total	Maternity 15 weeks (first 8 weeks at 100%, next 7 weeks at 95%) Parentalⁱⁱ-not shared^{iv} 4 weeks for every year ⁱⁱⁱ of expected employment ^v (supplemental income equivalent to standard EI column ⁱ) yielding a maximum of 20 weeks total	Maternity 15 weeks (first 8 weeks at 100%, next 7 weeks the supplemental income equivalent to standard EI column ⁱ) Parentalⁱⁱ-not shared^{iv} 4 weeks for every year ⁱⁱⁱ of expected employment ^v (supplemental income equivalent to standard EI column ⁱ) yielding a maximum of 20 weeks total
Category 4	N/A	N/A	N/A	N/A

- i) Equivalent supplemental RUC income amounts for a Member on the extended EI parental benefits are paid out in an equivalent way to what would be paid if the Member selected the standard EI parental benefits (same payment schedule and same payment amounts from Renison).
- ii) Regular faculty in Category 3 who satisfy the waiting period have access to at least 17 weeks of supplemental parental benefits.
- iii) Supplemental benefits are prorated for partial years and then rounded up to the nearest full week.
- iv) Supplemental Parental Benefits are available to both parents provided they are both eligible Members. In that case, Supplemental Parental Benefits and associated leaves of absence can be taken concurrently.
- v) "Expected employment" includes all completed years of service with Renison, as well as the full term of the Member's expected continued employment with Renison, where a contract for a continued term of employment has been signed at the time that the leave of absence is taken.

26.9. Supplemental Maternity Benefits

- a) Eligible Members receive up to 15 weeks of Supplemental Maternity Benefits while on Pregnancy Leave. The 15 weeks can start as early as 12 weeks before the expected date of birth and can end as late as 17 weeks after the actual date of birth. If a pregnant Member is unable to work for medical reasons, sick leave may apply (if the Member is eligible for sick leave) until the earlier of the date of birth or due date, and the Pregnancy Leave with Supplemental Maternity Benefits will then commence.
- b) For the first eight weeks of Pregnancy Leave, Renison will pay eligible birth parent Members Supplemental Maternity Benefits of 100% of their base pay less any EI Maternity Benefit the Member receives. After eight weeks, for up to seven additional weeks, Renison will pay eligible Members 95% of base pay less their EI amount (defined as the lesser of 55% of their base pay or the EI maximum), regardless of the EI received. Adoptive parents are eligible to share the non-medical related Supplemental Maternity Benefits for up to seven additional weeks.

- c) In the event of a pregnancy loss during a Pregnancy Leave in week 20 of the pregnancy or later, Supplemental Maternity Benefits will be paid for up to eight weeks immediately following the loss. This is in addition to any Supplemental Maternity Benefits previously received during the Pregnancy Leave. For the total Supplemental Maternity Benefits period (before the pregnancy loss and/or up to eight weeks after the loss) the program will pay Supplemental Maternity Benefits of 100% of base pay less any EI Maternity Benefit for the first eight weeks, and 95% of base pay less their EI amount, regardless of the EI received, for the remaining weeks.

26.10. Supplemental Parental Benefits

- a) Eligible Members receive up to 20 weeks of Supplemental Parental Benefits while on Parental Leave. See Table 1 for details for each eligibility category. The access, duration and amount of the Supplemental Parental Benefit is unaffected by EI eligibility. Members receiving Parental EI Benefits can choose between two options, standard benefits, and extended benefits. This decision has no impact on the Supplemental Parental Benefits payment schedule and amounts Members receive. The Supplemental Parental Benefit is 95% of the Member's base pay less their EI amount (the lesser of 55% of their base pay or the standard parental EI maximum), regardless of EI received.
- b) Supplemental Parental Benefits are available to both parents provided they are both eligible Members. In that case, Supplemental Parental Benefits and associated leaves of absence can be taken concurrently. Consistent with EI regulations, supplemental parental benefits can start any time after the baby is born or adopted (for the birth parent, after Supplemental Maternity Benefit payments stop) but will expire after 52 weeks (standard parental) or after 78 weeks (extended parental).
- c) Non-birth parents eligible for Supplemental Parental Benefits have an option to exchange three weeks of the maximum Supplemental Parental Benefit to which they are entitled (see Table 1) for an earlier, separate block of 10 paid days (at 100% pay) around the time of the birth or adoption so they can support and care for the birth parent and any other children in the family. As soon as they know they wish to make this exchange, Members are to notify their Academic Unit Lead who is in turn responsible for notifying Renison Human Resources.

- d) Members who have not reached five years of employment and voluntarily terminate their employment with Renison may be required to repay some or all of their Supplemental Parental Benefits. Specifically, these are Members who voluntarily terminate their employment prior to completing the years of employment utilized to determine the length of their supplemental parental benefit period(s). The repayment amount depends on the difference or shortfall between the expected years of employment utilized for supplemental benefit period determination and the actual period of employment at the time of voluntary employment termination. For every year of this shortfall, the repayment amount is four weeks of their previously received supplemental parental benefit payments. The actual repayment amount will be prorated for partial years and rounded to the nearest full week.
- e) A description of repayment requirements for each Member Eligibility Category, example scenarios, and a summary table of repayment requirements are included in Article 26.17. Repayment requirements are waived for Members who return to work (e.g., equivalent to their pre-leave employment level) for at least six months after their Pregnancy Leave or Parental Leave has ended.

26.11. Continuation of Mandatory Benefits During Leave

- a) While receiving supplemental income benefits from Renison during their Pregnancy Leave and/or Parental Leave, Members must continue their pension and benefits contributions on the same basis as immediately before their leave of absence. Required premiums and contributions are deducted by Human Resources from Supplemental Maternity Benefits and Supplemental Parental Benefits.
- b) For periods of a Pregnancy Leave and/or Parental Leave where no supplemental benefits from the program are payable, participation in the pension plan is optional but continuation of benefits is mandatory unless equivalent coverage elsewhere is demonstrated. Members who choose not to contribute to the pension plan during this time will not accrue full pension plan service credits, reducing their pension accrual. Payment of required premiums and contributions must be arranged with Renison Human Resources.
- c) Members should consult the registered pension plan documentation and Renison Human Resources for further information.

26.12. Tenure and Sabbatical Considerations

- a) 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:
 - i) One year on notification to the VPAD for any RUC or ESA Pregnancy Leave.
 - ii) One year on notification to the VPAD for a RUC or ESA Parental Leave for a non-birth parent spanning 16 or more weeks.
 - iii) One or two years, as decided by the faculty member, on notification to the VPAD for UW or ESA Pregnancy and Parental Leaves spanning 68 or more weeks when combined.
- b) 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, if practicable, will be rescheduled within the next three (3) years in consultation with the Academic Unit Lead and VPAD. The rescheduled portion of the sabbatical, in such cases, shall be scheduled so that the overall sabbatical includes the same number of regularly scheduled teaching terms as defined in Articles 25.12.a or 25.13.a.
- c) Probationary faculty members continue to accumulate service credit towards sabbatical eligibility during pregnancy or parental leaves. Since probationary Members are eligible only to apply for the six-month early sabbatical leave at full salary described in Article 25.14, the limitations on the accrual of time served towards sabbatical leaves do not apply. Sabbatical credit accumulated while on a probationary contract may be applied toward eligibility for sabbatical leave that begins after the Board of Governors' decision on a Member's tenure application.

26.13. Salary and Vacation Entitlement

- a) The length of pregnancy, parental, or adoption leave has no negative effect on a Member's performance appraisal or salary. The Annual Review process (described in [Article 18 – Annual Activity Report and Review Process](#)) 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).

- b) Members will continue to accrue vacation credits while on leave, provided they comply with the vacation policy. Where possible, outstanding vacation credits should be taken prior to the beginning of the leave.

26.14. Returning to Work: Teaching Duty Adjustments

- a) The resumption of work after a pregnancy, parental, or adoption leave can be challenging for the returning Member. This section defines the effect of a leave on the teaching workload of a Member returning to work and provides a transparent and equitable tool to calculate non-teaching terms.
- b) Teaching assignments normally span an entire academic term, with the teaching of partial courses being atypical. A leave of absence under this Article will not routinely overlap precisely with entire academic term(s), so an adjustment to the teaching workload for Members returning from pregnancy, parental, or adoption leave is necessary. Table 2 is to be used for teaching workload adjustments based on 17-week academic terms, specifying the number of academic terms in which a Member is not required to teach for all possible leave lengths. Translating Table 2 into the number of courses (e.g., teaching tasks) requires only that the nominal teaching load of the Member on leave is known (e.g., average number of courses per academic term, which is the average number of courses per year divided by 3).
- c) In order to maintain equity across Renison, Academic Unit Leads are prohibited from providing teaching workload adjustments subsequent to a pregnancy, parental, or adoption leave of absence that differ from the process defined in this Article, even if they benefit the Member. In addition, the teaching workload adjustments will provide extra time for Members to fully re-engage in research, scholarship, graduate supervision, or service work, for which no workload adjustments are made.

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- d) **Table 2.** Total number of academic terms with no teaching tasks assigned for Members taking a pregnancy, pregnancy plus parental, parental, or adoption leave of absence.

Length (weeks) of Pregnancy plus Parental Leave of Absence	Number of associated academic terms with no teaching tasks assignedⁱ
1 to 7 weeks	Weeks/17 (1/17 to 7/17)
8 to 10 weeks	1
11 to 22 weeks	2
23 to 39 weeks	3
40 to 56 weeks	4
57 to 78 weeks	5

- i) This includes the terms when the Member would be on leave. If a birth parent's pregnancy and parental leaves are two separate periods, the total time on leave is to be used. For example, consider a birth parent taking a 35-week leave (pregnancy immediately followed by parental leave) that starts in the middle of the winter term, overlaps the entire spring term and then finishes in the middle of the fall term. This parent would have three terms where no teaching tasks would be assigned and their normal teaching duties would be eliminated.
- e) The resulting teaching workload adjustments (i.e., a reduction in the number of teaching tasks) must be viewed relative to the teaching workload that would have occurred if the Member was not on leave. Teaching workload adjustments must be used within two (2) years of the Member returning to work.
- f) The following workload assignment protocols are in addition to the adjustments above:
- i) A Member at the rank of Assistant Professor, Associate Professor, or Professor returning from leave will teach in no more than two of the ensuing three full terms, provided they would not regularly teach in all three terms. This limit applies to other Members returning from a leave if their normal sequence of teaching duties involves one non-teaching term per year.

- ii) If a Member returns to an academic term in progress, the above limit applies to the first full term back and the following two (2) terms.
- iii) In the case of a temporary reduced workload arrangement under Article 17.19, this limit is to be applied to three (3) full terms immediately following the temporary workload arrangement.
- iv) If a Member is scheduled to teach in their first full term after returning from leave, they are to be provided an opportunity to teach only course(s) they have previously taught.
- v) A Member returning from leave must not be scheduled to return to classroom duties (online or on campus) until at least one (1) week after the end of the leave. In cases where a Member schedules a vacation period immediately at the end of the leave of absence, they must not be scheduled to return to the classroom duties until at least one (1) week after the end of this vacation period.

26.15. Returning to Work: Optional Arrangements

- a) The return to work after a pregnancy, parental, or adoption leave may be a difficult time for some individuals. Where possible a reduced workload arrangement may be available to help transition new parents back into their career. During such an arrangement, Renison will continue to provide benefits as per Article 17.19. Members who wish for additional temporary reduced workload beyond what is authorized in this Article must arrange this separately under Article 17.19.
- b) Members returning from leave are eligible for a temporary reduced workload of as low as 50% under this Article unless they return to work earlier than their scheduled leave end date and they have been replaced with a new full-time hire. As such, eligibility for some Members may require waiting for their scheduled leave end date. Salary is adjusted proportionately to reflect reduction of work. Temporary reduced workload arrangements must be for a minimum of 12 weeks and end within 78 weeks (63 weeks for the non-birth parent) of the Member beginning their Pregnancy Leave, or Parental Leave for the non-birth parent. All such temporary arrangements will be scheduled to end in a) December b) April or c) August.
- c) The leave of absence must be terminated on the day before the period of temporary reduced workload begins. During the temporary reduced workload, no supplementary Pregnancy or Parental benefits will be paid by Renison.

- d) Members selecting this temporary arrangement must notify their Academic Unit Lead in writing at least 16 weeks prior to the start of the temporary workload arrangement. This notification shall include the start date of their Pregnancy Leave, or Parental Leave for the non-birth parent, and the proposed start and end dates of the temporary reduced workload arrangement. Reduced workload duties must be agreed to by the Member, Academic Unit Lead, and VPAD, and documented. For a reduced workload arrangement spanning two full terms or more, assigned duties will normally include teaching beyond graduate student supervision. Written confirmation of the arrangement must be provided (with a copy to Renison Human Resources) by the Member's Academic Unit Lead. Changes to an agreed upon reduced workload percentage are possible if agreed upon in writing by the Member, Academic Unit Lead, and VPAD.

26.16. Continuing Research Support for Faculty on Leave

- i) Members holding research funding are strongly encouraged to contact the Office of Research to learn about their specific options while on leave and the corresponding eligibility criteria.
- ii) The salary budget for a Member on a Pregnancy Leave or Parental Leave continues to be available while the Member is on leave. Renison recognizes that research continuity is a challenge and an issue of equity, particularly for female Members with laboratory- or field-based research programs. Individuals who are planning a pregnancy or parental leave and have such research program continuity concerns should discuss ongoing research support during the leave directly with the VPAD.

26.17. Supplemental Benefit Repayment Requirements

- a) Members in Category 1 (per Article 26.3) are entitled to receive supplemental parental benefit payments from the commencement of their employment. Those who receive this benefit but then voluntarily terminate their employment before contributing five years to Renison must repay the benefit received in accordance with their length of employment.
- b) Members in Category 2 (per Article 26.3) are never required to repay any portion of the supplemental parental benefit payments received even if they voluntarily terminate their employment at the end of their leave.

- c) Members in Category 3 are entitled to receive supplemental parental benefit payments following 12 months from the commencement of their employment. The benefit duration depends on their expected length of employment based on their single period of employment, as defined in Article 26.3, which can include current and historical contracts and appointments. The repayment provision depends on their actual length of employment upon voluntary termination relative to the expected period of employment.

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d) **Table 3.** Supplemental benefit repayment requirements. Summary for Members in eligibility category 1 or 3 who voluntarily terminate their employment prior to their single period of employment reaching five (5) years.

Expected Period of Employment at the Start of a Parental Leave	Supplemental Parental Benefit Payment Durationⁱ	Period of Employment at Voluntary Termination	Supplemental Parental Benefit Repayment Required^{ii,iii}
1 year	None (12-week waiting period)	Not applicable	Not applicable
2 years	8 weeks	1.5 years	2 weeks
		2 years	None
3 years	12 weeks	1.5 years	6 weeks
		2 years	4 weeks
		3 years	None
4 years	16 weeks	1.5 years	10 weeks
		2 years	8 weeks
		3 years	4 weeks
		4 years	None
5 years	20 weeks	1.5 years	14 weeks
		2 years	12 weeks
		3 years	8 weeks
		4 years	4 weeks
		5 years	None
> 5 years and Category 1 Members	20 weeks	1 year	16 weeks
		2 years	12 weeks
		3 years	8 weeks
		4 years	4 weeks
		5 years	None

i) For Members who do not collect the supplemental parental benefit for the maximum durations listed in this column, the benefit repayment required is reduced accordingly (by the number of available weeks of benefit not collected).

- ii) The actual repayment amount will be prorated for partial years and then rounded to the nearest full week.
- iii) No repayment is required for employees who have returned from their pregnancy, parental, or adoption leave for at least six (6) months.

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ARTICLE 27. Leaves without Pay

- 27.1. 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 AUL. Such leaves require the approval of the VPAD. Normally, such leaves are not granted during probationary appointments.
- 27.2. 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.
- 27.3. In exceptional cases, a leave without pay may be renewed, on application, for a second year.
- 27.4. 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.
- 27.5. 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.

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ARTICLE 28. Special Leaves

- 28.1. 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.

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ARTICLE 29. Interruptions in Probationary Appointments

- 29.1. The Employer recognizes that approved leaves of absences may prevent the fulfillment of duties and reduce the time available to prepare for permanency or tenure consideration.
- 29.2. Time on an approved leave of absence will not normally count toward the eligibility requirements for progression toward permanency or tenure and promotion. A Member, however, may choose to decline a break in continuity in relation to eligibility requirements for progression toward permanency or tenure and promotion.
- 29.3. A Member whose first probationary appointment is interrupted by an approved leave of absence in excess of four (4) months (continuous) may submit a request, in writing, to the VPAD that their appointment be extended by the duration of the leave of absence. The total active employment, including the extension, shall not exceed the length of the original probationary appointment.
- 29.4. A Member whose second probationary appointment is interrupted by approved leave(s) of absence in excess of four (4) months (continuous or combined) may submit a request, in writing, to the VPAD that their application for Tenure and Promotion be deferred for up to one year. If the deferral is approved, the employment contract will be extended for the same amount of time. Requests for extensions shall not be unreasonably denied.
- 29.5. Where the timing of a return from leave does not allow the Member to fully participate in the tenure and promotion and permanency schedule detailed in Article 22, the probationary contract will be extended to the subsequent June 30 to allow the Member to fully participate in the relevant review process.
- 29.6. Extension to Time Limit Toward Permanency (Continuing Lecturer) or Tenure and Promotion due to Covid-19-related Considerations

- a) Recognizing the extraordinary circumstances caused by the COVID-19 pandemic that may have negatively impacted a Member's ability to execute research activity and may have required a Member to adapt the ways they teach, tenure-track faculty who received a second probationary term on or before July 1, 2021, will automatically receive a one-year extension on their tenure clock and an automatic one-year extension to their second probationary contract.
- b) Any Member hired on or before July 1, 2022, may enact Article 29.7 to have a COVID-related reason considered an extraordinary personal circumstance.

29.7. Extension to Time Limit Toward Permanency (Continuing Lecturer) or Tenure and Promotion due to Extraordinary Personal Circumstances

- a) Any Member may request deferral of evaluation for renewal, permanency (Continuing Lecturer) or tenure and promotion and a corresponding contract extension as a reasonable accommodation for extraordinary personal circumstances up to one (1) year. When approved, the Member will receive an extension to their second probationary contract of up to one (1) year.

29.8. Extension to Time Limit Toward Permanency (Continuing Lecturer) or Tenure and Promotion in Cases of Pregnancy, Parental, or Adoption Leaves.

- a) Extensions to the time limit toward permanency or tenure and promotion in cases of pregnancy, parental, or adoption leaves are detailed in Article 26.12.

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ARTICLE 30. Political Leave

- 30.1. 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 28 – Special Leaves](#).
- 30.2. 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.
- 30.3. 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.
- 30.4. Years on political leave shall not count towards sabbatical credits or towards eligibility for tenure or promotion.
- 30.5. Recipients of political leave shall not lose years previously accrued towards sabbatical credits.
- 30.6. Political leaves shall not exceed six (6) years.
- 30.7. 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 AUL 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 AUL and the Member shall meet as soon as possible to clarify timelines 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 AUL shall send the joint memorandum to the VPAD, whose primary role is to ensure that the arrangements made are fair to all concerned.

- 30.8. 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.

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ARTICLE 31. Jury and Witness Duty Leave

- 31.1. 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 a court of law;
 - 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.

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ARTICLE 32. Bereavement Leave

32.1. 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.

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

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ARTICLE 33. **Vacation**

- 33.1. 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.

- 33.2. 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 Academic Unit Lead, or, in the case of the AUL or Librarian Member, the VPAD.

- 33.3. 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.

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ARTICLE 34. Faculty Compensation

- 34.1. 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.
- 34.2. 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.
- 34.3. As of May 1, 2023, the salary floors and thresholds shall be:

	Floor	Threshold 1	Threshold 2
Lecturer	\$66,849	\$159,243	\$198,792
Assistant Professor	\$86,160	\$188,976	\$228,345
Associate Professor	\$108,442	\$188,976	\$228,345
Professor	\$138,153	\$188,976	\$228,345

- a) Lecturers shall be referenced to the Lecturer rank.
- 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 19.9.b, shall be compensated at a Lecturer salary until their doctorate is achieved. Beginning in the month immediately following successful defense 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.
- 34.4. Scale Increase
- a) Effective May 1 of each year, the annual scale change described in Article 34.4.c shall be applied to the salary floors, thresholds. Otherwise, changes in these amounts shall require the mutual agreement of the Association and the Employer.

- b) Prior to the application of the Progression Through the Ranks set out in Article 34.5, on May 1 of each year of this agreement Member salaries shall be subject to scale increase according to the schedule described in Article 34.4.c.
- c) The scale increase shall be as follows:

Start Date	Scale Increase
May 1, 2023	3%
May 1, 2024	3%
May 1, 2025	2%
January 1, 2026	0.5%

34.5. Progression Through the Ranks (PTR)

- a) 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 18 – Annual Activity Report and Review Process](#).
- b) 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.
- c) 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.
- d) PTR amounts: Effective May 1, 2023, the Progression Through the Ranks amount shall be \$4,172 and shall increase on May 1, 2024 and May 1, 2025 in accordance with the scale increases defined in Article 34.4.c.
- e) The applicable PTR shall be added to the Member’s base salary, except as follows:
 - i) Members with a salary at or above T1 shall receive fifty percent (50%) of the annual PTR as an adjustment to base salary.
 - ii) Members with a salary at or above the T2 shall only receive salary increases through promotion and scale adjustment to base salary.

- iii) The Librarian's Member's T1 and T2 are set at seventy-five percent (75%) of the Associate Professor Threshold.
 - iv) Members on a fractional load (less than full-time load and salary) will have their PTR pro-rated in accordance with the fractional load.
 - v) For members on a reduced workload to retirement plan per [Article 43 – Reduced Workload to Retirement](#), the PTR will be first calculated based on the nominal salary and subject to applicable reductions per sub-articles 34.5.e.i and ii.
- f) A new Member's PTR shall be pro-rated based on their date of hire into the Bargaining Unit.

34.6. Additional Provisions for Academic Unit Leads

- a) In addition to salary and PTR described in this article, Academic Unit Leads shall receive a stipend of \$8,400 per annum. The Employer shall pay stipends on the same monthly schedule as other forms of compensation.
- b) Academic Unit Leads shall receive three (3) course releases per academic year, which are normally taken in the academic year in which they are given.
- c) A Member, holding the rank of Assistant Professor, Associate Professor, or Professor, who has served as an Academic Unit Lead will accrue one-half (1/2) sabbatical credit per month of administrative service as an Academic Unit Lead (for a total of six (6) sabbatical credits for one year of service) in addition to the normal accrual of sabbatical credit.
- d) Members who began their terms as Academic Unit Leads prior to July 1, 2022 will continue to receive and be eligible to use administrative credits as detailed in the first Collective Agreement (May 1, 2020 to April 30, 2023). For clarity, these Members would not receive additional sabbatical credits as outlined in Article 34.6.c.
- e) A Member, holding the rank of Continuing Lecturer, who has served as an Academic Unit Lead will receive one course release after the completion of six (6) years of administrative service as an Academic Unit Lead. If the Member completes less than six (6) years as an Academic Unit Lead, they will receive a prorated sessional stipend based on the number of years served as an Academic Unit Lead.

34.7. The Employer shall provide each Member annually, on or before June 30, a letter confirming the Member's salary and accumulated sabbatical credit(s) earned during the preceding academic year.

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ARTICLE 35. Faculty Professional Expense Reimbursement Plan

35.1. The Faculty Professional Expense Reimbursement Plan (FPER) is a reimbursement plan rather than an allowance. Renison University College provides its best effort to ensure that reimbursement of expenses under the plan, as a non-taxable benefit to faculty, is accepted by the Canada Revenue Agency (CRA). Should reimbursement of expenses be deemed otherwise by CRA, Renison University College will not be held responsible or liable for any claim whatsoever arising therefrom.

35.2. The plan requires the claimant to provide proof of purchase and payment for each item. Normally, an original invoice/receipt provides the necessary documentation. Members may consult [UW Finance Resources](#) for information about the information that the CRA requires on an invoice/receipt.

35.3. All Members are entitled to an annual professional expense amount.

a) For Members in Tenured, Tenure-track or Continuing Lecturer appointments, the professional expense amount will be as follows:

Fiscal Year	FPER Amount
2023-2024	\$2020
2024-2025	\$2080.60
2025-2026	\$2125.68

b) For Members in Definite-term Lecturer appointments, the professional expense amount will be equivalent to 50% of the amount specified in 35.3.a. FPER funds will expire at the end of the Definite-term contract and will not roll over to any subsequent contract.

c) Members on a reduced load appointment are eligible for a prorated amount.

d) Members in their first year of employment and those with fractional-load appointments are eligible for a pro-rated professional expense allowance.

e) Members in their final year of employment are eligible for a full allowance, though expenses claimed must be incurred and submitted to the Office of Finance during the period of employment.

35.4. Eligible and Ineligible Expenses

- a) All goods purchased under this plan are the property of Renison University College.
- b) Eligible expenses include those directly related to the performance of teaching, research, and professional duties. Eligible expenses are as follows:
 - i) Membership fees for professional associations or learned societies related to member's discipline. The membership period must begin or end in the claim period. Membership fees related to the Association are ineligible.
 - ii) Fees for professional development, such as conference or course registration.
 - iii) Books, journals, subscriptions, or other similar professional publications. The item must be received (not just ordered) in the claim period.
 - iv) Costs to prepare and complete scholarly manuscripts (e.g., page fees, print charges, etc.).
 - v) Computer and connectivity equipment used for business purposes. Due to emerging technology, the list of eligible equipment is more inclusive and defined more broadly. Examples of eligible equipment include computer equipment (e.g., monitor, CPU, printer, laptop, tablet), cell phone/smart phone.
 - vi) Supplies related to day-to-day business activity that are expendable in nature. (e.g., office supplies, software, and business cards). To be prudent in spending Renison funds, Members are expected to explore and consider the existing free [collaboration tools provided by the University of Waterloo](#) before purchasing licenses for any paid products. Documentation of the rationale for choosing a paid product over one of the free ones provided should be included (such as what features are not available).
 - vii) Furniture for use at Renison University College or at home is not an eligible expense.

- viii) Travel costs associated with attending relevant scholarly conferences, conducting scholarly work or expenses related to business networking. Eligible items must be consistent with the University of Waterloo's [Policy 31: University Expenses](#) (revised May 14, 2021) and relevant [Guidelines for Expenses](#) (revised May 14, 2021) related to University Business Expenses and Hospitality Expenses.
- ix) Usage fees for cell phone, internet access, or conferencing services where the usage is primarily for business purposes. If the usage is not primarily for business purposes or the usage plan is a family or shared (minutes/data) plan, only the portion related to Renison University College business is eligible. The maximum business portion for a family plan is 50 percent.
- x) The cost of academic regalia.
- xi) An expense originally paid for by Renison University College and subsequently reimbursed is not eligible under the plan. Examples include but are not limited to photocopying, telephone calls, telephone features, and software purchased from an Academic Unit.

35.5. Claiming Eligible Expenses

- a) All expenses will be charged to a special FPER account code associated with each Member's home Academic Unit. Charges to different or additional accounts are not permitted. For clarity, no expense may be split between the FPER account and any other account.
- b) Expenses claimed must be incurred during the period of employment with Renison University College. Each claim submission can only include expenses incurred during the period April 1 of the previous year to March 31 of the current salary year.
- c) Members must submit completed claims with all necessary approvals to the Office of Finance electronically no later than ten (10) business days after March 31 of the salary year. Members are responsible for adhering to submission deadlines set by their Academic Unit for approval of FPER expense claims.
- d) Only complete, accurate and properly authorized claims will be processed for payment by the Office of Finance. Claims that are not properly completed will be returned directly to the Claimant.
- e) Each eligible faculty member may submit up to two electronic claims per year.

- f) The total reimbursement for the claim year per Article 35.5 shall not exceed the Member's FPER allotment.
- g) Expenses incurred during the claim year that were not submitted cannot be carried forward, without exception. For example, all FPER claims for expenses in the 12 months ending March 31, must be submitted ten (10) business days following the March 31 deadline. FPER-related expenses for the FPER claim year will not be accepted after that date.
- h) Prepayment for an activity that starts and finishes after the March 31 deadline per Article 35.5 cannot be claimed in the preceding claim year.
- i) Requests for an advance of funds are not permitted, and prepayment for an activity that starts and finishes after March 31 cannot be claimed in the claim year preceding March 31. For clarity, this includes prepayments for items where the goods or services will be received in the future. Examples include, but are not limited to, prepayment for books, airfare, or conferences. If eligible, the expense may be claimed in the period (typically the next claim period) when the goods or services are received.
- j) Eligible expenses that exceed the annual maximum allowance can be carried forward for up to three years, provided they were submitted in the year they were incurred. After three (3) years, the expense carry forward will be reduced by the expiring amount.
- k) Unspent allowance can be carried forward for a period of up to three years. Allowances not claimed by April 30 of a given year will be automatically carried forward into the next year. After three (3) years, the unspent carry forward will be reduced by the expiring amount.

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ARTICLE 36. Pension Plan and Shared Benefit Programs

- 36.1. The University of Waterloo has a common pension plan and a number of common group benefit programs for eligible employees (See the [Memorandum of Agreement between the University of Waterloo and the Faculty Association of the University of Waterloo, Article 11](#)) as amended from time to time.
- 36.2. 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.
- 36.3. 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.
- 36.4. The Employer's sole obligation under this Agreement with respect to pension and benefits, subject to Article 36.6, is to remit premiums and/or matching contributions in accordance with this Article.
- 36.5. The Employer agrees to make inquiries on behalf of any Member, with the Member's consent, contesting an unreasonable denial of benefits.
- 36.6. 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.

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ARTICLE 37. Tuition Benefits

37.1. Members are eligible for the Tuition Benefit as set out in [Policy 24: Tuition Benefit for Children of Faculty and Staff](#) at the University of Waterloo, as may be amended from time to time.

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ARTICLE 38. Research Grants

- 38.1. Renison University College is committed to supporting the research and scholarship work of its academic staff. Renison understands that research is a vital element of the work undertaken at Renison University College.
- 38.2. External research grant applications are coordinated through the Office of Research and Research Finance at the University of Waterloo.
- 38.3. Renison Research Grants
 - a) The Renison Research Grant supports research activities among full-time tenure-track and tenured professors, and lecturers with a continuing appointment with a service reduction in lieu of research following Article 17.10. The Employer shall make available an annual budget of at least \$12,000 for the Renison Research Grants.
 - b) Renison Research Grants shall be distributed twice per academic year in the Fall and Winter terms. Half of the research funds should be distributed in the Fall term and the other half in the Winter term. If half the funds are not distributed in the Fall term, the remaining funds shall roll over to the Winter term for distribution, up to the total annual budget. If the total amount of available funds has not been distributed by the end of the Winter term, the funds will not carry forward to the following year.
 - c) The Research Committee shall establish the Renison Research Grant priority areas and assessment criteria and terms guiding the adjudication. Any changes to the priority areas and assessment criteria shall only come into effect at the beginning of an academic year.
 - d) Unless changed through a motion of Academic Council, Renison Research Grants will not normally exceed \$2,000 and applications from pre-tenure Members shall be given priority.
 - e) The Research Committee will normally adjudicate proposals and recommend to the VPAD how the funds should be distributed to Members according to the terms defined in Article 38.3.b. The VPAD will confirm awards to each recipient.
 - f) Applications for Renison Research Grants will be due by October 1 and February 1. Awards will normally be adjudicated, and notices will be delivered by November 15 and March 15.

- g) Awarded grant funds will expire on November 15 or March 15 of the following year, depending on when the grant was awarded following Article 38.3.f. All expenses must be reconciled with the Offices of Finance, Human Resources, and the VPAD within 45 days of the expiration date of research funds.
- h) Grant recipients who overdraw their awarded Renison Research Grant for items eligible under the Faculty Professional Expense Reimbursement must use their FPER funds to cover the costs.
- i) Grant recipients who overdraw their awarded Renison Research Grant by more than fifteen (15%) percent and are unable to refund the overdraft amount through FPER funds shall be ineligible to apply for a Renison Research Grant for two (2) years. A Member at the rank of Assistant Professor without tenure may request to the VPAD that this Article be waived for exceptional and extenuating circumstances. At the VPAD's discretion, the Article may be waived for pre-tenured Members.
- j) Grant recipients may request an extension to the availability of grant funds to the VPAD no later than 30 days before the grant's expiration date. At the VPAD's discretion, the availability of grant funds may be extended.
- k) Grant recipients shall submit a summary report of Members' use of the funds to the VPAD within three (3) months after the grant funds expire per Article 38.3.g.
- l) Any research outcome supported partially or in whole by the Renison Research Grant must clearly acknowledge the funding support from Renison University College.
- m) A Member may appeal a decision regarding Renison Research Grants to the VPAD, who shall consult with the Research Committee and the President. The VPAD's decision is binding.

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

- a) 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.)

- b) Depending on the nature of the external grant, cash contributions should not normally exceed \$5,000. Where eligible, matching funds must also be solicited from sources at the University of Waterloo (e.g., Office of Research; Faculty of Arts; Faculty of Health) in an amount that matches or surpasses the amount provided by Renison University College. Commitments of cash contributions from Renison University College are subject to budgetary considerations. A cash contribution commitment made by Renison to the Member will be binding.

38.5. CRA Tax Benefit for the Researcher

- a) Under certain conditions, a Member who performs research during sabbatical leave or research that extends beyond normal duties when not on leave may apply for a research grant in lieu of regular salary in accordance with the Canadian Revenue Agency's Income Tax Folio [S1-F2-C3 Scholarships, Research Grants and Other Education Assistance](#).
- b) Renison University College will consider requests from Members who wish to receive research grants in lieu of regular salary.
- c) 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 Academic Unit Lead and the President. The proposal, signed by the Member and the AUL, 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.
- d) The parties agree that while the Employer may approve the research grant in lieu of regular salary,
 - i) 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
 - ii) any questions with respect to the eligibility of expense deductions must be resolved between the Member and the CRA.

- e) The parties agree that the Member is solely 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.

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ARTICLE 39. Legal Liability and Travel Coverage for Accidental Death and Dismemberment (AD&D)

- 39.1. The Employer shall maintain liability insurance applicable to civil claims against Members acting within the scope of their employment.
- 39.2. 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.
- 39.3. Upon request, the Employer shall provide the Association President with a copy of the insurance policies under this Article.
- 39.4. 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.

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ARTICLE 40. Academic Unit Leads (Chairs and Directors)

40.1. Preamble

An Academic Unit Lead will be a person of academic stature, appointed for their intellectual and administrative abilities, devotion to education and research, and qualities of leadership. The Academic Unit Lead will normally be a tenured associate professor or professor who has the ability to create an environment conducive to the growth of intellectual life within the Academic Unit and to maintain the confidence and cooperation of their colleagues.

The Academic Unit Lead, as an officer of Renison University College, has the role of representing the particular Academic Unit's policies and points of view. The Academic Unit Lead will report directly to Renison's Vice President Academic and Dean. In addition, the Academic Unit Lead is a member of the university's academic leadership team and, as such, contributes to the academic mission of the University College through formal and informal venues, and interacts with Academic Unit Leads and other academics and academic support leaders at Renison University College.

Within the Academic Unit, the Academic Unit Lead is responsible for providing academic and administrative leadership. In providing this leadership, the Academic Unit Lead shall consult with the members of the Academic Unit, providing them with an adequate basis of information concerning its operations, and ascertaining their views and ideas concerning the various aspects of departmental operations. The Academic Unit Lead normally will call regular department meetings, but alternative formal mechanisms of consultation may be developed.

The principal duties of an Academic Unit Lead shall include the advancement of the academic mission of the unit, the upholding of the highest academic standards, the assignment of equitable responsibilities, the management of the departmental budget, the implementation of the academic program, the oversight of the Academic Unit's support staff, the allocation of space, the carrying out of annual performance reviews, and recommendations on matters pertaining to promotion and tenure and new appointments and reappointments. The procedures followed by the Academic Unit Lead in all matters shall be governed by prevailing Academic Unit and University College practices and policies, including University of Waterloo policies to which Renison University College adheres. Significant changes to Academic Unit practices or procedures should not be made without wide consultation.

40.2. Eligibility to Serve as an Academic Unit Lead

- a) Academic Unit Leads (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 Professors or Professors.
- b) In the case where a Continuing Lecturer with permanent status is selected to serve as an Academic Unit Lead, they will not be able to serve as a decision-maker on the following items related to tenure-track or tenured appointments: tenure and promotion or promotion; appointments; sabbaticals; or where a tenure-track or tenured Member is required to serve. In such cases, an Academic Unit Lead shall appoint a delegate.

40.3. Academic Unit Lead Terms of Appointment

- a) Normally, the Academic Unit Lead's term of office will begin on July 1.
- b) The first term of office for an Academic Unit Lead is four years, renewable for two years, for a total of six (6) years.
- c) Reappointment beyond a second consecutive term should be considered unusual and will occur only if there is a compelling reason as specified by the nominating committee, along with strong support throughout the Academic Unit.
- d) If the Academic Unit Lead is on an approved leave of absence or otherwise unable to fulfill the duties of Academic Unit Lead for a period equal to three (3) weeks or longer, the VPAD shall consult with the Academic Unit and appoint an Acting Academic Unit Lead. The Acting Academic Unit Lead shall receive compensation on a prorated basis and the Academic Unit Lead's compensation shall be prorated for the absence.
- e) When an Academic Unit Lead takes an approved leave, their term shall be extended by an equal length of time.
- f) The VPAD shall not normally serve as Academic Unit Lead, nor as Acting Academic Unit Lead.
- g) In the event of resignation from the role of Academic Unit Lead, the Member shall provide written notification to the VPAD, normally the equivalent of one academic term.

40.4. Responsibilities and Duties of Academic Unit Leads

Academic Unit Leads exercise academic leadership for the University College. Academic Unit Leads 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) Support the advancement of the academic mission of the unit and the University College.
- b) To represent the Academic Unit's interests within Renison University College.
- c) To represent the Academic Unit's interests within AFIW and the University of Waterloo.
- d) To consult with and report back to members of the Academic Unit on the business of Renison University College, including Academic Council, Dean's Advisory Council, and President's Cabinet.
- e) To consult with the members of the Academic Unit 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 members of the Academic Unit, that proposals requiring approval of the appropriate academic bodies of Renison University College, AFIW, and the University of Waterloo are brought forward.
- g) To consult with members of the Academic Unit to identify the Unit's budget needs and submit budget requests to the VPAD during the budget planning cycle.
- h) To manage the approved departmental budget.
- i) To hold regular Academic Unit meetings, at least twice per term in the Fall and Winter. Academic Unit Leads are responsible for the development of an agenda and ensuring the recording and storage of minutes for each such meeting.
- j) To review and provide a written response to the Annual Activity Reports of each Member of their Academic Unit and meet with Members within their Academic Unit as needed.

- k) To forecast potential upcoming sabbatical leave requests and to participate in the adjudication of sabbatical applications from members of their Academic Unit per Article 25.20.
- l) To advise and coordinate student advising, where applicable, related to academic matters within their Academic Unit.
- m) To address student concerns related to their academic programs. Any student concerns against a faculty member that may be a breach of ethical behaviour must be referred to the VPAD.
- n) To chair search committees within their Academic Unit subject to the limitations defined in Article 40.2.a;
- o) To chair the Department Tenure and Promotion Committee, or where necessary, assign a delegate.
- p) To engage in or ensure hiring and regular orientation, evaluation, and performance management of sessional instructors and administrative staff hired through the Academic Unit.
- q) To plan teaching workloads of Members in accordance with [Article 17 – Workload of Members](#), and sessional instructors in the Academic Unit, for VPAD approval.
- r) To allocate space designated for Academic Unit use by the Employer.
- s) To distribute teaching support funds per Article 17.15.
- t) To support the VPAD with University of Waterloo [Policy 71 – Student Discipline](#) and [Policy 70 – Student Petitions and Grievances](#) connected with any course or instructor in their Academic Unit.
- u) To conduct their work in a collegial and good faith manner as a member of Renison’s academic leadership team.
- v) Other duties as may be assigned and/or required that are not in conflict with this Agreement.

40.5. Procedures for Appointing Academic Unit Leads

- a) When the appointment of an Academic Unit Lead is required, as through notice of resignation, death, removal from office, or the approaching end of a term, the VPAD shall convene and chair a nominating committee of four (4) members as described in Article 40.6.

- b) The VPAD shall make an open call for Academic Unit Lead nominations from within the relevant Academic Unit.
- c) All nominees deemed eligible by majority vote of the nominating committee shall be part of an election process.
- d) The VPAD shall conduct a secret ballot vote of all members of the Academic Unit to elect the candidate to be Academic Unit Lead.

40.6. Academic Unit Lead Nominating Committee

- a) The nominating committee shall comprise:
 - i) Three (3) members elected by and from the Academic Unit, two of which shall be regular faculty members. For clarity, a staff member of the Academic Unit may serve on the nominating committee if elected.
 - ii) An AUL from another Academic Unit.
 - iii) VPAD, ex officio.
- b) If any member of the nominating committee resigns for any reason, the nominating committee will request a replacement member, unless the nominating committee has reached the stage in its deliberations where it deems such a replacement inadvisable.
- c) Voting shall be yea or nay. The VPAD shall only vote in the event of a tie.
- d) The nominating committee shall recommend to the VPAD 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 Academic Unit.

40.7. Where the process described in (a) fails to produce a candidate, the VPAD shall appoint a member from any Academic Unit, with their consent, to serve as Acting Academic Unit Lead for a one (1) year term.

40.8. If no Member is willing to serve as Academic Unit Lead, or where no Member receives sufficient support to be elected, the Academic Unit may ask the VPAD to conduct an external, open search for an Academic Unit Lead in keeping with [Article 20 – Search Procedures for Academic Appointments](#) and subject to budgetary constraints. Such a decision is at the Employer’s sole discretion.

40.9. Annual Review of Academic Unit Lead

- a) The VPAD will conduct an annual performance review of each Academic Unit Lead for the period July 1 to June 30.
- b) The VPAD will solicit feedback from members (faculty, and staff of the Academic Unit) about the Academic Unit Lead's performance.
- c) The VPAD shall meet with the Academic Unit Lead to reflect on the Academic Unit Lead's performance, review feedback obtained from Unit members, and establish goals for the upcoming year.
- d) The VPAD will summarize the annual performance review in a letter. The Academic Unit Lead will receive a copy of the VPAD's annual review by August 31, copied to the President, Human Resources, and the Member's employment file.

40.10. Renewal of Academic Unit Lead Terms

- a) The VPAD will conduct a performance review of the Academic Unit Lead in the penultimate year of the Academic Unit Lead's first term.
- b) In addition to soliciting feedback from members of the Academic Unit as part of the annual review process detailed in Article 40.9, the VPAD will solicit feedback from sessional instructors and other Academic Unit Leads and/or staff who are familiar with the Member's work as Academic Unit Lead.
- c) Following the review, the VPAD will table a motion, in the affirmative, with the Academic Unit to renew the Academic Unit Lead for an additional term as defined in Article 40.3. All permanent, ongoing members of the Academic Unit shall be entitled to vote on the motion. Voting shall occur through secret ballot.
- d) Each Academic Unit Lead will receive a copy of the renewal review by August 31.
- e) Where a majority of members of the Academic Unit vote to renew the appointment of the Member as Academic Unit Lead, the VPAD shall normally invite the Member to serve a second term as Academic Unit Lead.
- f) Upon request, the VPAD shall provide the Academic Unit Lead with de-identified_review results. The Member will have the opportunity to respond.

- g) Considering the review results and the Academic Unit Lead's response to them, the VPAD may decide not to re-appoint the Member to a second term as Academic Unit Lead. A decision to not renew the Academic Unit Lead term shall be communicated to the Member no later than August 31 of the final year of the first term of the appointment, with the reasons for the decision.

40.11. Removal of an Academic Unit Lead Before Expiry of Term

a) VPAD-Initiated Process for Consideration of Removal of an Academic Unit Lead

- i) Normally, following the procedures for an Academic Unit Lead's annual performance review per Article 40.9, the VPAD may determine that the Academic Unit Lead's performance is unsatisfactory.
- ii) In extenuating circumstances, the VPAD may trigger the process for removal of an Academic Unit Lead from office before an annual performance review.
- iii) Prior to a decision being made, the VPAD shall meet with the Academic Unit Lead to discuss the factors that have led to consideration of removal and strategies for addressing those factors. The VPAD shall normally allow the Academic Unit Lead to continue with the appointment pending correction of any identified performance issues.
- iv) After discussion with the Academic Unit Lead and depending on the nature of the identified performance issues, the VPAD may meet with the Academic Unit 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 Academic Unit Lead.
- v) The Academic Unit Lead may respond, in writing, to the VPAD within ten (10) working days.

b) Academic Unit-Initiated Process for Consideration of Removal of an Academic Unit Lead.

- i) The faculty members of an Academic Unit may make a formal request to the VPAD for reconsideration of the suitability of an Academic Unit Lead. Normally, such a request cannot be made during the first year of the appointment.

- ii) The formal request must clearly articulate the grounds for reconsideration of the Member's appointment as Academic Unit Lead and must be signed by at least fifty percent (50%) of the members of the Academic Unit.
 - iii) Upon receipt of a formal request from an Academic Unit, the VPAD will provide a copy of the request to the Academic Unit Lead. The Academic Unit Lead may respond, in writing, to the VPAD within ten (10) working days.
 - iv) The VPAD shall meet with the Academic Unit Lead to discuss the performance issues presented by members of the Academic Unit. The VPAD may meet with the members of the Academic Unit regarding the concerns raised.
 - v) Depending on the nature of the identified performance issues the VPAD may allow the Academic Unit Lead to continue with the appointment pending correction of any identified performance issues.
 - vi) If the issues(s) are not resolved at this stage, the VPAD shall 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.
- c) Procedures for Removal of an Academic Unit Lead before Expiry of Term
- i) Where attempts to resolve the issue(s) are unsuccessful, the VPAD shall, in consultation with the President, decide whether the Member's appointment as Academic Unit Lead will be terminated. Within five (5) working days of the decision being made, the VPAD shall advise the Member in writing, with a copy to the Association, whether the Member is to continue as Academic Unit Lead or has been removed from that Office, specifying the reasons for removal.
 - ii) The Member may choose to be accompanied by an Association representative at any or all stages of these procedures.
 - iii) At any time in this process, the Member may submit their resignation from the position of Academic Unit Lead, in writing, to the VPAD.

- 40.12. Unless removal of an Academic Unit Lead is for cause per [Article 13 – Discipline](#), the review and removal of an Academic Unit Lead shall not be considered disciplinary in nature and cannot be used in any way as part of a disciplinary investigation or decision under [Article 13 – Discipline](#) and no documentation relating to the removal of the Academic Unit Lead shall be used in any process or procedure including, but not limited to, tenure-track appointment renewal, tenure, promotion, leave application, or sabbatical.
- 40.13. Compensation for Academic Unit Leads
- a) Academic Unit Leads compensation is defined in [Article 34 – Faculty Compensation](#).
 - b) Following the effective date of resignation or removal from office, the Member will no longer receive the compensation associated with that Office.
 - c) In the event an Academic Unit Lead is removed from office before the expiry of term, the Member’s teaching workload for the duration of the academic term will not be adjusted. In the case where a Member resigns their position as Academic Unit Lead, any adjustment to the Member’s normal teaching workload will be reinstated effective the date of the resignation.

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ARTICLE 41. Bargaining Status of Administrators

- 41.1. 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.
- 41.2. 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.
- 41.3. 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.
- 41.4. 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.
- 41.5. When the Employer appoints a Member to an administrative position excluded from the Bargaining Unit, the Employer shall consult with the affected Academic Unit or Program to determine how the Member's former teaching load will be reorganized or reallocated.
- 41.6. 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 22 – Renewals, Tenure, and Promotion Procedures](#) upon recommendation of the Tenure and Promotion Committee.

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ARTICLE 42. Retirement

- 42.1. 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.
- 42.2. Conversion of Vacation Entitlement Prior to Retirement at Age 66 or Earlier
- a) Under the conditions set out in this Article, 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.
- 42.3. Retired Members may continue to have access to their UW email address, subject to any restrictions imposed by UW.
- 42.4. Professor Emeriti
- a) 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:

- i) University affiliation for external research and grant application purposes;
- ii) Access to university library;
- iii) 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.

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ARTICLE 43. Reduced Workload to Retirement

- 43.1. Members on Definite-term Appointments are ineligible for a reduced workload under this Article.
- 43.2. 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 reduced workload per Article 17.19 to as low as fifty percent (50%) where practicable of that required for a full-time position. Salary is adjusted proportionately to reflect the reduced workload. Approved leaves of absence, temporarily reduced workloads, pregnancy and parental leaves and sick leaves/Long-term Disability (LTD) are not deemed as interruptions in service for the purposes of this Article.
- 43.3. Reduced workload to retirement arrangements can be for a maximum of three (3) years, or until the end of the academic term in which the Member's 71st birthday occurs, whichever comes first.
- 43.4. Reduced workload to retirement arrangements can be up to a maximum of three (3) years to the retirement date.
- 43.5. Reduced Workload to Retirement will normally begin at the start of an academic year.
- 43.6. In no case shall any reduction result in a teaching workload to be fewer than the equivalent of two (2) courses in an academic year for Members at the rank of Associate Professor or Professor or fewer than the equivalent of three (3) courses for Lecturers with continuing appointments in an academic year as long as the reduced workload does not fall below fifty (50%) percent over the period of reduced workload to retirement per Article 43.2.
- 43.7. For clarity, a Member on a reduced workload to retirement is not eligible to teach any course on overload per Article 17.18.
- 43.8. Once formally accepted by the Member per Article 43.10.e, the mutually agreed-upon and approved retirement date cannot be changed by the Member or the Employer.
- 43.9. The reduced workload may be adjusted during the agreed-upon period leading up to retirement only upon mutual agreement by the Member and the Employer per Articles 43.2 and 43.6.

43.10. Reduced Workload to Retirement Procedures

- a) A Member shall submit their request for a reduced workload to retirement in writing to the Academic Unit Lead and copied to the VPAD normally no later than January 1 for the reduced workload to retirement to begin in the subsequent academic year.
- b) The Member's written request must include the anticipated start date of the reduced workload to retirement, retirement date, and percentage of workload reduction per Articles 43.2 and 43.8.
- c) The VPAD, in consultation with the Academic Unit Lead, shall approve or deny the requested reduced workload to retirement arrangement.
- d) Human Resources will confirm the terms and conditions of the reduced workload to retirement arrangement with the Member before presenting the arrangement to the VPAD for approval.
- e) Once approved, the Member shall receive a revised appointment letter, normally no later than May 1, detailing the terms and conditions of the reduced workload to retirement, including revised workload, salary expectations, and retirement date.
- f) For the reduced workload to retirement to be in vigour, the revised appointment letter must bear both the Member's and President's or designate's signatures.

43.11. Appeals Process if Member's Request for Reduced Workload to Retirement is Denied

- a) If a Member's request for a reduced workload to retirement is denied, the VPAD shall provide the Member with a written explanation.
- b) A Member may appeal a denied reduced workload to retirement request to the President.

43.12. 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 time not worked. This legislation allows an employee to earn up to five years of pension credit (plus up to three years additional credit for pregnancy leaves) for periods of reduced pay or temporary absences. This applies to any situation following 1 January 1992 in which an employee contributes to the Pension Plan at their nominal full-time salary and the actual salary received is a lesser amount. 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 the Member's 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 workdays subject to Employment Standards regulations.
- f) Canada Pension Plan, Employment Insurance and Workers' Compensation available according to government regulations.

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ARTICLE 44. Librarian

44.1. 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 22 – Renewals, Tenure, and Promotion Procedures](#) and [Article 25 – Sabbaticals Leaves](#), unless specified in this Article. In the event of a conflict between the provisions of this Agreement and this Article, this Article shall prevail.

44.2. Discipline

- a) Where discipline involves a Librarian Member, the process outlined in [Article 13 – 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.

44.3. Librarian Appointment

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

44.4. Search Procedures for Appointments for Librarian

The process outlined in [Article 20 – Search Procedures 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:
 - i) The VPAD, who shall serve as Search Committee Chair;

- ii) Two (2) representatives from academic programs elected by Academic Council;
- iii) Two (2) members at large selected from the broader Renison community at the discretion of the VPAD;
- iv) One (1) librarian from the University of Waterloo.

44.5. Workload of Librarian Members

- a) The normal full-time workload of Librarian Member shall include:
 - i) The practice of librarianship, including management of library operations and the supervision of library staff;
 - ii) Scholarly professional development activities required to sustain the Member's librarianship activities, including support for academic program accreditation and resources and needs of Academic Units and faculty;
 - iii) 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.
 - iv) 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.
- b) 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.

44.6. Librarian Member Scholarly Professional Development Time

- a) Librarian Members shall have the right to devote ten (10) working days per Academic year to their scholarly professional development time. 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.
 - i) Librarian Members shall schedule professional development activities taking into account the operational needs of the Library.

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

44.7. Release time for Librarian Members

- a) 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.

44.8. Retirement of Librarian Member

- a) Where a Librarian Member retires, the process outlined in [Article 42 – Retirement](#) shall apply.

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ARTICLE 45. Program Redundancy

45.1. Preamble

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.

45.2. 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 an Academic Unit;
- c) some combination of (a) and (b).

45.3. 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.

45.4. 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 46 – Financial Exigency](#).

45.5. Should a program redundancy result as a consequence of a confirmed declaration of financial exigency under [Article 46 – 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 46 – Financial Exigency](#).

- 45.6. 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.
- 45.7. 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 47 – Lay-Off or Termination of Appointment Due to Financial Exigency or Program Redundancy](#).
- 45.8. 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 47 – 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.

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ARTICLE 46. Financial Exigency

46.1. Preamble

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.

46.2. Declaration of Financial Exigency

- a) 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.
- b) 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.

46.3. Procedures for Declaring a State of Financial Exigency

- a) 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:

- i) provide the information identified above to the Board of Governors, to Academic Council, and to the Association and to any other stakeholders;
 - ii) within fifteen (15) working days of declaring a financial exigency establish a five-member Financial Exigency Commission (FEC), with membership specified in Article 46.4 to adjudicate the President's declaration of financial exigency.
- b) 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.

46.4. Structure of the Financial Exigency Commission (FEC)

- a) 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.
- b) 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.

46.5. FEC Procedures

- a) 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.
- b) 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.

- c) 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.
- d) 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.
- e) 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.

46.6. Considerations for FEC Report

- a) 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.
- b) 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.
- c) 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:
 - i) Is there a substantial and ongoing financial crisis with respect to the total operating budget that threatens the financial viability of the University College?
 - ii) Is a reduction in the number of Members through layoff an operationally justifiable type of cost saving?

- iii) 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?
- iv) Have reasonable means for improving the University College's revenue position been explored and taken into account?
- v) Is the number of proposed faculty lay-offs consistent with enrolment projections?

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

- a) In its report, the FEC shall confirm or reject the declaration of financial exigency.
 - i) 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.
- b) 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.

46.8. Board's Final Determination

- a) 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.
- b) 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.

46.9. Reduction of Academic Staff

- a) 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 47 – Lay-Off or Termination of Appointment Due to Financial Exigency or Program Redundancy](#).

46.10. 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.

46.11. 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.

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ARTICLE 47. Lay-Off or Termination of Appointment due to Financial Exigency or Program Redundancy

- 47.1. 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.
- 47.2. Lay-off or termination pursuant to this Article is not dismissal for cause, and shall not be recorded or reported as such.
- 47.3. Reduction of Academic Staff
- a) 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 Article 47.3.b:
 - i) All non-regular faculty members (sessional lecturers);
 - ii) Definite-term appointments;
 - iii) Probationary tenure-track or Continuing Lecturer appointments;
 - iv) Tenured professors and Continuing Lecturers
 - b) 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.

- c) 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 Academic Unit Leads, and the President shall select those Members who are to be laid off 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.

47.4. Redeployment of Member with Ongoing Appointment

- a) 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.
- b) 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.
- c) A redeployment of a Member with an Ongoing Appointment under this agreement shall not be made unless the VPAD, after consultation with the Academic Units concerned, agrees to the appropriateness of the reassignment.
- d) Where voluntary redeployment is not appropriate, then a Member who is eligible for retirement may elect to do so.

- e) 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.
- f) 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.

47.5. Notice of Layoff

- a) 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:
 - i) 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;
 - ii) 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;
 - iii) Nine (9) months in advance of the lay-off date for Librarian Members;
 - iv) 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.
- b) 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 Article 47.5.a.i to iv.

- c) 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 47.5.a.i to iv, 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).

47.6. Severance

- a) 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 in Article 47.5.
 - i) 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 47.5.a.i. 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.
 - ii) 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;
 - iii) one (1) month's pay for each year or partial year of service at the time of lay-off for Librarian Members;
 - iv) 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.

47.7. 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).

47.8. Recall and Right of First Refusal

- a) 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.

- b) 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 Academic Unit, or any Unit into which their original Academic Unit has been amalgamated, for which that Member is qualified.
- i) 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.
 - ii) Laid-off Members shall be recalled in reverse order to the specific order of lay-offs determined under Article 47.3, provided that the Member is qualified for the available opening.
 - iii) 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.
 - iv) A Member who is recalled to an area or position at Renison University College other than in their original Academic Unit retains the right of first refusal for any opening in the original Academic Unit during the recall period, provided that the Member is qualified for the available opening.
 - v) 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.
 - vi) 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.
 - vii) 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.

viii) Once removed from the recall list, a Member loses all seniority and has no further rights.

47.9. Rights and Benefits During Recall Period

- a) 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).
- b) 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.
- c) A Member on lay-off who is recalled shall repay any portion of the severance allowance specified in Article 47.6 that exceeds the entitlement that would have been obtained had they continued to occupy their position held prior to lay-off.
- d) 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.

47.10. 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.

47.11. No Member shall be considered exempt from lay-off in accordance with this Article, including those who have taken voluntary leave.

- 47.12. 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.
- 47.13. 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.
- 47.14. 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.
- 47.15. 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 15 – Grievance and Arbitration](#) and are referable directly to arbitration.

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Definitions and Abbreviations

1. "All but Dissertation" (ABD) means a doctoral candidate who has completed all required coursework and qualifying exams of a doctoral degree, is enrolled in a doctoral program, but has not defended their doctoral dissertation.
2. "AC" means Academic Council.
3. "Academic Council" (AC) means the Academic Council of Renison.
4. "Academic Unit Lead" (AUL) means the Chair of a Department or Director of a School.
5. "Academic Unit" (AU) means a Department or School.
6. "Academic Unit Member" means a member of an Academic Unit. Membership in an Academic Unit shall be determined in the Member's initial letter of appointment unless subsequently reassigned.
7. "Academic Year" means September 1 through August 31.
8. "AFIW" means Affiliated and Federated Institutions of Waterloo.
9. "Agreement" means Collective Agreement.
10. "Association" means the "Renison Association of Academic Staff," which serves as the bargaining agent for the bargaining unit.
11. "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. A copy of the certificate is found in Appendix A.
12. "Board" means the Renison University College Board of Governors.
13. "Calendar Days" means consecutive days, including weekdays, weekend days, and days when the University College is closed.
14. "CAUT" means the Canadian Association of University Teachers.
15. "CL" means Continuing Lecturer.
16. "Course" shall mean an academic offering valued at 0.5 credits by the University of Waterloo Senate for the purpose of conferring degrees.
17. "Day" means Working Day.

18. "Department," includes School, and means an Academic Unit into which 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.
19. "Department or School Member" means a member of an Academic Unit. Membership in an Academic Unit 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. "Due Date" means the date noted in the Collective Agreement or the next working day if the due date falls on a non-working day.
23. "Employer" means the Board of Governors of Renison University College.
24. "FEC" means the Financial Exigency Committee
25. "Fiscal Year" (FY) means the period from May 1 through April 30.
26. "FPER" means Faculty Professional Expense Reimbursement
27. "FTE" means Full-time Equivalent
28. "Grievance" means a claim, dispute or complaint involving the interpretation, application, administration, or alleged violation of this Agreement. (See Article 15).
29. "Grievor" means the person or group filing a grievance. 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. (See Article 15).
30. "Member" (capital "M") means those employees belonging to the Bargaining Unit as defined in the Ontario Labour Relations Board Certificate Number 3379-19-R, dated March 23, 2020.
31. "Ongoing Academic Appointment", "Ongoing Appointment", and "Ongoing Faculty" means a Member who holds a tenured, tenure-track, or continuing lecturer appointment.

32. "President" includes their delegate and means the Chief Executive Officer (CEO) of Renison University College 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.
33. "PTR" means Progression Through the Ranks.
34. Renison Association of Academic Staff (RAAS) is the bargaining agent for the Bargaining Unit, per the Ontario Labour Relations Board Certificate Number 3379-19-R, dated March 23, 2020.
35. "Ratification Date" means the date the Agreement is ratified by both parties.
36. "T1" and "T2" means Threshold 1 and Threshold 2.
37. "University College" means Renison University College.
38. "UW" means the University of Waterloo.
39. "Vice President Academic and Dean" (VPAD) includes their delegate and shall mean the Chief Academic Officer (CAO) who reports to the President and is responsible for all aspects of Renison's degree programming and education.
40. "Working Days" means weekdays unless the University College is closed.

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Appendix A: Ontario Labour Relations Board Certificate (Copy)



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **3379-19-R**

Renison Association of Academic Staff, Applicant v **Renison University College**, Responding Party

CERTIFICATE

The Board certifies:

Renison Association of Academic Staff

as the bargaining agent for the following bargaining unit:

all academic staff employed by Renison University College in the Province of Ontario holding tenure or tenure-track positions, continuing lecturer positions, professional librarians, and those having a limited-duration contract, save and except academic staff employed on a sessional or a per-course basis, library assistants, non-credit academic staff, and administrators at the rank of Academic Dean, Vice-President or higher.

This certificate is subject to the terms and qualifications set out in the Board's Decision(s) in this matter.

DATED: March 23, 2020

ONTARIO LABOUR RELATIONS BOARD



A handwritten signature in black ink that reads "Catherine Gilbert".

Catherine Gilbert

Registrar

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