University of Waterloo BOARD OF GOVERNORS **Tuesday 25 October 2022**

Meeting

1:30 p.m. In-person (NH 3407) and Teams Videoconference Please convey regrets to Diana Goncalves at d3goncalves@uwaterloo.ca.

	<u>MEETING</u>	Page	Action
	OPEN SESSION		
1:30	Conflict of Interest	Oral	Declaration
	2. Remarks from the Chair	Oral	Information
	3. Agenda/Additional Agenda Items	Oral	Decision
1:45	Consent Agenda Motion: To approve or receive for information by consent items 4-6 below.		
	4. Minutes of the 7 June 2022 Meeting	5	Decision
	5. Report of the Vice-President, Academic & Provost a. Sabbatical and Administrative Leaves, and Administrative Appointments	11	Decision/Information
	 6. Reports from Committees a. Executive Committee b. Finance & Investment Committee c. Governance Committee d. Pension & Benefits Committee 	27 29 31 35	Information Information Information Information
1.50	Regular Agenda	Ovel	Lagrant
1:50	7. Business Arising from the Minutes	Oral	Input
1:55	8. Report of the President a. Student Presentation – Showcasing an Innovation in the Construction Supplies Industry, Adrian Simone, 4 th Year Civil Engineering	Oral	Information
	b. General Update c. Strategic Plan Update: Annual Accountability Report	Oral 37	Information Information
2:30	9. Report of the Vice-President, Academic & Provost a. Campus Housing Update (Chris Read, Associate Provost Students)	Oral	Information
	b. Annual Report to the Board from the Sexual Violence, Prevention, and Response Office (Amanda Cook, Director, Sexual Violence Prevention and Response)	69	Information

		Page	Action
	c. Policy 42 Update (Amand Cook, Director, Sexual Violence Prevention and Response)	Oral	Information
	d. UW/CUPE 793 Agreement	85	Decision
3:00	e. UW/UW Staff Association Memorandum of	155	Decision
3.00	Agreement		
	10-MINUTE BREAK		
3:10	10. Report from the Vice-President, Research and		
	International a. Annual Research Report to the Board	183	Information
	a. Annual Research Report to the Board	103	Information
3:30	11. Report from the Vice-President, University		
	Relations a. Update on Communications and Marketing	Oral	Information
	Strategies		
3:50	12. Reports from Committees		
	a. Audit & Risk Committee	215	Decision/Information
	b. Building & Properties Committee	217	Decision/Information
	c. Finance & Investment Committee	221	Decision
4:10	13. Other Business	Oral	Input
	CONFIDENTIAL SESSION		
4:15	14. Conflict of Interest	Oral	Declaration
4:20	Consent Agenda		
	Motion: To approve by consent items 15-16 below.		
	15. Minutes of the 7 June 2022 Meeting	9	Decision
	16. Report of the Vice-President, Academic & Provost		
	a. New Appointments with Tenure	265	Decision
	Regular Agenda		
4:25	17. Business Arising from the Minutes	Oral	Input
	18. Report of the President	Oral	Information
	19. Reports from Committees		
	a. Audit & Risk Committee	267	Information
	20. Other Business	Oral	Input
			1
	2 of 269		

		Page	Action
	IN-CAMERA SESSION		
4:45	21. Conflict of Interest	Oral	Declaration
4:50	22. Minutes a. 7 June 2022 Meeting b. 21 June 2022 Extraordinary Meeting	10 269	Decision Decision
4:55	23. Business Arising from the Minutes	Oral	Input
5:00	24. Reflections	Oral	Discussion
5:20	25. Other Business	Oral	Input
	26. Adjournment		

KJJ/dg 14 October 2022

This page intentionally left blank.

University of Waterloo BOARD OF GOVERNORS Minutes of the Tuesday 7 June 2022 Meeting

Present: Michael Ashmore, Peter Barr, Anne Bordeleau, Carol Cressman, Lori Curtis, Jack DeGooyer, Catherine Dong, Benjamin Easton, Michael Eubanks, Cindy Forbes (chair), Teresa Fortney, Murray Gamble, Moira Glerum, Vivek Goel, Susan Grant, Rob Gorbet, Nancy Heide, Russell Hiscock, Andre Hladio, Karen Jack (secretary), Achim Kempf, John Saabas, Matthew Schwarze, Jagdeep Singh Bachher, Dan Weber, Stanley Woo

Guests: Sandra Banks, Rachel Bartholomew, Jean Becker, Kathy Becker, Joel Blit, Aldo Caputo, Mary Anne Chan, Trevor Charles, Adrien Cote, Charmaine Dean, Nenone Donaldson, David DeVidi, Jenny Flagler-George, Mark Giesbrecht, Diana Goncalves, Mike Grivicic, Sarah Hadley, Geffrey Haugh, Michelle Hollis, Dennis Huber, Scott Inwood, Karim Sallaudin Karim, Andrea Kelman, Jennifer Kieffer, Lili Liu, Peter Lowe, Nick Manning, Andrew McAlorum, Margaret Mutumba, Cathy Newell Kelly, Fayaz Noormohamed, Douglas Peers, Leanne Perreault, Alice Raynard, Chris Read, Ian Rowlands, James Rush, Daniela Seskar-Hencic, Siobhan Stables, Allan Starr, Jeremy Steffler, Kerry Stryker, Sherri Sutherland, Brandon Sweet, Chee Hau Teoh, Mathew Thijssen, Sean Thomas, Nickola Voegelin, Mary Wells, Tyler Wendland, Melanie Will, Sarah Willey-Thomas

Regrets: Nyla Ahmad, Dominic Barton, Tony Giovinazzo, Dave Jaworsky, Sheryl Kennedy, Lisa Mak, Elle MacEachen, Karen Redman, Naima Samuel, Kevin Strain, Berry Vrbanovic

OPEN SESSION

1. CONFLICT OF INTEREST

Governors were asked to declare any conflicts they may have in relation to the items on the agenda. Several individuals advised that they would abstain from particular items in the consent agenda, but no other conflicts were declared.

2. REMARKS FROM THE CHAIR

Following noting that it is Indigenous History month and Pride month, and that the University's Indigenous Collection, a joint effort of the University's Office of Indigenous Relations and Print + Retail Solutions is on display at the back of the room, the chair welcomed new members: Jack DeGooyer, Teresa Fortney, Murray Gamble, Moira Glerum, Rob Gorbet, and Ellen MacEachen, and reappointed members: Catherine Dong, Benjamin Easton, and Stanley Woo.

3. AGENDA/ADDITIONAL AGENDA ITEMS

The Board heard a motion to approve the agenda as distributed.

Schwarze and Easton. Carried unanimously.

Consent Agenda

The Board heard a motion to approve and/or receive for information by consent items 4-8 as below.

Hiscock and Grant.

4. MINUTES OF THE 5 APRIL 2022 MEETING

The Board approved the minutes of the meeting as distributed.

5. REPORT OF THE PRESIDENT

The Board approved the sabbatical and administrative leaves and cancellations and received the remainder of the report for information.

ne 2022 page 2

6. REPORT OF THE VICE-PRESIDENT, ADMINISTRATION & FINANCE

The Board approved the following motions:

Waterloo Undergraduate Student Association (WUSA) Administered fees

WUSA membership fees

Recommendation to approve the following increases to the WUSA membership full-time fees effective Fall 2022:

WUSA Operations – from \$34.66 to \$35.91 per term, an increase of 3.6%

WUSA Student Life – from \$35.00 to \$36.26 per term, an increase of 3.6%

WUSA Academic Support & Advocacy – from \$15.39 to \$15.98 per term, an increase of 3.8%

WUSA UG Capital Program Fund fee

Recommendation to approve an increase to the WUSA UG Student Capital Program full-time fee from \$15.11 to \$15.62 (3.4%) per term effective Fall 2022.

WUSA Grand River Transit UPass fee

Recommendation to approve an increase to the WUSA Grand River Transit UPass fee from \$110.78 to \$118.97 (7.4%) per term effective Fall 2022.

WUSA Student Refugee Program fee

Recommendation to approve an increase to the WUSA Student Refugee Program fee from \$5.01 to \$5.18 (3.4%) per term effective Fall 2022.

WUSA Orientation fee

Recommendation to approve an increase to the WUSA Orientation fee from \$117.17 to \$121.15 (3.4%) effective Fall 2022.

UW Student Publications fee

Recommendation to approve an increase to the UW Student Publications full-time fee from \$5.79 to \$5.99 (3.4%) per term effective Fall 2022.

Undergraduate Student Society fees (WUSA-sponsored)

Engineering Student Society, Pharmacy Student Society and Mathematics Student Society fees

Recommendation to approve changing the fees for the Engineering Student Society, Pharmacy Student Society and Mathematics Student Society from optional to compulsory effective Fall 2022.

Engineering Student Society

Recommendation to approve an increase to the Engineering Society fee from \$17.84 to \$18.44 (3.4%) per term effective Fall 2022.

Graduate Student Association (GSA) administered fees

GSA Grand River Transit UPass fee

Recommendation to approve an increase to the GSA Grand River Transit UPass fee from \$105.50 to \$107.61 per term effective Fall 2022, a contractual increase of 2%.

Undergraduate and Graduate Student fees

SLC/PAC Expansion fee

Recommendation to approve an increase to the SLC/PAC Expansion full-time fee from \$18.00 to \$18.63 (3.5%) per term effective Fall 2022.

ne 2022 page 3

7. REPORTS FROM COMMITTEES

Building & Properties Committee

The Board received the report for information.

Finance & Investment Committee

The Board received the report for information.

Governance Committee

The Board received the report for information.

8. REPORT OF THE VICE-PRESIDENT, RESEARCH & INTERNATIONAL

Institute of Quantum Computing Annual Report to Ministry of ISED and Corporate Plan
The Board approved the Institute for Quantum Computing's annual Report (April 1, 2021 – March 31, 2022) to the Ministry of Innovation, Science and Economic Development.

The Board approved the Institute for Quantum Computing's Fiscal 2022-2023 IQC Corporate Plan to the Ministry of Innovation, Science and Economic Development.

The question was called and the motion carried after noting that governors Dong, Easton and Schwarze abstained due to the WUSA matters, and governors DeGooyer and Kempf abstained due to the IQC matters.

Regular Agenda

9. BUSINESS ARISING FROM THE MINUTES

There was no business arising.

10. REPORT OF THE PRESIDENT

General Update

The president provided a wide-ranging update including information about: the recent provincial election; an internship program in place for 34 students from Ukraine; his recent message about open and constructive dialogue; the Canada Research Chair Equity Hiring Program; recent and coming important activities (e.g., alumni weekend, the President's Golf Tournament, and convocation ceremonies); the annual Retreat which will be held 27 and 28 September.

President's Anti-Racism Task Force (PART) Update

At the president's invitation, Charmaine Dean, vice-president, research and international informed governors about the work of the task force, including: kudos and thanks to its broad membership; an overview of its structure and approach; some of the working groups' findings and recommendations; discussion of the key themes and specific governance-related recommendations that emerged. After expressions of appreciation to the group from several governors, the president offered his own thanks for the task force's tremendous work in identifying meaningful opportunities for change and improvement at Waterloo.

Strategic Plan Update: Advancing Research for Global Impact

At the president's invitation, Karim Karim, associate vice-president, commercialization and entrepreneurship informed governors about his new office within the Office of Research. Members heard about the office's vision ("the focal point that makes Waterloo the acknowledged leader in all aspects of innovation, entrepreneurship, and commercialization in Canada, [which] will enable innovators, founders, and others to thrive and succeed"), and its mission to build on Waterloo's existing firm foundation in these areas. He spoke to the office's structure and its people, and then introduced the panelists for today's discussion: Chee Teoh from "Nfinite Nanotech", Margaret Mutumba from "MedAtlas", and Rachel Bartholomew from "hyivy". In turn, each panelist offered some observations on the paths of their startups, lessons they learned at Waterloo that helped to lead

page 4

to their innovations, and key messages for the Board, including the benefits of enabling student access to technology and mentorship, and helping students develop innovations with social impact.

In discussion: the effectiveness of Waterloo's intellectual property policy; the value of fundamental research and the need to support those taking risks; the importance of enabling positive social impacts; the University's intellectual property framework; the deep pool of talent at Waterloo in technology development, including "health tech"; kudos on the exemplary thought leadership and network that exists at Waterloo; sources of funding.

11. REPORT OF THE VICE-PRESIDENT, ADVANCEMENT

Nenone Donaldson, vice-president, advancement provided commentary on: her first 180 days (listening tour, finalizing advancement strategy and structures, her focus on: a framework, annual giving, and developing processes); her office's purpose and strategic focus; what's coming in the next 180 days. In discussion: some of the work coming in the fall; how alumni are being engaged and an observation that Waterloo's alumni donate on par with those at peer institutions; opportunities in Silicon Valley; the coming development of an entrepreneurship council.

12. REPORTS FROM COMMITTEES

Joint Finance & Investment Committee and Pension & Benefits Committee

Following Barr's review of the report, Ashmore remarked on how the activity is nascent and complex, but that data continues to improve to inform decision-making. Following the chair's thanks for the excellent report and recognition that the University is ahead of targets, the Board received the report for information.

Pension & Benefits Committee

Actuarial Valuation of the Pension Plan, 31 December 2021

Following Barr's detailed overview of the material, the Board heard a motion to approve the filing of the actuarial valuation report as at 31 December 2021 with the Financial Services Regulatory Authority of Ontario and the Canada Revenue Agency.

Barr and Bachher. Carried unanimously.

Following Barr's review of the proposed amendment, the Board heard a motion to approve Amendment No. 8 to the University of Waterloo Pension Plan for Faculty and Staff, as described in Attachment #2 to the report and effective January 1, 2023.

Barr and Curtis. Carried unanimously.

13. OTHER BUSINESS

There was no other business.

The Board convened in confidential session.

28 June 2022

CONFIDENTIAL SESSIC

The confidential session minutes have been removed.

The Board convened in *in-camera* session.

28 June 2022

IN-CAMERA SESSION

The *In-camera* session minutes have been removed.

28 June 2022

Sabbatical and Other Leaves and Administrative Appointments

The report on Sabbatical and Other Leaves and the report on Administrative Appointments come to the Board of Governors at each meeting as leave requests and appointments occur throughout the year. The report on Sabbatical and Administrative Leaves requires the approval of the Board of Governors whereas the report on Administrative Appointments comes to the Board for information.



SABBATICAL AND OTHER LEAVES

The University of Waterloo Policy 3 – Sabbatical and Other Leaves for Faculty Members sets out the purpose of leaves for faculty members as well as the requirements/responsibilities of faculty who are granted such leave.

The purpose of a sabbatical leave is to contribute to professional development, enabling members to keep abreast of emerging developments in their particular fields and enhancing their effectiveness as teachers, researchers and scholars. Such leaves also help to prevent the development of closed or parochial environments by making it possible for faculty members to travel to differing locales where special research equipment may be available or specific discipline advances have been accomplished. Sabbaticals provide an opportunity for intellectual growth and enrichment as well as for scholarly renewal and reassessment.

It should be clearly understood that the granting of sabbatical leave is contingent upon the faculty member's department being able to make the necessary arrangements to accommodate such an absence, and also upon the financial resources of the University in any given year. Should problems arise in any of the above, it may be necessary to postpone individual requests until such time as all the conditions can be satisfied. Normally, the University will not consider granting two leaves to a faculty member such that one immediately follows the other.

Application for leave must be made in writing to the Department Chair and approved by the Department Chair, Faculty Dean and the Vice-President, Academic & Provost based on their consistency with the criteria laid out in Policy 3. Application for sabbatical leave should include the faculty member's plans for scholarly activities while on leave. After the above processes and approvals are in place, sabbatical and special leaves further require the approval of the Board of Governors.

Faculty members are eligible to apply for a regular sabbatical leave (either a half-year leave at full salary or a full-year leave at 85% salary) to be taken after six years, full-time (including 12 terms teaching) in the professorial ranks. An "early sabbatical" leave may be awarded after a minimum of three years, full-time (including six terms teaching) in the professorial ranks. Early sabbaticals are half-year leaves at 85% salary and consume credit for three years of service.

A faculty member who is granted a sabbatical or other leave is expected to return to duties in the University for at least one year and upon return will be expected to submit a brief report to the Department Chair regarding scholarly activities while on leave.

Report Summary

Sabbatical Leaves: 76 Sabbatical Cancellations: 6 Administrative Leaves: 3

Sabbatical

Faculty of Arts

Bruce-Lockhart, Katherine, History, January 1, 2023 to June 30, 2023 at 100% salary *I will focus on completing a project examining the history of prisons and other forms of punishment in former British colonies on the African continent. My co-investigator David Anderson and I will complete a book and several articles for this project. Additionally, I will do further research on the UN, prisons, and decolonization, and plan to publish an article.*

<u>Diamond, James</u>, Religious Studies, January 1, 2023 to June 30, 2023 and January 1, 2024 to June 30, 2024 at 100% salary

My project contemplates the "practice" of an interdisciplinary approach to Jewish thought and philosophy. I intend on implementing that approach to further advance the constructive philosophical theology I began with my recent book, Jewish Theology Unbound, published by Oxford University Press.

Ferrer, Ana, Economics, January 1, 2023 to October 31, 2023 at 100% salary My work focuses on immigration and family economics. I will complete three academic articles related to immigrant women in the labour market, and conduct groundwork research (literature review, initial statistical evidence and theoretical model foundation) on the occupational mobility of women in the aftermath of the pandemic. This work will inform my next funding application.

<u>Gonzalez, Francisco</u>, Economics, January 1, 2023 to June 30, 2023 at 85% salary *My work focuses on the problems of macroeconomics. I plan to work mainly on two different projects. I expect to produce a working paper on the effect of economic inequality on household consumption and a second paper on the role of intermediaries in markets.*

<u>Hulan, Shelley</u>, English Language and Literature, January 1, 2023 to April 30, 2023 at 100% salary and May 1, 2023 to April 30, 2024 at 85% salary

I will focus on three research projects in my field, late 19th and early 20th century literature and rhetoric in Canada: 1) completion of my SSHRC funded Insight Development Grant on rhetorics of food scarcity; 2) early 20th century Canadian women who published for international audiences; 3) representations of nostalgia before Canadian modernism. I will prepare findings from each for publication in peer-reviewed venues.

<u>Kelly, Allison</u>, Psychology, January 1, 2023 to June 30, 2023 at 100% salary *My research examines self-compassion and how best to promote it in various populations. Funded by a new SSHRC Insight Grant, my students and I will launch new studies examining novel ways to*

increase self-compassion, continue the data collection and analysis of ongoing studies, write up and submit completed studies for publication, and disseminate findings through blogs and social media.

<u>Kennedy, Duane</u>, Accounting and Finance, January 1, 2023 to June 30, 2023 at 100% salary My research project examines the relationship between Information Technology spending, firm performance, and the market value of businesses. The work extends previous research on IT spending and firm value by examining how the relationship varies across industries.

MacDonald, Shana, Communication Arts, January 1, 2023 to December 31, 2023 at 85% salary I will pursue material and web archival research for my Insight Grant (2021-2025) "Feminist Digital Media (2016-2020): Building Affective and Activist Worlds" which explores feminist digital visual culture and submit a manuscript on this area of research for publication.

Poirier, Guy, French Studies. January 1, 2023 to June 30, 2023 at 100% salary I am a 16th Century French Literature scholar, and will be working, on two book projects: 1) a monograph on the work of Pierre-François-Xavier de Charlevoix (1682-1761), and 2) an anthology of Jesuit letters about Japan translated into French in the 16th and 17th Century. I will also work on a new research project on a French political pamphlet published in 1582.

Pomeroy, Bradley, Accounting and Finance, March 1, 2023 to August 31, 2023 at 100% salary My research investigates the nature of professional judgment and decision making in accounting and auditing. I plan to advance several of my research projects which will involve collecting and analyzing data and writing and revising papers. The expected outcome for my leave is the production of new and revised working papers for submission to conferences and journals.

Rasmussen, Ann Marie, Germanic and Slavic Studies, July 1, 2023 to December 31, 2023 at 85% salary

My research and research travel will be in support of 1) curating an exhibition on medieval badges at the Pierpont Morgan Library (New York City); 2) publishing a peer-reviewed scholarly article on medieval badges as mass media; and 3) publishing a book for general readers on writing with research.

Rehman, Uzma, Psychology, January 1, 2023 to June 30, 2023 at 100% salary I will be working on my SSHRC funded research investigating women's experiences of low sexual desire. In addition, I will be designing a longitudinal study on sexual consent communication. In both of these research domains, I work with graduate students who I will continue to supervise during the sabbatical year. I will also be working on research projects with my collaborators at the University of New Brunswick, Dalhousie, and University of Dayton, Ohio.

Sbardellati, John, History, January 1, 2023 to June 30, 2023 at 85% salary I plan to conduct research at various U.S. archives for my SSHRC-funded project "A Double-Edged Sword: Confronting the Colour Line in American Cold War Culture." I will also begin the writing of my book.

Schmenk, Barbara, Germanic and Slavic Studies, January 1, 2023 to June 30, 2023 at 85% salary As an applied linguistics scholar, my research focuses on language education and cultural studies. I will work on my book project (working title "Fabricating tradition. The order of the language classroom").

<u>Smilek, Daniel</u>, Psychology, January 1, 2023 to December 31, 2023 at 100% salary I plan to 1) collaborate with several external researchers on studies of the neuro-cognitive mechanisms of human attention; 2) upgrade my statistical knowledge; and 3) begin writing a book

on the principles that govern human attention and on the techniques that can be employed to improve attention performance. These activities will translate into increased scientific output and an expansion of my expertise.

Stillar, Glenn, Communication Arts, January 1, 2023 to June 30, 2023 at 85% salary My research and artistic practice focus on the social semiotics of film production —specifically, 'quotidian'/real life, unscripted, observational cinema made by artists working outside corporate-funded content production hierarchies. I will be completing two extensive film projects: the first, a series of 25 short experimental films shot since the beginning of the pandemic in March 2020 ("Cornered Films"); the second, a multi-part narrative web series called "A Film About Cam" in which I am producer and performer.

<u>Vester, Christina</u>, Classical Studies, January 1, 2023 to December 31, 2023 at 100% salary *My research is in cultural history and the digital humanities. My sabbatical plans include: 1) a journal article on the representation of female martyrdom and power in the Latin comedies of the 10th century playwrite Hrotswitha; 2) revising my website Ketos and adding verbs to my game app Hoi Polloi Logoi.*

Due to an oversight, this sabbatical was not communicated to the Board at the appropriate time; approval by the Board is being sought retroactively.

Mehlenbacher, Ashley, English Language and Literature, September 1, 2022 to August 31, 2023 at 85% salary

I will continue my work in rhetoric and science communication. I will complete several articles related to my CRC funded climate change communication research program.

Faculty of Engineering

Alumur Alev, Sibel, Management Sciences, May 1, 2023 to October 31, 2023 at 85% salary My research will focus on providing efficient and sustainable designs for smart mobility networks by optimizing hub locations and developing analytical tools and methods for data-driven decision support in hub network design. I will attend prestigious conferences in my field and continue training the graduate students in my research team.

Ban, Dayan, Electrical and Computer Engineering, January 1, 2023 to December 31, 2023 at 85% salary

My research areas include optoelectronic devices, photonics, nanoelectronics and quantum devices. I will focus on advancing my research program, visit my research collaborators around the world, explore new collaboration opportunities, and try to commercialize technologies out of my past and ongoing research projects.

Basir, Otman, Electrical and Computer Engineering, January 1, 2023 to December 31, 2023 at 100% salary

I maintain an active research program in intelligent systems with a focus on two application areas: 1) self-driving vehicles (NSERC program); 2) human machine interaction and its application in digital therapy. I plan to collaborate with industrial partners and colleagues from UW and McGill, and Abu Dhabi University to advance my research program. Furthermore, I plan to complete the writing of a book on organic computing.

Blackwell, Adrian, Architecture, January 1, 2023 to June 30, 2023 at 85% salary I will work full-time for six months on an exhibition in the Canadian Pavilion at the Venice Biennale of Architecture focused on the architectural dimensions of affordable and subsidized housing in Canada. The exhibition brings together the work of activists, architects and advocates to develop site specific strategies for affordable housing.

Cao, Shi, Systems Design Engineering, March 1, 2023 to August 31, 2023 at 85% salary My area of research is Human Factors Engineering. I will develop a new graduate course about computational modelling methods and focus on my new research direction in aviation human factors. The new course will cover cognitive architecture, machine learning, and statistical modelling methods. The research outcomes will include data and models for pilot performance and skill learning.

<u>Clausi, David</u>, Systems Design Engineering, January 1, 2023 to August 31, 2023 at 100% salary My area of research is computer vision and I plan to continue my extensive research program within the Vision and Image Processing (VIP) Research Group. This will provide me with dedicated time to conduct research, apply for new grants, write journal papers, and work with HQP. This will lead to preparing my NSERC Discovery Grant renewal which is due Fall 2023.

<u>Crowley, Mark</u>, Electrical and Computer Engineering, November 1, 2023 to April 30, 2024 at 85% salary

I will conduct novel research in Artificial Intelligence and Machine Learning and expand my academic network through travel to conferences. The focus will be exploration of the latest advances in my research areas of Reinforcement Learning occurring at research labs in industry and academia. My goal is to visit two or three locations, using my contacts, to kickstart a new round of collaborations and projects in preparation for my second NSERC Discovery Grant to be submitted in Fall 2024.

Dietl, Werner, Electrical and Computer Engineering, May 1, 2023 to October 31, 2023 at 85% salary My research interests are in safe and productive software development. I will further collaborate with colleagues at Karlsruhe Institute of Technology, Germany, to establish new collaborations at TU Wien, Austria, and for short-term academic visits. The expected outcomes are strengthened collaborations resulting in academic and industrial impact.

<u>Fischmeister</u>, <u>Sebastian</u>, Electrical and Computer Engineering, January 1, 2023 to December 31, 2023 at 85% salary

My area of research is safety and security for critical infrastructure and systems. I plan to deepen the collaboration with industrial partners through extended visits and will concentrate on translating current research results into practice al applications.

<u>Gebotys, Catherine</u>, Electrical and Computer Engineering, January 1, 2023 to December 31, 2023 at 100% salary

I plan to advance the field of secure embedded hardware by researching an open source RISC-V based common platform linked to machine learning and manufacturing technologies, strongly collaborating with Canadian industry/academics.

Gostick, Jeff, Chemical Engineering, January 1, 2023 to December 31, 2023 at 85% salary I plan to visit the lab of Shohji Tsushima at Osaka University, who specializes in redox flow batteries. It is currently planned to develop optimized electrode architectures using artificial intelligence algorithms coupled to my lab's pore-network modeling framework. It is expected that a higher performing structure can be designed that increases power density while lowering pumping and operating costs.

Huck, Peter, Civil and Environmental Engineering, January 1, 2023 to June 30, 2023 at 85% salary I propose to be primarily at the Technical University of Berlin, Germany with Professor Ferdi Hellweger and Aki Sebastian Ruhl, focusing on drinking water quality, including algal blooms and microplastics. I will spend some time in several other locations, and expect to spend considerable time drafting a book which the International Water Association has agreed to publish.

Johnson, **David**, Mechanical and Mechatronics Engineering, January 1, 2023 to June 30, 2023 at 100% salary

I study the effects of dynamic blade loading on wind turbine blades which has led to evaluating aerodynamic alterations to reduce the dynamic blade loads. I plan to participate in studies with Siemens Wind (Denmark/Germany) on a large MW class commercial turbine and visit with Peinke (Germany) and Braud (CNRS, France). This could lead to development of exchange programs with European researchers and development of new concepts or technologies to evaluate and/or mitigate dynamic blade loads on wind turbine blades.

<u>Knight, Mark</u>, Civil and Environmental Engineering, January 1, 2023 to December 31, 2023 at 85% salary

This sabbatical will continue with research on the rehabilitation of potable water pipelines and infrastructure asset management. Expected outcomes include: 1) visiting industry professionals in Europe and the United Kingdom; 2) development of new industry support grants; 3) development of new international standard and design practice and; 4) expansion of the newly formed Canadian Underground Infrastructure Innovation Center (CUIIC).

<u>Lam, Patrick</u>, Electrical and Computer Engineering, July 1, 2023 to December 31, 2023 at 85% salary

My area of research is program analysis. I plan to continue my collaboration with colleagues at the Victoria University of Wellington, along the lines discussed in my NSERC Alliance International proposal exploring software supply chains. We have complementary expertise in static analysis, and they also have software visualization expertise that I hope to learn from. This collaboration has already produced two conference papers.

Maftoon, **Nima**, Systems Design Engineering, March 1, 2023 to August 31, 2023 at 100% salary My research is focused on using biomechanics and mechanobiology to develop novel therapeutic, diagnostic and predictive tools. The application areas of my research are hearing pathologies and cancer. I will dedicate my time and research to 1) wrap up several unfinished manuscripts and 2) explore possibilities to expand the applications of my research to increase funding possibilities for my laboratory.

Malhotra, Shavin, Conrad Entrepreneurship and Business, January 1, 2023 to June 30, 2023 at 85% salary

I study the influence of top executives on firm strategy and performance. I will study how CEO-CFO personality differences influence firm performance. I will collect firms' conference call texts to parse out CEO and CFO speeches and run a linguistic algorithm to measure their personalities. I will submit two papers from this research to management journals.

<u>Peterson, Sean</u>, Mechanical and Mechatronics Engineering, September 1, 2023 to August 31, 2024 at 100% salary

My research interests lie at the intersection of biology and fluid mechanics. I have recently expanded into finite element modeling of biological systems. I will spend part of my sabbatical at George Washington University working with established researchers in computational biology to enhance

my skills in this area. The remainder will be spent visiting potential collaborators, including at UC Boulder.

Ponnambalam, Kumaraswamy, Systems Design Engineering, November 1, 2022 to April 30, 2023 at 100% salary

My area of research is "design optimization under uncertainty" including multidisciplinary applications in energy area. I plan on developing contour maps of pumped storage hydropower potential of Ontario combined with wind/solar energy generation at location and, where available, with existing power grids to maximize the production and use of sustainable energy considering also equitable sharing as a main objective.

<u>Safayeni, Frank</u>, Management Sciences, January 1, 2023 to June 30, 2023 at 100% salary I plan to continue working on modeling of human action as well as the psychology of proverbs. I will continue to supervise my PhD students. I anticipate further progress on a book I am writing on modeling of human action as well as theoretical development of proverbs.

<u>Savage, Gordon</u>, Systems Design Engineering, January 1, 2023 to December 31, 2023 at 100% salary

My research area is robust design with connections to quality and reliability. The research looks at ways to reduce the uncertainties of the responses given natural uncertainties in system characteristics. I plan to have interactions and collaboration with experts in the area of so-called meta-models (models of models). The outcome will be the addition of a meta-model solution to the inverse problem to help complete a research monograph on Model-Based Robust Design.

<u>Selvakumar, Chettypalayam</u>, Electrical and Computer Engineering, January 1, 2023 to December 31, 2023 at 85% salary

I will 1) conduct new device research on Perovskite Solar Cell, including Perovskite on Silicon and tandem Solar Cells and extend and integrate our novel thin film solar cell modeling with multiple reflections to these new structures; 2) complete two manuscripts a) Percolation Probability in 2D network for journal publication, based on the research work already done; b) Solar Cell Modeling using our new generation model; 3) continue writing my textbook on Semiconductor Devices.

<u>Simakov</u>, <u>David</u>, Chemical Engineering, January 1, 2023 to June 30, 2023 at 85% salary My research is on renewable synthetic fuels by thermocatalytic conversion of greenhouse gases. I work in the fields of heterogeneous catalysis, reactor design and system integration. I plan to travel to the Technion-Israel Institute of Technology to establish research collaboration with Professor Matthew Suss (Mechanical Engineering) on the integrated reforming fuel cell system for water and electricity generation for remote communities.

Tzoganakis, Costas, Chemical Engineering, March 1, 2023 to August 31, 2023 at 85% salary I plan to focus on the following activities: 1) expand our rubber devulcanization technology through our UW start-up, Tyromer Inc., and 2) explore new research activities in sustainable polymeric materials. Expected outcomes of these activities are: 1) new rubber-based materials for automotive products, and 2) increased interactions with the packaging industry.

Wong, William, Electrical and Computer Engineering, September 1, 2023 to August 31, 2024 at 85% salary

As a researcher in large-area electronic systems, my group investigates the integration of electronic materials and devices onto disparate platforms to enhance microsystem functionality. My research spans applications in flat panel displays, solid-state lighting, and wearable electronics. I plan to explore new opportunities in printed flexible electronics to expand my group's opportunities in large-area flexible electronics.

Zhao, Boxin, Chemical Engineering, January 1, 2023 to December 31, 2023 at 100% salary My research is in the areas of chemical engineering, polymer nanotechnology, and soft materials. Plans for leave include 1) conducting research and write a textbook, 2) developing and commercializing an advanced gel coating technology and; 3) visiting colleagues to explore potential collaborations. The expected outcomes may include enriched and broadened professional knowledge, research and teaching experiences, and entrepreneurship skills.

Faculty of Environment

Duguay, Claude, Geography and Environmental Management, January 1, 2023 to December 31, 2023 at 96.1% salary

My main area of research is satellite remote sensing of ice/snow and surface water. As a Visiting Professor in the Department of Earth Sciences at the University of Coimbra (UC), Portugal, I will be working on the completion of manuscripts and their submission to journals, and initiating a collaboration with researchers of UC Space, a recently established interdisciplinary research group, on the topic of Earth Observation.

Feick, Robert, Planning, January 1, 2023 to December 31, 2023 at 95.4% salary *My research will focus on three themes: a) citizen-authored geographic information in community planning, b) machine learning methods for characterizing individuals' place exposure from GPS tracks and street-level imagery, and c) local spatial multi-criteria analysis for examining place-based conflict in land use planning. I expect that my research activities will produce three to four manuscripts.*

<u>Fletcher, Christopher</u>, Geography and Environmental Management, January 1, 2023 to June 30, 2023 at 85% salary

I will conduct novel research on using satellites and machine learning to estimate Arctic snowfall at Vanderbilt University in collaboration with my host Dr. Ralf Bennartz. This research is supported in part by a Fulbright Canada Visiting Scholar award.

<u>Kelly, Richard</u>, Geography and Environmental Management, May 1, 2023 to September 30, 2024 at 100% salary

I will be conducting scientific research using our new airborne radar imaging system (CFI-funded) for terrestrial snow and ice observations under a CSA-funded project. Also, I will be working on refining my global snow mass product that has been in development for the last five years and be exploring the role of machine/deep learning in the research. I am also Co-Editor in Chief of a Major Reference work for Elsevier (The Cryosphere and Environmental Change) due for submission in January 2024.

Li, Jonathan, Geography and Environmental Management, January 1, 2023 to June 30, 2023 and January 1, 2024 to June 30, 2024 at 85% salary

My research program focuses on the automated extraction of semantic and geometric information from earth observation images and LiDAR point clouds using AI or machine learning algorithms in the areas of geomatics and systems design engineering. The expected outcomes from the six month leave mainly include some joint proposals/projects and publications co-authored with the faculty and graduate students in the host universities.

McCordic, Cameron, Environment, Enterprise and Development, January 1, 2023 to June 30, 2023 at 100% salary

My area of research is sustainable urban development in the Global South. I plan to 1) review literature on climate change impacts on sustainable urban development; 2) design mixed methods approach to Bayesian Network methodology; and 3) submit five manuscripts exploring climate change impacts in cities. The Bayesian network methodology and publications will support my SSHRC Partnership Grant application in 2026 exploring climate change impacts in secondary cities.

<u>Van Wychen, Wesley</u>, Geography and Environmental Management, May 1, 2023 to October 31, 2023 at 100% salary

The aim is to 1) complete my tenure application (July 1, 2023); 2) complete several partially written papers related to glacier dynamics change in the Canadian High Arctic; 3) collaborate with colleagues at the German Aerospace Center (DLR); and 4) develop new project ideas in the area of remote sensing of glaciers as part of my on-going NSERC Discovery Grant.

Weber, Olaf, Environment, Enterprise and Development, January 1, 2023 to December 31, 2023 at 85% salary

I plan to visit colleagues in New Zealand and Australia for collaborative research in the field of sustainable finance. I will analyze sustainable finance governance approaches globally to identify best-practice models.

Wilson, Jeffrey, Environment, Enterprise and Development, January 1, 2023 to June 30, 2023 at 100% salary

My area of research is sustainability management with an emphasis on biophysical accounting tools to support decision making that advances low carbon transitions. I will apply for an IDG grant in February 2023, strengthen international research collaborations in China and the UK, and publish four articles and one technical report based on current research.

Faculty of Health

Bigelow, Philip, Public Health Sciences, January 1, 2023 to December 31, 2023 at 85% salary I use epidemiological and qualitative methods in my applied research to improve the health and wellness of vulnerable populations. I will examine the underlying factors for the high prevalence of stress and burnout in cultural workers who face low pay, precarity and were put at additional risk during the pandemic. I will present findings at a conference and in manuscripts.

Heckman, George, Public Health Sciences, January 1, 2023 to June 30, 2023 at 100% salary *My primary objective is to consolidate the implementation of an international francophone network for interRAI (Canada/Quebec, France, Switzerland, Benin, Sudan, Belgium and others TBD), including a francophone interRAI database and a data dictionary for translations. To demonstrate the effectiveness of this network, we plan to develop at least one manuscript based on cross-national analyses and draft a joint grant proposal.*

Maly, Monica, Kinesiology and Health Sciences, January 1, 2023 to December 31, 2023 at 85% salary

I will focus on my research, which aims to enrich quality of life for adults living with knee osteoarthritis (OA) using rehabilitation strategies that directly target OA risk factors. Plans for this leave include: installing a new CFI-funded motion capture system, implementing a CIHR-funded cohort study, and collaborate with field leaders in knee OA rehabilitation at the University of

Melbourne.

Parry, Diana, Recreation and Leisure Studies, November 1, 2022 to April 30, 2023 at 100% salary My research explores women's health/wellbeing with a particular focus on addressing gendered inequities and advancing social justice. Grounded in feminist theories, my research utilizes a variety of methodological and representational approaches. I will focus on completing a SSHRC Insight grant, explore a partnership grant, learn a new body of literature, focus on presenting my research at relevant conferences and explore a new book topic.

Faculty of Mathematics

<u>Cormack, Gordon</u>, Computer Science, January 1, 2023 to June 30, 2023 at 85% salary I intend to collaborate with Andrea Trico, CRC, et al. at St Michael's Hospital and University of Toronto, and other health-care professionals/institutions, to build, evaluate, and deploy information retrieval tools for systematic review in evidence-based medicine.

Feng, Ben, Statistics and Actuarial Science, January 1, 2023 to June 30, 2023 at 100% salary *My research focuses on Monte Carlo simulation experiment design and analysis in actuarial and financial applications. I plan to visit co-authors and potential collaborators during the requested leave. The expected outcomes include new research collaborations and increased number of publications.*

Girelli, Florian, Applied Mathematics. January 1, 2023 to June 30, 2023 at 100% salary I will continue my research on quantum gravity. I will stay for four weeks in Paris where I have been invited as a CNRS researcher at the Institut Henri Poincare, Paris. I will teach a course on quantum groups and I have been invited to contribute to a workshop. I will spend the rest of the leave in Waterloo, based at the Perimeter Institute and the University of Waterloo. Outcomes include publishing papers and participating in the activities of the Quantum Gravity group at the Perimeter Institute.

Hoey, Jesse, Computer Science, January 1, 2023 to December 31, 2023 at 100% salary My area of research is in affective computing and computational social science. I have been collecting notes and readings for a book over the past 10 years and plan to stay in Waterloo and distill all into a published book on emotions underlying social change and artificial intelligence. I will also take two short trips (to Berlin and to Duke University) to work with colleagues for extended periods (2-3 weeks). Expected outcomes are 2 more full length journal papers and the book manuscript first draft for review.

Kaplan, Craig, Computer Science, January 1, 2023 to December 31, 2023 at 100% salary *I will pursue and deepen my research on applications of computer graphics and mathematics in art and design, with an emphasis on advances in computational tiling theory, and generation of ornamental patterns for textiles and clothing. <i>I will also continue to supervise (and co-supervise) my graduate students on their research, spanning topics in computer graphics and human-computer interaction. Finally, I will catch up on my backlog of paper writing and software releases, and work on a popular science book that explores ideas in mathematics and computer science through the lens of tiling theory.*

Kerschbaum, Florian, Computer Science, January 1, 2023 to December 31, 2023 at 85% salary My area of research is Data Security and Privacy. I plan to visit Professor Radu Sion at Stony Brook University and Professor Frederik Armknecht at University of Mannheim. The expected outcome is joint research, ideally in the form of publications, laying the groundwork for future collaborations.

Leung, Debbie, Combinatorics and Optimization, January 1, 2023 to June 30, 2023 at 85% salary *I will attend a conference in Taiwan, visit collaborators in HKU, take an additional trip to UC Boulder and/or IBM for collaboration, and finish manuscripts for results obtained the last few years.*

<u>Purbhoo, Kevin</u>, Combinatorics and Optimization, January 1, 2023 to June 30, 2023 at 85% salary My research is in algebraic combinatorics, algebraic geometry, and representation theory. I plan to travel to Vancouver to continue ongoing collaborative work with Jake Levinson at Simon Fraser University. I expect we will be able to complete at lest one major paper.

Salihoglu, Semih, Computer Science, May 1, 2023 to April 30, 2024 at 96.1% salary I study software systems to manage and process graph-structured data and have expertise in query processing. I plan to remain in Waterloo to focus on: 1) writing a book on novel techniques for query processing in graph database management systems; and 2) develop the background to study a new component, called transaction management.

Shum, Henry, Applied Mathematics, January 1, 2023 to June 30, 2023 at 100% salary My area of research is mechanics of motility of microorganisms, chemical and hydrodynamic instabilities. I will focus on completing research projects in progress, including work with collaborators, and preparing documents for tenure application. I expect to submit two manuscripts for publication and submit my tenure application package.

Sivaloganathan, Sivabal, Applied Mathematics, September 1, 2023 to August 31, 2024 at 100% salary and January 1, 2025 to July 31, 2025 at 100% salary I will focus on the mathematical and computational and clinical applications of modelling of HIFU (High Intensity Focussed Ultrasound). My plan is to spend 6 months at Johns Hopkins University, and 6 months at the University of Oxford. In between, I am on the Scientific Advisory Panel for a six month thematic program on mathematical oncology in 2024, and will be actively involved in this.

Zhu, Yeying, Statistics & Actuarial Science, January 1, 2023 to December 31, 2023 at 85% salary I will visit my research collaborators. The main purpose is to work on a few research projects and get the research published in peer-reviewed journals, as well as to extend my research collaborations. My research focuses on casual inference and machine learning.

Faculty of Science

Chang, Feng, Pharmacy, January 1, 2023 to December 31, 2023 at 100% salary *My areas of research are in geriatrics, rural health, and pharmacist practice in opioid and opioid use disorder. I plan to complete publications for previous projects, pursue new or expanded collaborations and initiate proposal development for the next three to five years.*

<u>Honek, John</u>, Chemistry, January 1, 2023 to December 31, 2023 at 100% salary *My entire sabbatical will be undertaken at UW and will focus on; 1) expansion of our discovery of novel bionanomaterials composed of nanodimensional capsule proteins and filamentous bacteriophage. 2) research on an NSERC Alliance funded grant on plastics: screening enzymes to surface modify polyethylene.*

Khan, Shamroze, Optometry and Vision Science, January 1, 2023 to June 30, 2023 at 100% salary I will complete two research projects in the area of low vision (driving rehabilitation and clinical techniques), which will provide a basis for evidence-informed best practice for the optometric

profession. Outcomes will be the completion of data collection and analysis and two draft manuscripts. I will also complete half the requirements for a Diplomate in low vision from the American Academy of Optometry.

Kleinke, Holger, Chemistry, January 1, 2023 to December 31, 2023 at 100% salary I will collaborate with Dr. Seshadri in Santa Barbara (USA), to use machine learning for discovering new thermoelectrics. Additionally, I will visit Dr. Zeier in Münster (Germany), to investigate the interplay of ionic mobility and thermal conductivity. These activities should substantially enhance my research output, and enable me to secure more research funding in the near future.

Lin, Shoufa, Earth and Environmental Sciences, January 1, 2023 to December 31, 2023 at 100% salary

To conduct research on structural and tectonic evolution of mountain belts of various ages, evolution of tectonic processes through time and structural and tectonic control on mineralization.

McCulloch, Daphne, Optometry and Vision Science, March 1, 2023 to August 31, 2023 at 100% salary

I aim to apply efficient signal analysis to existing electrophysiological data for children at risk for visual impairment. The sabbatical will focus on frequency-domain analysis and data sharing agreements for electroretinogram and visual evoked potential waveforms in children with rare diseases (HARS Syndrome and optic nerve hypoplasia), those exposed prenatally to opiates and those born prematurely.

Nagge, Jeff, Pharmacy, January 1, 2023 to December 31, 2023 at 93.3% salary I plan to develop and study a virtual hypertension clinic comprised of artificially intelligent "patients". This work builds upon my experience in building a virtual anticoagulation clinic. The expected outcome will be a clinic that can be used to train undergraduate and post-graduate pharmacy students, and practicing clinicians (e.g., pharmacists, nurses, physicians) interested in expanding their practice.

Sabbatical Cancellations

Faculty of Arts

Habib, Jasmin, Political Science, September 1, 2022 to February 28, 2023 at 85% salary

Phillips, Blake, Accounting and Finance, September 1, 2022 to August 31, 2023 at 100% salary

Stillar, Glenn, Communication Arts, July 1, 2022 to December 31, 2022 at 85% salary

Faculty of Health

<u>Dickerson, Clark</u>, Kinesiology and Health Sciences, July 1, 2022 to December 31, 2022 at 100% salary

Faculty of Engineering

Przybylski, Maya, Architecture, September 1, 2022 to February 28, 2023 at 85% salary

Faculty of Mathematics

Salihoglu, Semih, Computer Science, January 1, 2023 to December 31, 2023 at 93.3% salary

Administrative Leaves

Faculty of Environment

Kelly, Richard, Geography and Environmental Management, January 1, 2023 to April 30, 2023 at 100% salary

I will be conducting scientific research using our new airborne radar imaging system (CFI-funded) for terrestrial snow and ice observations under a CSA-funded project. Also, I will be working on refining my global snow mass product that has been in development for the last 5 years — we will be exploring the role of machine/deep learning in the research. I am also co Editor in Chief of a Major Reference work for Elsevier (The Cryosphere and Environmental Change) due for submission in January 2024.

Faculty of Mathematics

<u>Sivaloganathan</u>, <u>Sivabal</u>, Applied Mathematics, September 1, 2024 to December 31, 2024 at 100% salary

I will focus on the mathematical and computational and clinical applications of modelling of HIFU (High Intensity Focussed Ultrasound). I am on the Scientific Advisory Panel for a thematic program on mathematical oncology in 2024, and will be actively involved in this.

Faculty of Science

Moffatt, Barb, Biology, January 1, 2023 to April 30, 2023 at 100% salary *I will be clearing out my lab, distributing equipment and reagents to colleagues, submitting two manuscripts and fulfilling committee duties (i.e. graduate supervisory committees, Dean of Science search committee, PhD Chair committee).*

FOR **INFORMATION**

ADMINISTRATIVE APPOINTMENTS

Report Summary

Administrative Appointments: 9 Administrative Appointment Changes: 2

Administrative Appointments

Faculty of Arts

Dolmage, **Jay**, appointment as Chair, English Language and Literature, Faculty of Arts, effective July 1, 2022 to June 30, 2026

<u>Habib, Jasmin</u>, appointment as Chair, Political Science, Faculty of Arts, effective September 1, 2022 to August 31, 2026

<u>Liebscher, Grit</u>, re-appointment as Interim Chair, Communication Arts, Faculty of Arts, effective July 1, 2022 to June 30, 2023.

Phillips, **Blake**, appointment as Director, Accounting and Finance, Faculty of Arts, effective September 1, 2022 to August 31, 2026

Faculty of Engineering

Hancock, Mark, appointment as Interim Chair, Management Sciences, Faculty of Engineering, effective September 1, 2022 to April 30, 2023.

Przybylski, Maya, appointment as Interim Director, Architecture, Faculty of Engineering, effective July 1, 2022 to June 30, 2023.

Faculty of Environment

de Loe, Robert, appointment as Associate Dean Research, Faculty of Environment, effective January 1, 2023 to December 31, 2025.

Faculty of Mathematics

Swamy, Chaitanya, appointment as Chair, Combinatorics and Optimization, Faculty of Mathematics, effective July 1, 2022 to June 30, 2024.

Faculty of Science

<u>Tang</u>, <u>Shirley</u>, appointment as Associate Dean, Research, Faculty of Science, effective September 1, 2022 to August 31, 2025.

Administrative Appointment Changes

Faculty of Engineering

Bordeleau, Anne, appointment as Director, Architecture, Faculty of Engineering, from the current term of May 1, 2020 to April 30, 2024 changed to May 1, 2020 to June 30, 2022.

Faculty of Environment

<u>Clarke, Amelia</u>, appointment as Associate Dean, Research, Faculty of Environment, from the current term of September 1, 2021 to August 31, 2024 changed to September 1, 2021 to December 31, 2022.

This page intentionally left blank.

University of Waterloo Board of Governors EXECUTIVE COMMITTEE Report to the Board 25 October 2022

This report is submitted following the committee's deliberations during July 2022.

FOR INFORMATION

Or	On 19 July 2022, the following resolution was passed on behalf of the Board of Governors.				
1.	Financial Statements for Year Ended 30 April 2022 That the Board Executive Committee approve the Financial Statements on b Governors.	ehalf of the Board of			
	Cindy Chair,	Forbes Executive Committee			

This page intentionally left blank.

University of Waterloo Board of Governors FINANCE & INVESTMENT COMMITTEE Report to the Board of Governors

Report to the Board of Governors 25 October 2022

This report is submitted following the committee's meeting of 6 October 2022, for inclusion in the consent agenda.

FOR INFORMATION			

1. General Oversight

Investment Fund Performance. The committee reviewed the performance of the registered pension plan, endowment fund, IQC trust fund, and payroll pension plan portfolios as at 30 June 2022. The market downturn that occurred over Q2 2022 has impacted all funds. On a one-year basis the registered pension fund returned -9.1% net of fees, below the return target of 11.9% (CPI+3.5%). The endowment fund's performance exceeded the fund's policy benchmark on a one-year basis, whereas the IQC trust fund trailed its benchmark over the same period. The payroll pension plan, which is fully indexed, continues to track closely to the policy benchmark.

2. Amendment to Expendable Funds Investment Guidelines

The Expendable Funds Investment Guidelines were first approved in June 2020, and the amendments include: content to account for cases where recognized bond agencies to do not agree on the credit rating for a corporate bond; addition of private equity as a permitted investment, and detail on their treatment; certain exceptions to prohibited investments.

3. Review of Investment Guideline Compliance

The committee received an assessment of the funds' compliance with the various applicable SIPP and investment guideline requirements. The committee noted areas where one investment manager's four-year performance has not met the return objective, and the committee will actively monitor the performance of that manager. The expendable fund holds equity investments in nominal amounts, though said investments are not included under the current guideline – these equity investments in private companies were received by the University because of commercialization agreements with Waterloo researchers, and the Expendable Funds Investment Guidelines were amended to permit said investments (see item 2 of this report).

/mg Michael Ashmore Chair

This page intentionally left blank.

University of Waterloo GOVERNANCE COMMITTEE Report to the Board of Governors 25 October 2022

This report is submitted following the committee's meeting of 6 October 2022.

FOR INFORMATION	

1. Development of the Pool of Potential Governors

In advance of the new fiscal year beginning May 2023, the committee has begun considering individuals for potential recommendations to the Board of Governors, as well as working to identify potential new committee chairs. The committee expects to bring forward a recommendation to the Board of Governors at the February 2023 meeting.

2. Consideration of Potential Revisions to Board of Governors Bylaw 1

The committee has been briefed by administration of amendments under consideration to Board Bylaw 1, specifically to update sections H (indemnification – Board of Governors) and I (Conflict of Interest – Board of Governors). Administration is currently liaising with internal stakeholders on the potential amendments.

3. Board Work Plan

The attached Board of Governors work plan is provided to governors for information and for awareness of planned activities at meetings for the remainder of the governance year. Please note the several joint activities planned with the University's Senate which are listed at the end of the document. Several Strategic Plan Thematic discussions are planned for January, March, and May of 2023. Similarly, several joint education sessions will be held with Senators, but note that the annual orientation for next year's governance year will be held on 1 June 2023 and will be reserved for governors.

18 October 2022 Cindy Forbes /mg Chair



2022-2023 Board of Governors Work Plan

Board of Governors Agenda Items	7 June 2022	25 October 2022	7 February 2023	4 April 2023
OPEN SESSION				_
CONSENT AGENDA	I	1		T
Minutes	•	•	•	•
Business Arising	•	•	•	•
Report of the Vice-President, Academic & Provost				
 Sabbatical and Admin Leaves/Admin Appointments 	-			
University Professor Designation				
Report of the Vice-President, Administration & Finance	•			
■ Incidental Fee Changes (as necessary)				
■ Incidental Fee Changes (Residence Fees)				
Reports from Committees (as necessary)				
REGULAR AGENDA	_	•		
Accountability Status Reports (Open Regular Session)				
 Consolidated Undergrad and Grad Academic Program Review Report (requirement of HEQCO) (VPAP) 			•	
 Annual Report – Sexual Violence Prevention Report (MCU Requirement) (VPAP) 				
Standing Reports (Open Regular Session)		•		
 Annual Update on Communications/Marketing/Advocacy Strategies 				
Annual Research Report				
 Annual Advancement Report (including dashboard with key data points, annual numbers industry benchmarks) 				
 Annual Report on Cybersecurity (to be scheduled with the new CIO in 2023) 				
Report of the President				
President's Update (General Update)		-		
Student Spotlight	•		•	•
PART annual progress update				•
Strategic Plan Annual Update, including KPIs				
Strategic Plan TALENT Update ('23 Spotlight to be determined)			•	
 Strategic Plan COMMUNITIES Update ('23 Sustainability) 				•
 Strategic Plan RESEARCH Update ('23 Interdisciplinary Approaches to Research and Academic Programs) 				



Board of Governors Agenda Items	7 June 2022	25 October 2022	7 February 2023	4 April 2023
Report of the Vice-President Academic & Provost				
 Housing Update 		•		
Co-op Annual Update				
 Operating Budget – Update (current year) and Planning for upcoming year 				
Tuition Fee Setting including co-op fee			•	
 Undergrad and Grad Recruitment Admissions Update (VPAP to include in Feb operational update) – include recruitment strategies and trends in report 			•	
Operating Budget Approval for 23-24				•
Reports from Committees (as necessary)	•	•	•	•
 A&R - Delegation of Board Executive Committee to approve audited financial statements F&I - Tuition fee changes and Co-Op Fee recommendations 				-
			•	
F&I – Operating Budget recommendation				•
CONFIDENTIAL SESSION				_
CONSENT AGENDA		ı		
Reports from Committees (as necessary)	•	•	•	•
Report of the Vice-President & Provost				
New Appointments with Tenure	•	•		
Tenure and Promotions Recommendations				
REGULAR AGENDA		1	I	
External Auditor and Internal Auditor Approval (as it arises every few years)				
Annual Advancement Donor List – FY22 Gifts and Pledges \$250K+ (Policy 7) - single donor gifts of \$250K+, not cumulative donor gifts	•			
Reports from Committees (as necessary)				
IN CAMERA SESSION				
Report from the Governance Committee – President's Mid-year Assessment			•	
Report from the Governance Committee – President's Annual Performance				•

SENATE AND BOARD STRATEGIC PLAN THEMATIC SESSIONS (2022-2023)

In 2022, administration held focused small group discussions on strategic plan areas in advance of regular Board meetings for those governors interested in advance discussions. This year's sessions will be scheduled together with members of Senate and will be held by Teams on Tuesday or Wednesday afternoons from 3:00-4:30 p.m.

- 10 January 2023 Talent (Spotlight: To be determined)
- 21 March 2023 Communities (Spotlight: Sustainability)
- 2 May 2023 Research (Spotlight: Interdisciplinary approaches to Research & Academic Programs)

SENATE AND BOARD JOINT EDUCATION SESSIONS (2022-2023)

- 1 February 2023 Quality Assurance Framework for Undergraduate and Graduate Programs (in advance of annual report to Board; James Rush)
- 1 March 2023 Funding Environment/SMA/Corridors (in advance of April Budget Approval; James Rush)
- In addition, the following session is just for Governors: 1 June 2023 Annual Board Orientation (in advance of the first meeting of the governance year; Vivek Goel and Karen Jack)
 33 of 269

This page intentionally left blank.

University of Waterloo Board of Governors PENSION & BENEFITS COMMITTEE Beneat to the Board of Covernors

Report to the Board of Governors 25 October 2022

This report is submitted following the committee's meetings of 24 June 2022, 16 September 2022, and 7 October 2022 for inclusion in the consent agenda.

FOR INFORMATION

1. General Oversight

The committee receives regular reports from the consulting actuary on legislative and policy changes anticipated and in force that impact public sector pensions, as well as changes implemented by other public sector pension plans. The committee discusses implications for the pension plan and takes the information into account when making decisions on matters including plan design, funding and administration.

As part of the general oversight function exercised by the committee, the committee has devoted attention to following issues: a funding policy for the pension plan and funded status of pension plan.

2. Benefits Coverage For In Vitro Fertilization

The committee formed a working group to conduct a fact-finding exercise regarding benefits coverage supporting plan members with family aspirations, and to examine the prospective implications (financial/regulatory/contractual requirements) to expand provision of coverage for reproductive procedures that extend beyond the current scope. Membership includes committee members, along with support from AON, Human Resources, Finance, the Secretariat, and Green Shield Canada. A report with the group's recommendations is expected to be submitted to the committee for an upcoming Fall 2022 meeting.

3. Revisions to Policies 23 and 59

The committee agreed to recommend revisions to Policy 23 and Policy 59 to both the Faculty Relations Committee (FRC) and Staff Relations Committee (SRC), in order to clarify service definitions under those policies. FRC and SRC approved these changes on 30 June 2022 and 6 June 2022 respectively.

4. Pension Administration, Internal Supporting Resources

The committee approved the funding of two net new pension administrator positions by the plan, and that a formal review of internal resources again be conducted within the next five years and in conjunction with the competitive bidding process that is required to support the pension administration system effective November 1, 2026. The new positions address the demands arising from the growth of the plan's membership over the last 10 years and significant increases in overall demands on support staff. It is anticipated this will cost the plan about \$175,000 annually. An annual review of the plan staff has been added to the committee workplan.

5. Progress On Green Shield Canada Implementation

The committee received reports of the Green Shield Canada (GRC) implementation to administer the Extended Health, and Dental (EHD) benefits effective January 1, 2023, providing information to support the GSC implementation, including details on aspects that differ from current administrative arrangements. As required through the RFP process, GSC will match the existing EHD benefits plan design in terms of maximums and coinsurance levels; however, every benefits provider has differences in terms of administration which were identified in an initial transition analysis conducted by GRC by reprocessing claims processed by Canada Life for the July 2021 to June 2022 period within their claims adjudication system to identify any differences in outcome. The committee made several decisions to address these differences identified by the transition analysis. A second transition analysis will be performed in November 2022 with "top up" claims data to identify additional issues, if any.

6. Pension Fund Investment Reporting

The committee received a report from Pension Investment Committee (PIC) re: total fund and investment manager performance for the second quarter of 2022. The fund returned -9.77% (gross of fees) for the quarter, which was behind the performance objective of CPI + 3.5% but the fund did outperform against the benchmark by +0.42%. The market has been very volatile, the RPP market value was at \$2.037b on 30 June 2022, \$2.077b on 23 September 2002 (\$40m increase since 30 June 2022), and then \$2.062b on 26 September 2022 (\$25m increase since 30 June 2022). The current YTD looks negative across the markets but that there are no alarm bells at this time. The importance of the strength of the long-term strategy and funding policy was discussed, along with the possibility of increasing the diversity of investment style. PIC will be meeting with investment managers over the next two meetings.

7. University Pension Plan (UPP) Educational Session

The committee host an informational educational session from the UPP on 30 September 2022 and heard a follow up presentation at the 7 October 2022 meeting. Members of the Pension Investment Committee as well as the Finance & Investment Committee were also invited to attend. The UPP presentation included: the features and benefits of their plan; a high-level overview of their administrative processes and structure; a comparison of the UPP and the Waterloo's pension plans; and overview of UPP's investment approach; as well as their Climate Action Plan.

/twk	Peter Bar
	Chair



To: University of Waterloo's Board of Governors

From: Vivek Goel, President & Vice-Chancellor

Date: Tuesday, October 18, 2022

Subject: Annual Update for 2021-22 Strategic Plan & Waterloo's

Performance Indicator Dashboard for 2019-22

Please find enclosed the Annual Update for 2021-2022 for Waterloo's Strategic Plan ("Annual Update") and Waterloo's Performance Indicator Dashboard for 2019-2022 ("KPIs").

At our past three meetings this year, we focused on discussing progress in the three thematic areas of the strategic plan (in January 2022 on Talent, in March 2022 on Communities, in June 2022 on Research). Each year at our Fall meeting, we review implementation of the strategic plan and the key performance indicators.

The Annual Update compiles progress on select initiatives and goals. Enhancements to the Annual Update report include placement of progress bars with 'started', 'in progress', and 'completed' statuses against selected initiatives. Initiatives are hyperlinked to the Strategic Plan website where more details are available. You will need your WatlAM credentials to enter the website. Please contact Diana Goncalves in the Secretariat at d3goncalves@uwaterloo.ca to obtain credentials as needed.

Complementing the Annual Update are the KPIs with the institution's dashboard of indicators and results organized by the three thematic areas of the strategic plan. Results are compared against peer groups in the post-secondary education sector in Canada. In the KPIs document, we continue to address the selection and presentation of metrics to support governance oversight. This year, we have presented a slightly broader set of institutional KPIs as per our strategic plan themes (Talent, Research, Communities). Indicators carried over from the Annual Update report are highlighted. We provide our three-year performance against ourselves and our peer group, which varies depending on the data source. There are clearly areas where Waterloo can make improvements. With this analysis, we can better couple how and where our various activities can make a difference. We also hope that by growing our focus on performance indicators, we encourage not only improvements, but also the unconventional ideas required to fuel visioning for Waterloo at 100.



Last week both the Annual Update and the KPIs were tabled with Senate. At our meeting next week, I look forward to discussing the materials and to your questions and comments.

2021-22 ANNUAL UPDATE

2020-2025 Strategic Plan

OCTOBER 2022



INTRODUCTION

The 2021-2022 Strategic Plan Annual update offers information about progress on selected initiatives in the three key theme areas covered by the University of Waterloo's 2020-2025 plan: Developing Talent for a Complex Future, Advancing Research for Global Impact and Strengthening Sustainable and Diverse Communities. These selected initiatives offer a flavour of how we are addressing each of the theme areas and eleven goals. Additional work is ongoing in most areas, including Faculty contributions. More detail about these selected Faculty highlights are available at the strategic plan's action and progress website.

The report also offers relevant, high level, indicators that can be meaningfully connected to desired strategic goals. These indicators are important to help monitor Waterloo's longer-term progress. Where available, data includes benchmarks for comparison to Ontario, Canadian, or international contexts. Again, only selected indicators are shown here with additional indicators available on the strategic plan action and progress website.

For additional detail on our strategic plan, and our progress, please visit the <u>Strategic Plan Action and Progress website</u>. This is a password-protected website. To access it, use your campus credentials.



TABLE OF CONTENTS

- 1 INTRODUCTION
- 2 DEVELOPING TALENT FOR A COMPLEX FUTURE
- 10 ADVANCING RESEARCH FOR GLOBAL IMPACT
- 16 STRENGTHENING SUSTAINABLE AND DIVERSE COMMUNITIES



EDUCATE GLOBAL CITIZENS FUTURE OF WORK AND THRIVE IN AN AGE OF BY PUTTING LEARNERS THE CENTRE OF EVERYTHING WE

Developing talent for a complex future

OBJECTIVES

- T1A INCREASE FLEXIBLE CURRICULA
- T1B PROMOTE TEACHING AND LEARNING INNOVATION AND REDUCE SYSTEMIC BARRIERS
- T1C REMOVE BARRIERS TO COLLABORATION, INTERDISCIPLINARITY, AND KNOWLEDGE INTEGRATION
- T1D ADVANCE TECHNOLOGY-**ENABLED LEARNING**
- T1E ENHANCE "BUSINESS AT WATERLOO" MODEL

SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

T1B T1C

Designing a Teaching Innovation Incubator (TII) to develop transformative pedagogy and programs

The TII is an exploratory testbed for new, potentially transformative, approaches to teaching. The TII hub is in development. The Beta TII project focuses on engaging graduate students from each Faculty to create a team-taught interdisciplinary course on complex, intractable problems like climate change.

T1B

Focusing on equity, diversity, inclusion, and anti-racism (EDI-R) in curriculum

Waterloo is decolonizing curriculum, addressing equity, and embracing anti-racist pedagogies by: creating new training modules, hiring Indigenous elders, and revising existing and creating new curriculum. The Associate Vice-President Academic office, Centre for Extended Learning (CEL), and faculties are working together with the offices of equity, diversity, inclusion and anti-racism and Indigenous relations to do this important work.

T1A

Removing barriers to innovation: non-credit credentials

Waterloo is developing a new approach to facilitate credentialling of new non-credit and credit courses to support curriculum innovation. The Senate, through the Alternative Credits Approval Committee, has initiated work on this project.

Progress legend

Started

In progress Completed

T1A T1B T1D

Advancing an agile, technology-enabled learning ecosystem

The Digital Learning Strategy Working Group is developing a comprehensive strategy that will help Waterloo prepare for the educational marketplace of the future and to position itself as a leader in digital learning. Consulting with key stakeholders, the group will report in late 2022 with recommendations on how Waterloo can best support the creation of exceptional, learnercentred, digitally-enabled learning opportunities, including flexible delivery modes and learning pathways. The development of a digital learning strategy will follow this important work.

T1A T1D

Leveraging online learning to build active learning opportunities

The Blended Learning Initiative (BLI) is a joint project launched in 2021 by the Centre for Teaching Excellence, CEL, and Waterloo's Faculty-based teaching fellows to help instructors leverage technology-enabled strategies that will optimize in-person instruction. Workshops to support these strategies have been developed. The ultimate objective of this work is to improve student learning outcomes and faculty satisfaction, while also reducing pressure on use of classroom space.

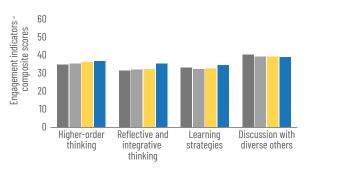
T1D

Optimizing student outcomes for better instructor supports

CEL launched the Agile Development Team in fall 2021 as a two-year pilot to deploy resources to support faculty members interested in adapting or developing online learning materials and courses. As a result of this project's success, it has been extended 41 of 26 yound the two-year pilot period.

TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

Waterloo graduating year students' perception of their exposure to engaging learning practices remained relatively constant T1A T1B



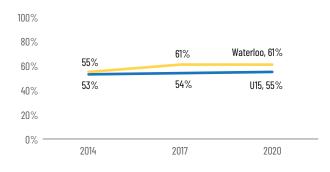
Note: Engagement indicator composite scores are out of a total potential score of 60.

Source: National Survey of Student Engagement (NSSE)

2014 2017 2020

2020 U15 2020

A greater proportion of Waterloo graduating year students report participating in two or more high impact practices compared to the U15 TIA

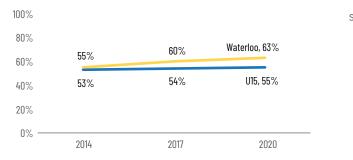


Note: *High impact practices (HIPs) require meaningful interactions with faculty and students, encourage collaboration with diverse others, and provide frequent and substantive feedback.

NSSE asks about participation in six HIPs.

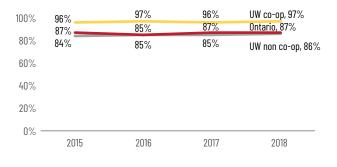
Source: NSSE

In 2020, 63% of Waterloo graduating year students reported that their education contributed to solving complex, real-world problems compared to 55% among U15 comparators T1A T1C



Source: NSSE

Over the past four years, around 85% of non co-op alumni reported that skills gained at Waterloo were related to their employment compared to around 96% of co-op alumni T1A T1C



Source: Ontario University Graduate technology-enabled learning. A working group was formed in 2022 to inform the development of a digital learning strategy. Waterloo has been a leader in digital learning, but the concept of technology-enabled learning is evolving, and Waterloo's approach is evolving with it.

A DEEPER DIVE ON TECHNOLOGY-

Waterloo's strategic plan makes

a direct commitment to advance

ENABLED LEARNING

Today, opportunities for using technology in learning are more available than ever, in part because remote learning during the pandemic created more exposure to online learning. The emerging approach makes use of technology to improve student experience in in-person courses by offering many of the online learning advantages (the ability to work at their own pace, watching lectures more than once to review material). This allows in-person components to focus on more interactive activities like problem solving or discussion. Technology also offers new possibilities for the University to reach mid-career professionals who are not interested or able to take on-campus courses, create joint courses and programs with other universities, and offers more opportunities for international students.

While good work in this area is happening across campus, sometimes it is occurring in siloes. The new Digital Learning Strategy coming in late 2022 will provide an umbrella for coordinating these activities, limiting inefficiency and duplication, while still allowing for creativity afforded by local experimentation.

Developing talent for a complex future

GOAL T2: ENHANCE GRADUATE AND POST-DOCTORAL STUDIES BY EMPHASIZING THE UNIQUE ATTRIBUTES OF THE UNIVERSITY OF WATERLOO AND OUR TALENTED AND DIVERSE GRADUATE STUDENT COMMUNITY

OBJECTIVES

- T2A GROW GRADUATE WORK-INTEGRATED LEARNING
- T2B INCREASE EXTERNAL PARTNERSHIPS FOR GRADUATE LEARNING
- T2C FOSTER AN
 INTERDISCIPLINARY
 ENVIRONMENT FOR
 GRADUATE STUDENTS
- T2D STRENGTHEN GRADUATE STUDENT SUPPORT
- T2E STIMULATE FLEXIBLE, INTERDISCIPLINARY GRADUATE PROGRAMS

SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

Progress legend

Started In progress Completed

T2A

Growing graduate work-integrated learning (WIL)

Waterloo's goal is to build GradWIL to be a prominent differentiator for graduate studies. In 2021 Graduate Students and Postdoctoral Affairs (GSPA) formed a working group with Co-operative and Experiential Education to explore structures and models for GradWIL, build a menu of experiential options for faculties and programs to use, and develop a communication plan.

T2B T2C

Increasing thematic research funding and partnerships available for graduate students, post-doctoral fellows, and faculty

Through 2021-2022, GSPA worked with Institutional Analysis and Planning and Information Systems Technology to identify graduate student financial metrics, including research funding and productivity. These efforts will inform future decisions for growing Waterloo's graduate student programs.

T2C T2E

Developing new interdisciplinary graduate programs based on recommendations from the Interdisciplinary Task Force

Building on recommendations from the Interdisciplinary Task Force, and with support from the Teaching Innovation Incubator (TII), GSPA seeds concepts and facilitates administrative hurdles to support faculties developing interdisciplinary programs. Faculties developed and / or implemented four programs over

Continued on next column

2021-2022 and the provost office committed \$2.1M to support an interdisciplinary postdoctoral scholars' program for 2022-2025.

T2C T2E

Implementing novel, interdisciplinary courses delivered by PhD students

Emerging scholars are working with the TII on the "wicked problem" course development initiative, aiming to solve similar issues from different, interdisciplinary perspectives. In 2021-2022 a senior doctoral student from each Faculty was selected to collaborate and develop an interdisciplinary, team-taught course on addressing climate change. The course will be launched in 2023, along with new opportunities identified to advance the program.

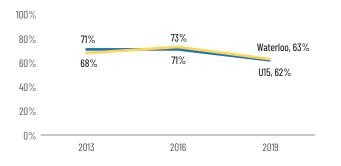
T2D

Developing and enhancing graduate student supports

Waterloo's Task Force on Graduate Student Supervision will report their findings in 2022-2023, and combined with results from the 2022 Canadian Graduate and Professional Student Survey (CGPSS), will inform the University's strategic directions on improved graduate student experience. Building on this work, Policy 30 is being revised. Policy 30 governs relationships between teaching assistants (TAs) and the University at all levels and will be implemented to provide greater clarity and support to instructors, students, and TAs.

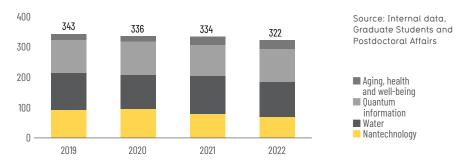
TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

Both Waterloo and the U15 have seen a decline in graduate students' rating of the opportunities for support and training for internships, practicums, and experiential learning as good, very good, or excellent T2A T2D

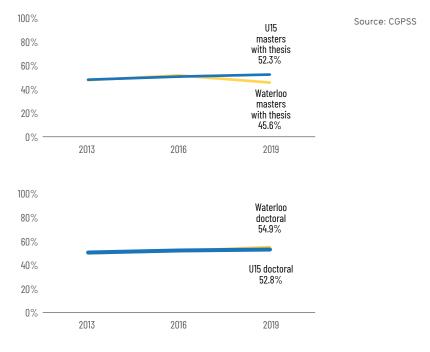


Source: Canadian Graduate and Professional Student Survey (CGPSS)

Enrolment in four Waterloo interdisciplinary graduate programs has remained relatively steady since 2019 T2C T2E



About half of both Waterloo and U15 masters with thesis and doctoral students would definitely select the same faculty supervisor if they were to begin their studies again T2D



SOMETHING WICKED THIS WAY COMES...

The Wicked Problems Course project is a collaborative effort from GSPA and the Teaching Innovation Incubator (TII). The project addresses a key strategic plan objective – to advance interdisciplinarity – and in doing so, leverages another strategic plan objective: to promote quality and innovation in learning.

This new project will build graduate student capacities to conceive, organize, and deliver novel programming about a complex, global challenge within an interdisciplinary paradigm. It will expose graduate students to scholars with diverse perspectives and approaches for solving the same issue, and develop their skills for working across disciplines. The result will be unique professional development opportunities for graduate students and learning experiences for undergraduate students.

The course is being developed through the TII to harness expertise from across the university: CTE in interdisciplinary course design, CEL for online pedagogy, and multiple academic support units and faculties to address administrative challenges. The course will be offered with online modules, maximizing the value of the cutting edge content generated by emerging researchers.

The first iteration of this project will be a course on climate change, to be offered in winter 2023. The course will also provide a roadmap for the development of future interdisciplinary courses.

Developing talent for a complex future

3: CONTINUE TO LEAD THE CO-OPERATIVE EDUCATION EARNING OPPORTUNITIES

OBJECTIVES

- T3A LEVERAGE EMPLOYER, INDUSTRY, GOVERNMENT, AND ALUMNI NETWORKS
- T3B RECRUIT AND RETAIN **FUTURE READY TALENT**
- T3C INCREASE INTERDISCIPLINARY RESEARCH OPPORTUNITIES FOR CO-OP STUDENTS

Progress legend

Started

In progress Completed

SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

T3A T3B T3C

Implementing the Future Ready Talent Framework (FRTF) to increase impact

Waterloo's Office of Co-operative and Experiential Education (CEE) created the FRTF in 2020 to lead in a volatile working environment and contribute to a sustainable world. In 2021-2022 CEE integrated new learning competencies identified through this framework throughout co-op evaluations, work term consultations with employers, professional development courses, and career workshops for students. CEE uses the FRTF model to identify evolving competencies through student employment evaluations which are then integrated into student and employer engagement efforts.

T3B

Embedding equity in work-integrated learning (WIL)

To support equity approaches in WIL, CEE is investigating new, more flexible forms of WIL, examining embedded processes and approaches that underpin WIL programs, and hired two new associate directors — one with responsibilities for equity, inclusion, diversity, and anti-racism and one with responsibilities for Indigenous relations.

T3A T3B T3C

Diversifying WIL opportunities

Gaining employment in the first co-op work term is a historic challenge and was exacerbated by COVID-19. CEE created an honorarium-based program, co-developed with industry partners, to provide in-demand skills to students who are unable to secure first work-term jobs. Waterloo Experience (WE) Accelerate has been adopted as an ongoing program. Among WE Accelerate participants who completed the program in spring 2021 and also had a work term in winter 2022, 94 per cent were employed, compared to 90 percent of first work term students who did not participate in WE Accelerate.

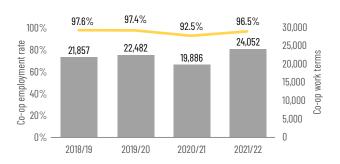
T3A T3B

Securing and advancing Waterloo's global leadership

Waterloo's Work-Learn Institute is the only institute in the world dedicated to researching co-operative and work-integrated learning, helping to propel Waterloo's global leadership in these domains. Three members of the CEE leadership team hold key leadership roles in each of the three national and international groups focused on co-operative and experiential learning. One of these, the World Association for Co-operative Education (WACE) moved its secretariat to Waterloo and in 2023 Waterloo will host the global WACE conference.

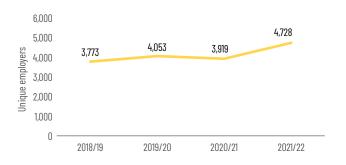
TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

Co-op employment has now almost returned to pre-pandemic rates as the number of co-op work terms required continues to increase T3A T3B



Source: Internal data, Co-operative and Experiential Education (CEE)

Waterloo continues to increase its co-op employer base T3A T3B



Source: Internal data,

Waterloo continues to rank as one of the world's top institutions for producing job-ready students $\ T3A\ T3B$

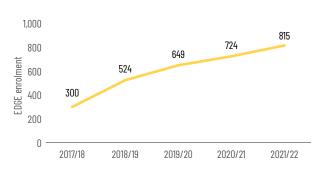
INDICATOR	RANK IN CANADA	SCORE
Employer reputation	2 (2)	75.5 (70.1)
Partnerships with employers	2 (2)	98.5 (97.8)
Alumni outcomes	2 (2)	87.4 (84.8)
Employer / student connections	2 (1)	88.0 (85.9)
Graduate employment rate	1 (1)	86.2 (81.8)

INSTITUTION	2022
MIT	1
Stanford	2
UCLA	3
U of Sydney	4
Harvard	5
Toronto	21
Waterloo	24

Note: previous year rank and score is supplied in brackets.

Source: QS Employability Ranking

Enrolment in new forms of work-integrated learning, like EDGE, is increasing T3A T3B



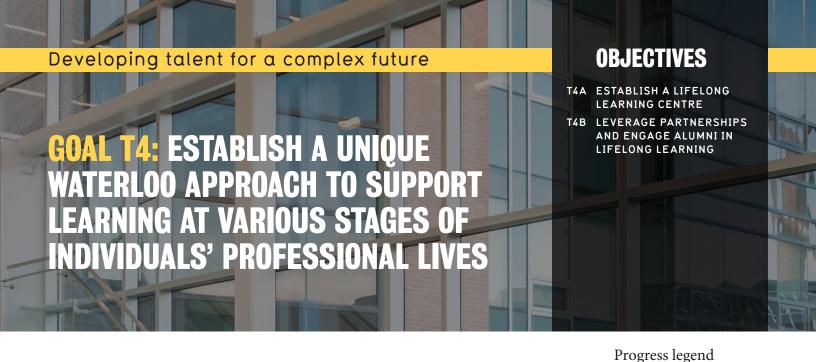
Source: Internal data,

BUILDING ON UNDERGRADUATE SUGGESS TO DEVELOP GRADUATE STUDENT EXPERIENTIAL OPTIONS

Leveraging Waterloo's global leadership in work-integrated learning for graduate students is a major innovation for the University, and vital to strengthen the University's commitment to develop talent for a complex future. Working collaboratively, CEE and Graduate Studies and Postdoctoral Affairs (GSPA) have a goal to offer all Waterloo graduate students an opportunity to participate in WIL, either as a part of the graduate program or an additional experience.

Using its expertise in WIL pedagogy and student support, CEE will develop meaningful WIL experiences for graduate students, with input from GSPA and each Faculty. A GradWIL curriculum development team can support academic programs, ensuring that there are models to build WIL into graduate level curricula. CEE will work with existing employers to articulate the value proposition for employers to engage with graduate students.

These collaborative efforts are paying off. The School of Environment. Resources, and Sustainability launched a new internship program and CEE has developed new supports for graduate students in three Engineering and Math programs. A pre-pilot of enhanced co-op with individualized support in the Master of Management Sciences program is building positive graduate student experiences in WIL. To ensure that the GradWIL initiative is aligned with the interests of the graduate community, consultations will continue this fall.



SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

T4A T4B

Launching WatSPEED to full operation

WatSPEED was developed in 2020 and launched in 2021, in direct response to the strategic plan's goal to establish a lifelong learning centre. The new business unit leverages Waterloo's faculty strengths, learning models, and alumni connections to serve the growing need for upskilling. In 2021-2022 WatSPEED launched three pilots in partnership with professional associations while building operational capacity. WatSPEED's initial business model

leverages these partnerships to build initial learning opportunities. Current partners are: Chartered Professional Accountants of Ontario, Canadian Institute for Health Information, and Ontario Society of Professional Engineers. Continuing to build robust partnerships with professional associations and other business partners will remain a cornerstone of WatSPEED's business practice.

Started

In progress Completed

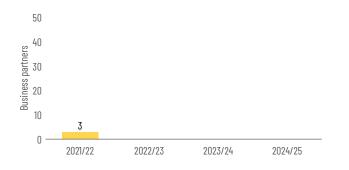






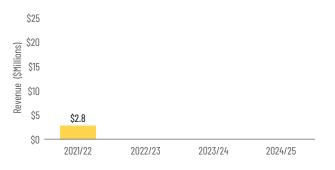
TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

WatSPEED secured three business partners in its first year of operation



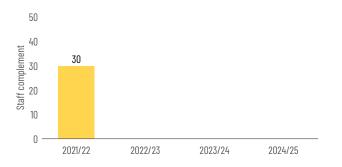
Source: Internal data, WatSPEED

In its initial year, WatSPEED had a revenue of \$2.8M



Source: Internal data, WatSPEED

By the end of May 2022, WatSPEED had a complement of approximately 30 resources represented by a mix of ongoing full-time, full-time contingent of funding, secondments, and contracted roles



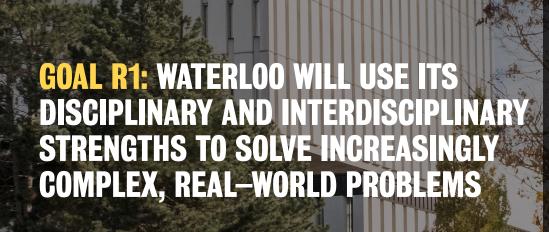
Source: Internal data, WatSPEED

WATSPEED PARTNERSHIP TO UPSKILL HEALTHCARE EMPLOYEES IN DATA SCIENCE

For more than 20 years, Waterloo worked with the Canadian Institute of Health Information (CIHI) – an organization that provides reliable data to accelerate improvements in health care, health system performance, and population health across Canada. Today, WatSPEED and CIHI's relationship has expanded and deepened as they work towards a mutual goal of upskilling professionals.

Working with Waterloo faculty, WatSPEED created a series of customized online programs to advance the skills of more than 200 data analysts and managers. These offerings are designed to teach CIHI employees data science techniques using modern programming languages, along with the fundamentals and responsible use of data science. CIHI also recognizes the need for upskilling among their stakeholders who work across Canada's health systems. As such, CIHI has supported WatSPEED's application for \$1 million in funding Sector Workforce Solutions Program to develop an open artificial intelligence program that leverages CIHI's insights and data.

Discussion for additional collaboration between WatSPEED and CIHI is underway, including experiential learning support for CIHI program participants that leverages Waterloo co-op students. To learn more about this multidisciplinary partnership, visit WatSPEED's website.



Advancing research for global impact

OBJECTIVES

- R1A LEAD NATIONALLY
 AND GLOBALLY AT THE
 INTERFACE OF SOCIETY,
 HEALTH, AND TECHNOLOGY
- R1B ATTRACT AND RETAIN TOMORROW'S RESEARCH LEADERS
- R1C EXPLORE
 INTERDISCIPLINARY,
 CROSS-FACULTY RESEARCH
 OPPORTUNITIES
- R1D PRIORITIZE INTERNATIONAL PARTNERSHIPS FOR THE GLOBAL GOOD

SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

R1A R1C

Creating a health innovation hub

Waterloo is building an <u>Innovation Arena</u> to fast track the development of health technologies. Federal funding for the health innovation partnership was announced in August 2021 and renovation of existing facilities in downtown Kitchener began in early 2022. It is anticipated that the Innovation Arena will be completed in 2023. To attract investment to fuel research and invest in talent, Waterloo engaged with regional partners to develop two national proposals:

- a proposal for the federal government's Canadian Biomanufacturing Research Fund (CBRF) program to establish a hub for biomanufacturing related to pandemic preparedness in conjunction with institutions in Ontario as well as participation in one other CBRF proposal, and
- a Canada First Research Excellence Fund (CFREF) proposal on Transformative Health Technologies in virtual care, point of care diagnostics, therapeutic robotics, assistive technology, and secure data-informed technologies.

Progress legend

Started In progress Completed

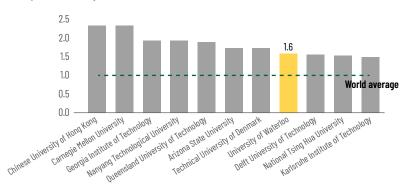
R1B

Increasing faculty awards and recognition

Faculty awards and recognition build Waterloo's research profile and increase research capacity. The Waterloo Awards Committee contracted a consultant to identify how to better promote and facilitate the submission of high-quality nominations of Waterloo scholars across all disciplines for prestigious awards and honours, with an equity, diversity, and inclusion lens. This report will be finalized in fall 2022 and an implementation plan will follow.

TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND</u> PROGRESS WEBSITE.

The field-weighted citation impact (FWCI)* for Waterloo and all selected international comparator institutions is above the expected average of 1.0 (2016-2020) R1A R1B R1C R1D



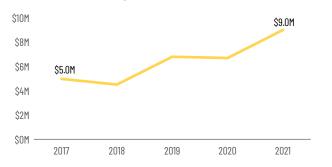
Note: *FWCI is an indicator of research impact. It normalizes for year, subject area, publication type, and size of the dataset. The global (or world) average is the expected value of 1.0.

Source: 2022 University of Waterloo Library update (2016–2020)

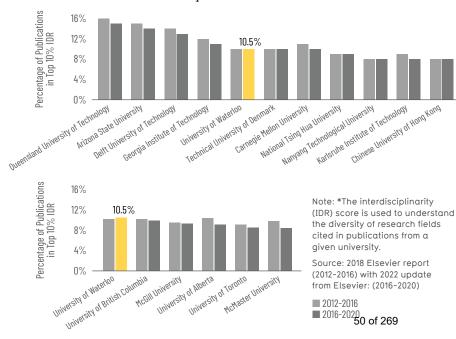
Waterloo's CIHR funding has almost doubled in the last five years, but considered as a share of U15 CIHR funds, Waterloo's proportional share has remained steady at ~1.2% R1A

Source: Internal data.

Office of Research



Between 2016 and 2020, 10.5% of Waterloo's publications were among the top 10 percent most interdisciplinary publications, consistent with international and national comparators R1B R1C



THE RIGHT STUFF: HEALTH INNOVATION AT WATERLOO

The underpinnings of investment, infrastructure, and talent have started to shape organization of health innovation at Waterloo, building on Waterloo's academic, research, and commercialization strengths.

In August 2021, FedDev Ontario funded the Southern Ontario

Health Innovation Partnership, led by Waterloo's Velocity program. The investment is vital to developing the Innovation Arena. This infrastructure will co-locate health tech founders at the earliest stages of business building in an environment singularly focused on equipping and guiding new enterprises. New funding proposals that are already in progress are expected to amplify health tech capabilities at the Innovation Arena.

Sixteen existing health tech startups, many connected to research initiatives at Waterloo, are already working at Velocity, using their combined talent to advance health technology solutions. Meanwhile, Velocity is further refining supports for medical device and biotechnology startups by commissioning workflows to support commercialization of existing startups. More heath tech founders are on track to locate at the Innovation Arena, which is on schedule to open late 2023.



Spotlight on existing health tech Innovation Arena startups

<u>Hylvy Health</u>: using tech to support women's pelvic health

<u>Cobionix</u>: using robots to improve health care productivity

<u>Aiimsense</u>: bringing diagnostic to first response for stroke treatment



SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

R2B R2E

Organizational restructuring to support commercialization and entrepreneurship

Waterloo brought together Waterloo Commercialization Office (WatCo) and Velocity under the new position of associate vice-president, commercialization and entrepreneurship, consolidating responsibilities and creating a "low-friction" user experience for innovators and entrepreneurs.

R2B R2E

Creating a roadmap for the entrepreneurship / commercialization support ecosystem

In 2022 the University completed an **online roadmap** outlining the numerous supports, resources, and opportunities available for Waterloo community members pursuing entrepreneurship / commercialization studies or related activities.

Incorporating equity, diversity, inclusion, and anti-racism (EDI-R) focus in commercialization and entrepreneurship

Started

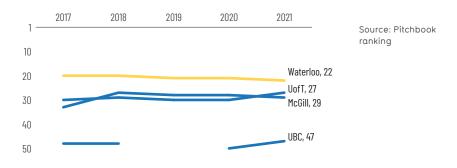
In progress Completed

In 2022, WatCo commissioned an external agency to study Waterloo's commercialization ecosystem through an EDI-R lens with the intent to identify and understand any barriers for broader inclusivity in campus commercialization and entrepreneurship activities.

R2E

TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

Waterloo continues to rank among top global institutions, and remains the best in Canada, in Pitchbook's overall ranking of universities producing venture capital-backed entrepreneurs R2A R2B R2D R2E

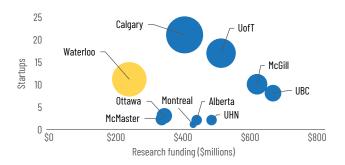


Waterloo ventures have raised over \$20B since 2006 R2A R2B R2D R2E



Source: Pitchbook

By intensity of startup creation (number of startups per \$100M in total research expenditure), Waterloo's performance is among the top in the U15 R2A R2B R2D R2E



Note: Waterloo's research funding is from the internal InfoEd system (2019/20) pending Association of University Technology Managers (AUTM) data review.

Source: Internal data, Office of Research and AUTM report

CREATING SPACE AND OPPORTUNITY FOR INNOVATION

Three Waterloo students,
Engineering's Adrian Simone,
Masters of Business, Entrepreneurship
and Technology student Rania
Al-Sheikhlv, and Science's Krystal
Yang, worked with faculty advisor
Brian Ingalls to create MicroBuild, a
company that uses recycled aggregate
and a natural microbial process to
form the bio-brick. This masonry
unit is lighter and more durable
than standard bricks providing an
important new carbon-neutral
raw material solution.

This project showcases Waterloo's innovation ecosystem. Simone began working on the idea while on a co-op work term in the construction industry. A second co-op term, an **Enterprise co-op term** with the Conrad School of Entrepreneurship and Business, allowed the team to further develop their enterprise. Competitions with Conrad and Velocity provided an opportunity to hone concepts and raise interest. Faculty advisors with experience in commercializing research innovations provided leadership and guidance. Finally, Velocity Science provides space, mentorship, collaboration opportunities, and access to potential investors and customers.

In September 2022, Simone and Al-Sheikhlv were announced as a national runner-up in the 2022 James Dyson Award competition. Simone will be speaking on a panel of early-stage start-ups at Waterloo's Innovation Ecosystem event and MicroBuild will return to Velocity Science to continue working.



SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

R3C

Creating a knowledge mobilization strategy

Waterloo's institutional research knowledge mobilization strategy is an effort to engage with government and the public sector more effectively around policy issues, creating links between new knowledge and affecting change.

A priority of the knowledge mobilization strategy initiative is to increase partnerships with private and public sector organizations to support translating research into action with government and not-for-profit sectors. In 2021-2022, the Office of Research completed a review and analysis of existing industry partners to identify risks, opportunities, and potential sectors for this work.

Progress legend

Started In progress Completed

R3A

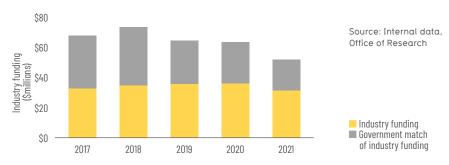
Developing a "whole-of-university" approach for international engagement

Waterloo International (WI) is working with partners across campus to ensure that Waterloo's engagement with priority areas in the world is coordinated, purposeful, and tailored to needs and opportunities. This will help to ensure that Waterloo's presence in the world gives global prominence to Waterloo's activities and achievements, offers effective international opportunities for Waterloo's members, and builds strategic partnerships-for-impact with outstanding peer universities globally.

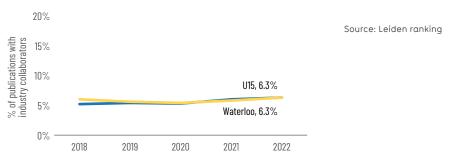
WI is implementing a new post-pandemic international engagement strategy using virtual, digital, and in-person connection strategies (both abroad and within Canada). This includes meetings with key government representatives and priority university partner members.

TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

While Waterloo's sponsored research funding from industry has been relatively stable over time, the amount of funding received by government to match industry funding has decreased R3A R3B R3C



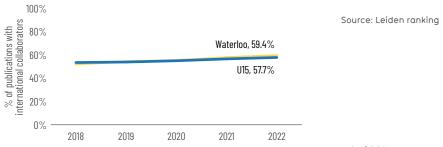
Waterloo's academic collaborations with industry partners, viewed through publications, has remained stable over time and ranks eighth among the U15 in 2021, which is at the U15 average (range is 5.6% to 7.7%) R3A R3B R3C



Research funding from international sources has remained relatively constant over time R3A



Waterloo's academic publishing collaborations with international partners has increased by about nine percentage points in the last five years and ranks third among the U15 in 2021, which is at the U15 average (range is 51.2% to 62.6%) R3A R3B R3C



MAGNIFYING IMPACT THROUGH PARTNERSHIPS

The University of Waterloo's relationship with the University of Strathclyde (in the United Kingdom) is an example of how whole-of-university engagement between two committed institutions can lead to impact in multiple ways. Built first on the <u>universities' shared scholarship strengths</u>, the partnership has since evolved, cutting across talent, research, and community domains of each university's strategic priorities.

In October 2021 the universities announced the newly formed **Strathclyde and Waterloo Joint Transatlantic Funding Call** to catalyze collaborative work between members and advance the two universities' strategic plans. Thirty-five applications involving more than 100 colleagues from the two universities were received. Five awards were made addressing artificial intelligence, biosensors, penal environments, public health, and sustainable energy. Some of the unfunded applicants have continued their collaborations. Staff from each universities' libraries, for instance, have continued to share perspectives on how open access publishing is evolving within each of their communities.

Work is continuing to sustain this momentum – student exchanges are scheduled, efforts to engage business and civil society in collaborative research are planned, and the two universities' vice-chancellors are facilitating leadership dialogues on the role of universities in society. With dedication and purpose, universities working together internationally can magnify their impact.



SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

C1A

Informing the Wellness Collaborative

Waterloo's Wellness Collaborative's work is informed by results from the Canadian Campus Wellbeing Survey and a new internal student experience survey, which was developed using the Waterloo Student Experience and Engagement (WatSEE) framework. In 2021-2022 the Wellness Collaborative worked on several priority areas including a Thrive campus-wide health promotion campaign, an integrated wellness framework, food security, a healthy learning environment, and mental health literacy.

C1B

Creating a student-driven food security strategy

In the area of food security, Campus Wellness and Food Services collaborated with the University of Guelph and the University of British Columbia to successfully recruit racialized students for a digital storytelling workshop — Elevating Voices of Food Insecurity. Once produced, these stories will be screened with target audiences.

C1B

Building wellness into the learning envrionment

In 2021-2022, the Wellness Collaborative consulted with academic support units and senior leaders and identified Universal Design for Learning (UDL) as a key approach for achieving an overall positive experience and equal access for all students. UDL is the purposeful design of course outcomes, materials, and assessments that promote equity, diversity, and inclusion.

C1B

Creating a supportive community around mental health

Started

Progress legend

In progress Completed

Campus Wellness (CW), Organizational and Human Development and Centre for Teaching Excellence (CTE) partnered to create the Mental Health Literacy Program, which was implemented by CW in fall 2021. After taking the program, 92 per cent of pilot participants felt they can recognize someone in distress and 100 per cent of pilot participants felt confident in supporting someone facing mental health concerns or in mental distress. Program components were also embedded into CTE's tutorial assistant's training program and the Student Success Office's Student Leadership training program.

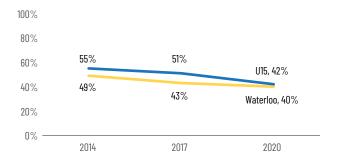
C1C

Developing international student supports

International student support is a priority at Waterloo. Space for a new international student hub in Needles Hall has been allocated and design is underway. The dedicated, welcoming space for international students will house existing support services for international students, promote awareness within the University of Waterloo community, and cultivate a sense of belonging for everyone.

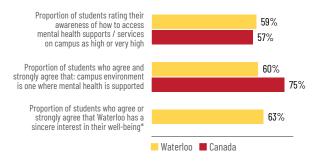
TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

Since 2014, the proportion of Waterloo and U15 graduating year undergraduate students who reported that the University supports their overall well-being quite a bit and very much, has declined C1A



Source: National Survey of Student Engagement (NSSE)

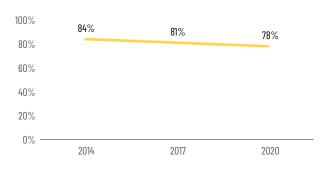
About six out of 10 Waterloo students reported that they are aware of mental health supports, believe that the campus environment supports mental health, and believe that the University has a sincere interest in their well-being C1A



Canada-wide survey
Source: National
College Health
Assessment (NCHA) 2019

Note: *Not asked in the

Since 2014, the proportion of Waterloo international undergraduate students who reported their entire educational experience at Waterloo was good or excellent, has declined C1C



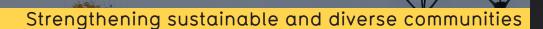
Source: NSSE

CREATING SPACE TO BUILD A PEOPLE-CENTERED INSTITUTION

Being a people-centered institution means responding to people's needs, in real-time. The shift to remote student life during the pandemic created new challenges for graduate students, especially international graduate students. The same struggles that many graduate students faced in regular life - managing academic and personal demands, concerns about belonging and caring for themselves and others, all while balancing the rigors of graduate student life – were intensified with the shift to virtual learning.

Counselling Services saw the need for a novel approach to community-building and support for mental health and wellness. The **Grad Student Community** and Conversation Circle offered graduate students an opportunity to connect with one another in an informal and confidential environment to talk about the stressors in school and life including relationships, wellness, worries about academic competence, loneliness, stress management, and emotional resilience. Through the facilitated group, students give one another encouraging feedback and explore new ways to manage issues unique to graduate students.

The group meets weekly with consistent engagement of graduate students, virtually and across many time zones – something that is not possible in person. Connections have transcended the group and friendships have formed as a result – an example of true community building and support.



C2: FOSTER A CONNECTED AND SUPPORTIVE COMMUNITY THAT UDENTS, FACULTY, STAFF AND TO ACHIEVE THEIR PERSONAL, ACADEMIC AND PROFESSIONAL GOALS WHILE FEELING VALUED

OBJECTIVES

- C2A INSPIRE COLLABORATION **ACROSS THE INSTITUTION**
- C2B DEVELOP A CULTURE OF INVOLVEMENT THAT FOSTERS INCLUSIVITY AND A SENSE OF BELONGING
- C2C SUSTAIN A MEANINGFUL RELATIONSHIP WITH ALUMNI WORLD-WIDE
- C2D ENSURE CONTINUED CONNECTION WITH CO-OP STUDENTS
- C2E BROADEN UNDERSTANDING AND ENGAGEMENT OF CAMPUS COMMUNITIES. ALUMNI, AND PARTNERS

Progress legend

Started

In progress Completed

SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

C2B C2E

Creating engaging, collaborative, efficient communications that demonstrate care and concern for students

In spring 2022 the associate provost students portfolio created a dedicated team, UWaterlooLife. The purpose of this team is to streamline student communications and insights across units using a structured form of collaboration, creating a coordinated approach to communicating and engaging with the student community. The new communication strategy will begin in fall 2022.

C2A

Bringing to life the Student Experience and Engagement (WatSEE) Framework for thriving students

In December 2021 Waterloo's special advisor on student experience delivered the WatSEE which provides a holistic approach to student experience. During 2021-2022, the WatSEE Framework was socialized with faculties and academic support units. Discussions with internal stakeholders are ongoing to identify new and optimize existing resources that align with the WatSEE Framework.

C2B

Embracing equity through academic advising

In 2021-2022, a new, purposeful training and development proposal was created focusing on anti-racism training for academic advisors. This will enhance advisors' ability to support equity-deserving students. Outcomes from these measures will be seen in time through changes in student perceptions of sense of belonging, feeling respected, and safety.

C2A C2B

Fostering a supportive employee community

To address Waterloo's talent needs based on inputs from the employee engagement survey, and expert reports on the performance appraisal process and career progression, the office of the associate provost, human resources initiated a project to create a staff Strategic Talent and Performance Framework.

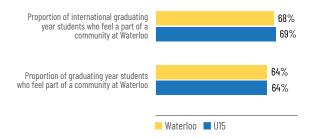
C2C

Exploring robust alumni engagement in remote environments

Working with faculties, Alumni Relations transformed traditional events to an online platform and developed a new LinkedIn Learning pilot to enhance engaging, bite-sized learning opportunities for alumni to stay connected to the University. New engagement metrics and enhanced data tracking processes were implemented. These efforts improve the quality and availability of data for decision-making focused on building relevant and meaningful programming.

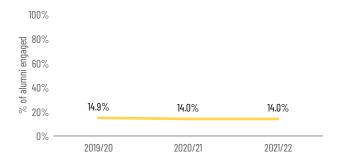
TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

About the same proportion, two-thirds, of Waterloo and U15 international and graduating year students report that they feel a part of a community at Waterloo C2B



Source: National Survey of Student Engagement 2020

Alumni engagement scores were maintained throughout the pandemic with just under 15% of alumni engaged through activities such as volunteering, mentoring, outreach, and philanthropy C2C



Source: Internal data,

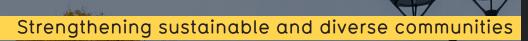
EMBRACING EQUITY TO FOSTER CONNECTION AND BUILD SUPPORT

Fostering an inclusive community and creating a sense of belonging is a well-communicated University priority. In 2021, Waterloo's Student Success Office (SSO) worked to support students who feel disconnected from the Waterloo experience, let them know that those feelings are valid, and reinforce that there are opportunities to find community on campus.

In a **short video**, Waterloo undergraduate student Rania shares how she found a "home far away from home" at Waterloo. As a Warrior, Rania says "acknowledging how our experiences are unique allows us to address the gaps that exist on campus and beyond. Through community activism, students have created clubs and advocated for services offered through Waterloo's student associations that actively work to address some of these gaps and create safer, more inclusive spaces on campus." This video acknowledges that students' everyday experiences at Waterloo are shaped by their intersecting identities.

The "show, not tell" approach used by the SSO marketing and communications team identified gaps where communications were not highlighting an intersectional approach to experiences that students may face on and/or off campus. This video highlights the crucial role student activism and leadership on EDI-R plays in moving this work forward and informing incoming students about campus services and resources.

19



GOAL C3: CONTINUE TO LEVERAGE OUR RESOURCES TO ENGAGE, DEVELOP AND BUILD OUR CAPACITY AND INFRASTRUCTURE TO CREATE A SUSTAINABLE AND EFFECTIVE INSTITUTION

OBJECTIVES

- C3A BECOME A ROLE MODEL
 BY FULLY IMPLEMENTING
 THE ENVIRONMENTAL
 SUSTAINABILITY STRATEGY
- C3B LEVERAGE OUR
 ENTREPRENEURIAL
 SPIRIT AND MODEL
 ORGANIZATIONAL
 EFFICIENCY AND
 SUSTAINABILITY
- C3C ENSURE ALL CAMPUS MEMBERS CONTRIBUTE TO A POSITIVE STUDENT EXPERIENCE

SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

C3A

Building awareness of our Sustainable Development Goals progress

In April 2022 the University launched its first report explicitly tracking how it is contributing to the United Nations Sustainable Development Goals through a dedicated <u>website</u>. This report builds an important preliminary understanding of how Waterloo is aligning its academic mission and operational practices to solving global challenges. Waterloo is the host of the Sustainable Development Solutions Network in Canada.

C3A

Implementing the Shift:Neutral climate action plan

Waterloo's <u>Shift:Neutral</u> climate action plan is a multi-year framework with targets to reduce direct and indirect emissions at Waterloo. In 2021-2022 these actions included developing guidelines for carbon-neutral building design and lifecycle costing, as well as completing a campus-wide energy audit. Waterloo initiated five pilot projects to help reduce carbon emissions and build institutional capacity for further action.

Progress legend

Started In progress Completed

C3B

Completing a next-generation data infrastructure project to facilitate planning and decision-making on graduate student financial support

An integrated central data repository will allow the University to answer strategic questions. Improvements to the institutional data governance structure, policies, and data management guidelines were initiated in 2021. An initial next-generation collaborative data project is underway to facilitate evidenced-based planning and decisions related to graduate student financial support. Project requirements have been finalized as a precursor to developing a technical solution.

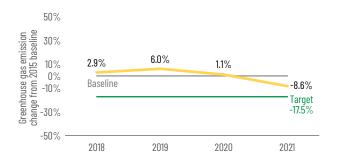
C3B

Building a continuous improvement environment and managing institutional change

The associate provost human resources team leads a University-wide steering committee to implement continuous improvement built on Lean principles, building awareness and knowledge about the benefits and application of continuous improvement (CI) methodology. An internal Change Management Community of Practice was established in April 2021. The Change Management Program embraces CI processes and offers a campus-wide, streamlined approach to manage change initiatives and support employees. In 2021-2022, change management principles were used to support preparations for return to campus, establishment of a campus rapid testing centre, and building effective change management principles learning sessions for campus.

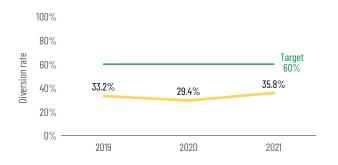
TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE <u>STRATEGIC PLAN ACTION AND PROGRESS WEBSITE</u>.

Since 2018, Waterloo's greenhouse gas emissions have declined C3A



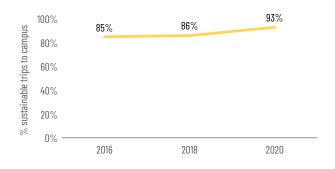
Source: Internal data, Sustainability Office

Waterloo's waste diversion rate improved from pre-pandemic rates in 2021 C3A



Source: Internal data, Sustainability Office

The proportion of Waterloo employees and students using sustainable transportation has increased C3A



Source: Internal data, Sustainability Office

LEADING IN SUSTAINABLE DESIGN

Higher education institutions have been leaders in the effort to integrate sustainability into the design of campus buildings. As part of Waterloo's commitment to addressing climate change in operations, operationalized through the *Shift*:Neutral climate action plan, the University needed to update its existing commitment to LEED Silver to be more ambitious, and place greater emphasis on energy and greenhouse gas emissions reduction.

Throughout 2021 and 2022, the Sustainability Office and Plant Operations consulted with industry experts, peer institutions, and internal stakeholders to compile the **Net Neutral New Building Guideline**. This is the University's first performance-focused design requirement for new buildings, and is meant to direct campus growth to utilize leading practices for highly-efficient and low carbon design.

The guideline emphasizes efficiency-first approaches with passive principles such as excellent insulation and airtightness, efficient ventilation, and appropriate use of natural lighting. Targets are in place for absolute energy and carbon intensity, pushing buildings to be net-zero or net-zero ready, with flexibility for the variety of lab, classroom, office, and residential buildings at Waterloo.

New buildings constructed under the guideline will mark a key shift on the campus, creating attractive, comfortable, highly-efficient, low carbon, and well-ventilated spaces in which students and employees can thrive.



SELECTED INITIATIVES

CLICK ON THE TITLES TO LEARN MORE ABOUT EACH INITIATIVE.

C4A

Developing strategic direction for the Indigenous relations portfolio

In 2021-2022, the newly formed Office of Indigenous Relations began developing Waterloo's Indigenous strategic plan. This involves integrating the Truth and Reconciliation Commission's recommendations with institutional priorities, creating the office's strategic direction. The plan also outlines a full suite of initiatives. While the plan is being finalized, the focus of the current year has been on building capacity across the institution to support both Indigenous initiatives and new Indigenous faculty and staff.

C4A C4B C4C

Transforming Waterloo's approach and action on equity, diversity, inclusion, and anti-racism (EDI-R)

Like Indigenous relations, the EDI-R Office developed an internal strategic plan to guide their efforts. A key component of these efforts is addressing recommendations from the President's Anti-racism Task Force (PART), reviewing existing policies, practices and procedures, and developing policy and guidelines to identify and remove systemic barriers that contribute to inequitable racial outcomes.

C4B

Supporting transition to post-secondary for Black students

Started

Progress legend

In progress Completed

In 2021-2022, the EDI-R Office began creating the Transitional Year Program to offer Black and Indigenous youth in Waterloo Region the opportunity to earn two half-credit courses to increase the likelihood that they will pursue post-secondary studies. A program proposal was developed and is awaiting approval.

C4B C4C

Creating inclusive physical campus space

Ensuring that space, including washroom space, is accessible for diverse genders is important to create an inclusive and welcoming environment. Waterloo continued to convert single-stall gendered washrooms to single-stall gender-neutral washrooms.

Embedding EDI-R across campus

The EDI-R Office created the program area leads (PALs) to build EDI-R competencies and skills across the institution. The EDI-R Office partnered with the Centre for Extended Learning's Agile Development Team to develop EDI-R micro-credential training for PALs. Thirty-three leaders have been identified for the initial pilot of this program, across faculties and academic support units.

TO READ MORE ABOUT THE INDICATORS BELOW, VISIT THE $\underline{\text{STRATEGIC PLAN ACTION AND PROGRESS WEBSITE}}.$

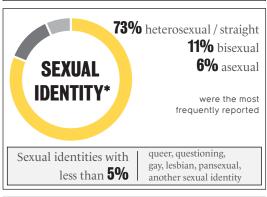
Selected Waterloo baseline student equity demographics C4A C4B C4C

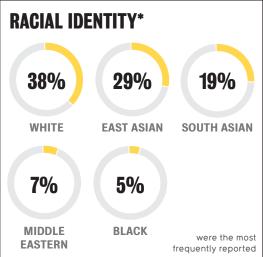
In 2021, the first Waterloo equity demographics survey collected equity dimensions for students and employees. The following are the results from the student survey.

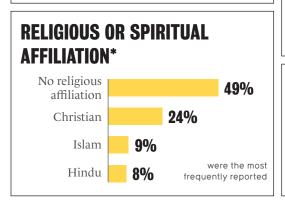
TO READ MORE ABOUT THE EQUITY SURVEY DATA, VISIT THE EQUITY OFFICE WEBSITE.

10/0 INDIGENOUS PERSONS

61% Indigenous persons from Canada and **36%** from outside Canada







DISABILITY*

12% WITH ONE OR MORE DISABILITIES

MOST FREQUENTLY REPORTED WERE

Mental health **69%**

Neurodivergence **42%**

GENDER IDENTITY*

52%

MAN

Includes: cis, trans and anyone who identifies as "woman" or "man"

6% gender identities other than, or in addition to, woman or man

Includes: gender non-conforming, non-binary, questioning, trans, two-spirit, agender, another gender identity

6% prefer a pronoun series other than, or in addition to, the "she" or "he" series

FIRST GENERATION TO ATTEND UNIVERSITY



NOTE: Survey results are accurate to within +/- 2 percentage points, 99 times out of 100.

*Multiple response question; respondents could select more than one response option

BEGINNING TO ADDRESS HISTORIC UNDER-REPRESENTATION IN THE ACADEMY

In 2021, Waterloo announced cluster hiri ng initiatives as one step to address historic under-representation by committing a minimum of 12 positions for Black faculty and 12 for Indigenous faculty. Thus far, eight faculty have been hired through the Black Excellence cluster and three through the Indigenous Excellence cluster.

The Equity, Diversity, Inclusion, and Anti-Racism (EDI-R) Office and Office of Indigenous Relations developed a Black and Indigenous Faculty Mentorship Program to create a mutually beneficial learning environment to support retention and learning. A monitoring program will ensure that program meets key objectives. Two recent examples of the Black and Indigenous excellence cluster hires are highlighted here.

Zelalem Negeri: <u>Dr. Negeri</u> joined the Department of Statistics and Actuarial Science as an Assistant Professor. His research interests are developing and validating statistical methods for applications in public health research, with an emphasis on aggregate data and individual participant data meta-analyses of diagnostic and screening test accuracy studies.

David Fortin: <u>Dr. Fortin</u> joined the School of Architecture as a professor. He is a member of the Royal Architectural Institute of Canada, a LEED accredited professional, and a registered architect in four provinces. Dr. Fortin developed and taught a building science course emphasizing the impact of climate change on architectural thinking and maintains research interests in speculative thinking in design.

23



UNIVERSITY OF WATERLOO 200 UNIVERSITY AVE. W., WATERLOO, ON, CANADA N2L 3G1

uwaterloo.ca



The Performance Indicator Peer Comparative Dashboard provides an overall quantitative view of the university through the lens of top-level performance indicators derived from the following key performance descriptors...

- We attract top students
- We are internationalized
- We are a leader in experiential learning
- We retain students to graduation
- Our graduates are in demand by employers
- Our students and faculty create companies and jobs
- We attract a significant level of research funding
- We produce high impact research
- We are financially sustainable
- We have a strong connection with alumni and community

The PI dashboard illustrates the top-level performance indicators associated with these descriptors. The table includes three years' worth of data across each indicator for both Waterloo and the peer comparator group. Comparing performance over time and relative to a group of peer institutions can help place the performance into a relative context. The relevant peer comparator is denoted in the "Peer Comp" column and will vary somewhat by indicator (i.e., U15, U6, Comprehensives in Canada, or Ontario Universities as peer comparators). The "3 Year Trend" column denotes whether Waterloo's most recent year's performance is higher or lower than performance in the earliest year shown on the report. The "Relative to Peer" column denotes whether Waterloo's most recent year's performance is higher or lower than that of the peer comparator group.

Top-level indicators provide a starting point for looking deeper into underlying indicators to better understand what is driving performance (up or down). Similarly, there are lower-level underlying indicators that may serve as leading indicators of future performance in top-level indicators.

Note: Some of the peer comparator indicators in the dashboard are derived from U15 data that is subject to use and disclosure protocols. These protocols require that the recipients of such information are subject to confidentiality restrictions (or NDA's) and that they use the data for administrative, operational, and accountability purposes only. Further dissemination is not permitted.

Additional institutional performance indicators can be found on the following publicly accessible webpage https://uwaterloo.ca/performance-indicators/.



	Performance Descriptor	DI (SD Indicators are highlighted)	Waterloo			Pe	er Comparat	or			
Theme			19/20	20/21	2021/22	19/20	20/21	2021/22	Peer	3 Yr Trend	Relative to Peer
	Attract top students	Undergrad enrolment growth (from base year)	2.1%	5.5%	6.1%	1.8%	6.1%	9.1%	U6	1	4
		Grad enrolment growth (from base year)	3.3%	3.4%	7.5%	4.4%	5.3%	12.3%	U6	↑	4
		% of entry averages > 90%	59.5%	59.8%	69.5%	48.6%	50.0%	60.1%	U6	↑	↑
		Graduate employment rate	95.6%	96.9%	94.9%	95.2%	95.6%	92.7%	ON	•	↑
		Graduates jobs related to skills developed at university	92.1%	91.4%	92.7%	85.3%	86.8%	87.4%	ON	1	↑
	Graduates in demand by employers	% Earnings above \$60K two years after graduation	51.2%	53.5%	55.9%	36.0%	39.1%	41.2%	U6	↑	1
		Median income two years after graduation (\$'000)	\$ 59.1	\$ 61.5	\$ 63.0	\$ 53.3	\$ 56.6	\$ 59.3	U6	↑	1
		QS Employability ranking - Overall rank in world	25 (2020)	-	24 (2022)	2nd in U15	-	2 _{nd} in U15	U15	↑	↑
Developing talent for a complex	Internationalization	% International students	23.3%	23.0%	22.5%	19.9%	20.1%	21.1%	U6	4	↑
future	Leader in experiential learning	% of Enrolment in co-op	68.9%	73.2%	74.4%	11.5%	11.7%	12.0%	U15	1	↑
		Co-op employment rate	97.4%	92.5%	96.5%	-	-	-	U15	4	
		Rating of graduate internships, practicum, and experiential learning (good, very good, or excellent)	68% (2013)	73% (2016)	63% (2019)	71% (2013)	71% (2016)	62% (2019)	U15	\	1
	Retain students to graduation	1 st to 2 nd year retention	94.3%	94.7%	93.2%	92.1%	93.4%	91.8%	U6	4	↑
		Graduation rate (Undergrad)	80.8%	83.1%	83.3%	78.7%	79.7%	79.8%	U6	↑	↑
		Graduation rate (Master's)	88.3%	88.4%	88.2%	90.5%	91.1%	91.4%	U6	4	↓
		Graduation rate (Doctoral)	63.4%	58.1%	60.5%	57.8%	56.5%	54.8%	U6	4	↑
	Engaged learning	Overall score for reflective and integrative learning (graduating year students)	31.6 (2014)	32.2 (2017)	32.3 (2020)	35.5 (2014)	35.7 (2017)	35.6 (2020)	U15	↑	4
		% of graduating year respondents who participated in two or more high impact practices	55% (2014)	61% (2017)	61% (2020)	53% (2014)	54% (2017)	55% (2020)	U15	1	1



	1		Waterloo			Pe	er Comparat	or			
Theme	Performance Descriptor	PI (SP Indicators are highlighted)	19/20	20/21	2021/22	19/20	20/21	2021/22	Peer	3 Yr Trend	Relative to Peer
	Attract significant research funding	Annual sponsored research revenue growth (from base year)	13.2%	-0.7%	3.9%	3.7%	6.2%	21.1%	U15	\	4
		Research revenue from industry/ non- gov't sources (\$M)	\$ 52.3	\$ 48.2	\$ 48.5	\$ 58.8	\$ 60.2	\$ 65.9	ON	\	4
	Internationalization	% International collaborative publications (4-year span)	55.1%	57.6%	59.4%	54.9%	56.5%	57.7%	U15	1	1
	Produce high impact research	Publication count - Compound annual growth rate (CAGR) - rolling 4-year spans	-	1.8% (2012- 2016)	3.7% (2016- 2020)	-	1st	1st	UoT, UBC, McGill, UoA, McMaster	-	↑
Advancing		Field-weighted citation impact - rolling 4-year spans	-	1.57% (2012- 2016)	1.58% (2016- 2020)	-	1.61%	1.57%	U15	-	1
research for global impact		% Publications in top 10% of their field (4-year span)	11.8%	11.6%	11.7%	11.7%	11.6%	11.7%	U15	\	_
B.o.apace		% Publications with industry partners (4-year span)	5.4%	5.8%	6.3%	5.3%	6.0%	6.3%	U15	↑	_
		QS	166	149	154	7th	7th	7th	U15	↑	↑
		ARWU	151-200	151-200	151-200	9th(T)	8th(T)	7th (T)	U15	-	↑
		THE	201-250	201-250		6th(T)	6th(T)		U15	-	
	Research capacity growth	Tenured/tenure track faculty growth (from base year)	1.8%	4.3%	4.6%	0.5%	1.2%	5.3%	U15	↑	4
	Students and faculty create companies/jobs	Research-based start-ups (3-year total)	50	60	51	20	21	21	U15	↑	↑
		Pitchbook ranking	22	22	22	1st	1st	1st	UBC, UoT, McGill	-	↑
Strengthening sustainable and diverse communities	Strong connection with alumni & community	New funds raised (\$M)	\$ 35.9	\$ 43.5	\$ 30.2	\$ 21.6	\$ 15.0	\$ 18.6	Comp	4	↑
		Alumni donors as a % of contactable alumni	3.5%	3.8%	2.5%	2.4%	2.2%	1.0%	Comp	\	↑
		% engaged alumni	13.8%	28.1%	32.3%	12.4%	6.0%	6.1%	CASE	↑	↑



			Waterloo			Pe	er Comparat	or			
Theme	Performance Descriptor	PI (SP Indicators are highlighted)	19/20	20/21	2021/22	19/20	20/21	2021/22	Peer	3 Yr Trend	Relative to Peer
		Proportion of undergraduate students who report the university provides support for overall wellbeing (NSSE GY)	49% (2014)	43% (2017)	40% (2020)	55% (2014)	51% (2017)	42% (2020)	U15	\	\
		Proportion of students feel UW has a sincere interest in their well-being (NCHA)	-	71.7% (2016)	62.7% (2019)	-	-	79.1% (2019)	CAN		4
		Proportion of students agree and strongly agree that: campus environment is one where mental health is supported (NCHA)	-	-	60.6% (2019)	-	-	74.5% (2019)	CAN		\
	Student wellness	Proportion of students agree and strongly agree that: they are aware of how to access mental health supports / services on campus (NCHA)	-	-	59.1% (2019)	-	-	56.5% (2019)	CAN		↑
		Proportion of graduating year students feel part of a community at Waterloo (NSSE GY)	-	-	64% (2020)	-	-	64% (2020)	U15		-
		Proportion of international graduating year students feel a part of a community at Waterloo (NSSE GY)	-	-	68.1% (2020)	-	-	69.4% (2020)	U15 (excl. McGill, UoT)		4
	Constant and title	Greenhouse gas emissions: Change from base year (2015)	6.0%	1.1%	-8.6%	tbd	tbd	tbd	U6	\	
	Sustainability	STARs certification	-	Silver (2018)	Silver (2021)	-	Gold - 6 Silver - 3	Gold - 9 Silver - 3	U15*		4
Other KPIs	Attract top students	% of Total operating expeditures on financial aid	9.9%	9.9%	9.7%	7.7%	7.4%	7.7%	U6	4	1
	Financial	Operating revenue growth (from base year)	7.3%	9.7%	21.9%	7.4%	7.8%	24.5%	U6	1	4

Notes: "3 Yr Trend" represents comparison between the most recent year and earliest year shown in this report. Figures in the "21/22" reporting year columns represent the most current data available as of September 22, 2022. The actual data year (or years) will vary by indicator. For example, "Undergraduate Enrolment Growth" in the "21/22" columns is based on 2021/22 enrolment data; "Graduate Employment Rate" in the "21/22" columns is based on a survey of the 2018 graduating class conducted during 2020/21. *For STARs certification, of the U15 members, 9 are certified Gold, 3 are certified Silver (including Waterloo), and 3 did not participate.

This page intentionally left blank.



Sexual Violence Prevention and Response Report to the Board of Governors

May 1, 2021 – April 30, 2022

Prepared by: Amanda Cook, MSW RSW

Director, Sexual Violence Prevention & Response Office (SVPRO)

Territorial Acknowledgment

The University of Waterloo acknowledges that much of our work takes place on the traditional territory of the Neutral, Anishinaabeg and Haudenosaunee peoples. Our main campus is situated on the Haldimand Tract, the land granted to the Six Nations that includes six miles on each side of the Grand River. Our active work toward reconciliation takes place across our campuses through research, learning, teaching, and community building, and is centralized within the Office of Indigenous Relations. Sexual violence was, and continues to be, a tool of colonialism, the impacts of which continue today as highlighted by the National Inquiry into Missing and Murdered Indigenous Women and Girls.

Introduction

This reporting period brought a time of transition from remote, to hybrid, to in-person activities, and this transition allowed for greater options to provide support to our campus community. During this time we found that students were often prompted to seek our support by the anticipation of being in shared spaces with those who had caused harm either recently or before remote learning, and the impacts associated with this. Many survivors appreciated being able to choose between meeting virtually for support or meeting in-person.

Cases coming forward during this timeframe were increasingly complex in nature, requiring a greater degree of case management and reliance on campus partners to co-create opportunities for care within our system. The SVPRO deeply values our partnerships with other departments and units on campus, which serve not only to streamline referrals but also provide opportunities for new and enhanced ways of offering



support. These partnerships also allow us to address the needs expressed in a way that considers the student holistically and acknowledges that the impacts of sexual violence can affect many parts of a survivor's life.

Whether in person or virtually, the SVPRO endeavoured to deliver exceptional direct service and educational opportunities while also maintaining and identifying new campus partnerships. Throughout this timeframe, we continued to expand our educational and training offerings, engaged in a more comprehensive data collection and evaluation strategy, and began piloting a new role embedded within Cooperative and Experiential Education (CEE).

Our reporting structure also shifted in January 2022, with the SVPRO now reporting into the Associate Provost, Students portfolio. Being under the student services portfolio will allow us to amplify our work in meaningful ways, find synergies, and seek to create a consent culture on campus.

About the Sexual Violence Prevention & Response Office (SVPRO)

The Sexual Violence Prevention and Response Office (SVPRO) commits to addressing sexual violence on campus, including supporting all UW community members that have experienced, or been impacted by sexual violence. This includes students, staff, faculty, and visitors across UW's main campus, satellite campuses, and affiliated and federated Institutes and Colleges.

The SVPRO is guided by anti-oppressive, survivor-centered, intersectional, trauma-informed, evidence-based, and collaborative approaches. We apply these approaches to our work across direct service delivery, education, and evaluation. Our services include, but are not limited to the following:

- Providing supportive responses, delivering education, training, and awareness initiatives, and offering consultations and recommendations that are guided by our approaches.
- Working with individuals from a trauma-informed framework and seeking to embed principles of trauma-informed care and response in policies and procedures.
- Engaging current legislation, literature, research, and promising practices on sexual violence response and prevention.
- Consulting with, and prioritizing the lived experiences of, those impacted by sexual violence.
- Evaluating and measuring institutional interventions addressing campus sexual violence engaging in data collection and analysis, and utilizing findings to identify trends, gaps, and recommendations for future directions.
- Building strong collaborations with campus partners, Kitchener-Waterloo community organizations, and provincial and federal networks of those addressing gender-based violence on campuses.



• Utilizing a public-health approach to campus sexual violence prevention.

We concurrently prioritize response and prevention, both of which are necessary to build a culture of consent and reduce the occurrence of campus sexual violence. We hope to continue to build capacity to support and meet the needs of students and other UW community members, in both response and prevention-oriented ways, as our office heads into its fifth tenure. This includes growing our prevention efforts across campus focusing on community-level prevention interventions to promote a safe and healthy campus community.

We recognize that building institutional capacity to engage in prevention-oriented initiatives requires continued and new campus collaborations. This reporting period saw an increase in collaborative efforts with other campus spaces, as it relates to sexual violence services, education, programming, and evaluation. The deliverables achieved during this reporting period include initiatives with Engineering, Athletics & Recreation, Campus Housing, and Co-operative Education. These initiatives show promise for expansion as we continue to standardize joint offerings and develop scaffolded education programming that engages the student through their academic life course and considers the unique campus spaces and identities they occupy.

In early 2022, the SVPRO began a strategic planning process regarding sexual violence prevention and are concretizing future directions for action through continued campus dialogue and engagement. We are excited to harness community expertise and grow efforts across multiple campus spaces as we seek to mitigate risk factors that enable campus sexual violence, and build a protective environment that advances health promotion and consent.

SVPRO Highlights: What's New?

This reporting period marked the Sexual Violence Prevention and Response Office's fourth year serving the University of Waterloo community, bringing new and exciting changes, some of which are highlighted below.

Sexual Violence Prevention and Response Office Moves to APS Portfolio

The Human Rights Equity and Inclusion Office (HREI) underwent an external review from December 2021 to May 2022, to evaluate the HREI portfolio and better understand its organizational structure, leadership, partnerships, internal collaborations, and delivery of services and programs. A recommendation that emerged out of the review's report was for SVPRO to be moved under the Associate Provost, Students (APS) portfolio, which includes six other student-facing units focused on student services and support. Following the dissolution of HREI, SVPRO officially moved to the APS reporting structure.



Launch of Active Bystander Intervention (BSI) training

In April 2021, the Sexual Violence Prevention and Response Office introduced the role of the Sexual Violence Prevention Project Coordinator to develop an active bystander intervention program (acronymized 'BSI'). Community-based prevention efforts, including bystander intervention training, have been recommended as effective primary prevention sexual violence strategies, where strategies target the root causes of sexual violence through intervention, and prevent it before it occurs. Bystander intervention encourages active awareness and action in situations that pose imminent risk of harm to others, identifying problematic behaviour that can lead to an incidence of sexual violence. When evaluated, bystander intervention programming has been shown to be an effective prevention strategy in raising awareness on sexual violence, decreasing rape myths, fostering a culture of consent, increasing protective environments, and encouraging pro-social behaviour. Within the university context, campuses with bystander intervention programming have been shown to increase the likelihood that student participants will step in and intervene when they see problematic behaviour. The piloting of this training began in February 2021 and was measured for effectiveness by the SVPRO's Evaluation Specialist. Findings from the pilots' performance monitoring and evaluation data demonstrate positive changes across all evaluation indicators, including an increase in respondents feeling they have the appropriate skills to intervene in a situation of sexual violence, an increase in likelihood to intervene if respondents noticed a situation of someone experiencing sexual violence, increased confidence to intervene, and correct identification of effective intervention strategies. BSI training will now serve as a standardized, prevention-focused offering by the SVPRO, with official rollout this Fall 2022.

New role cross-appointed with CEE: CEE Workplace Student Violence Education Coordinator

In partnership with Cooperative and Experiential Education (CEE) the SVPRO hired a contract role in December 2021, to dedicate resources within CEE to provide education, training, and consultation with co-op students, staff and faculty. This new role focuses on workplace sexual misconduct and applying learning within a co-op placement context. Other priorities include identifying further opportunities for programming, providing resources for co-op student employers, and supporting the overall education needs of the SVPRO, including the development of targeted co-op student workshops which started being delivered in Spring 2022. The addition of this resource allows for continued collaboration with key campus partners to work towards systemic change.

Policy 42 Changes - Ministry Requirements

In September 2021, the Ontario government passed a regulation amendment to O. Reg. 131/16 (Sexual Violence at Colleges and Universities), mandating publicly-assisted post-secondary institutions to update their sexual violence policies to reflect two new requirements. The requirements focused on areas related to alcohol use and sexual history. The University of Waterloo's Policy 42, *Prevention of and Response to Sexual Violence*, was revised and amended in February 2022 to ensure that these requirements were reflected under section 5, *Principles and Commitments*. The alcohol use and sexual history protections captured under policy include provisions to (1) prevent asking irrelevant questions, such as those related to past sexual history or sexual expression, during an investigation, and (2) to prevent discipline against a student who is found to have violated the institution's drug and alcohol policies when such a violation is disclosed during good faith efforts to report sexual violence (note that the alcohol use provision was already in place under Policy 42, prior to this regulation amendment).



Services & Statistics

This section provides an overview of the SVPRO's direct service delivery reach.

2021 Calendar Year

Student Supports and Services	2021
Total Direct Service Provision (unique individuals) - survivors	89
Carry over*	10
Consultations with others on	59
campus	
Formal Complaints under Policy	3
42	

*Carry over refers to the number of students who "carried over" from the prior year(s) and continued to access services and support from SVPRO.

Spring and Fall 2021, Winter Term 2022

	Spring 2021	Fall 2021	Winter 2022
Direct Service:	20	48	29
Consultations	11	26	32
Formal Complaints	0	3	3

Student Experiences of Sexual Violence*	Spring/Fall 2021, Winter Term 2022
Sexual Assault	58
Sexual Harassment	27
Other forms of Gender Based Violence	12
(Including stalking, voyeurism, indecent exposure,	
sexual exploitation, intimate partner violence)	

*some individuals may have sought support for more than one type of harm



Trends

SVPRO noticed a slight increase in direct service requests over the last reporting period, with several being due to the shift back to in-person learning and the concerns with sharing space with those who had caused harm. We also believe that the number of referrals continued to be impacted by COVID-19. Further, the nature of cases became increasingly complex, with students facing an increase in barriers to accessing supports due to the ongoing impacts of COVID-19, financial distress, mental health issues, and an increased need in accommodations within the academic setting. The case management side of direct service provision became a strong priority in our work, collaborating with campus partners in support of students.

It is important to note that some individuals seeking support may only come to our office one time, where many others may require continued support and case management. Our office seeks to center survivors and prioritize direct service requests to remain as responsive as possible to our campus community.

Accommodations & Support

Due to the rise of in-person learning and work in Winter term 2022, the accommodation and support needs in the Fall 2021 and Winter 2022 terms centered around impacts related to trauma including difficulty with concentration, decreased ability to focus, sleep challenges, loss of social connections, and more. Many students reported that the sexual violence they experienced exacerbated pre-existing challenges in their lives. A priority for most focused on creating an increased sense of safety in the learning environment and anticipating challenges in the academic space. Accommodation and support options are available to anyone that we are supporting and are determined on a case-by-case basis. The top three accommodation requests over this report period were:

- Academic accommodations (supported through AccessAbility Services and facilitated by a referral from the SVPRO)
- Letters of support for petitions
- Safety planning (planning with the student for how to get to and from classes, where to sit while in class, sources of support before, during and after class, and navigating campus)

Other supports and recommendations discussed and offered (when appropriate):

- Counselling and/or treatment supports that are either local to the person who experienced the harm or available through the University
- Coping and managing strategies, including grounding techniques, provision of fidget toys and other coping items
- Support in preparing Policy 42 complaints



Referrals for continued support are always provided as an option. This is not an exhaustive list and depends on individual needs. The top three referral requests where a warm hand-off is provided include:

- UWaterloo Counselling Services
- Sexual Assault Support Centre of Waterloo Region
- Conflict Management and Human Rights Office

Other services often discussed and offered (when appropriate):

- Victim Services of Waterloo Region
- Off-campus counselling services
- Peer Support Groups on Campus (Women's Centre, Glow, RAISE)
- Sexual Assault/Domestic Violence Treatment Centre
- Community Justice Initiatives
- UWaterloo Special Constables or Waterloo Regional Police Service (where appropriate)

Understanding the Numbers

Direct Service Requests

As noted above, there was a slight increase in direct service requests during this reporting period, which could be attributed to the shift back to on campus activities in the Winter term, as well as increased education and awareness-raising activities. We believe that direct service requests do not reflect the number of incidences of sexual violence experienced by our campus community, but rather the capacity for our members to seek support from the SVPRO at any given time. Coming forward to disclose an experience and seek additional information or potential pathways can be an overwhelming consideration when students, staff, and faculty are managing many other stressors in their lives. The impacts of sexual violence are especially pronounced for students, whose well-being and academic outcomes may be adversely affected by their experience(s).

Consultations

The number associated with consultations is reflective of initial consultations and do not demonstrate the ongoing nature of many of these interactions. Consultations may include: debriefing a disclosure that was received or an incident that was witnessed, discussing how to navigate next steps when a disclosure or complaint has come forward, sharing resources and supports available to both the person who received the



disclosure as well as the person who disclosed, helping those receiving disclosures to determine when their limits to confidentiality may apply, and more. It is also an opportunity for SVPRO staff to offer support to those who have received disclosures, as this can be impactful as well.

Formal Policy Complaints

The formal complaint pathway under Policy 42 is not often the preferred method of addressing harm for many reasons. In fact, it may be accessed only as a result of other options not meeting a survivor's needs. In many instances, survivors seek to mitigate the impacts they are experiencing solely through means that relate to themselves, such as workplace and/or academic accommodations and referrals to supports and services. In other circumstances, our policy may not apply (for example, if the person who caused harm is not a part of our campus community). In yet other instances, an informal process has been pursued and met the needs of the survivor which did not necessitate the need for a formal complaint. In some cases, a joint complaint has been put forward by more than one survivor regarding the same individual of concern.

Sexual Violence and Gender-Based Violence Defined

The Ontario government defines sexual violence as "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation" (Sec. 17, Ministry of Training, Colleges, Universities Act, 2016). This definition is also reflected in University of Waterloo Policy 42 – Prevention of, and Response to, Sexual Violence.

We have included the broader language of gender-based violence to acknowledge and capture those forms of sexual violence which are not reflected within the above definition. Gender-based violence can be defined as "any form of violence that is committed against someone based on their gender identity, gender expression or perceived gender" (Status of Women Canada). This umbrella term may include, but not be limited to: intimate partner violence, emotional abuse, human trafficking, reproductive coercion, technology-facilitated violence, forced marriage, financial abuse, stealthing or non-consensual condom removal, threats of violence to coerce sex, and other forms of harm.

We recognize that sexual violence remains a prevalent and ongoing problem across Canadian post-secondary institutions, including the University of Waterloo. Women disproportionately experience gender-based and sexual violence, including on campus, with Indigenous, racialized, 2SLQBTQ+, poor, non-status women, and women with disabilities particularly at risk, where prevalence and experience of sexual violence differ across these (intersectional) lines, and necessitate unique protective factors and institutional interventions to mitigate risks for harm.



SVPRO Initiatives & Engagement

This section provides metrics capturing SVPRO's campus reach across its initiatives/offerings (education, training, awareness-raising) and online programming administered for this reporting period.

Overall reach

Indicator	Metric
Number of unique initiatives/offerings offered	66
Total reach across all initiatives/offerings, by number of participants	2780

Trainings

Indicator	Metric
Total number of trainings administered	13
Total reach across trainings, by participants	265

R2D training

Indicator	Metric
Number of trainings administered	10
Number of participants	182
R2D train-the-trainer program – number of new trainers	16
R2D community of practice (CoP) membership	28
Number of units/departments/offices represented in R2D CoP	23

BSI training pilots

Indicator	Metric
Number of trainings administered	3
Number of participants	83

Online programming: Sexual Violence Awareness: Referral and Support (SVPRO101) via Waterloo LEARN

Indicator	Metric
Total number of interactions with course, by participants	1174



SVPRO Initiatives

This reporting year, SVPRO administered 66 offerings, consisting of various education, training, and awareness-raising initiatives as well as online programming. This translated into an overall reach of 2780 participants. We highlight some of our initiatives/offerings in the chart below, though it is not an exhaustive list.

Offering	Audience	# of participants	Term
Responding to Disclosures Training (R2D) A training designed to educate on best practices for supportively responding to disclosures of sexual violence, including building confidence in preparedness for response. The training focuses on the following: understanding sexual violence, rape myths, where to seek support, how to examine one's own behaviors and beliefs, and how to ensure survivors are treated with respect and dignity, receive support needed to feel comfortable remaining a part of our campus community, and continue their path towards healing. As an extension, SVPRO administers a Responding to Disclosures Train-the-Trainer (R2D TTT) program, which trains employees on R2D content and delivery, so they may administer R2D training within their own department, unit, or office. The Responding to Disclosures Community of Practice (R2D CoP) was developed to create a collaborative space for facilitators to share knowledge, resources, experience, support skills-building and confidence for training delivery.	 Staff Faculty Centre for Teaching Excellence Student leaders Teaching assistants 	182 10 sessions 16 employees trained via the R2D Train-the- Trainer program 28 Community of Practice (CoP) members	Spring 2021 Fall 2021 Winter 2022
Ballet After Dark: Strength & Healing Through the Arts A screening of <i>Ballet After Dark</i> , an acclaimed short documentary film produced by Tribecca Studios, was included as part of May's Sexual Violence Awareness Month. The documentary film tells the story of a young woman who finds the strength to survive following an experience of sexual violence. The woman's experience served as an impetus for her organization, one that encourages dance therapy for survivors to find healing after trauma. This screening and follow-up discussion aimed to create space to explore creative and restorative paths to healing.	 All campus community members Collaborative partner: Equity Office 	20	Spring 2021



Reclaim Your Voice with Jungle Flower A series of survivor-focused workshop for students, facilitated by Jungle Flower, inviting participants to get in touch with their selves in nurturing ways. Jungle Flower provided a performance in May 2021 utilizing storytelling, spoken word poetry to share her experience of intimate partner violence. In the Fall 2021 she facilitated 3 workshops: Letters To and From our Bodies; Inner Critic & Self Compassion; My Restorative Rights	StudentsCollaborative partner:Jungle Flower	13 4 sessions	Spring 2021 Fall 2021
Policy 42 & You A session focusing on the University of Waterloo's Policy 42, <i>Prevention of and Response to Sexual Violence</i> , including understanding the jurisdiction and scope of Policy 42, the different institutional pathways that exist for survivors who experience sexual violence on campus, the formal complaint process under Policy 42, how to distinguish between a disclosure and report of sexual violence, and understanding SVPRO's role in supporting those impacted by sexual violence.	StaffFaculty	15 1 session	Spring 2021
Picture a Scientist: Screening and Discussion A piloted screening and post-discussion of the documentary film, <i>Picture as Scientist</i> , which sheds light on the experiences of sexual violence, in all of its forms, by women scientists in STEM. The film educates on the prevalence of sexism in STEM, and shares perspectives on how to make science more diverse and equitable. A follow-up discussion focused on film takeaways, gender bias, and male allyship. The goal of the session is to prompt consideration of ways to advance equity in engineering at UW, counteract the 'leaky pipeline', and best-support women-identifying and other marginalized students who are underrepresented in STEM.	StudentsCollaborative partner:Engineering	231 4 sessions	Spring 2021 Fall 2021 Winter 2022
BSI Focus Groups In anticipation of piloting a new bystander intervention program at UW, SVPRO's Sexual Violence Prevention Project Coordinator and Evaluation Specialist conducted focus groups to gather data and inform program development. These sessions gauged awareness of SVPRO (institutional support for those impacted by sexual violence), policy, and appetite for bystander intervention programming on campus. Findings were used to identify gaps in	Students	36 2 sessions	Spring 2021



students' campus awareness of supports and understand preference for formatting and delivery of potential training.			
Orientation Leader Training Training provided to orientation leaders on understanding sexual violence, unpacking rape culture, best practices for responding to disclosures, and creating a consent culture on campus.	 Orientation leaders 	22	Fall 2021
Know Your Stuff: Policies & Guidelines for Graduate Students A workshop designed to educate graduate students on sexual violence, Policy 42, Prevention of and Response to Sexual Violence, and supports available for those impacted by sexual violence, including support provided by SVPRO.	 Graduate students 	83	Fall 2021
Don Training: Creating a Consent Culture Training Training provided to student leaders within Campus Housing on understanding sexual violence, unpacking rape culture, best practices for responding to disclosures, and creating a consent culture on campus.	 Main Campus Residence Dons Collaborative partner: Campus Housing 	150	Fall 2021
Knowledge, Consent, and Support = Power Training A first-time standalone offering, Knowledge, Consent, and Support = Power, is a training designed for first-year female athletes, educating on sexual violence, consent, rape myths, and bystander intervention, with an emphasis on encouraging consent culture.	 First year female athletes Collaborative partner: Athletics and Recreation 	122 10 sessions	Fall 2021 Winter 2022
Engineering Wellness Module – Sexual Violence component A series of ten online modules designed to educate engineering students on sexual violence. It covers the importance of learning about sexual violence, particularly for engineering students, the intersection between truth, reconciliation, and sexual violence, sexual violence, myths about sexual violence, sexual harassment in the workplace and classroom, consent, consent culture, sexual violence culture, best practices for responding to disclosures, active bystander intervention strategies, and information about supports provided by SVPRO.	Engineering studentsCollaborative partner: Engineering	N.A	Fall 2021



Don Booster Training A booster session for dons is designed to refresh understandings of sexual violence and their role as a don in supporting those impacted by sexual violence, with an emphasis on clarifying their duty and course of action when they receive a disclosure from a student or peer.	 Dons Collaborative partner: Campus Housing, Residence Life 	11	Fall 2021
Art With Impact Included as part of Consent Week, SVPRO partnered with Art With Impact, a non-profit organization, to offer a film-based workshop. Art With Impact promotes mental wellness and community by creating space for young people to learn and connect through art and media. The event included screening award-winning short films, mindfulness activities, a panel discussion with students, and sharing of mental health resources.	StudentsCollaborative partners:Art with ImpactSASC	73	Winter 2022
Bystander Intervention Training A training designed to educate on sexual violence and equip campus community members with relevant knowledge and skills to intervene in a situation or harm, or where sexual violence is imminent. This includes teaching on sexual violence, sexual violence culture, consent, intersectionality, identifying the role of an active bystander, five strategies for intervention, and how to safely and effectively intervene.	■ Students	83 3 sessions	Winter 2022
Setting and Maintaining Healthy Boundaries Presented as part of the Advisors Conference, this interactive session focused on creating and maintaining healthy boundaries around supportive work for students, while demonstrating empathy and care. The session sought to educate on how to create and maintain healthy boundaries with students, the ripple effect that incidents of harm, like sexual violence, have on campus communities, how to engage in community care, and the effects of vicarious trauma.	 Staff advisors Collaborative partner: Student Success Office 	57	Winter 2022
Campus Housing RLST: Crisis Support A session designed for campus housing residence life staff on how to offer crisis support as it relates to sexual violence, including best practices for responding to a disclosure, and who to seek support with on campus, both within Campus Housing and SVPRO when offering support for those impacted by sexual violence.	 Residence life staff Collaborative partner: Campus Housing, Residence Life 	44	Winter 2022



Responding to Disclosures: Refresher In wake of the anticipated uptake and interest for the administration of <i>Responding to Disclosure</i> training with the shift back to more hybridized or in-person work and learning on campus, a refresher session on R2D content, activities, and facilitation strategies for community of practice members was offered.	 Responding to Disclosures Community of Practice (CoP) members 	9	Winter 2022
Public Education Agreement with Sexual Assault Support Centre of Waterloo Region (SASC) SVPRO continued the public education agreement with SASC which includes education on campus as well as assistance and guidance on events run through the SVPRO. Additionally, SASC is regularly welcomed into classes, student services, and student clubs to provide interactive learning on ending sexual violence, practicing consent, bystander intervention, male allyship, and more.	StudentsCollaborative partner:SASC	6 sessions	Spring 2021 Winter 2022

SVPRO Annual Awareness- Raising Events	Event purpose	Term
Sexual Violence Awareness Month	Events in May designed to raise awareness about the prevalence of sexual violence, sexual violence culture, and how to move towards a consent culture.	Spring 2021
Take Back the Night	In collaboration with SASC, Take Back the Night (TBTN) consists of a solidarity mark to stand with survivors of gender-based and sexual violence. TBTN is an international event and non-profit organization with the mission of ending sexual, relationship, and domestic violence, in all forms.	Fall 2021
16 Days of Activism Against Gender-Based Violence	Each year, the University of Waterloo joins with organizations, governments, and groups worldwide to participate in 16 Days of Activism Against Gender-based Violence to encourage actions in everyday life to stop gender-based violence. 16 Days begins on November 25, coinciding with the International Day for the Elimination of Violence Against Women, and concludes on December 10, on International Human Rights Day.	Fall 2021



Purple4Prevention	#Purple4Prevention invites students and employees to take a stand against sexual and gender-based violence, and to show solidarity with survivors by purchasing and wearing a customized purple t-shirt.	Fall 2021
Consent Week	A week of events to normalize dialogue about consent, explore how to engage in healthy, positive, respectful relationships, and embed consent in everyday life and practices.	Winter 2022
Safe Love Week	A week of events through the GSA focusing on sexual education, including self-love, healthy relationships, and safe relations.	Winter 2022

Evaluation Research on Trainings: Key Findings

This reporting year brought new efforts to measure the effectiveness of SVPRO offerings and initiatives, including designing evaluation plans, conducting evaluation research, and producing reports of findings based on analysis of collected data. This reporting period saw the design of 12 new evaluation instruments and the generation of 7 reports of findings, allowing the SVPRO to produce an evidence base of internal research, and engage in evidence-based decision-making surrounding the development of education, training, and programming.

Findings by training type

We share some of the key findings that emerged out of our evaluation research for our two standardized trainings, which demonstrate positive trends across all indicators used to measure training effectiveness. As a result, SVPRO is keen to administer these trainings more extensively across mixed and diverse campus spaces, and is seeking to reach high representativeness across campus with its active bystander intervention training (which is moving out of the piloting phase and into its official rollout next reporting year).

Responding to Disclosures (R2D)

Survey data demonstrates positive increases in the following areas: (1) understanding of myths related to sexual violence that perpetuate victim blaming; (2) knowing what consent means and looks like; (3) confidence in ability to support someone who has experience sexual violence/harassment; (4) ability to respond supportively and non-judgmentally to a survivor who has disclosed sexual violence; and (5) understanding of sexual violence. In addition, data demonstrated that 100% of respondents were able to correctly define sexual violence, 98% of respondents were able to correctly identify key components of a supportive response to a disclosure, and 96% of respondents felt prepared to respond to a disclosure of sexual violence.



Active Bystander Intervention (BSI)

Results from survey data indicate an increase in respondents' understandings of the key concepts including: active bystander, sexual violence, rape culture, community, consent, and intersectionality.

Findings also demonstrated the following:

- Positive increase in the number of strategies respondents were aware of to intervene in situations of harm or potential harm.
- Positive increase in respondents feeling that they have the appropriate skills to intervene in a situation of harm or potential harm on campus.
- Positive increase in likelihood to intervene if respondents noticed a situation where someone was experiencing harm or potential harm on campus.
- Most respondents were correctly able to characterize each bystander intervention strategy, between 94-100%, part of the 5D Active Bystander model (direct, delay, delegate, distract, and document), by matching each strategy with its description.
- Most indicated confidence on positive ends of the likert scale, in their ability to intervene in a situation of harm.
- 88% of respondents would recommend the training to a colleague.

Policy 42

Research was conducted on Policy 42, *Prevention of and Response to Sexual Violence*, to better understand its institutional effectiveness. The evaluation research utilized two methodologies: (1) a content analysis identifying key indicators (characteristics, features, approaches, provisions) of an effective institutional sexual violence policy, based on literature, research, and promising and best-practice, and (2) stakeholder interviews with campus groups that interact with, or apply policy. Findings from the evaluation research informed policy recommendations centered around five key areas and identified factors impacting consistency in policy application. This research will assist with the 2022-2023 revisions of Policy 42, alongside insights and survey data from students during the student consultation period.



To: Board of Governors
Date: 25 October 2022

Subject: Agreement Between the University of Waterloo and CUPE 793

From: James Rush, Vice-President, Academic & Provost

The attached Agreement covers the period of May 1, 2021, through April 30, 2024. This agreement provides three years of stability with our workforce, at a cost that is in line with both the earlier agreed Staff and Faculty salary adjustments. This agreement also maintains alignment with both the Staff and Faculty negotiation cycles.

In addition to a number of minor changes to the agreement's text, below is a summary of the key negotiated items:

Monetary agreement:

The annual salary increase of the agreement is 1.0% in the base rate for years 1, 2, and 3 of the collective agreement. This increased percentage of 1% to base salary is identical to the agreements with both the Faculty and Staff and in line with the requirements of the moderation period of Bill 124.

Using the same costing model used for the staff and faculty agreements, the additional total compensation under Bill 124 for the affected groups allowed for the following negotiated increases:

Year 1:

- Optical coverage
- Group Leader premiums and Shift Leader premium enhancements
- Shift premium for night shift

Year 2:

- Compassionate Care and Bereavement
- Footwear premium increase for food services staff only
- Meal Allowance increase for food services staff only

Year 3:

• Shift premium increase for the afternoon shift

The costs that were used are based on estimated usage and eligibility, each year falls within the limitations of Bill 124.

Letter of Understanding for Bill 124 Re-opener:

The Employer and Union agree that if the Protecting a Sustainable Public Sector for Future Generations Act, 2019, SO 2019, c 12 is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the collective agreement (i.e. at any point prior to April 30, 2024) by mutual agreement the parties may agree to review the annual general wage increases in the collective agreement but only to the extent permitted by law and having regard to the employer's financial position.

The Letter of Understanding will expire on April 30, 2024.

Major Non-monetary agreements:

<u>Seniority</u> – Changes were made to allow the University to end employment status for anyone who has not reported to work for two days and has not notified their supervisor or provided a justified reason for their absence. This adds to management's right to deal with absences without leave employees.

<u>Hours of Work</u> – A Letter of Understanding was agreed upon for a six-month trial for a change in hours to ten-hour days for four consecutive days. This will be reviewed to determine the viability of this shift change for a more extended period of time.

There was an agreement to extend the probationary period for periods of inactive work such as illness, injury or leave. This language addition will provide the university with more time to evaluate a new employee.

A second Letter of Understanding was established addressing Emergency Response. It addresses infectious diseases defined by ESA, 2000, and the actions required if the Government of Ontario declares a state of emergency. The union will have representation on the University's Joint Health and Safety Committee.

I am pleased to put the following motion forward to the Board of Governors:

Motion: That the Board of Governors approve the new Agreement between the University of Waterloo and CUPE 793, effective immediately.

Union Agreement

between

The University of Waterloo

and

The Canadian Union of Public Employees C.L.C. Local 793

Effective May 1, 2021 to April 30, 2024

Canadian Union of Public Employees, Local 793

Telephone: 519-888-4567 extension 36793

Facsimile: 519-725-9354

Email: cupe793@waterloo.ca

AGREEMENT

This Agreement is entered into at Waterloo Ontario effective on the 1st day of May 2021.

By and Between:

University of Waterloo (at Waterloo, Ontario) (hereinafter called the University and/or the employer)

and

Canadian Union of Public Employees, C.L.C., and its Local, 793 (at Waterloo, Ontario) (hereinafter called the Union)

Contents

(Graphic Services will fill in based on layout of the language)

*ensure Appendices and LOUs are identified individually by title and page #

Recognition and Scope

- The University approves and recognizes the Union as the sole bargaining agent for all regular employees, as defined in clause 3(a), 3(b) and 3(c), of the Plant Operations Department and of the Food Services Department save and except the following staff:
 - a. In the Plant Operations Department immediate supervisors, technicians, draftspersons and secretarial and clerical staff.
 - b. In the Food Services Department immediate supervisor and those above the rank of immediate supervisor, as well as technical, secretarial and clerical staff.
- 2. It is the desire of both parties to this agreement to display a spirit of mutual trust and understanding in an effort to maintain and improve the existing harmonious relationship. To promote the morale, well being and security of employees in the bargaining unit, the parties will secure prompt and equitable resolution of any grievances arising out of the administration of this agreement. It is agreed that neither management nor the union will issue directives in contravention of any applicable legislation.
 - No employee shall be required or permitted to make a written or verbal agreement with the University which conflicts with the terms of this collective agreement, unless approved by the Union executive.
- 3. The word "Employee" or "Employees" whenever used in this Agreement will apply only to Regular employees as defined in Clause 3(a), 3(b) and 3(c) below who have successfully completed the probationary period. It will not apply to temporary employees, part-time employees, or seasonal employees, as defined in 3(d), 3(e) and 3(f) below:
 - a. Regular Ongoing– any employee who continuously works in excess of twenty-two (22) hours per week and whose appointment is for more than twelve (12) months in any single period of employment. Regular Ongoing positions are advertised in accordance with Article 34 of this agreement.
 - b. Regular Recurring any employee who continuously works in excess of 22 hours per week, and whose appointment is intended to be for a minimum of six (6) months and a maximum of ten (10) months per single period of employment, and whose defined period of employment recurs each year. Regular Recurring positions are advertised in accordance with Article 34 of this agreement.
 - c. Apprentice any employee who accepts the terms of employment as an apprentice by agreement between the employee, the University of Waterloo and the Ministry of Training, Colleges and Universities, and as set out under Article 23 Apprentices, and the Apprenticeship Guidelines.

d. Temporary – any employee who normally works in excess of twenty-two (22) hours per week but who works not more than twelve (12) months in a single period of employment. Temporary positions are not subject to the terms of **Article 31** of this agreement, however, in any circumstances where a temporary employee has worked for eight (8) consecutive months in a given position, that position will be advertised in accordance with **Article 31** and a candidate will be selected to fill the position by the end of the twelve month period specified herein.

Temporary employees may apply for any regular vacancies which occur and shall be considered after applicants who are regular University employees but before external applicants.

- e. Part-Time Casual any employee who normally works twenty-two hours per week or less regardless of the duration of employment.
- f. Seasonal any employee who accepts employment of a seasonal nature such as is normally performed by the University during the summer months.
- g. Employees can print off their offer letter from Human Resources recruitment system or request a copy from Human Resources.
- 4. The University acknowledges that no Supervisor shall perform work on any job within the Bargaining Unit except for purposes of instruction, experimentation and training unless the work to be performed has been identified together with the work period which will be mutually agreed to and in consultation with the Union.

Supervisory or management personnel may complete bargaining unit duties in case of an emergency. Emergency is defined as a serious and unexpected situation requiring immediate attention. Staffing emergencies may be covered by Supervisors or Managers for a maximum of thirty (30) minutes. Any coverage in excess of thirty (30) minutes must be documented and reported to Labour/Management and/or Food Services Ad Hoc committee(s).

- 5. It is agreed that Clause 4 will not apply to those supervisory and technical personnel whose normal duties traditionally necessitate periodic work participation.
- 6. There will be no reduction in the hours worked by regular employees, as defined in 3(a), 3(b) and 3(c) until management has given full consideration to the feasibility of a reduction in the hours worked by temporary, part-time casual, and seasonal employees as defined in 3(d), 3(e) and 3(f).
- Wherever the masculine is used in the Agreement it shall be considered as though the feminine had been used when the interpretation of the meaning of the clause so requires.
- 8. Wherever the term "appropriate Director of the Department in which the employee works" is used in this Agreement, it will refer, in the case of Plant Operations to the Executive Director of Facilities or designate and in the case of Food Services to the Director of Food Services.

It is understood that position titles of management may change from time to time. It is agreed that the University will notify the Union of any such changes and it is

- further agreed that these changes will not alter the interpretation of this agreement in any way.
- 9. The University and the Union agree that the only official file for each employee shall be maintained in Human Resources. Employees shall have the right, during normal business hours, to examine their file and to make a photo-copy of any document contained in that file. The employee shall have the right to be accompanied by a Union steward.

Management's Rights and Reservations

- It is understood and agreed that all managerial rights of the University, shall be reserved to it except to the extent herein limited; and without intending to restrict the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:
 - a. generally manage and operate the University of Waterloo.
 - b. maintain order, discipline and efficiency.
 - c. establish, post and enforce reasonably, rules and regulations not inconsistent with the provisions of the Agreement, governing the conduct of the employees.
 - d. hire, promote, demote, transfer, or suspend or otherwise discipline or discharge any employee, subject to the right of the employee to lodge a grievance in the manner and to the extent herein provided; exercised in a manner consistent with the provisions of this Agreement.

Article 3

Strikes and Lock-Outs

- 1. The Union agrees that there will be no strikes, slowdown, or suspension of work, picketing, or other collective action which will stop, curtail, interfere with, or affect work in the operation of the University, and that in the event of any such action taking place, the Union will instruct the employees involved to return to work and perform their usual duties and, if necessary, to resort to the Grievance Procedure established herein.
- 2. The University agrees that there shall be no lockout of employees.

Harassment & Discrimination in the Workplace

- Harassment and Discrimination are contrary to the Ontario Human Rights Code.
 Accordingly, it is agreed that there shall be no harassment, discrimination,
 interference, restraint, coercion or intimidation of any individual by another, based on
 any of the prohibited grounds set out in the Ontario Human Rights Code.
 - The prohibited grounds are as follows: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy and breastfeeding), sexual orientation, age, records of offences, marital status, gender identity, gender expression, family status, disability or membership or non-membership in a Union.
- 2. The Employer and the Union recognizes, and takes seriously, their responsibilities to maintain a harassment and discrimination free workplace.

3. Definitions

- Discrimination is defined as any action or behaviour that results in adverse or preferential treatment related to those grounds prohibited under the Ontario Human Rights Code.
- Harassment is a form of discrimination and defined as engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome.
 - Sexual Harassment includes comment or conduct where acceptance of sexual advances is a condition of education or employment, or where rejection of sexual advances negatively impacts decisions that concern the recipient (e.g. employment decisions) or where unwelcome sexual advances, comment, conduct or communications interfere with the recipient's work or study.
 - A 'poisoned environment' (or one that is intimidating, hostile or offensive) can be created based on any of the prohibited grounds under the Ontario Human Rights Code, and can be described as comment or conduct that is contrary to the aims of maintaining a supportive, respectful and tolerant environment.
- 4. Some examples of comment, conduct or communication which may constitute harassment are:
 - offensive jokes or slurs of a sexual, racial or gender related nature;
 - unwelcome physical contact;
 - communications (written, oral, electronic) that threaten, intimidate or humiliate other individuals within the University based on one's sexual orientation, gender, religion or any of the other prohibited grounds.

- any display of offensive pictures, cartoons, graffiti, or other materials in the workplace that others could find offensive based on the prohibited grounds under the Code; and,
- demands, or repeated requests for dates, sexual favours or propositions of physical intimacy.
- 5. Complaints of harassing or discriminatory behaviour shall be eligible to be processed as grievances. If the respondent in grievance is the person who would normally deal with the first step of such a grievance, the grievance will be heard by the next level of supervision.
- 6. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- 7. Despite the eligibility to process complaints through this agreement, an individual also has the right to contact the Human Rights Tribunal of Ontario at any time.
- 8. Employees found to have harassed or discriminated against others could face disciplinary **and corrective** action **including** a verbal reprimand up to, and including, termination.
- The employer agrees that information and training regarding harassment and discrimination is essential and will work jointly with the Union on all training and information initiatives.
- 10. Support and information is available through the EAP Officer of CUPE Local 793, CUPE Local 793 Union Executive, Conflict Management and Human Rights Office or Human Resources.

Relationship

- It is agreed that there shall be no solicitation of members or employees covered by this collective agreement, collection of dues, or other Union activities on the premises of the University during working hours except as permitted by this Agreement.
- 2. The University agrees that an officer of the Union shall be given the opportunity of interviewing each new regular employee or group of new regular employees within regular working hours without loss of pay, for a maximum of ninety (90) minutes during the first week of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the employer and the Union.
- 3. The employer agrees to make new employees aware that a collective agreement is in effect and agrees to advise the employee of the conditions of employment as specified in Article 6 (Union Security and Dues Check-off).

4. After ratification of each new collective agreement, the employer agrees to distribute to all employees within the bargaining unit, a copy of a new agreement in booklet form. The employer agrees to provide the new agreement booklet thirty (30) days after CUPE 793 has confirmed in writing that the new draft agreement has been approved for printing. The employer will supply an additional one hundred and fifty (150) copies to the union office. The employer will include in each hiring package, a copy of the collective agreement to each new employee. In addition, the employer will also provide the Union with an electronic copy of the Collective Agreement.

Article 6

Union Security and Dues Checkoff

- It is agreed that employees who are now members or hereafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.
- 2. It is agreed that all Regular bargaining unit employees, as defined in Article 1, clause 3(a), 3(b) and 3(c), will be required to pay to the Union, dues (or the equivalent amount) as a condition of continued employment. The University acts only as an agent for CUPE 793 in the administration of dues deductions. The University agrees to obtain a signed deduction authorization for the Union dues (or equivalent amount) at the time of completing employment sign-up procedures for all new regular employees.
- 3. Bi-weekly Union Dues Formula:

Hourly Base Wage x Regular hours worked per pay cycle x Local 793 Rate %

This is for each position as described in Wage Schedule I and II. The University will be advised by the Treasurer of CUPE Local 793 of the Rate % to be used in the formula.

Such deductions from a Regular bargaining unit employee will commence from the first pay in which such employee received remuneration for a complete two week period and shall continue throughout his/her employment in the bargaining unit as outlined in the foregoing paragraph.

It is also agreed that no regular bargaining unit employee will be eligible for membership or will become a member of Local 793 of the Canadian Union of Public Employees until completion of the probationary period specified in Article 8 (Seniority).), unless otherwise permitted by the Union's constitution and bylaws, and, for clarity, such membership will otherwise have no impact for such employee under the terms of this collective agreement until completion of the probationary period specified in Article 8 (Seniority).

It is further agreed that only those regular employees who have completed the probationary period will have recourse to the grievance procedure outlined in this Collective Agreement.

4. The University agrees to deduct from the wages of each Temporary employee (as defined in Article 1, clause 3(d) the same Union dues (or equivalent amount) as that paid by each "regular" bargaining unit employee.

Such deductions for temporary employees will commence immediately and be reflected on the first pay, providing that pay is one from which Union dues (or equivalent amount) for regular full time employees is also deducted.

Such deductions shall continue thereafter throughout such a period of temporary employment.

- 5. The total amount deducted in accordance with the foregoing will be remitted by the University, by cheque, addressed to the Treasurer and made payable to the Canadian Union of Public Employees, Local 793, by the fifteenth (15) day of the month following the month for which the deductions have been made, accompanied by a list of the employees from whose wages deductions have been made. A copy of the list shall be forwarded by the University to the National Headquarters of the Canadian Union of Public Employees.
- 6. It is agreed that the name, current mailing address, and phone number (if provided) of each person who, in accordance with this article, is obligated to pay Union dues (or the equivalent amount) as set by the Union will be provided to the Treasurer of Local 793 immediately upon employment of such person.

It shall be the obligation of each member covered under the terms of this agreement to provide the University with his/her current residential address and telephone number, with a copy to Local 793. If an employee fails to do this, the University shall not be responsible for failure of a notice sent by registered mail to reach such employee. This information will not be posted nor shared with anyone, other than the parties to this agreement, without the member's consent.

Human Resources agrees to provide employment particulars to CUPE 793 at the time of hiring.

Article 7

Representation

1. The University acknowledges the right of the Union to appoint or otherwise select from the qualified members of the bargaining unit not more than thirteen (13) stewards. It is intended that each of these stewards will represent a specified group of employees as hereunder defined:

Four Stewards Plant Operations -**Custodial Group** Plant Operations -Four Stewards Workshops Two Stewards Plant Operations – **Grounds Section** Plant Operations – One Steward Central Plant Food Services – One Steward Student Village Facilities One Steward Food Services – Other Than Student Villages It is further intended that the steward will represent the specified group of employees from time to time in discussions and dealings with the Union Committee in connection with any matter which may properly arise from the provisions of this Agreement during the term thereof.

Wherever possible, the steward representing a specified group of employees will be an employee who is usually assigned to that physical area which he/she represents. In cases where a steward position in a specified group is vacant or a steward is not available on shift, representation may be provided by a steward from another specified group.

The Union agrees to advise the University immediately of the names of stewards and of the respective group of employees represented by the steward.

- One (1) Chief Steward will be elected from the above thirteen (13) steward positions and will represent the Union as it relates to any grievances.
- 2. The employer shall grant upon request leave of absence without loss of pay or service credits to not more than nine (9) members of the Union Bargaining committee (including the President and Chief Steward) for the purpose of conducting the negotiation of the Collective Agreement. The Union will make every effort to ensure that one member will be appointed from each of the two Food Services seniority groups (Article 8.6a and 8.6b) and will be from two different Job Grades (Wage Schedule II).

The Union and the Employer agree to advise each other prior to negotiations of the names of each others representatives.

The Employer shall grant upon request up to four (4) days paid leave of absence to each member of the negotiating committee for the purpose of preparing negotiation proposals. Such leave shall be without loss of seniority or service credits.

- 3. The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the University.
- 4. It is agreed that the Stewards, Union Executive, or Union Bargaining Committee members appointed or otherwise selected, shall be a regular employee of the University as defined in Article 1, clause 3a and 3b. The Union agrees to provide appropriate Steward training within six (6) months of appointment.
- 5. a. It is agreed that, as far as possible, meetings between the University and the Union Executive pursuant to the provisions of this Agreement shall be arranged at a time mutually agreed upon by both parties.

Both parties will attempt to arrange such meetings to take place during the normal day shift working hours.

Any representative of the Union, who is in the employ of the University shall be granted time off his/her regular work period with pay to attend such meetings, be paid for such time off at his/her regular rate but in no case shall wages of an employee be increased for the day beyond the amount which he/she would normally have received had there been no meeting.

b. The Union acknowledges that Stewards and Union Officers have regular duties to perform on behalf of the University and such persons will not leave their regular duties without first receiving permission from their Supervisor which shall not be unreasonably withheld. They shall state their destinations to the Supervisor together with their reasons for going and the approximate time necessary to conclude such Union business. They shall report again to their Supervisor at the time of their return to their regular place of employment.

The employer shall grant upon request, leave from duties without loss of pay or service credits by the University for the purpose of attendance at joint committee meetings and to meet with the National Representative prior to mutually agreed to meeting dates.

6. In the event of either party wishing to call a meeting for the purpose of discussing employee – management relations or matters of mutual concern in the interpretation of this contract, the Senior Director, Human Resources, or designate of the University and/or the Union Secretary shall be notified in writing.

The said meeting shall be held at a time and place that shall be fixed by mutual agreement.

The said meeting will be held within seven (7) working days following delivery of said notice in writing, except when an extension to this period is mutually agreed upon by both parties.

- 7. Upon written request, leaves of absence may be granted at the discretion of the University to such employee or employees who have been selected or appointed to represent the Union at Union functions. In no case will the University permit more than two (2) such employees to be on leave of absence from any one section, nor more than a total of six (6) such employees from the entire bargaining unit to be on leave of absence during any given period. Such leave of absence time shall not exceed an aggregate total of sixty (60) days for all employees covered by this agreement during any "agreement year" following the anniversary date of the Agreement. The University will be reimbursed by the Union for any pay which an employee receives while on leave covered by this clause. Additionally, thirty-five (35) employer paid union days will be granted for Union members to attend Union conventions, conferences, workshops or educational seminars according to the same conditions listed above.
- 8. Any employee who is elected to National/Provincial Union body shall be granted an unpaid leave of absence without loss of seniority to carry out the Union assignment up to a maximum of one (1) year.
- 9. The parties agree to an ad hoc committee made up of three members and an Executive member selected from the membership of CUPE Local 793, employed in Food Services and representing both work groups, and three members from management selected by the Director of Food Services.

The purpose of this committee will be to:

investigate and address concerns unique to Food Services

 review ways to maximize available full time hours in all Food Services bargaining unit classifications during the May through August summer layoff.

Both parties agree to provide relevant and appropriate information to this committee.

The parties agree to an ad hoc committee made up of three (3) members selected by the Union from the work groups employed in Plant Operations and members of CUPE L793 plus an Executive Officer or designate as assigned by the Union. Management will assign three (3) members to the ad hoc committee as selected by the Executive Director of Facilities.

The purpose of this committee will be to investigate and address concerns unique to Plant Operations. Both parties agree to provide relevant and appropriate information to this committee.

10. The Parties agree to two ad hoc health and safety committees, one in each of Food Services and Plant Operations departments, comprised of a maximum of three (3) members and an Executive member selected from the membership of CUPE Local 793 and a maximum of three (3) representatives from management selected by the Director of Food Services or the Executive Director of Facilities.

The parties agree to meet no fewer than eight (8) times per year, to address concerns unique to each department. The parties also agree that there shall be no reprisal exercised on any employee who reports a bona fide unsafe work practice

Article 8

Seniority

 a. An employee will be considered to be on probation and will not acquire seniority until after they have completed the required probationary period (exclusive of overtime). An employee's probationary period may be extended by up to six (6) months and will be extended by any periods of inactive work (including illness, injury or leave).

There will be a twelve (12) month probationary period for positions requiring certifications and professional credentials; all other positions shall have a probationary period of six (6) months.

Upon completion of the probationary period, the employee will be considered to be a regular employee of the University.

Regular Recurring as defined in Article 1, clause 3(b) will accrue seniority by paid hours of service at straight time.

Temporary employees, who accept regular employment, will have their service for seniority purposes dated from the 'effective date' shown on the regular appointment authorization. In instances wherein a temporary employee accepts regular employment without a break in service longer than thirteen (13) weeks, and who has completed the applicable probationary period, the employee will receive credit for all their service retroactively. Service for seniority purposes only relates to job posting, layoff, recall and vacation scheduling.

- b. At any time during the probationary period the employment of the individual on probation may, at the sole discretion of the University, be terminated for any cause which the University considers to be just and sufficient to warrant the termination and such probationary employee will not have recourse to the grievance procedure.
- 2. An employee will be removed from the seniority list, all other **roles** of the University and **employment shall terminate**, unless reversed by Arbitration if:
 - a. they voluntarily quits the employ of the University;
 - b. they are justifiably discharged;
 - c. they have been laid off for more than twelve (12) consecutive months;
 - d. following a layoff, they fail to advise the University within three (3) days of receipt of notice to return to work, of their intention to return, or fails to report to work on the date and at the time specified in the said notice, which shall be made in writing and delivered by email (if email delivery is consented to in writing at the time of layoff) or registered mail to the last address given by the employee to the University. The date and time indicated in such notice will, in all cases, take into consideration registered mail delivery plus the three (3) day period outlined in this clause.
 - e. they retire
- a. An employee will be removed from the seniority list, all other roles of the University and employment shall terminate if they are absent for two (2) consecutive working days without notifying their Supervisor, giving reasons for their absence and indicating their intention to return to work.
 - b. An employee will be removed from the seniority list, all other **roles** of the University **and employment shall terminate** if they are absent for more than two (2) consecutive working days without a reason which is satisfactory to management.

It is agreed that this clause shall not be used in a discriminatory or arbitrary way.

- 4. It shall be the duty of the employee to notify the University promptly of any change of their address. If any employee shall fail to do so, the University will not be responsible for failure of notices to reach the employee.
- 5. a. For the purposes of applying for promotion or transfer only, the accrued seniority of the applicant on a total bargaining unit basis, shall be applied in accordance with clause 7 of this article, for the purpose of selecting a candidate.

- b. If the promotion or transfer results in movement from one department or working group to another department or working group, the individual so moving will carry their "seniority accrued to date" into the new position.
- c. All bargaining unit employees have the right to apply to any vacant regular positions advertised by Human Resources on the Daily Bulletin and/or the Positions Available List, subject to the provisions of Article 8.7. All interested employees should apply directly to Human Resources and provide an updated resume.
- 6. a. All regular Food Services employees, as defined in Article 1, clause 3(a), who regularly work in the student village facilities will be considered as one working group and will exercise accrued seniority within that single working group.
 - b. All regular Food Services employees, as defined in Article 1, clause 3(a), other than those in the student village facilities working group, will be considered as one working group and will exercise accrued seniority within that single working group.
 - c. All regular Food Services employees, as defined in Article 1, clause 3(b), who regularly work in the student village facilities will be considered as one working group and will exercise accrued seniority within that single working group.
 - d. All regular Food Services employees, as defined in Article 1, clause 3(b), other than those in the student village facilities working group, will be considered as one working group and will exercise accrued seniority within that single working group.
 - e. All regular Plant Operations employees, as defined in Article 1, clause 3(a), will be considered as one working group, and will exercise accrued seniority within that single working group.
 - f. All regular Plant Operations employees, as defined in Article 1, clause 3(b), will be considered as one working group, and will exercise accrued seniority within that single working group.
 - g. Employees in any of the working groups described above, will have the right to apply for any position in a higher classification in the other groups only where the duration of such position is expected to exceed three (3) consecutive months.
 - h. Where the open position as defined in 6(g), is expected to have a duration of three (3) consecutive months or more, any movement of an employee from one working group to the other will be subject to the mutual consent of Union and Management.
 - i. Where an employee is assigned to any position subject to Clause 6(h), the employee shall retain all seniority accrued in the previous position and shall continue to accrue total seniority in the new position.
 - j. Nothing in the foregoing clauses prohibits Management from assigning an employee in any working group to a temporary opening in another working group.

- 7. Both parties recognize the principle of promotion within the bargaining unit. In promotions, demotions, layoffs, recalls and lateral transfers from one classification to another having the same rate of pay, the following factors shall be considered:
 - a. Seniority standing of the employee involved;
 - b. Qualifications, skill, ability and acceptable attendance record of the employee to perform the normal duties of the position.

When factor (b) is relatively equal, factor (a) shall govern.

- 8. Employees promoted or awarded new positions, other than supervisory positions, shall be given a reasonable time but in any case not less than four (4) weeks and not more than eight (8) weeks to prove their ability. If they fail to prove such ability to perform the new duties they shall be returned to their former position at the prevailing wage rate for that position and without loss of seniority.
- 9. Insofar as it is practicable to do so in the Plant Operations Department the University agrees to give first consideration to the seniority standing of employees when assigning such employees to continuous shift assignments. This will not apply in sections where shift assignments are on a rotating basis such as Central Plant.
- 10. For the purpose of layoffs and recall, bargaining unit employees as defined in Article 1, clause 3(a) and 3(b) will exercise accrued seniority only within his/her seniority list as defined in clause 6(a) through (f) inclusive.
 - a. Employees shall be laid off in the reverse order of their seniority, providing a more senior employee retained in the employ of the department has the skills and training necessary to perform the work normally performed by the employee to be laid off, and is available to perform such work.
 - b. For a layoff of four (4) working days or less, seniority rights will be exercised only within the shop section or work section in which the layoff occurs.
 - c. For annual seasonal layoffs within any of the working groups described in 6(a) to 6(f) inclusive, the duration of which is expected to be more than four (4) days, up to and including five (5) months, employees will exercise accrued seniority within their normal working group only.
 - d. For layoffs within any of the working groups defined in Clause 6(a) to 6(f) inclusive, the duration of which is expected to be more than five (5) months but less than one year, employees will exercise seniority on a department wide basis consistent with the provisions of Clause 11 of this Article.
 - e. For layoffs within any of the working groups defined in Clause 6(a) to 6(f) inclusive, the duration of which is expected to be one year or more, employees will exercise seniority rights on a total bargaining unit basis.
 - f. Laid off employees shall be recalled in the order of their seniority providing they have the qualifications necessary to perform the duties of the position for which they are being recalled.

- 11. When an employee is in receipt of a lay off notice as outlined in Article 8.10 (b), (c) and (d), the employee may opt to accept the layoff for the prescribed period of time without loss of seniority.
 - When any employee is laid off due to a reduction in the complement in his/her department, and when any such layoff is expected to have a duration of one year or more, such laid off employee shall, notwithstanding other clauses of this Article, have the right to exercise his/her seniority in either an equivalent job classification or a lower job classification in either of the two departments represented in this collective agreement, provided he/she has the skills and training necessary to perform the duties of the employee who is thus displaced.
- 12. The employer shall develop a separate list for the employees in each of the four Food Services working groups and for employees in each of the two Plant Operations working groups, as defined in Clause 6(a), 6(b), 6(c), 6(d), 6(e) and 6(f). For those employees in Food Services group (c) and (d), the list will show the seniority date calculated based on paid hours of services as per clause 1(a). An upto-date copy of each of the above mentioned lists shall be sent to the Union and posted on specified bulletin boards at the end of February and end of September of each year.
- 13. a) The appointment or selection of employees for supervisory positions, or for any positions not subject to the provisions of this Agreement, is not covered by this Agreement. However, if within a trial period of sixty (60) working days the employee wishes to transfer back to the bargaining unit, the seniority which he/she had at the time of transfer from the bargaining unit shall be credited to his/her seniority standing upon re-entry to the bargaining unit.
 - b) A regular full-time employee who successfully applies to a temporary full-time secondment opportunity outside the Bargaining Unit shall be deemed to retain and accrue their seniority for a period of up to one (1) year from leaving the Unit (or longer period if covering for a leave of absence under the *Employment Standards Act*, 2000).

Dues deductions will continue during the period of secondment outside of the Bargaining Unit.

Article 9

Remuneration

- 1. The University agrees to pay and the Union agrees to accept the schedule of job classifications and wage rates attached hereto as Wage Schedule I and Wage Schedule II for the term of this Agreement (as defined in Article 36).
- 2. In the event of an error in pay or deductions, the University will work with the employee to either make the employee whole, or put a plan in place to recover money owing from the employee as a result of an overpayment.
- 3. When an employee is temporarily assigned to a position having a lower rate of pay than his/her regular position, his/her rate of pay shall not be reduced during such

- temporary assignment. It is understood that this clause does not apply to any situation when the downward assignment has been as a result of a layoff within the Bargaining Unit.
- 4. When an employee is temporarily assigned to a position having a higher rate of pay than his/her regular position, and such assignment is in excess of two (2) consecutive hours, he/she shall be paid at the higher rate of pay for the entire time served in such higher assignment.
- 5. An employee requested by the Chief Engineer or Department Head to perform the regular duties of the Chief Engineer for a period of three (3) or more consecutive shifts shall be paid a premium of three (3) percent per hour in addition to their Group Leader/Shift Engineer premium (total thirteen (13) percent) for the period during which they fulfill the duties, commencing from the first (1st) shift.
- 6. The employer agrees that any employee, who is required to renew any certificate of qualification required for their job, will be reimbursed the full cost of renewal.

Payment of Wages

1. The University agrees to pay wages every other Friday in accordance with Wage Schedule I and Wage Schedule II attached hereto and forming part of this Agreement. An itemized statement of the employee's wages and deductions shall be issued to each employee every pay day.

Article 11

Hours of Work and Overtime

GENERAL: ALL BARGAINING UNIT PERSONNEL:

- 1. It is agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week, nor as a guarantee of working schedules.
- 2. It is agreed that the University has the right to assign overtime work to any employee in the bargaining unit **and to any probationary employee**. Such employee will be expected to work the assigned overtime except in a case of established and proven personal need which would, in the opinion of Management, justify the employee not complying. The opportunity for overtime shall be equitably distributed as far as is practical among employees who are qualified to perform the work that is available.
- 3. In the event that an employee finds it impossible to report for scheduled overtime work to which he/she has earlier been assigned, he/she shall be obligated to advise his/her supervisor, his/her shift engineer of this circumstance prior to the time which he/she is scheduled to perform such overtime work.
- 4. Overtime shall be calculated on the employee's normal straight time wage rate.

- 5. a. All over-time will be paid out in 30 minutes increments rounded up.
 - b. For pre-scheduled overtime, the full assignment must be distributed during the employees' regular shift. Any pre-scheduled overtime attached to the start or end of the regular shift will be paid on a time worked basis.
 - c. Any over-time during hours apart from the employees' regular shift will be paid out at a minimum 4 hours.
 - d. Meal allowances are not provided for pre-scheduled overtime except in the case when the pre-scheduled overtime shift is extended by a minimum of two (2) hours without notice, and each four hour extension thereafter.
- 6. It is agreed that the supervisor will maintain, post and make available to an employee, upon request, a rotation list for overtime being worked within the various sections of the department, to observe the distribution of such overtime.
- 7. Any employee who is assigned to work overtime which immediately extends their normal daily hours of work by two (2) or more hours will receive a meal allowance of \$20.00 effective May 1, 2022.

Any employee eligible for a meal allowance will be expected to obtain such meal in a University of Waterloo Food Services facility whenever any major Food Services facility is open.

PART A - ALL PLANT OPERATIONS PERSONNEL EXCLUDING CENTRAL PLANT SHIFT WORK PERSONNEL

- 1. For the purposes of defining regular hours of work and overtime payment eligibility, the work week for all employees is defined as that period beginning at 00:01 a.m. Sunday morning and ending at 24:00 hours (midnight) the following Saturday.
- 2. The normal daily hours of work for all classifications shall be eight (8) hours per day.
- 3. The normal work week for all classifications shall be five (5) days per week Monday through Friday to total forty (40) hours per week.
- 4. It is agreed that the weekly hours of work for all shift work personnel in the Custodial section of the Plant Operations department will include a set of hours on the fifth work day of the week which do not necessarily coincide with the hours of work for the initial four days of the week including a 4:00 pm shift start on the last working day prior to a statutory holiday. However, employees may elect to maintain their regular schedule prior to a statutory holiday provided they have advised their supervisor at least two (2) weeks prior to the holiday in writing. The purpose of such schedule is to permit optimum weekend periods for this group of personnel. It is further agreed that no overtime premium will be provided for any hours of work beyond the eight (8) hours in any one day, as specified in Part A, clause 2 of this Article, when such excess hours of work occur as a result of the modified work schedule.

- 5. Overtime for the purpose of this Agreement, shall be defined as all time worked beyond the normal day of eight (8) hours or beyond the normal work week of forty (40) hours.
- 6. Such overtime shall be paid at the following rates for all classifications:
 - a) Any hours worked in excess of eight (8) hours in a scheduled work day time and one half.
 - b) Any hours worked on Saturday time and one half
 - c) Any hours worked on Sunday double time
- 7. Any overtime worked beyond eight (8) consecutive hours of overtime will be paid at double time.
- 8. Any employee may request time off in proportion to pay earned for overtime worked (i.e. 1.5 hours off for each hour worked at time and one half; 2 hours off for each hour worked at double time.) Said time off must be scheduled at a time mutually agreed upon by management and the employee and taken within one hundred eighty (180) days of the overtime worked.

PART B - CENTRAL PLANT SHIFT WORK PERSONNEL ONLY

- 1. For purposes of defining regular hours of work (as per the schedule referred to in clause 3), for overtime eligibility, and for the weekend premiums referred to in Article 12, clause 3, the work week for all Central Plant shift work personnel is defined as that period commencing at 07:30 a.m. Sunday morning and ending at 07:29 a.m. the following Sunday.
- The normal daily hours of work for Central Plant Shift Work personnel shall be twelve (12) hours per day. Any Central Plant employee may be assigned to shift work as required.
- 3. The normal work week for Central Plant Shift Work personnel shall be in accordance with a twelve-hour shift work schedule.
- 4. Overtime as applied to Central Plant Shift Work personnel shall be defined as all time worked beyond the twelve hours in a scheduled work day or beyond eighty (80) hours in accordance with payroll pay periods.
- 5. Overtime shall be paid at the following rates for all Central Plant Shift Work personnel.
 - a) any hours worked in excess of twelve (12) consecutive hours time and one half.
 - b) any hours worked in excess of eighty (80) hours in any two calendar weeks of the schedule referred to in clause 3 time and one half.
 - c) any hours worked on the scheduled days off in the schedule referred

to in clause 3 will be paid as follows:

- for any hours worked on the first day of any consecutive scheduled days off in a given calendar week - time and one half
- II. for any hours worked on the second day of any consecutive scheduled days off in a given calendar week double time.
- III. any overtime worked beyond eight (8) consecutive hours of overtime will be paid at double time.
- 6. It is agreed that in any circumstances where a stationary engineer who normally works on the day shift is assigned to Central Plant Shift Work schedule, such engineer will be:
 - a) given a minimum of twenty-four (24) hours notice prior to such change or
 - b) be reimbursed at one and one half times the normal rate for the initial shift of the new schedule Monday through Friday.

PART C - FOOD SERVICES PERSONNEL ONLY

- 1. For the purposes of defining regular hours of work and overtime payment eligibility, the work week for all employees is defined as that period beginning at 00:01 a.m. Sunday morning and ending at 24:00 hours (midnight) the following Saturday.
- 2. The normal daily hours of work for all classifications shall be eight (8) hours per day. It is agreed, however, that due to the nature of the Food Services operation some regular employees may be scheduled to work less than eight (8) hours per day.
- 3. The normal work week shall be five (5) days per week for a total of forty (40) hours per week. A weekend will be defined as two (2) consecutive days off.
- 4. Overtime, for the purposes of this Agreement, shall be defined as all time worked beyond the normal day of eight (8) hours or beyond the normal work week of forty (40) hours or beyond seven (7) consecutive days in any two (2) week pay period.
- 5. Such overtime shall be paid at the following rates for all Food Services Department personnel:
 - a) Any hours worked in excess of eight (8) hours in a scheduled work day time and one half.
 - b) In any schedule where the two (2) consecutive scheduled days off are actually Saturday and Sunday, any overtime hours worked on the Saturday will be paid at one and one half times the regular hourly rate and any overtime hours worked on the Sunday will be paid at double the regular hourly rate
 - c) In any schedule where the two scheduled days off in a work week (as defined in Part C, clause 1) are other than the Saturday Sunday

combination described in (b) above, any overtime hours worked on the first scheduled day off (equivalent of Saturday), will be paid at one and one half times the regular hourly rate and overtime hours worked on the second scheduled day off (equivalent of Sunday) will be paid at double the regular hourly rate.

- 6. Any overtime worked beyond eight (8) consecutive hours of overtime will be paid at double time.
- 7. Any employee may request time off in proportion to pay earned for overtime worked (i.e. 1.5 hours off for each hour worked at time and one half time; 2 hours off for each hour worked at double time). Said time off must be scheduled at a time mutually agreed upon by management and the employee and taken within one hundred eighty (180) days of the overtime worked.

Article 12

Shift Work

- 1. Effective May 1, 2021, shift premium will be paid at one dollar and thirty cents (\$1.30) for each hour on any shift which starts between 3:00 pm and 9:59 pm., except for any twelve (12) hours shifts. Shift premium will be paid at one dollar and forty cents (\$1.40) for any eight (8) hour shift which starts between 10:00 pm and 4:59 a.m. and any twelve (12) hour shift which starts between 7:00 pm. and 4:59 a.m. Effective May 1, 2023, the one dollar and thirty cents (\$1.30) premium will be increased to one dollar and thirty-five cents (\$1.35).
- 2. It is agreed that shift premiums will not be paid for any hours during which the employee is receiving overtime premium as defined in Article 11 of this Agreement or for any hours during which the employee is receiving weekend premium described in clause 3 below.
- 3. Central Plant Shift Work personnel required to work weekend shifts shall receive, in addition to the regular straight time earnings, a premium of one-half straight time earnings during all hours worked between the commencement of the day shift Saturday to the conclusion of the Sunday night shift which ends on Monday morning.
- 4. It is agreed that there shall be no splitting of shifts.
- 5. It is agreed that employees in the Grounds department may elect on an individual basis to start no earlier than 6:00 am, by mutual agreement.
- 6. The Food Services department agrees to implement a three (3) week schedule, which will be posted at least one (1) week prior to the posting period. Any shift changes to the posted schedule would be made by mutual consent between management and the employee(s) involved and signed off on the posted schedule.
 - With the understanding that weekend work is necessary, the University will endeavor to schedule at least every other weekend off within the recognized school term, excluding times determined as periods of layoff. This excludes employees who are hired through postings that require them to work weekends on a regular basis.

Any employee who elects to work weekends must indicate their preference in writing at least two weeks prior to the start of the recognized school term.

The foregoing is not meant to preclude scheduling for business needs in UW Catering.

Article 13

Minimum Hours

- 1. In the event that an employee reports for work within the first half hour of their regular shift, without having been notified not to report, they will be given a minimum of four (4) hours work at their regular rate of pay or, if no work is available they will be paid the equivalent of four (4) hours at their regular rate in lieu of work. This obligation shall not apply in the following circumstances:
 - a. When the employee has been absent from work and has failed to notify the University at least the day before of their intention to return to work.
 - b. When the employee fails to keep the University informed of a telephone number through which a message can be left for the employee.
 - c. When the lack of work is due to power shortage or power failure, fire, flood, powerhouse breakdown, or in other circumstances beyond the control of the University.
- 2. In the case of call-in emergencies, employees shall be paid at the applicable overtime rate for the hours worked and the minimum pay shall be four (4) hours at the applicable overtime rate.
 - Call-in emergencies will be any request for over-time not offered during the employees' regular shift. Each call-in emergency will be paid out at a minimum 4 hours, and shall not be combined with any assignment not related to the emergency.
 - Any Plant Operations employee receiving a phone call during off hours, who can resolve the emergency issue without a call-in, will receive one (1) hour at their regular hourly rate as compensation.
- 3. In the case of call-in emergencies, employees will be eligible for a meal allowance as described in Article 11, General, clause 7 after each four (4) hour period worked.

Article 14

Paid Holidays

1. a. The following days will be recognized as "paid holidays":

New Year's Day
Good Friday
Canada Day
Civic Day
The start of the start

Labour Day Thanksgiving Day

Christmas Day Boxing Day

- b. In addition to those days specified above, the University will designate not less than two (2) days and not more than four (4) days which will also be recognized as "paid holidays" in any given calendar year in order to provide six (6) consecutive "paid holidays" during the Christmas period.
- c. It is agreed that December 24th will be a paid holiday in years when clause b above does not provide for time off on that date. It is understood that in years when December 24th falls on a Saturday or Sunday, it will not be a paid holiday.
- 2. The foregoing holidays will be granted with pay at the employee's regular rate of pay for his/her normal number of working hours, to a maximum of eight (8) hours, provided the employee works his/her full regular shift immediately preceding and immediately following such holiday unless excused by the Director of the Department in which he/she works. An employee will receive compensation for a paid holiday that occurs during an approved sick leave. However, in cases where "accrued sick leave credits" have been completely used prior to the paid holiday, the employee will receive no such compensation.
- 3. When any of the above-noted "paid holidays" fall on Saturday or Sunday and are not proclaimed as being observed on some other day, the preceding Friday or the following Monday shall be deemed to be holidays for the purpose of this Agreement.
- 4. If any of the "paid holidays" designated in clause 1 of this Article are observed by the University on days other than the traditional calendar date, then such observed day will be considered the paid holiday for purposes of time off and payment of premium.
- 5. Each employee required to work on any "paid holiday" defined in clause 1 of this Article shall receive, in addition to any straight time holiday pay for which they qualify, double time for all hours which they work.
- 6. In any circumstances where a regular employee who has been on layoff for several weeks is recalled to work on a three day weekend which includes a paid holiday, such employee will be paid for the "paid holiday" in accordance with clause 5 above.
- 7. Those regular employees as defined in Article 1, clause 3(b) will have their statutory holiday pay calculated consistent with the provisions of the Employment Standards Act, **2000 as amended.**
- 8. No employee who has been given an approved unpaid leave of absence of more than fourteen (14) consecutive calendar days is eligible for compensation for any paid holiday which is recognized by the University at any time during such leave of absence, except for holiday pay as may be required by the provisions of the Employment standards Act of Ontario.

Vacations

- 1. For purposes of this Agreement the following definitions will be used in establishing an employee's vacation entitlement.
 - a. Vacation Credits are the number of normal working days which the employee is entitled to take in the form of paid vacation. Such vacation credits will be accrued through the portion of the year during which the employee was actively employed with, and received remuneration from the University.
 - b. **Vacation Credit Year** is a period from July 1st of one calendar year through June 30th of the following calendar year and during this period the employee accrues "vacation credits" to be taken in the subsequent 12 month period.
 - c. **Vacation Year** is the 12 month period (July 1st through June 30th) in which "vacation credits" accrued during the previous "vacation credit year" are taken in the form of paid vacation.

The parties agree for the purposes of Food Services only, employees annual vacation entitlements accrued from July 1st to June 30th will be planned for vacation from May 1st to April 30th. There will be no loss of vacation entitlements to any employee and the right to request vacation throughout the year will be maintained.

 Wherever "vacation credits" are taken in the form of paid vacation by Central Plant Shift Work personnel, each calendar week off on vacation will be considered as five (5) days vacation credit (40 hours) regardless of the schedule referred to in Article 11, Part B of this Collective Agreement.

For the purposes of interpretation, a week of vacation starts at the end of the last shift worked and ends at the beginning of the first scheduled shift back.

3. a. Regular bargaining unit employees as defined in Article 1, clause 3(a) shall be entitled to his/her "accrued vacation credits" with pay at his/her regular rate of pay exclusive of shift premiums to a maximum period, subject to clause 1(a), as shown on the following chart. The amount of vacation to which an employee is entitled will be based on his/her accumulated service with the University of Waterloo as of July of the vacation year.

Regular bargaining unit employees as defined in Article 1, clause 3(b) shall receive a payment equivalent to his/her accrued pro rated vacation credits calculated at their regular rate of pay exclusive of shift premiums, in each pay period.

<u>Vacation Credit</u> <u>Length of Vacation</u>

Less than 12 months 1/12 x 15 x months worked

3 WEEKS AFTER 1 YEAR 3 WEEKS AFTER 2 YEARS 3 WEEKS AFTER 3 YEARS

```
4 WEEKS AFTER 4 YEARS
4 WEEKS AFTER 5 YEARS
4 WEEKS AFTER 6 YEARS
4 WEEKS AFTER 7 YEARS
4 WEEKS AFTER 8 YEARS
4 WEEKS AFTER 9 YEARS
4 WEEKS + 1 DAY AFTER 10 YEARS
4 WEEKS + 1 DAY AFTER 11 YEARS
4 WEEKS + 2 DAYS AFTER 12 YEARS
4 WEEKS + 2 DAYS AFTER 13 YEARS
4 WEEKS + 3 DAYS AFTER 14 YEARS
4 WEEKS + 3 DAYS AFTER 15 YEARS
4 WEEKS + 4 DAYS AFTER 16 YEARS
4 WEEKS + 4 DAYS AFTER 17 YEARS
5 WEEKS AFTER 18 YEARS
5 WEEKS + 1 DAY AFTER 19 YEARS
5 WEEKS + 1 DAY AFTER 20 YEARS
5 WEEKS + 1 DAY AFTER 21 YEARS
5 WEEKS + 2 DAYS AFTER 22 YEARS
5 WEEKS + 2 DAYS AFTER 23 YEARS
5 WEEKS + 2 DAYS AFTER 24 YEARS
5 WEEKS + 3 DAYS AFTER 25 YEARS
5 WEEKS + 3 DAYS AFTER 26 YEARS
5 WEEKS + 4 DAYS AFTER 27 YEARS
5 WEEKS + 4 DAYS AFTER 28 YEARS
5 WEEKS + 4 DAYS AFTER 29 YEARS
6 WEEKS AFTER 30 YEARS
```

b. In any circumstances where a Central Plant Shift Work employee is eligible for any of the 1 day, 2 day, 3 day or 4 day pro rata vacation as listed in clause 3(a) above such employees shall receive that respective entitlement as shown below:

```
1 day vacation entitlement - (8 hrs.) - one shift off with 12 hours pay 2 days vacation entitlement - (16 hrs.) - one shift off with 12 hours pay 3 days vacation entitlement - (24 hrs.) - two shifts off with 24 hours pay 4 days vacation entitlement - (32 hrs.) - three shifts off with 36 hours pay
```

4. Vacations shall be allotted at any time during the calendar year following July 1st of the vacation credit year in which the vacations are earned.

Such vacations will be scheduled by the University in accordance with the seniority standing and with the personal preference of the employee as far as is practicable and possible. However, for purposes of equitably scheduling vacations, any vacation taken by an employee between June 30th and August 31st may be restricted to a period not exceeding two weeks.

Exceptions may be given consideration if a written request is submitted to the Director of the Department in which the employee works and all other circumstances permit.

5. a. If a paid holiday, as listed in Article 14, falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday

or they shall be paid for the holiday in accordance with Article 14 clause 2 of this Collective Agreement.

- b. In any circumstances in which a Central Plant Shift Work employee exercises the option to request the additional day's vacation referred to in 5(a) above, they shall be granted an additional four (4) hours leave of absence without pay so as to permit one complete twelve hour shift away from work.
- 6. Any employee leaving the employ of the University before completing one year of continuous employment will receive any unused vacation credits in equivalent pay.
- 7. Employees who have completed one year or more of continuous employment with the University will, upon termination of employment, receive a payment of wages to cover any vacation period which may have been accrued and not yet taken as vacation in either the previous vacation credit year ending June 30th, or in the current vacation credit year beginning July 1st.
- 8. a. Vacation will normally be taken in amounts of not less than one calendar week. Exceptions may be given consideration if a written request is made to the Director of the Department in which the employee works and all other circumstances permit.
 - b. In special circumstances, an employee may make a written request to the Director of the Department in which the employee works to carry over vacation credits or bring forward vacations from one vacation year to another. Such requests must be planned, approved and recorded in advance by the department Director.

Arrangements for these special requests must be made not later than March 15th for Food Services employees and not later than April 16th for Plant Operations employees.

- a. Vacation schedules for Plant Operations will be posted each year no later than March 31st. Such schedules shall not be changed after the posting date unless mutually agreed to by the employee and the employer.
 - b. Vacation schedules for Food Services will be submitted and approved each year no later than March 31st. Should a vacation request be denied during the initial submission process, the employer will provide the reason for the denial.
- 10. a. An employee, who as a result of illness or accident is hospitalized during their scheduled vacation period, may re-schedule that portion of their vacation during which they were hospitalized. Such re-scheduling will be subject to medical evidence satisfactory to the Disability Management Team. The re-scheduled time of the vacation shall be mutually agreed to between the employee and the employer.
 - b. An employee, who as a result of illness or accident is certifiably disabled for a period of five (5) days or more, may re-schedule that portion of their vacation during which they were disabled. Such re-scheduling will be subject to medical evidence satisfactory to the Disability Management Team.

Grievance Procedure

- 1. Employees who have completed the probationary period will have recourse to the grievance procedure. It is agreed that a Temporary employee's right to this grievance procedure will be limited exclusively to working conditions. It is agreed that Part-Time Casual and Seasonal employees, as defined in Article 1, clauses 3(e) and 3(f) as well as Probationary employees as defined in Article 8.1(a) will have no recourse to the grievance procedure.
- 2. It is understood that an employee has no formal grievance until:
 - a. one or more clauses of this Collective Agreement has been violated with respect to the employee and
 - b. the employee has verbally made their immediate supervisor aware of their complaint.

The employee may, if they so desire, have their steward present when they advises their immediate supervisor of the problem.

- 3. While it is agreed in clause 2 that no formal grievance exists except with respect to specific clauses in this Agreement, it is further agreed that questions regarding interpretation of legislation or of other matters of mutual concern to the parties of the Agreement not covered by specific contract language, while not subject to the grievance procedure described herein, will nevertheless receive consideration through established informal University labour management communication channels.
- 4. No grievance is valid where the circumstances giving rise to the complaint occurred or originated more than seven (7) full working days prior to the date on which the immediate supervisor was formally advised of the complaint.
- 5. a. Individual Grievance

A grievance signed by an individual employee who has a complaint which has not been adjusted to his/her satisfaction by their immediate supervisor, may be submitted as a formal grievance at step 1 of the grievance procedure within seven (7) working days following the decision of their immediate supervisor.

b. Group Grievance

A grievance signed by a group of employees which has a grievance which affects them as a group, that has not been adjusted to their satisfaction by the immediate supervisor, may be submitted as a formal grievance at step 1 of the grievance procedure within seven (7) working days following the decision of their immediate supervisor.

c. Policy Grievance

A grievance concerning the interpretation, application or alleged violation of this agreement that does not pertain to an individual employee or group of employees must be initiated at step 1 to the appropriate Director within thirty (30) calendar days of the circumstances giving rise to the grievance.

It is expressly understood that each form of grievance as defined in (a), (b) and (c) are mutually exclusive. If an employee is not satisfied with the outcome of a grievance, the issue may not be resubmitted as a different form of grievance.

- 6. The grievance procedure shall be as follows:
 - **Step 1.** An Employee's grievance which is not settled by the immediate supervisor shall be stated in writing on forms provided by the Union and approved by the University. The grievance must indicate a clear description of the details of the concern, the specific Article(s) of the Collective Agreement that has/have been allegedly violated, and the precise remedy sought by the grievor. The notice of appeal shall be signed by the employee involved and submitted by the said employee to the immediate supervisor and copied to the appropriate Director of the department in which the employee works, and the Senior Director, Human Resources. This must be done in the presence of their Union Steward or the Chief Steward.

The department shall make known and state in writing the decision by the end of the seventh (7) working day following receipt of the appeal.

Step 2. If the decision of the department is not acceptable to the aggrieved employee and said employee wishes to go to the next step of the Grievance Procedure, he/she must appeal through the Chief Steward to the Associate Provost Human Resources, through Human Resources by the end of the seventh (7) working day following receipt by the employee of the decision of the appropriate department.

Where the Associate Provost Human Resources, or designate, wish to meet, the parties will endeavour to meet within thirty (30) working days of the Union's request to have the Associate Provost Human Resources, or designate, hear the grievance. If unable to meet, the grievance may be taken to arbitration in accordance with Article 17 of this agreement.

The Associate Provost Human Resources, or designate, shall make known and state in writing their decision by the end of the seventh (7) working day following their receipt of the appeal, or where a meeting is scheduled to hear the grievance, by the end of the seventh (7) working day following the meeting.

- **Step 3.** If the decision of the Associate Provost Human Resources is not acceptable to the aggrieved employee and the matter is considered to be still in dispute between the University and the Union, it may be taken to arbitration in accordance with Article 17 of this Agreement.
- Any adjustment arising out of the settlement of a grievance defined in clause 5(a), 5(b), and 5(c), under the Grievance or Arbitration Procedure shall not be made retroactive to a date prior to the date upon which such grievance was initially presented.

- 8. Any and all limits fixed by this Article and Article 17 may be extended by written agreement between the Associate Provost Human Resources and the President of Local 793, C.U.P.E.
 - If, however, such extension is not agreed upon, and the Union fails to process the grievance to the next step of the Grievance Procedure within the specified time, the grievance will automatically be considered technically invalid.
 - In the event that management fails to process the grievance within the specified time, the Union may advance the grievance to the next step in the Grievance Procedure.
- 9. All decisions arrived at between the employer and the Union shall be final and binding upon each of them and the employee or employees concerned.
- 10. Any difference arising between the University and the Union as to the compliance of either party with any of its obligations hereunder may be submitted in writing by either party with a request for a meeting between their representatives.
- 11. A grievance concerning the interpretation, application or alleged violation of this agreement that does not pertain to an individual employee or group of employees must be initiated at step 1 to the appropriate Director within 30 calendar days of the circumstances giving rise to the grievance.

It is expressly understood, however, that this procedure is mutually exclusive from the individual grievance procedure and that this procedure may not be used with respect to a matter directly affecting an employee or group of employees which could have been instituted under the individual grievance procedure.

Article 17

Arbitration

- 1. The Union must provide written notice of their desire to go to arbitration within ninety (90) working days of the Step 3 decision by the Associate Provost Human Resources. If this time limit is exceeded, the grievance shall be considered to have been abandoned.
 - When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request in writing addressed to the other party to this Agreement and will propose arbitrators for joint agreement. If the parties are unable to agree then either party may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 2. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 3. No matter shall be submitted to arbitration which has not been properly carried through all the steps of the Grievance Procedure.
- 4. The Arbitrator shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to

- give any decision inconsistent with the terms and contents of this agreement as to the meaning of the decision.
- 5. The proceedings of Arbitration will be expedited by the parties hereto, and the decision of the Arbitrator will be final and binding upon the parties inclusive of the employee or employees concerned.
- 6. The time limit fixed in the Arbitration Procedure may be extended by mutual consent of the parties to this Agreement.
- 7. Each of the parties hereto will equally bear the expense of the Arbitrator selected or appointed.

Discipline, Suspension or Discharge

- 1. In the event that an employee is suspended from active employment and without pay for any reason, Union representation shall be present at the time that they are advised of the suspension unless union representation is declined by the employee. The University further agrees to confirm such suspension in written correspondence to the employee with a copy of such correspondence to the President and Recording Secretary of Local 793 and also a copy to the C.U.P.E. National Representative.
- 2. Whenever a regular employee is to be discharged from employment at the University, the Union will be notified in advance. If the dismissal notice is to be given verbally to the employee, the Union shall appoint a representative to be present when the dismissal takes place. The University further agrees to confirm such discharge in written correspondence to the employee with a copy of such correspondence to the President and Recording Secretary of Local 793 and also a copy to the C.U.P.E. National Representative.
- 3. Should an employee feel that they have been unjustly dismissed, they shall by the end of the seventh (7) working day following the day of dismissal or receipt of written notice, file a grievance through the Grievance Committee to the Associate Provost Human Resources.
 - The Associate Provost Human Resources, after consultation with the appropriate management personnel, shall make known and state in writing the decision of the University by the end of the seventh (7) working day following his/her formal receipt of the grievance.
- 4. If the University's dismissal action is found to be unjust and the employee is to be reinstated with any arrangement which may be deemed just and equitable in discussions between the University and the Union or by the Board of Arbitration, if it becomes necessary to refer the matter to arbitration, in no case is the monetary compensation to exceed the amount which the discharged employee would have earned during normal working hours through the period that they were unable to work at the University because of the discharge action.

5. When any warning or disciplinary note or letter is to be placed in an employee's file, the employee shall first be given a hand delivered copy before it is placed in their official file. The employee may add comments to the document before it is filed.

Union representation shall be present when a Warning or Disciplinary note/letter is issued to an employee unless union representation is declined by the employee. The Union will receive a copy of all such warning, disciplinary notes/letters. In cases where an employee is not available to receive the warning or disciplinary note or letter personally, a copy will be sent by registered mail or courier to the mailing address provided by the employee.

Any such note or letter shall be removed from the employee's official file and returned to the employee upon request after twenty-four (24) months of active employment from the date the disciplinary letter was issued for the offense provided that the employee has kept his/her record clear of similar or comparable offenses during such period. For clarity, active employment for purposes of this article excludes periods when the employee has received STD benefits for more than 30 days, periods while the employee has received LTD benefits, and periods of layoff.

6. A Group Leader or Shift Engineer is not responsible for providing testimony in a disciplinary action, grievance or arbitration.

Article 19

Sick Leave

1. The University of Waterloo adheres to the Personal Health Information Protection Act (PHIPA), 2004, and all other relevant legislation including the Regulated Health Professions Act, 1991, Workplace Safety and Insurance Act, 1997, and Occupational Health and Safety Act, 1990. All medical information provided is confidential. The employee is not obligated to share medical information with his/her manager/department head; however, the manager/department head will be advised of any required modifications to duties or hours worked.

The University agrees that "sick leave" as defined in the current Disability Management Guide on the HR website, and available in print from HR upon request, as amended from time to time, which applies to all employees, faculty and staff University wide, covers all Regular employees in the bargaining unit. The following conditions apply:

- a. It is agreed that employees benefiting from "sick leave" will notify their immediate supervisor of their absence as soon as possible but no less than thirty (30) minutes before the beginning their shift unless extenuating circumstances exist.
- b. Any employee who is absent for any period due to illness is obligated to keep his/her immediate supervisor aware of his/her approximate date of return to work. Absences beyond five (5) days require the employee to inform:
- (i) their Supervisor of his/her approximate date of return to work and
- (ii) the Disability Management Team of their health status.

Such report will be made at least once per week unless longer reporting intervals are mutually arranged in consultation with the Disability Management Team.

When the duration of illness or other factors result in a change in planned return to work, it is the employee's responsibility to notify their immediate supervisor and the Disability Management Team of these circumstances prior to the day on which the employee was expected to return to work.

c. When an employee has been absent for a period greater than thirty (30) calendar days due to a verified, excusable illness or injury, it is their responsibility to notify their immediate supervisor and the Disability Management Team of their intention to return to work at least five (5) working days before the date of anticipated return.

Any medical documentation validating such absence or confirming the employee's ability to return to his/her regular position should be submitted to either the Disability Advisor in Human Resources or the Occupational Health Nurse. Health records in Human Resources are kept separate from other employment records to respect privacy and confidentiality concerns with access only by the Disability Advisor.

- d. It is agreed that an employee will be subject to disciplinary action up to and including immediate discharge if he/she reports off on "sick leave" and there is evidence, other than medical evidence, that such employee was absent from work for reasons other than sickness.
- e. The University will appoint a physician whose medical opinion, as to the employee's ability to perform their job duties, will be regarded as adequate grounds for excusing absence from work due to illness or injury or adequate grounds for appropriate disciplinary action when in the opinion of the physician no medical evidence of illness exists.
- 2. For absence of five (5) working days or more the employee shall provide a completed Sick Leave and Return to Work form or equivalent medical documentation acceptable to the University, signed by a qualified physician. The University may request such evidence for lesser periods providing the employee is allowed reasonable time to obtain the documentation.
- 3. The University may require an employee to have a physical examination by the physician designated in Clause 1(e) of this Article at any time.
- 4. It is agreed, notwithstanding clause 1 of this Article, that each employee shall, during his/her initial probationary period, be eligible for a maximum of five (5) days for six (6) month probationary employee and ten (10) days for a twelve (12) month probationary employee for "sick leave" without loss of normal pay, exclusive of premiums. In any circumstances where an extension of the probationary period is implemented the employee will be eligible, during the period of such extended probation period, for "sick leave" not to exceed one (1) day off each calendar month worked in the extended period. Such additional sick leave will be provided without loss of normal pay, exclusive of premiums.

- 5. Employees who fail to provide medical evidence and/or who fail to follow the physician's advice, who neglect the advice of the physician with regard to their illness or injury, or who fail to co-operate in an approved return-to-work plan will be considered to have abused the "sick leave" plan. Such abuse may result in disciplinary action.
- 6. Should an employee suffer a work related injury or illness which results in compensation from the Workplace Safety and Insurance Board, the employee shall receive from the University an amount equivalent to the difference between his/her regular wages, based on normal straight time earnings, and the compensation being provided by the Workplace Safety and Insurance Board. The employee shall continue to receive such difference for the number of consecutive days to which he/she is entitled "sick leave" under the University of Waterloo "sick leave" program.
- 7. Regular employees as defined in Article 1, clause 3(b) will have his/her entitlement to sick leave benefits accrued on a pro rata basis according to his/her FTE (Full Time Equivalent), consistent with the provisions of the University of Waterloo "sick leave" program.

Absenteeism

 If an employee repeatedly fails to report for duty without just cause their employment may be terminated. However, such termination will not occur until the employee has been given a warning in writing regarding the repeated absence and has failed to respond to such warning.

Article 21

Pension and Insured Benefits

1. The following pension and insured benefits are described in more detail in the current University of Waterloo Pension and Benefit booklets, as amended from time to time. They shall be continued during the term of this agreement for all regular employees who normally work thirty-five (35) hours per week or more. Regular employees as defined in Article 1, clause 3(b) will have his/her premiums paid by the University on a pro rata basis according to his/her FTE. It is further agreed that one or more of these benefits and/or cost sharing arrangements may be amended from time to time subject to clause 3 of this Article.

a. Extended Health Care Plan

This plan is an insured plan providing for limited payments for additional medical benefits not covered by the Ontario Health Insurance Plan. The total premium of this plan is paid by the University of Waterloo.

An employee and the University share the cost of eligible benefits under this Plan on a 20% / 80% basis respectively. Maximum dollar benefits may be applicable and

there are maximum annual costs (caps) to the employee's out of pocket expenses for eligible benefits under the Plan. Maximum dollar benefits and caps are subject to adjustment annually by the Pension and Benefits Committee.

Effective May 1, 2022, Eye Exam reimbursement up to \$85.00 every 2 years will be added to the Plan.

b. Group Life Insurance

Employees have a basic level of life insurance equal to 1 times base annual salary, with the premium paid entirely by the University of Waterloo. Additional life insurance choices are available as explained in the current University of Waterloo Pension and Benefit booklets.

c. Long Term Disability

The total premium of this insured plan is paid by the employee. The premium is subject to annual adjustment.

d. Dental Plan

The total premium of this insured plan is paid by the University of Waterloo.

An employee and the University share the cost of eligible benefits under this Plan as explained in the current University of Waterloo Pension and Benefits booklets. This plan is an insured plan. The following benefits are based on the current Ontario Dental Association fee guide:

95% for basic dental care 50% for major restorative 50% for orthodontic

These benefits are subject to annual or lifetime maxima which are subject to an annual adjustment review by the Pension and Benefits Committee.

e. University Pension Plan

This plan is integrated with the Canada Pension Plan and the cost is shared by the University and the employee.

Notwithstanding the above specified insured benefits, the employer shall grant to all employees covered by the collective agreement any improvement in the level of insured benefits or improvements in the cost sharing arrangement of the insured benefit program as may be made available by the University of Waterloo Pension and Benefit Committee to other groups of employees, concurrently with the date of implementation of any such improvements.

2. The normal retirement date within the UW pension plan for all UW employees is the first day of the month coinciding with or next following the date of attaining age 65. Employees are able to continue employment as long as they are able to perform their jobs satisfactorily and the terms of the collective agreement will continue to apply. Legislation dictates that employees must begin to receive their pensions at the

- end of the calendar year in which they turn 71. Benefits for employees who work past age 65 are the same benefits that apply to academic support staff.
- 3. The University agrees to maintain the present quality level of the foregoing benefits but may find it advisable and/or necessary to implement changes to maximize employee benefits and/or in response to Provincial or Federal legislation, or in response to change in the cost of government sponsored benefits. The University will not necessarily absorb the increase in the cost of coverage.
- 4. Nothing in the foregoing should suggest that the University takes any responsibility for maintaining the after tax value of benefits or income.
- 5. All employees of the University of Waterloo are covered by the Workplace Safety and Insurance Act, 1997.

Bereavement Pay

1. A Leave of Absence without loss of normal pay, exclusive of premiums, shall be granted to an employee who experiences a death in his/her immediate family. The immediate family for purposes of this Article is defined as: wife, husband, spouse - partner, son, daughter, brother, sister, father or mother, mother-in-law, father-in-law, son-in-law, daughter-in-law.

Such leave of absence shall be comprised of the four (4) consecutive calendar days immediately following the date on which the death occurred.

Employees may elect to set aside one (1) day for the memorial or burial to be held at a later date.

2. A Leave of Absence without loss of normal pay, exclusive of premiums, shall be granted to an employee who experiences the death of any one of the following of their relatives: stepmother, stepfather, stepchild or any grandchild.

Such leave of absence shall be comprised of the three (3) consecutive calendar days immediately following the date on which the death occurred.

Such leave of absence may be extended to the fourth (4) calendar day only in cases where the funeral of the deceased is held on the fourth (4) calendar day following the date on which the death occurred.

Employees may elect to set aside one (1) day for the memorial or burial to be held at a later date.

 A one day Leave of Absence without loss of normal pay, exclusive of premiums, shall be granted to any employee who experiences the death of any one of the following relatives: brother-in-law, sister-in-law, aunt, uncle, grandparent, grandparent-in-law or step-grandparent or legal guardian. Such leave of absence shall be granted for the purpose of attending the funeral or memorial service of the deceased and shall be granted only on the day of such funeral or memorial service.

- 4. At the discretion of the appropriate Director of the Department in which the employee works an employee may be granted a brief period of compassionate leave of absence with pay in the case of circumstances indicating special personal need.
- 5. The University agrees to allow an employee who is bereaved during an approved vacation period to substitute Bereavement Leave for the appropriate period provided the employee contacts the supervisor during the scheduled vacation period and provides evidence satisfactory to their immediate supervisor.

Article 23

Apprentices

1. It is agreed that the University will maintain an apprenticeship program as a community service and as a means of training skilled employees.

It is further agreed that management, during the term of this Agreement, will review the current complement of certified trades personnel within the Bargaining Unit with the objective of providing a limited number of additional apprenticeship positions.

Candidates for any such apprenticeship position will be selected, insofar as is possible from within the Bargaining Unit.

Candidates will be expected to satisfy management by written test or by other means that they have the qualifications necessary for the open position. A qualified candidate will be selected for such open position based on:

- a. the merit of the qualifications
- b. the seniority of the candidate relative to the seniority of other qualified candidates.
- 2. Wages to be paid apprentices will be at the discretion of the University but in no case less than 70% of the journeyperson rate for the trade.
- 3. Apprentices will be required to fulfill all conditions of the apprenticeship program. Employees who, for any reason, do not complete their apprenticeship program, or who do not meet the University's normal employment standards may, or may not, be continued as employees of the University, at the discretion of the University.
- 4. The University agrees to pay the full cost of benefits, exclusive of pension contributions, during any period that an employee is spending at a trade school recognized by the MTCU.
- 5. Any employee who is obligated to write a government prescribed examination to maintain their tradesperson status, or to upgrade their tradesperson status at the request of the University, and who finds it necessary to write such examination on a

regularly scheduled work day, will be granted a one day leave of absence without loss of normal pay, exclusive of premiums, once each calendar year to write such examination.

6. Leave of absence without pay and without loss of seniority shall be granted to employees who are serving apprenticeships, to allow them to attend trade schools under a certified apprentice program as required. Any Trade School Tuition Fee or Registration Fee will be reimbursed by the employer upon proof of successful completion.

Article 24

Leaves of Absence

 Each employee requesting a leave of absence will submit such request, in writing, on the appropriate forms provided by the University, to their immediate supervisor. The immediate supervisor will consider such request on the criteria applying to the specific case and will grant or deny the request on the basis of those criteria.

Such written request, in order to receive full consideration, should be submitted at least two (2) weeks in advance of the time requested and management will provide an answer to each applicant within a reasonable period of time following the date on which the request was submitted.

Any employee being granted a leave of absence of a duration of three (3) months or less will be absent without pay but without loss of seniority.

Any employee being granted a leave of absence of a duration longer than three (3) months will be absent without pay and without any accumulation of seniority beyond that accrued at the date of commencement of the leave of absence.

2. The employer recognizes that some employees may wish to serve in public office. Therefore, upon written request to the Director of the Department in which the employee works, the employer may grant leave of absence without pay but without loss of seniority so that such employee may be a candidate in a federal, provincial or municipal election.

Any employee who is elected to public office necessitating full time service shall be granted, by the employer, a leave of absence without pay but without loss of seniority for a period of up to one (1) year. Such leave shall, upon written request to the Director of the Department in which the employee works, be subject to renewal each year so long as the employee remains in office, up to a maximum of five (5) consecutive years.

- 3. At the discretion of the Director of the Department in which the employee works an employee may be granted a brief period of compassionate leave of absence with pay in the case of circumstances indicating special personal need.
- 4. In the event of a scheduled "swearing in ceremony" for an employee's Canadian citizenship or in the event of the graduation, at a convocation ceremony from a degree granting University, of the employee, the employee's spouse or the

employee's child, the employee will be granted a one day leave of absence without loss of normal pay, exclusive of premiums. Such leave of absence must be arranged with the supervisor at least two weeks prior to the event, otherwise such request may be refused.

- Any employee using a leave of absence for purposes other than those outlined at the time of the request shall be subject to disciplinary action including termination of employment.
- 6. Employees will arrange medical and dental appointments at times other than working hours. When this is not possible, employees will arrange their appointments as near to the beginning or end of the work day as possible. If such appointments must be made during working hours, the employee's immediate supervisor should be notified as far in advance as is possible prior to the appointment, indicating the time and expected duration. In cases where such appointments become excessive, the University may require the employee to make up the time at straight time hourly rates, take vacation time or designate the time as unpaid.

Employees who require time for University appointments must inform their immediate supervisor as soon as possible prior to the appointment, indicating the time and expected duration.

- 7. Employees of CUPE Local 793 will be covered under the same provisions of University of Waterloo Emergency Leave Guidelines as provided for non union staff.
- 8. The parties agree that the members of CUPE local 793 will have the same eligibility for the revised Pregnancy and Parental Leave as described in University of Waterloo Policy #14 for academic support staff.
- 9. In accordance with the Ontario and Canada Election Acts, employees shall, on election day, be allowed time off for voting and shall be paid for such time.
- 10. Employees called for jury or witness duty who are subpoenaed by the Court shall receive an amount equivalent to the difference between their regular pay for normal hours worked and remuneration received for jury or witness duty while serving.

Article 25

Health, Safety and Environment

- The University insists that all persons associated with the University (including those
 who are employees and those who are not, e.g. students, visiting professors,
 contractors, sub-contractors) adhere to the pertinent municipal, provincial and
 federal legislation and standards, and University policies and procedures.
- 2. Each staff member has primary responsibility for their own safety and actions, and for others affected by their actions. Supervisors and other persons in authority must provide for the health and safety of those under their authority, including training in specific work tasks, ensuring certified trainers are utilized where required, and must take necessary measures to comply with environmental requirements.

- 3. All members of the University community must report to their supervisor any hazardous conditions which are contrary to good health, safety or environmental practices or which contravene any legislative requirements. Supervisors are responsible for ensuring that corrective action is taken at once.
- 4. Each member of the University community must minimize the impact of University operations on the environment and respond diligently to incidents resulting from University activities.
- 5. The University agrees that, in compliance with the Occupational Health and Safety Act of Ontario:
 - a) Joint Health and Safety Committees duly appointed will be involved in all applicable health and safety programs.
 - b) Joint Health and Safety Committee members from the Bargaining Unit shall be provided certification training by the University. When filling vacancies the Union will endeavor to fill the position with a member who is currently certified.
 - c) Certified trainers are utilized where required.
- 6. The University agrees to continue its practice of providing required personal protective equipment to employees as required by the Occupational Health and Safety Act.

Job Security

- 1. Should the University find it necessary to contract out work now performed by bargaining unit employees and where such contracting out could result in a layoff of bargaining unit employees, the University undertakes:
 - a. to meet with the Union not less than sixty (60) days in advance of the implementation of such plan to provide it with adequate opportunity for discussion, input, and suggestion.
 - b. to retain employees displaced thereby, in jobs within the bargaining unit which are available and for which they are qualified, consistent with the University's obligations to operate in an efficient and economical manner.
 - c. subject to the other provisions of this article, the maintenance of the interior and exterior of buildings and grounds at outreach facilities including any new construction, all located in the Region of Waterloo, is the responsibility of the University. As a result, bargaining unit staff will normally be employed and complete related bargaining unit duties as set out within this collective agreement in any facility or area owned and operated by the University within the Region of Waterloo.
- 2. Should the University introduce new equipment which would result in a layoff of bargaining unit employees, the University will undertake the provisions outlined in clause 1(a) and (b) above.

- 3. In no instance will the employment of a "Temporary" employee create a reduction in the complement of "Regular" employees or result in a reduction in the Regular employees' regular scheduled hours of work.
- 4. In no instance will the employment of a "Part-time casual" employee result in a reduction in the regular hours of work of any employee.
- 5. Nothing in the foregoing will, in any way, affect the current practice of the University with respect to seasonal layoffs.
- 6. Any regular employee whose employment is to be terminated as a result of reduction of Union personnel will receive notice based on the following scale:

Service (in completed years)	Notice (in months)
less than 1	as per Employment Standards Act
1	1.0
2	2.0
2 3 4	2.5
4	3.0
5 6	3.5
	4.0
7	4.5
8	5.0
9	5.5
10	6.0
11	6.5
12	7.0
13	7.5
14	8.0
15	8.5
16	9.0
17	9.5
18	10.0
19	10.5
20	11.0
21	11.5
22 +	12.0

The employer agrees in situations where the above working notice is not possible, the employee will receive the equivalent pay.

7. This agreement is binding on the University and in the event of the dissolution of the University or its amalgamation with another University (ies), upon the amalgamated University or upon its successor University, as the case may be. In the event the employer should merge, amalgamate or combine any of its operations or functions with another University, the employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The employer agrees to involve C.U.P.E. Local 793 in discussions prior to

a merger, amalgamation or combining any of its operations or functions with another University(ies).

Article 27

Use of University Premises

- 7. Permission to use University premises for social, recreational, or Union meetings may be granted if properly requested through the office of the Director of the Department in which the employee works and if the desired facilities are available and the meetings or functions are conducted so as not to violate the rules and regulations pertaining to use of the facilities as established by the University.
- 8. The parties acknowledge that athletic facilities are available on the main and north campus for use by all employees of the University at a reduced rate. The parties recognize that the annual fee for an affiliate membership is set solely by the Department of Athletics and Recreational Services and is subject to change.

Article 28

Use of Notice Boards

- Notice boards or notice board areas set aside specifically for notices pertinent to the Union or to the employees of the Plant Operations Department and to the employees of the Food Services Department will be established as required.
- All notices posted on such bulletin boards, other than the weekly list of job vacancies, shall be initialed by a member of the executive of Local 793 prior to being posted and shall be authorized in compliance with University Policy #2 "BULLETIN BOARDS, TEMPORARY SIGNS, AND NOTICES" prior to being posted.

Article 29

Job Classifications

1. It shall be the right of the University to establish the minimum qualifications required in any classification.

Article 30

Job Descriptions and New Classifications

 The employer agrees to provide job descriptions for all positions for which the Union is the bargaining agent. Job descriptions for all significantly changed or new positions shall require consultation with the Union. Existing classifications shall not be eliminated or changed without prior discussion with the Union. 2. It is agreed that the University may, at its sole discretion, establish new job categories from time to time. The wage rate for such new job category will be determined in consultation between the University and the Union. If the parties are unable to agree upon a rate of pay for such new job category, the University shall set the rate and, such rate may be submitted to the Grievance Procedure.

Article 31

Job Vacancies

- 1. When a vacancy occurs or a new job category is created the employer shall:
 - a. publish on the Daily Bulletin, on a weekly basis the title of the open position, the normal hours of work for the open position, and a brief summary of the desired qualifications of applicants. The wage rate will not be published.
 - b. send to the Secretary of the Union, on a weekly basis, a list of all vacancies which might exist at that time.
 - For Food Services and Custodial section, Regular Ongoing vacancies will be posted twice per year, and Regular Recurring vacancies will be posted once per year.

In the Custodial section, Regular Ongoing vacancies will normally be posted in June and November, and Regular Recurring vacancies will normally be posted in January.

In Food Services, Regular Ongoing vacancies will normally be posted in May and November, and Regular Recurring vacancies will normally be posted in May.

It is understood that some vacancies may be posted at other times through the vear as the need arises.

Postings that are not expected to be filled internally may be posted concurrently however the University agrees to review any internal applicants prior to reviewing any external applicants.

For Food Services Personnel Only

Prior to any permanent vacant position being posted bargaining wide under clause #1, vacant assignments will be offered to interested employees, departmentally, as follows:

- (i) Food Services employees will submit a written expression of interest indicating that they wish to change their shift and/or worksite.
- (ii) Vacancies will be offered within classification to the most senior qualified applicant.

After the vacant assignment has been filled and prior to any position being posted bargaining unit wide, employees who had submitted a written expression of interest as per (i) above will be offered available backfill assignments, within their assigned working group (either student village facilities or other than student village facilities), and within classification, to the most senior qualified employee.

- 2. When a temporary position, which is expected to have a duration of two (2) months or more, becomes available a Regular employee as defined in Article 1, clause 3 (a) and (b), who has completed his/her probationary period will be offered a promotion to the temporary position consistent with the provisions of Article 8, clause 5 and clause 7(a) and 7(b) of the Collective agreement, provided:
 - a. such employee has previously submitted a written expression of interest expressing interest in obtaining a temporary promotion to a higher job classification, and
 - b. the employee possesses the minimum required qualifications for the temporary position.

At the conclusion of such temporary position any Regular employee, as defined in Article 1, clause 3(a) and (b), who has accepted the temporary promotion will return to his/her former position with no loss of seniority.

3. Insofar as it is practicable to do so in the Food Services Department, the University agrees to give first consideration to the seniority standing of employees within each working seniority group as indicated in Article 8, clause 6 (a) (c) – student village facilities, and (b) (d) – other than student village facilities, when assigning such employees to continuous shift assignments greater than three (3) months. Written expressions of interest should be made by those interested in obtaining a change in continuous shift assignment.

In cases where shift assignments exceed three (3) months but are not continuous (e.g. long-term sick leave, maternity and paternity leave, etc), the employee granted the temporary shift assignment will return to their former shift assignment upon the return of the employee on leave.

- 4. For the purposes of this article, written expressions of interest shall:
 - (i) Be submitted to the Director of Food Services;
 - (ii) Include a specific reference to the job classification, shift(s) and or location(s) in which the employee is interested;
 - (iii) State the employee's qualifications;
 - (iv) Be kept on file until the end of the academic term immediately following receipt; and,
 - (v) Be removed from the file if the employee is offered a change in job classification or change in shift/location and declines the offer.

Coffee Breaks

- 1. There will be a ten (10) minute coffee break in each four (4) hour period.
- 2. Custodial night shifts shall take two (2) ten (10) minute breaks served concurrently at the conclusion of three and a half (3.5) hours of work, and a thirty (30) minute unpaid break at the conclusion of their shift.

Note: The University will monitor break usage and ensure strict compliance.

3. Employees in Food Services are entitled to two (2) ten (10) minute breaks in each shift of seven (7) hours or more.

Article 33

Duration and Modification of Agreement

1. This Agreement will take effect on the first (1) day of May 2018, and shall continue in effect until April 30, 2021. The Agreement shall continue thereafter for annual periods of one (1) year each unless either party notifies the other in writing within a period of not more than one hundred and twenty (120) days and not less than sixty (60) days next preceding the said April 30, 2021, or so preceding each anniversary date thereafter of the said expiration date that it desires to amend or terminate the Agreement.

Article 34

Correspondence

All communications between the parties shall be addressed to:

- Senior Director, Human Resources
 University of Waterloo
 Waterloo, Ontario
- The President (or representative)
 CUPE Local 793
 University of Waterloo
 Waterloo, Ontario
- c. Copy to the Union Office:

 Canadian Union of Public Employees
 1120 Victoria Street North
 Suite 204
 Kitchener, Ontario
 N2B 3T2

Definitions

Group Leader / Shift Engineer – 7 %, then 10% effective May 1, 2022.

Bargaining unit members assigned an Apprentice, are not eligible for a Group Leader / Shift Engineer rate in addition to his/her regular hourly rate of pay.

Definition of "functional guidance" - Directs a co-worker(s) doing detailed work related to position, or serves as channel through which work is directed or checked, or assigns, checks and maintains the flow of work where procedures are standardized.

Responsibilities:

A Group Leader / Shift Engineer is an employee with all of the following duties and responsibilities:

- regularly performs bargaining unit work;
- regularly provides functional guidance and direction and maintains standards of productivity for a work group of bargaining unit members without actually assuming the role of supervisor as defined under the Labour Relations Act;
- may schedule and assign work and keep records as required;
- assists the Supervisor with inventory management, problem solving, and other appropriate duties as assigned;
- may assist contractors and sub contractors in arranging shutdowns for shops or contractor activities (Plant Operations only);
- must comply with all departmental policies and procedures;

Group Leader

1. The University, at its sole discretion, may from time to time, appoint Group Leaders. Such appointment is subject to the agreement of the employee so appointed.

A Group Leader is herein defined as an employee who in addition to performing their regular duties, has been delegated the responsibility for a group of workers, for at least one (1) shift, consistent with Section 1 (3) (b) of the Ontario Labour Relations Act.

For whatever period he/she is appointed, they shall be paid the regular Group Leader rate which is the classification rate plus the Group Leader Premium outlined in Wage Schedules I and II.

2. Those Group Leaders who have been appointed to serve for an on-going basis (more than one year) will continue to receive the regular Group Leader rate mentioned above though a period of sick leave and through the annual vacation period. In addition, they will have their pension and insured benefits based on the regular Group Leader rate.

Those Group Leaders who have been appointed to serve for a temporary period (any position where the duration is expected to be less than one calendar year) will

receive their regular wage rate plus a temporary Group Leader premium which is shown in Wage Schedules I and II. Sick leave, annual vacation, pension and insured benefits will be based on their regular wage rate and will not include their Temporary Group Leader premium.

Shift Engineer

- 1. A Shift Engineer is herein defined as a stationary engineer who holds a 2nd class certificate and who assumes responsibility for the Central Plant and related activities on his/her shift.
 - For whatever period he/she is appointed, he/she shall be paid the regular Shift Engineer rate which is the classification rate plus the Shift Engineer Premium outlined in Wage Schedule I.
- 2. Those Shift Engineers who have been appointed to service on an ongoing basis (more than one year) will continue to receive the regular Shift Engineer rate mentioned above through any period of sick leave and through the annual vacation period. In addition, they will have their pension and insured benefits based on the regular Shift Engineer rate.

Those Shift Engineers who have been appointed to serve for a temporary period (any position where the duration is expected to be less than one calendar year) will receive their regular wage rate plus the Shift Engineer premium. Sick leave, annual vacation, pension and insured benefits will be based on their regular wage rate and will not include their Temporary Shift Engineer premium. When a 2nd Class Engineer is not available a Shift Engineer holding a 3rd Class certificate may be temporarily appointed on a temporary basis.

Appendix A – Overtime Guidelines, Plant Operations

- 1. Overtime is defined as both pre-scheduled and call-in.
- 2. The Parties agree that it is the responsibility of management to ensure the equitable distribution of overtime opportunity and to maintain an ongoing overtime list.
- 3. The opportunity for overtime will be distributed equitably by classification on a rotational basis. The equitable distribution of overtime shall be assessed over a contract year starting May 1st to the following April 30th. At the beginning of each contract year, everyone on the rotation list will be credited with zero (0) hours and the order of opportunity for overtime will be the same as that of the final year end list.
- 4. When an employee is offered overtime, both accepted and declined overtime hours count as hours worked with the exception of item 5.
- 5. Employees on sick leave or approved leaves of absence will not be credited with declined or offered hours for any shifts up to a maximum of 30 calendar days. For sick leave or approved leaves of absence in excess of 30 calendar days, employees returning to work will be credited with the most amount of hours.
- 6. Employees on vacation are deemed not available for overtime during their scheduled vacation period. For the purposes of interpretation, a week of vacation starts at the end of the last shift worked and ends at the beginning of the first scheduled shift back. In the event no other person is available, a member on vacation may choose to accept overtime.
- 7. Should no employee accept overtime hours, the most junior employee will be assigned the overtime as mandatory.
- 8. Any employee may remove their right to overtime by signing the authorized form advising the University they do not wish to be offered overtime. It is understood that employees may reverse this decision at any time by withdrawing the authorized form. When an employee becomes available for overtime they will be credited with the most amount of hours.
- 9. Newly hired employees will be credited with the most amount of hours.
- 10. The parties agree that any employee not assigned to shift work may request time off in proportion to pay earned for overtime worked. This time off must be scheduled at a time mutually agreed upon by their supervisor and the employee and taken within a period of 180 days of the overtime worked.
- 11. If operational issues arise out of the implementation of this guideline, the parties agree to jointly resolve the identified concerns.

Appendix B - Overtime Guidelines, Food Services

- 1. Overtime is defined as both pre-scheduled and called-in as defined in Article 11.5.b.
- The Parties agree that it is the responsibility of the management to ensure the equitable distribution of overtime opportunity and to maintain an ongoing overtime list.
- 3. The opportunity for overtime will be defined as either; a) Accepted overtime time worked or (b) Declined Overtime by the employee.
- 4. When an employee is offered overtime, *accepted* or *declined* overtime hours count as hours worked.
- 5. Employees on lay-off or approved leaves of absence up to a maximum of 30 calendar days will not be credited with declined or attempted overtime hours for any shifts. For lay-off, approved leaves of absence, temporary assignments, secondments and Regular Recurring employees, defined in Article 1 clause 3(b) where there's a break from work greater than 30 calendar days, employees returning to work will be equalized with most amount of hours.
- 6. Employees with ten or more accumulated sick days or ten or more modified "return to work" days will be equalized with the most amounts of hours.
- 7. The opportunity for overtime will be equitably distributed by classification within two working groups, namely:
 - i) The working group referenced in Article 8.6 (a) and (c)
 - ii) The working group referenced in Article 8.6 (b) and (d)

A list will be proposed bi-weekly to observe the distribution of such overtime. Opportunities for overtime for employees will be offered to those employees who have expressed in writing an interest in this overtime and possess the minimum required qualifications for this overtime assignment.

- 8. The equitable distribution of overtime shall be assessed over a year starting the first Sunday before Labour Day to follow to the first Saturday before Labour Day. At this anniversary, everyone on the rotation list will be credited with zero (0) hours and they will retain their position as on the final year-end list.
- Employees on vacation are deemed not available for overtime during their scheduled vacation period. For the purpose of interpretation, a week of vacation starts at the end of the last shift worked and ends at the beginning of the first scheduled shift back.
- 10. Any Employee may remove their right to overtime by signing the authorized form advising the University they do not wish to be offered overtime. It is understood that employees may reverse this decision at any time by notifying the University in writing. When an employee becomes available for overtime, they will be equalized with the most amounts of hours.
- 11. Newly hired employees will be equalized with the most amounts of hours.

12. If operational issues arise out of the implementation of this guideline, the parties of the joint committee agree to resolve the identified concerns together.

<u>Letter of Understanding # 1 – Vacation Exchange Program</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo.

The employer shall grant all employees covered by the collective agreement, the right to exchange one week of yearly vacation for a two percent (2%) salary increase. The right can be exercised in the last three (3) years before an employee's normal or agreed upon retirement date. The latest date for indicating this exchange is April 30, 2027, covering retirements on or before May 1, 2030. If other employee groups change the above dates, the University will provide the same revision for CUPE members.

Letter of Understanding # 2 – Plant Operations Apprenticeship Guidelines

Between C.U.P.E. Local 793, C.L.C. And the University of Waterloo

Guidelines for New Apprentices

- 1.1 First consideration will be given to filling a tradesperson job opening by promotion from lower classifications according to Articles 8.7 and 34.1. If this is not possible, the feasibility of appointing an apprentice will be explored. The urgent need for a specific skill, the number of existing apprentices, and the need to infuse outside skills will be taken into account. There will normally be only one apprentice per section. If neither promotion nor apprenticeship is feasible, a tradesperson will be recruited from outside the Bargaining Unit / University according to Article 34.
- 1.2 Apprenticeships may be offered, as the opportunity arises, in trades where all aspects of the applicable Ministry training profile outlines can be met. In addition, the hours that Operating Engineers are employed in the Power Plant count toward the upgrading of their qualifications (ticket). They are assisted and encouraged to upgrade themselves to be eligible for promotion to position openings that may arise.
- 1.3 When selecting employees for apprenticeship positions, first preference will be given to regular employees represented by CUPE Local 793 according to Article 23.1. If more than one application is received from existing members a joint selection committee made up of equal numbers of management and CUPE representatives from the area involved will evaluate the applicants. This evaluation may include a written test or other means to determine an applicants' suitability for the position. If there are no suitable internal candidates an apprentice may be recruited from within, and then from outside the University.
- 1.4 Apprentice applicants must meet educational requirements according to the job

- description of the trade and have demonstrated an interest and aptitude for the trade.
- 1.5 Apprentices are regular employees who (continue to) accumulate seniority throughout the apprenticeship. They are promoted by confirmation of changes through the designated steps of the apprenticeship to the appropriate job classification wage rate. These promotions will not be posted. The provisions of Article 8.8 will apply to apprentices promoted from within.
- 1.6 The apprentices will be considered as a separate group during the term of their apprenticeship. They are not eligible for consideration for job postings except by Management's consent. The apprentice positions are not considered "equivalent . . . or lower job classifications" for the exercise of seniority as referred to in Article 8 clause 12.
- 1.7 If an active apprentice position is discontinued for reasons other than performance and through no fault of the incumbent, the employee will receive appropriate notice as per article 29.6 and will be able to exercise seniority in accordance with article 8.12. The equivalent job classification referred to in the article will be either the classification held at the time of appointment to the apprentice position, if applicable, or to Custodian II.
- 1.8 The pay for an Apprentice will start at 70% of the corresponding journeyperson wage rate. At the successful completion of each of the module periods of training and schooling the rate will be increased. This increase will be calculated by dividing the 30% difference between the initial and final rates by the number of modules in the training program, i.e. if there are five modules in the program each successful module completed will result in a 6 % increase. When the final module is successfully completed and the Certificate of Qualification is received the Apprentice will receive the wage rate applicable to a journeyperson.
- 1.9 Apprentices need to be trained in the varying skills the department can provide. The apprentices will be assigned to various sections and work groups, as required, to get a broad range of experience. An individual who has an apprentice assist them for specific assignments or training will not be eligible for the group leader premium.
- 1.10 The failure to progress in a satisfactory manner and speed will be handled in the same way as any other performance problem. There will be progressive discipline from a verbal warning up to and including dismissal. Failure to attain passing grades will be viewed as unsatisfactory performance. The specific action will be taken after consultation with the Training Consultant from the Ministry. No more than one failure will be allowed in any case.
- 1.11 For personnel selected for the program from outside the bargaining unit, withdrawal from a trade school course will be treated as a termination of the apprenticeship contract and may result in termination of employment. For personnel selected who were current CUPE 793 members, first consideration will be given to placement of the individual into any available vacant position for which they are qualified under the provisions of Article 8.7.
- 1.12 Fees associated with attending trade school are to be initially paid by the apprentice. After successful completion of the program and obtaining a Certificate of Qualification the apprentice will be reimbursed for trade school fees, exclusive of books, materials which remain the property of the apprentice and administrative fees (tuition costs only are eligible). This reimbursement is to be prorated over a period of three subsequent years of continuous employment in

- the trade chosen (three years after achieving a Certificate of Qualification).
- 1.13 Financial assistance is available while attending trade school in accordance with Plant Operations procedures.

Letter of Understanding # 3- Training & Development

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The parties recognize the value of training and development for all employees in the bargaining unit.

The parties also acknowledge management's right to conduct an annual employee review with all employees as defined in Article 1 clause 3(a) and (b) in a manner that allows for open communication on employee job assessment. It is understood that such assessment is intended for the purposes of determining training needs for career development, and is not intended for disciplinary purposes.

Training and Development opportunities may be provided by the department in specific areas of need or may be provided through the courses currently offered by the Staff Training and Development Committee. **Employees can also access the Employee Career Advising Program available through the Center for Career Action.**

The University acknowledges that employees have the right to apply for personal and professional training and development opportunities.

Letter of Understanding # 4 – Food Services Apprenticeship Guidelines

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

Guidelines for New Apprentices

- 1.1 First consideration will be given to filling a tradesperson job opening by posting for competition. If this is not possible, the feasibility of appointing an apprentice will be explored. The urgent need for a specific skill, the number of existing apprentices, and the need to infuse outside skills will be taken into account. There will normally be only one apprentice per section. If neither promotion nor apprenticeship is feasible, a tradesperson will be recruited from outside the Bargaining Unit / University according to Article 34.
- 1.2 Apprenticeships may be offered, as the opportunity arises, in trades where all aspects of the applicable Ministry training profile outlines can be met. In addition, the hours that a Cook or Baker are employed in UW Food Services count toward the upgrading of their qualifications (Red Seal Certification). They are assisted and encouraged to upgrade themselves to be eligible for promotion to position openings that may arise.

- 1.3 When selecting employees for apprenticeship positions, first preference will be given to regular employees represented by CUPE Local 793 according to Article 23.1. If more than one application is received from existing members a joint selection committee made up of equal numbers of management and CUPE representatives from the area involved will evaluate the applicants. This evaluation may include a written test or other means to determine an applicant's "suitability" for the position. If there are no suitable internal candidates an apprentice may be recruited from within, and then from outside the University.
- 1.4 Apprentice applicants must meet the eligibility criteria set out by the Ministry and have demonstrated an interest and aptitude for the trade.
- 1.5 Apprentices are regular employees who (continue to) accumulate seniority throughout the apprenticeship. They are promoted through the designated steps of the apprenticeship to the appropriate job classification wage rate. These promotions will not be posted. The provision of Article 8.8 will apply to apprentices promoted from within.
- 1.6 The apprentices will be considered as a separate group during the term of their apprenticeship. They are not eligible for consideration for job postings except by Management's consent. The apprentice positions are not considered "equivalent... or lower job classifications" for the exercise of seniority as referred to in Article 8 clause 12.
- 1.7 If an active apprentice position is discontinued for reasons other than performance and through no fault of the incumbent, the employee will receive appropriate notice as per article **26.6** and will be able to exercise seniority in accordance with article 8.12. The "equivalent job classification" referred to in the article will be either the classification held at the time of appointment to the apprentice position, if applicable, or to GCH.
- 1.8 The pay for an Apprentice Cook or Baker will start at 80% of the corresponding Cook or Bakers wage rate and the rate will increase as per the following schedule:

80% = Start of apprenticeship to 2000 hours acquired Could be on-the-job training or in-school apprentice training (Basic and/or Advanced) or a combination of both

85% = 2001 - 4000 hours acquired

Could be on-the-job training or in-school apprentice training (Basic and/or Advanced) or a combination of both

90% = 4001 - 6000 hours acquired

Could be on-the-job training or in-school apprentice training (Basic and/or Advanced) or a combination of both

When the Certification of Qualification is received, the Apprentice will receive the wage rate applicable to a Cook or Baker.

1.9 Apprentices need to be trained in the varying skills the department can provide. The apprentices will be assigned to various sections and work groups, as required, to get a broad range of experience. An individual who has an apprentice assist them for specific assignments or training will not be eligible for the group leader premium.

- 1.10 The failure to progress in a satisfactory manner and speed will be handled in the same way as any other performance problem. There will be progressive discipline from a verbal warning up to and including dismissal. Failure to attain passing grades will be viewed as unsatisfactory performance. The specific action will be taken after consultation with the Training consultant from the Ministry. No more than one failure will be allowed in any case.
- 1.11 For personnel selected for the program from outside the bargaining unit, withdrawal from a trade school course will be treated as termination of the apprenticeship contract and may result in termination of employment. For personnel selected who were current CUPE 793 members, first consideration will be given to placement of the individual into any available vacant position for which they are qualified under the provisions of Article 8.7.
- 1.12a) For personnel selected for the program from inside the bargaining unit, if no Cook or Baker positions are available at the conclusion of the apprenticeship program, the employee will be returned to their most recently held position.
- b) For personnel selected for the program from outside the bargaining unit, if no Cook or Baker positions are available at the conclusion of the apprenticeship program, the employee will be laid off and will retain seniority for a six (6) month period to allow the employee to apply for vacant positions within Food Services.
- c) Should an employee's apprenticeship program conclude in the middle of a UW academic term, their employment may be extended until completion of the academic term, at management's discretion. Such extension shall be subject to no regular recurring or regular ongoing bargaining unit member suffering a loss of hours.
- 1.13 Fees associated with attending trade school are to be initially paid by the apprentice. After successful completion of the program and obtaining a Certificate of Qualification the apprentice will be reimbursed for trade school fees, exclusive of books, materials which remain the property of the apprentice and administrative fees (tuition costs only are eligible). This reimbursement is to be paid fifty (50) percent upon achieving a Certificate of Qualification and the remaining fifty (50) percent after one (1) year of continuous full-time employment in Food Services following Certification.

Letter of Understanding # 5 – Satellite or Outreach Facilities

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The parties agree that all permanent positions at any satellite or outreach facilities will be posted in the normal manner through the Human Resources department.

Any employee who is temporarily assigned to a satellite or outreach facility will be provided with transportation to and from the site.

<u>Letter of Understanding # 6 – Return to Work</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The University agrees that the Human Resources department will contact the CUPE Local 793 Executive Office regarding all scheduled Return to Work meetings with bargaining unit members. Where practical, a minimum of forty-eight (48) hours will be provided.

<u>Letter of Understanding # 7 – Temporary Employees</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The University acknowledges under normal circumstances, temporary employees will only replace Regular Ongoing and Regular Recurring staff for sick leave, LTD, WSIB, leaves of absences and vacancies during the job posting period.

Temporary employees could also be used for grounds seasonal work, new business and special projects.

The University agrees to consult with CUPE for the use of temporary staff for any other reason.

<u>Letter of Understanding # 8 – Part-Time Employees List</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The University agrees to supply to the Union through the Food Services Labour/Management meetings in each of the terms a list of part-time employees from Food services outlining the amount of hours worked per week in the applicable term. The list will be generated by the Payroll department.

The three (3) terms will be defined as September, January and May.

Letter of Understanding #9 – Safety Eyewear Allowance

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The University agrees to provide a subsidy of \$225 every two (2) years, for CSA approved prescription safety eyewear, where required by the nature of the job.

<u>Letter of Understanding # 10 – Footwear Allowance</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

Food Services receives a maximum **\$125.00** per year for purchasing up to two (2) pairs of non-slip shoes. For Food Services staff who have been deemed to require green patch non-slip work boots, employees will instead receive a maximum allowance of \$200.00 per year for one (1) pair of work boots, or a maximum allowance of \$300.00 for one (1) pair every two (2) years. **Effective May 1, 2023.**

Plant Operations may purchase one (1) pair of green patch footwear to a maximum allowance of \$200.00 per year, or a maximum allowance of \$300.00 for one (1) pair every two (2) years.

The University will periodically arrange for a footwear sales truck to attend at the workplace.

Letter of Understanding #11 – Clothing Allowance

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

Food Services

The University agrees to meet the need in regard to clothing as per existing practice.

Plant Operations

The University agrees to provide and maintain uniform clothing for Plant Operations employees during the term of this agreement as follows:

- One (1) jacket (3 in 1) or one (1) winter jacket and one (1) spring jacket (discretion of University)
- At least five (5) sets of pants and shirts
- Temporary employees will receive two (2) sets of pants and shirts

The parties agree that uniform clothing remains the property of the University at all times. The University may at its discretion from time-to-time establish, amend, supplement, revise or replace, in whole or in part, and implement uniform clothing guidelines and the parties agree to observe such guidelines.

As a minimum (or in the absence of any guidelines) employees agree as follows:

- Wear uniform clothing while on duty
- Uniform clothing may be worn while in transit to and from the workplace
- Maintain uniform clothing in a reasonable state of cleanliness and condition at all times

- Shall not sell, give away or otherwise relinquish possession of uniform clothing and neither deface nor alter uniform clothing in any way except where alterations are required for purposes of fit.

<u>Letter of Understanding # 12 – Promotions / Seasonal Layoffs</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

It is agreed that for the purposes of promotion and seasonal layoff, Food Services will recognize two (2) lists, one for Villages and one for Cash Operations & others, combining the seniority for both Regular Ongoing and Regular Recurring in each working group.

Seasonal layoff is defined for this purpose as the time outside a Regular Recurring employment contract.

<u>Letter of Understanding # 13 –Reading Week (Food Services)</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

During Reading week, notwithstanding Article 8(10)(b) of the Collective Agreement, affected Food Services Regular Ongoing and Regular Recurring employees will first be offered regular hours otherwise available for Temporary and Part-Time Casual employees within their respective working groups.

<u>Letter of Understanding # 14 – Joint Health and Safety Committee Inspections</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The parties agree that the certified member of the Joint Health and Safety Committee at satellite locations will perform the inspections required by the Occupational Health and Safety Act, except that where there is no certified member, a certified member of the main campus Joint Health and Safety Committee will perform the required inspections.

<u>Letter of Understanding # 15 – Hours of Work and Scheduling</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The parties agree to consult as it relates to flexible hours of work and scheduling arrangements within Plant Operations during the term of the collective agreement. Consultation will occur through the Plant Operations Ad Hoc Committee.

Nothing herein precludes the University from exercising its rights in relation to hours of work and scheduling as set out in the collective agreement.

<u>Letter of Understanding #16 – Central Plant Overtime Premiums</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

Central plant Shift work Employees working 84 hours (7 shifts of 12 hours in duration) in a two-week pay period, members of the union, were receiving 28 of those hours as a rate of 1.5 times the hourly rate prior to the collective agreement in effect.

The parties agreed to amend the collective agreement in the most recent round of bargaining with respect to Article 11.B.4 with no intention on it affecting overtime or premium entitlements for Employees in the Central Plant.

The parties agree without prejudice or precedent to this issue or any other matters that are ongoing or may arise between the parties as follows:

- 1. Effective July 1, 2019, overtime, as applied to Central Plant Shift Work personnel working 7 shifts of 12 hours in duration, shall be defined as all-time worked beyond the twelve (12) hours in a scheduled work day or beyond eighty-four (84) hours in accordance with payroll pay periods.
- 2. Overtime shall be paid at the rate of time and one half for all Central Plant Shift Work personnel working 7 shifts of 12 hours in duration for any hours worked in excess of eighty-four (84) hours in any payroll pay period of the schedule.
- 3. Central Plant Shift Work personnel working 7 shifts of 12 hours in duration shall receive, in addition to the regular straight time earnings, a premium of 0.58334 times the regular base rate for all hours worked between the commencement of the day shift Saturday to the conclusion of the Sunday night shift which ends on Monday morning.

Letter of Understanding #17 - Custodial and Maintenance Alternate Hours

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

1. The parties agree to a pilot project applicable to hours of work for custodial and maintenance employees as set out herein, for an initial six month

period. The parties will meet prior to posting the vacancies to review the proposed shifts / schedules. Prior to the conclusion of the initial six (6) month period, the parties will meet to discuss the renewal of this Letter of Understanding. Subsequent renewals shall be for a period of no less than six (6) months, with either party having the right to terminate this agreement with four (4) weeks' notice in any renewal period.

- 2. This maximum number of custodial positions will be four (4) and preventative maintenance positions will be ten (10).
- 3. The available positions and shifts shall be posted and filled by expression of interest, and selected based on seniority and ability to perform the work.
- 4. Article 11 Hours of Work and Overtime continues to apply, except as modified herein.
- 5. The normal daily hours of work shall be ten (10) hours per day, with a regular work week of forty (40) hours, consisting of four (4) consecutive scheduled shifts.
- 6. Article 11, Part A, sub-article 4 does not apply.
- 7. Overtime shall be defined as all time worked beyond the normal day of ten (10) hours or beyond the normal work week of forty (40) hours.
- 8. All overtime shall be paid at time and one half. Article 11, Part A, subarticle 6 does not apply.
- 9. Shift premiums and weekend premiums in Article 12 are not applicable. Shift premium will be paid for any shift which starts between 3:00 p.m. to 4:59 a.m.
- 10. In the event of a long term absence, the University may temporarily fill the vacancy by seeking an expression of interest. In the event of a short term absence of less than two (2) weeks, the University may fill the vacancy by offering the shift(s) as an overtime opportunity.
- 11. Vacation entitlements are based on Staff Policy 6 Vacation, and are based on the average work schedule of 40 hours per week.
- 12. Holiday pay will be based on eight (8) hours.

Letter of Understanding #18 – Emergency Response

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

- 1. One or more diseases has been designated by regulation to be a "designated infectious disease" for the purposes of section 50.1 of the *Employment Standards Act*, 2000; and
- 2. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed, that is in relation to the same disease(s) which is the subject of the designation referred to above.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree:

- 1. The union will have representation on the University's Joint Health and Safety Committee.
- 2. Relevant information shall be shared among the members of the Joint Health and Safety Committee
- 3. The Employer shall ensure that the JHSC is informed and actively involved during this time.

<u>Letter of Understanding #19 – Policy 12 Compassionate Care and Bereavement Leave</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The parties agree that Article 22 – Bereavement Pay sections 1-5 will be superseded and replaced with Policy 12 Compassionate Care and Bereavement Leave, effective upon approval of the Policy by the Board of Governors.

For clarity, Article 22 – Bereavement Pay sections 1-5 will remain in the collective agreement, and will resume applying if Policy 12 Compassionate Care and Bereavement Leave ceases to apply to employees of the bargaining unit.

<u>Letter of Understanding #20 – Bill 124 Re-opener</u>

Between C.U.P.E. Local 793, C.L.C. and the University of Waterloo

The Employer and Union agree that if the *Protecting a Sustainable Public Sector* for Future Generations Act, 2019, SO 2019, c 12 is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the collective agreement (i.e. at any point prior to April 30, 2024) by mutual agreement the parties may agree to review the annual general wage increases in the collective agreement but only to the extent permitted by law and having regard to the employer's financial position.

This Letter of Understanding will expire on April 30, 2024.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives effective May 1, 2021.

THIS MEMORANDUM OF AGREEMENT is subject to ratification by the Membership of Local 793 and approval by the Executive Committee of the Board of Governors of the University of Waterloo.

UNIVERSITY OF WATERLOO Waterloo, Ontario	CANADIAN UNION OF PUBLIC EMPLOYEES C.L.C. AND ITS LOCAL 793 (At Waterloo, Ontario)		
Represented by:	Represented by:		
Michelle Hollis Senior Director, Human Resources	Jeff Vreeken National Representative, CUPE		
Nickola Voegelin General Counsel	Ralph Wind President, CUPE Local 793		
Stepanka Elias Executive Director, Plant Operations	Mike Gies Vice President, CUPE Local 793		
Lee Elkas Director, Food Services	Kylie Thomas Union Bargaining Committee Member		
Giovanna Zinken Associate Director, Environmental Services	Tom Williams Union Bargaining Committee Member		
Debra Harrison Assistant Director, Operations	Isaac Beaulieu Union Bargaining Committee Member		
Stephanie Oliver-Guppy Manager, Labour Relations			

Wage Schedule I

Effective May 1, 2021

Classification	Wage Rate	Group Leader /Shift Engineer
Custodian II	\$21.77	
Custodian I	\$23.18	24.80
Groundsperson	\$23.51	25.16
Truck Driver (Personnel)	\$24.19	
Auto Mechanic II		
Electrical Repairperson		
Fire Systems Maintainer		
Mechanical Repairperson		
Tradeshelper		
Equipment Operator	\$25.94	27.75
Grounds Gardener	\$26.61	28.48
Greenhouse Operator		
Horticulturist	\$28.82	30.83
Stationary Engineer 4th Class	\$29.42	31.48
Mechanic II		
Building Serviceperson II		
Building Operator II		
Horticulturist/Arborist	\$33.02	35.33
Building Operator I	\$34.40	36.81
Building Serviceperson		
Carpenter/Glazier I		
Roofing Mechanic		
Stationary Engineer 3rd Class		
Refrigeration Mechanic (with G2)	\$36.08	38.60
Refrigeration Mechanic (w/o G2)		
Mechanic I (with G2)		
Electrician		
Mechanic I		
Machinist / Millwright	\$36.84	39.42
Refrigeration Technician (with G1)	\$38.18	40.85
Mechanic I (with G1)		
Stationary Engineer 2nd Class		
Controls Technologist		
Auto Mechanic		

Group Leader premium = 7% of wage rate effective May 1, 2021. Group Leader/Shift Engineer premium = 10% of wage rate effective May 1, 2022.

Wage Schedule II

Effective May 1, 2021

Classification	Wage Rate	Group Leader
General Cafeteria Helper		
Food Services Support	\$16.50	
Food Services Assistant	\$21.39	22.89
Kitchen Porter		
Assistant Stores Handler	\$22.17	
Salesperson	\$24.19	
Assistant Baker		
Catering Event Person		
Cook	\$25.58	27.37
Baker		
Stores Handler		

Group Leader premium = 7% of wage rate effective May 1, 2021. Group Leader = 10% of wage rate effective May 1, 2022.

Wage Schedule I

Effective May 1, 2022

Classification	Wage Rate	Group Leader /Shift Engineer
Custodian II	\$21.99	
Custodian I	\$23.41	\$25.75
Groundsperson	\$23.75	\$26.12
Truck Driver (Personnel)	\$24.43	
Auto Mechanic II		
Electrical Repairperson		
Fire Systems Maintainer		
Mechanical Repairperson		
Tradeshelper		
Equipment Operator	\$26.20	\$28.82
Grounds Gardener	\$26.88	\$29.56
Greenhouse Operator		
Horticulturist	\$29.11	\$32.02
Stationary Engineer 4th Class	\$29.71	\$32.69
Mechanic II		
Building Serviceperson II		
Building Operator II		
Horticulturist/Arborist	\$33.35	\$36.69
Building Operator I	\$34.74	\$38.22
Building Serviceperson		
Carpenter/Glazier I		
Roofing Mechanic		
Stationary Engineer 3rd Class		
Refrigeration Mechanic (with G2)	\$36.44	\$40.08
Refrigeration Mechanic (w/o G2)		
Mechanic I (with G2)		
Electrician		
Mechanic I		
Machinist / Millwright	\$37.21	\$40.93
Refrigeration Technician (with G1)	\$38.56	\$42.42
Mechanic I (with G1)		
Stationary Engineer 2nd Class		
Controls Technologist		
Auto Mechanic		

Group Leader premium = 7% of wage rate effective May 1, 2021. Group Leader/Shift Engineer premium = 10% of wage rate effective May 1, 2022.

Wage Schedule II

Effective May 1, 2022

Classification	Wage Rate	Group Leader /Shift Engineer
General Cafeteria Helper		
Food Services Support	\$16.67	
Food Services Assistant Kitchen Porter	\$21.60	\$23.76
Assistant Stores Handler	\$22.39	
Salesperson Assistant Baker Catering Event Person	\$24.43	
Cook Baker Stores Handler	\$25.84	\$28.42

Group Leader premium = 7% of wage rate effective May 1, 2021. Group Leader = 10% of wage rate effective May 1, 2022.

Wage Schedule I

Effective May 1, 2023

Classification	Wage Rate	Group Leader /Shift Engineer
Custodian II	\$22.21	
Custodian I	\$23.64	\$26.01
Groundsperson	\$23.99	\$26.39
Truck Driver (Personnel)	\$24.67	
Auto Mechanic II		
Electrical Repairperson		
Fire Systems Maintainer		
Mechanical Repairperson		
Tradeshelper		
Equipment Operator	\$26.46	\$29.11
Grounds Gardener	\$27.15	\$29.86
Greenhouse Operator		
Horticulturist	\$29.40	\$32.34
Stationary Engineer 4th Class	\$30.01	\$33.01
Mechanic II		
Building Serviceperson II		
Building Operator II		
Horticulturist/Arborist	\$33.68	\$37.05
Building Operator I	\$35.09	\$38.60
Building Serviceperson		
Carpenter/Glazier I		
Roofing Mechanic		
Stationary Engineer 3rd Class		
Refrigeration Mechanic (with G2)	\$36.80	\$40.48
Refrigeration Mechanic (w/o G2)		
Mechanic I (with G2)		
Electrician		
Mechanic I		
Machinist / Millwright	\$37.58	\$41.34
Refrigeration Technician (with G1)	\$38.95	\$42.84
Mechanic I (with G1)		
Stationary Engineer 2nd Class		
Controls Technologist		
Auto Mechanic		

Group Leader premium = 7% of wage rate effective May 1, 2021. Group Leader/Shift Engineer premium = 10% of wage rate effective May 1, 2022.

Wage Schedule II

Effective May 1, 2023

Classification	Wage Rate	Group Leader /Shift Engineer
General Cafeteria Helper		
Food Services Support	\$16.84	
Food Services Assistant Kitchen Porter	\$21.82	\$24.00
Assistant Stores Handler	\$22.61	
Salesperson Assistant Baker Catering Event Person	\$24.67	
Cook Baker Stores Handler	\$26.10	\$28.71

Group Leader premium = 7% of wage rate effective May 1, 2021. Group Leader = 10% of wage rate effective May 1, 2022.



To: Board of Governors
Date: 25 October 2022

Subject: Memorandum of Agreement with the Staff Association of the University of

Waterloo

From: James Rush, Vice-President, Academic & Provost

The attached Memorandum of Agreement (MOA) defines and describes the relationship between the University of Waterloo and the Staff Association of the University of Waterloo (UWSA) and provides stability for the UWSA and the staff workforce at the University. Further, it sets out provision for regular communication and consultation between the University and the UWSA, and provides a means for resolving any differences which may arise. Upon approval by the Board of Governors, it will replace the 2008 Agreement currently in place. The new MOA is more detailed and comprehensive than the one it replaces and reflects the collective efforts of administration, represented by Human Resources, and the UWSA, represented by various members of their executive. Both the UWSA president, Dave McDougall, and I are very pleased that we have now been able to reach an agreement that we believe will be beneficial for staff members, the UWSA, and for the University.

Key changes to the MOA include: establishing the committee-based approach to managing issues impacting staff; formalizing the role of UWSA in staff dispute resolution process (establishing the right of the UWSA to bring forward grievances; enshrining the support role of UWSA for members); making UWSA fees mandatory for new hires; establishing a process for regular review of the MOA; and, identifying some specific roles in senior administration and some professional roles as excluded from the MOA.

Following a comprehensive consultation with staff done by the UWSA in the spring and early summer, a ratification vote was held and the results were, of 1317 eligible staff:

Yes: 476 No: 16 Abstain: 9

In light of the positive vote, I am pleased to put the following motion forward to the Board of Governors:

Motion: That the Board of Governors approve the new Memorandum of Agreement between the University of Waterloo Staff Association and the University of Waterloo, effective immediately.



Memorandum of Agreement between the University of Waterloo Staff Association and the University of Waterloo

The University of Waterloo acknowledges that much of our work takes place on the traditional territory of the Neutral, Anishinaabeg and Haudenosaunee peoples. Our main campus is situated on the Haldimand Tract, the land granted to the Six Nations that includes six miles on each side of the Grand River.

Memorandum of Agreement between University of Waterloo Staff Association and University of Waterloo

1. Preamble

1.1. General

- 1.1.1. The Parties to this agreement are the University of Waterloo Staff Association, and the University of Waterloo, hereafter referred to as the Association and the University respectively. Association members will hereafter be referred to as Members.
- 1.1.2. The University recognizes the Association's By-laws (see Appendix A), hereafter referred to as the By-laws, as the sole governing rules of the Association.
- 1.1.3. The University recognizes the Association as the sole representative of University staff, as defined in Article 2, hereafter referred to as Staff.
- 1.1.4. Recognition of the Association under this Agreement does not constitute voluntary recognition equivalent to certification.
- 1.1.5. This Agreement is a "special plan" agreement negotiated between and ratified by the Parties.

1.2. This Agreement has the following purposes:

- 1.2.1. to foster a mutually beneficial relationship for the betterment of both Parties; and
- 1.2.2. to describe principles and general approaches for developing University Policies concerning terms and conditions of employment; and
- 1.2.3. to define and describe the relationship between the University and the Association, to provide for regular communication and consultation between the University and the Association, and to provide a means for resolving differences which may arise between them.

1.3. The University and the Association agree:

- 1.3.1. to encourage within the University community a climate of collegiality, responsibility, and mutual respect; and
- 1.3.2. to foster harmonious relations and a working environment that enables individual Staff to achieve the goals and objectives of the University; and

1.3.3. to ensure the equitable treatment of individual Staff through fair procedures and practices.

2. Recognition and Rights of the Association

2.1. Definition of Staff

- 2.1.1. For the purposes of this Agreement, Staff shall include all employees who are assigned a USG grade with the exception of those positions listed in 2.1.2 and who are not considered Members.
- 2.1.2. All members of University Executive Council, all Associate Vice-President, all Associate Provost and the University positions listed below are excluded from membership in the Association:

Assistant University Secretary and Privacy Officer

Associate Director, Financial Systems and Controls

Associate Director, Management Reporting and Budgets

Associate University Secretary

Director of Finance

Director, Human Resources, Client Services

Director, Human Resources, Total Compensation

Executive Director, Office of the President

Executive Officer, Academic, Office of the Vice President Academic

and Provost

General Legal Counsel

Manager, Immigration & Visa Support Services

2.2. Facilities

- 2.2.1. The University shall provide the following to the Association, without charge: a centrally located set of offices suitably serviced and maintained; use of the University's internal postal service; bookable meeting rooms; and other such facilities that are normally available to University departments.
- 2.2.2. The University shall provide the Association with reasonable access, on the same basis and at the same rates as for departments, to other internal services such as telephone, computing, reproduction, and audiovisual services.
- 2.2.3. The University agrees to take appropriate measures to uphold the security and privacy of the Association and agree that all Association information and data in the possession of the University are the sole property of the Association. This includes Association data stored on University internal services, such as email, file storage, web services, and document storage.

2.3. Release Time

The work of the Association is critical to the development and preservation of a healthy working environment and collegial relationship between Staff and the University's senior administration. The University has a history of cordial and productive staff relations that has resulted in collaboration to ensure we have fair and equitable policies and problem resolution processes. The Association has been pivotal to building and maintaining this relationship.

- 2.3.1. The University recognizes and supports the need for time away from a Member's regular University position to fulfill the duties required by the Association. Release time allows Association Directors and Officers appropriate preparation time for meetings, research, discussion and administration of their role as the official representatives of Staff in the University. The work of Association Directors and Officers who serve on University Committees and on Association business requires a variety of skills and experience that complement and enhance their personal and professional development. For those granted Release Time, the University Provost or designate shall inform the head of the Member's department in writing that this person is being granted this time and the value of the service to the University.
- 2.3.2. Release time shall be taken at the discretion of the Member and should be taken so that their regular University position is affected as minimally as possible.
- 2.3.3. Directors and Officers receive Release Time as may be determined by the Staff Relations Committee

2.4. The President

- 2.4.1. The President shall be granted 100% Release Time from their regular University position and the University agrees to support and formally acknowledge this release time by means of a letter to the head of the President's originating department.
- 2.4.2. The University agrees to fund 50% of the salary of the President to a maximum of the job value of a University Support Group (USG) paygrade 6, 37.5 hrs/wk position. The remainder of the Association President's salary shall be paid by the Association.
- 2.4.3. It is also agreed that:
 - 2.4.3.1. the President's benefits will continue to be funded by the University of Waterloo; and
 - 2.4.3.2. at the end of the President's term they will return to the same position they previously held; and

- 2.4.3.3. during the Presidents' term, their Annual Performance Appraisal rating shall remain the same as the year prior to becoming President; and
- 2.4.3.4. the President's performance will be assessed solely by the Association.

2.5. Officers

 Association Officers are those Members as defined by the Association's By-laws.

2.6. Membership in the Association

- 2.6.1. This agreement does not change the rights of Staff hired before the signing date of this agreement to become Members or resign membership in the Association.
- 2.6.2. Staff, as defined in section 2.1.1, have the right to join the Association and participate in its activities, with the exception of those listed in section 2.1.2.
- 2.6.3. The University shall not interfere with the participation of Members in Association meetings or other Association business, provided that such participation does not unreasonably interfere with the performance of a Member's duties and other responsibilities to the University.
- 2.6.4. Special consideration shall be granted to Members to allow them to attend General Meetings of the Association and Area Representative meetings.
- 2.6.5. Members in good standing are entitled to all the rights and privileges of the Association.
- 2.6.6. Staff who are not Members are entitled to a limited set of rights and privileges as defined by the Association's guidelines.

2.7. Dues and Payroll Deduction

- 2.7.1. As stated in 2.6.1, this agreement does not change the rights of Staff hired before the signing date of this agreement to become Members and pay the associated dues, or resign membership in the Association.
- 2.7.2. The Association's membership dues are set by the Association in accordance with its By-laws
- 2.7.3. The University agrees to administer the dues including collecting the dues amounts from the employee's salary and remitting the amounts to the Association

- 2.7.4. Subject to the requirements of the Employment Standards Act, 2000, the University agrees to collect Association dues from those who were hired before the signing date of this agreement and wish to maintain membership. The Association shall be responsible for collecting written consent from all Members who were hired before the signing of this Agreement. Copies of such written consent shall be provided to Human Resources so as to form part of their employee file.
- 2.7.5. Effective the signing date of this agreement, the University agrees to add mandatory Association dues to employment contracts for employees who meet the definition of Staff as per section 2.1. when they are new hires.
- 2.7.6. An employee may claim an exception to paying Association dues with a bona fide religious objection. To do this, they must file with the Association a sworn affidavit explaining the objection. The application will be considered by the Association and decided on within 20 work days. The decision to grant or refuse the exception shall be final.
- 2.7.7. Where an exception has been granted, the dues must still be collected by the University however the dues shall be remitted to a registered Canadian charity mutually agreeable to the Association and the employee.
- 2.7.8. The Association shall advise the University in writing of the amount of its fees, dues, or assessments, and shall provide the University with at least one month's written notice of any change to such amounts.
- 2.7.9. The University shall remit the amounts deducted no later than the 15th day of the following month in which the deduction was made. At the same time, the University shall inform the Association in writing of the name of each person from whose salary an amount was deducted, the dollar value of that amount, and where the amount is being remitted to.
- 2.7.10. The University may report the amounts deducted in aggregate form by USG paygrade.
- 2.7.11. The University shall allow audit of payroll deductions when requested by the Association. The selected auditor shall be mutually acceptable by the University and the Association. The Association shall bear the costs of any such audit.

3. Correspondence and Information

3.1. General

3.1.1. The University and the Association recognize that both Parties require access to information for the proper administration of this Agreement, and agree to use discretion in dealing with such information.

- 3.1.2. The University agrees to facilitate communication about employment related matters in a timely manner to Staff who are not Members.
- 3.1.3. The University undertakes to provide the following information to the Association in a timely manner:
 - 3.1.3.1. an annual list of Staff as of May 1, including name, USG paygrade, department, employee type, time type.
 - 3.1.3.2. a monthly update giving the same data as in 3.1.3.1 for:
 - 3.1.3.3. new Staff
 - 3.1.3.4. terminated Staff;
 - 3.1.3.5. approved leaves of absence
 - 3.1.3.6. Staff who change positions or USG paygrade
 - 3.1.3.7. during the first month of the salary year and within one month of any changes to benefit plans, a list and detailed description of all benefit plans applicable to Staff, and the rates charged to Staff for these plans; and
 - 3.1.3.8. such other information as the Parties agree to from time to time.
- 3.1.4. The Association undertakes to provide the following information to the University in a timely manner:
 - 3.1.4.1. a copy of public communication to all Members at the time of distribution;
 - 3.1.4.2. an up-to-date copy of the Association's By-laws within one month of their revision;
 - 3.1.4.3. an up-to-date list of the Association's Board of Directors and Officers within one month of any changes; and
 - 3.1.4.4. such other information as the Parties agree from time to time.

4. Staff Relations Committee (SRC)

- 4.1. General
 - 4.1.1. The SRC is a Committee as defined in Policy 1.
 - 4.1.2. The SRC is comprised of seven members appointed by the University and seven members appointed by the Association.
 - 4.1.3. The President of the Association and the Associate Provost, Human Resources shall alternate as Chair on a monthly basis.

- 4.1.4. It is expected that the SRC will operate in a collegial manner with most decisions made by consensus rather than by formal vote.
- 4.1.5. The University shall provide a Secretary for meetings to act as a resource and record keeper.

5. Memorandum of Agreement and Policies

5.1. General

- 5.1.1. The relationship between the Parties, and between the University and the Staff, is defined partly in this Agreement and partly in University Policies.
- 5.1.2. The Staff Relations Committee has responsibility for the development and recommendation for approval of Staff Class S Policies, and shared responsibility for the development and recommendation for approval of Faculty-Staff Class FS Policies. The Policy classifications and development and approval process are described in Policy 1.
- 5.1.3. Nothing in this Agreement is intended to prevent the development, amendment or review of any University Policies in accordance with Policy 1 during the term of this Agreement.

5.2. Policy Application and Changes

- 5.2.1. Where there are differences between this Agreement and any S, or FS Policy, the provisions of this Agreement shall be reviewed and revised to be in alignment with Policy.
- 5.2.2. If a Class S, or FS Policy is revised or a new Class S, or FS Policy is developed in accordance with Policy 1 and goes forward for approval, the Parties agree to a limited opening of this Agreement at the request of either Party for the sole purpose of revising this Agreement to harmonize it with the new or revised Policy.
- 5.2.3. Amendments to this Agreement made as a consequence of 5.2.2 shall not require ratification by the Parties to take effect.

5.3. Memorandum of Agreement Application and Changes

- 5.3.1. This Agreement shall come into effect upon ratification by the Parties and approval by the Board of Governors, shall be binding on both Parties, shall remain in effect for two years, and may not be opened prior to that date except by mutual consent of the Parties.
- 5.3.2. After the initial two-year period, this Agreement shall automatically renew itself for successive one-year periods unless either Party provides written notice to the other that it wishes to terminate or revise the Agreement.

- 5.3.3. Termination or revision of this agreement shall not take place until at least one year after notice unless there is mutual agreement by both Parties.
- 5.3.4. Amendment of this Agreement may be made by the Parties at any time in accordance with the provisions of Article 5.
- 5.3.5. If the proposed change is deemed by the co-chairs of the SRC to be minor, approval of the change by the Staff Relations Committee is solely required for it to take effect.

6. Discipline

6.1. General

- 6.1.1. The University shall follow Policy 18 Staff Employment for all matters of discipline or performance management.
- 6.1.2. In all matters of discipline or progressive discipline, Staff are entitled and should be encouraged to seek assistance from the Association. Staff are also entitled to be accompanied by an Association support person or a colleague who, if requested, can aid in presenting the Member's position.

7. Grievances

7.1. General

- 7.1.1. The parties to a grievance shall be the Grievor and the Respondent. The Grievor may be a Staff member, a group of Staff, or the Association. The Respondent may be an individual employee or the University.
- 7.1.2. The University and the Association agree to use every reasonable effort to encourage informal and prompt resolution of grievances. There shall be no discrimination, harassment, coercion, or reprisals of any kind practiced against any person involved in the grievance process.
- 7.1.3. Staff who are party to a grievance, or are likely to be, are entitled and should be encouraged to seek assistance from the Association. Staff are also entitled to be accompanied by an Association support person or a colleague who, if requested, can aid in presenting the Member's position.
- 7.1.4. Procedures shall be followed as per Policy 33 or Policy 36

7.2. Informal Resolution

- 7.2.1. Staff should first present a potential grievance orally and informally at the lowest administrative level having the authority to dispose of it.
- 7.2.2. Staff are encouraged to seek the assistance of any or all of:
 - the Association

- Human Resources
- the Conflict Management and Human Rights Office in an attempt to settle the potential grievance.

7.3. Formal Grievance

- 7.3.1. Staff choosing to proceed with a formal grievance shall follow either Policy 33 - Ethical Behaviour or Policy 36 - Dispute Resolution for University Support Staff
- 7.3.2. Staff shall be encouraged to seek the support of the Association when filing a grievance.
- 7.3.3. Policy 33 Complaint
 - 7.3.3.1. Policy 33 Complaints shall be filed as per Policy 33.
- 7.3.4. Policy 36 Dispute
 - 7.3.4.1. Policy 36 Disputes shall be filed as per Policy 36.
 - 7.3.4.2. The Grievor may choose to proceed with the Policy 36 Informal Stage or proceed directly to the Formal Stage.

8. Compensation Agreements

8.1. General

- 8.1.1. The Provost's Advisory Committee on Staff Compensation (PACSC) is a Committee as defined in its Terms of Reference approved 1971-07-28 as amended.
- 8.1.2. PACSC is comprised of four members appointed by the University and four members appointed by the Association.
- 8.1.3. The Associate Provost, Human Resources shall be the Chair of PACSC.
- 8.1.4. It is expected that PACSC will operate in a collegial manner, with most decisions made by consensus rather than by formal vote.
- 8.1.5. PACSC determines the appropriate salary recommendations for the coming year(s) and other matters concerning compensation for Staff. Staff compensation issues include annual salary range increases; changes to and determination of the merit system; the evaluation tool of the salary classification system; paid holidays; vacations; performance appraisals; and appeals on job classifications. The committee also reviews data on performance appraisal ratings, the numbers and types of staff in each grade and any other relevant data regarding staff salaries and classifications that the committee requests.

8.1.6. The University shall provide a Secretary for meetings to act as a resource and record keeper.

9. Pension and Benefits

- 9.1. University Pension and Group Benefits Plans
 - 9.1.1. The University shall maintain a Pension Plan and a Group Benefits Plan.
 - 9.1.2. The Pension and Group Benefits Plans are managed by the Board of Governors Pension and Benefits Committee as per their Resolution amended 2008-04-01. The University commits to having representation from the Association on the Pension & Benefits Committee.



By-law for University of Waterloo Staff Association

October 28, 2021

Table of Contents

Article	Page
ARTICLE 1: NAME, HEAD OFFICE AND SEAL	3
ARTICLE 2: DEFINITIONS AND INTERPRETATION	3
ARTICLE 3: PURPOSES AND OBJECTS	4
ARTICLE 4: MEMBERSHIP	4
ARTICLE 5: RECORDS OF MEMBERSHIP	4
ARTICLE 6: TERMINATION OF MEMBERSHIP	4
ARTICLE 7: MEETINGS OF THE MEMBERS	5
ARTICLE 8: BOARD OF DIRECTORS	7
ARTICLE 9: POWERS OF THE BOARD OF DIRECTORS	7
ARTICLE 10: OFFICERS	7
ARTICLE 11: ELECTION, TERMS, ELIGIBILITY AND TERMINATION OF OFFICERS AND DIRECTORS	8
ARTICLE 12: MEETINGS OF THE BOARD OF DIRECTORS	11
ARTICLE 13: REMUNERATION AND CONFLICTS OF INTEREST	12
ARTICLE 14: STANDING COMMITTEES	12
ARTICLE 15: BANKING AND EXECUTION OF DOCUMENTS	13
ARTICLE 16: PROTECTION OF DIRECTORS AND OFFICERS	13
ARTICLE 17: FISCAL YEAR	14
ARTICLE 18: NOTICES	
ARTICLE 19: SEVERABILITY AND PRECEDENCE	14
ARTICLE 20: AMENDING THE BY-LAW	14

BY-LAW NUMBER 1

A By-law Relating Generally to the Transaction of the Affairs of University of Waterloo Staff Association (UWSA)

ARTICLE 1: NAME, HEAD OFFICE AND SEAL

- 1.1. The name of the Corporation will be the UNIVERSITY OF WATERLOO STAFF ASSOCIATION (hereinafter called "the Corporation").
- 1.2. The head office of the Corporation will be in the Regional Municipality of Waterloo, in the Province of Ontario, and at such place therein as the Board of Directors may from time to time determine.
- 1.3. The Corporation will have a corporate seal, an impression of which is stamped in the margin of this document.

ARTICLE 2: DEFINITIONS AND INTERPRETATION

In this by-law, unless the context otherwise requires:

- a) "Act" means the Ontario Not-for-Profit Corporations Act, S.O. 2010 C.15
- b) "Board" means the board of directors of the Corporation;
- c) "By-laws" means this by-law (including the schedules to this by-law) and all other by-laws of Corporation as amended and which are, from time to time, in force;
- d) "Chair" means the chair of the Board;
- e) "Conflict of Interest" includes, without limitation, the following three areas that may give rise to a Conflict of Interest for the Directors of Corporation, namely:
 - (i) Pecuniary or Financial Interest a Director is said to have a pecuniary or financial interest in a decision when the Director (or their Associates) stands to gain by that decision, either in the form of money, gifts, favours, gratuities, or other special considerations;
 - (ii) Undue Influence participation or influence in Board decisions that selectively and disproportionately benefit particular agencies, companies, organizations, professional groups, or patients from a particular demographic, geographic, political, socio-economic, or cultural group is a violation of the Director's entrusted responsibility to the community at large; or

- (iii) Adverse Interest A Director is said to have an adverse interest to Corporation when they are a party to a claim, application or proceeding against Corporation;
- f) "Corporation" means the corporation that has passed these by-laws under the Act or that is deemed to have passed these by-laws under the Act;
- g) "Director" means a member of the Board of the Corporation;
- h) "Member" means a member of the Corporation;
- i) "Members" means the collective membership of the Corporation; and
- j) "Officer" means an Officer of the Corporation.

Other than as specified above all terms contained in this By-law that are defined in the Act will have the meanings given to such terms in the Act. Words importing the singular include the plural and vice versa, and words importing one gender include all genders.

ARTICLE 3: PURPOSES AND OBJECTS

The purposes or objects of the Corporation are set out in its Letters Patent/Articles of Incorporation (hereinafter referred to as the "Objects"), as may be amended from time to time in accordance with the provisions of the Act.

ARTICLE 4: MEMBERSHIP

The membership of the Corporation will consist of one category of individuals as follows:

Active Members: individuals who are interested in furthering the objects of the
Corporation and or participate regularly in the Corporation programs and services. Active
Members will be required to pay membership fees as defined by the Board from time to
time. Active Members are entitled to stand for election to the Board of Directors, hold an
Officer position on the Board of Directors (if appointed) and vote at all Meetings of the
Members as defined in Article 7.

ARTICLE 5: RECORDS OF MEMBERSHIP

The Secretary will ensure that a current list of Members, based on the eligible members, as in Article 4, is kept.

ARTICLE 6: TERMINATION OF MEMBERSHIP

6.1. Members may be terminated for breach of the By-law, or Rules and Regulations,

Code of Conduct or other written policies and procedures of the Corporation;

6.2. Termination of membership, whether by cancelation of membership, resignation of employment with the University of Waterloo, expulsion, death or otherwise, will be effective as of the date of termination, and will result in the removal of all rights within the Corporation of the member, but will not be deemed to discharge any financial obligation of the member to the Corporation accrued prior to the date of such termination and not then fulfilled.

ARTICLE 7: MEETINGS OF THE MEMBERS

7.1. Annual Meeting

The Annual Meeting of the Corporation will be open to all Members. The Annual Meeting will be held within one hundred and eighty (180) days of the fiscal year end at such place and time as determined by the Board of Directors.

7.2. Special Meetings

A Special Meeting of members may be called at the discretion of the Board of Directors as determined by majority vote of members of the Board of Directors.

7.3. Notice of Meetings

Notice of any Meetings of the Members, whether annual or special, must be posted on the Corporation website.

Notice of the Annual Meeting will be posted on the Corporation website at least (28) days before the meeting is to take place and will stay posted for the four (4) weeks leading up to the meeting.

Notice of any **Special Meeting** will be posted on the Corporation website fourteen (14) days prior to the meeting. The notice will specify the purpose for which it is being called.

7.4. Quorum and Manner of Action:

- a) A quorum for the transaction of business at any Annual General or Special Meeting will consist of not less than fifty percent (50%) of the Directors of the Board of Directors and not less than fifty (50) Members.
- b) Except as otherwise specified in this By-law, the actions of fifty (50) % plus one of the Members present and voting at a meeting at which a quorum is present will be the action of the meeting of the membership.
- c) A meeting at which a quorum is initially present may transact all business noted on the agenda for the meeting. In the event of the withdrawal of members from the meeting resulting in a loss of quorum, the meeting Chair will continue the meeting provided that the number remaining does not fall below forty (40). In the event that the number remaining is less than forty (40) all matters requiring a vote will be deferred to the next meeting of the Members.
- d) Except where otherwise provided for in this By-law, meetings of the membership may be conducted in-person, by teleconference or videoconference as

- determined by the Board.
- e) Actions arising from a meeting of the membership, such as a recorded vote, may be conducted in-person, by electronic means, teleconference or videoconference.
- f) The meeting chair will be the Chair, UWSA Board of Directors or such other Director appointed by the Chair to chair the meeting.
- 7.5. Voting at Annual General or Special Meetings:
 - a) All Members who are in attendance at an Annual General or Special Meeting will be entitled to vote on any issue to be determined at such meeting. No person will have more than one (1) vote unless they are carrying proxies.
 - b) Election of Directors will be by secret ballot prior to the Annual Meeting. The outcome of the secret ballot will be made public at the meeting in question
- 7.6. Rules for Conducting Meetings:

The following rules will govern all Annual General or Special Meetings of the Corporation:

- a) If there is no quorum within fifteen (15) minutes of the time fixed for the meeting to begin the Chair will declare that there can be no meeting on this occasion;
- b) Parliamentary procedure, as specified in Roberts Rules of Order, will be followed at all meetings;
- c) The Chair will have the right to require that any motion or resolution be presented in writing before the meeting; and
- d) The Chair will decide all questions of order, in accordance with the Rules of Order.
- 7.7. Order of Business at Annual Meetings:
 - a) Subject to subsection (b), the business at all Annual Meetings of the Corporation will typically be as follows:
 - Opening of the meeting and explanation of procedural rules governing meetings;
 - Minutes of the previous Annual Meeting together with minutes of any Special Meetings held since the last Annual Meeting;
 - Business arising from the minutes;
 - Treasurer's Report;
 - Appointment of Auditors
 - Amendments to the By-laws of Corporation, if any
 - Election of Directors
 - President's Report;
 - b) The order of business may be altered by a two-thirds (2/3's) vote of Members present at the meeting.
 - c) No other item of business will be included on the agenda for an annual meeting unless a Member has given notice to the Corporation of any matter that the Member proposes to raise at the meeting in accordance the *Act*, so that such

item of new business can be included in the notice of annual meeting.

7.8. Order of Business at Special Meetings:

The Chair will determine the order of business at any Special Meeting.

ARTICLE 8: BOARD OF DIRECTORS

The affairs of the Corporation will be managed by Officers and Directors who will be collectively called the "Board of Directors". Each Officer and Director has a voting membership on the Board of Directors. The Board of Directors will be comprised of nine (9) Directors who will be elected as outlined in Article 11.

Directorships may be added on an as needed basis according to the growth and accompanying need of the Corporation based on a majority vote of the Board of Directors. The duties of each Officer and Director will be set by the Board of Directors and may be amended from time to time by the Board of Directors.

ARTICLE 9: POWERS OF THE BOARD OF DIRECTORS

The Board will have power during its term of office (in addition to all other powers vested in it):

- a) So long as quorum of Directors remains in office, to fill, by appointment or election, vacancies occurring either among officers or the Directors until the next Annual Meeting;
- b) To appoint and delegate power to the chairperson and members of such other committees from time to time as it may consider necessary in carrying out the objectives of the Corporation;
- c) To remove any officer, director or agent of the Corporation, including the President;
- d) To suspend or expel any Member of the Corporation for breach of any By-law, policy or resolution of the Corporation and or the Board;
- e) To borrow money and obtain advances upon the credit of the Corporation from such lending institutions as the Board of Directors may approve at such time, in such amounts, and on such terms as the Board of Directors deems proper;
- Report to Members at the Annual Meeting on the activities of the Board for the preceding year; and
- g) To exercise all rights and powers which the Board of Directors might or could exercise under the authority of the Corporation's By-law or under the laws governing the Corporation.

ARTICLE 10: OFFICERS

The Corporation will have four (4) Officers, as follows:

- a) **Chair:** The Chair will convene and preside over meetings of the Corporation Board and Meetings of Members; act as an official spokesperson for the Corporation; be an ex-officio voting member of all Board Committees, Task Forces or Working Groups and perform other duties such other duties as may be required by law or as the Board may determine from time to time.
- b) **Vice-Chair:** The Vice-Chair will substitute for the Chair in their absence or inability to serve. In the event of a vacancy in the office of the Chair, the Vice-Chair will assume that office and a new Vice-Chair will be elected from among the remaining Directors for the remainder of that term.
- c) **Treasurer:** The Treasurer will be responsible for the disbursement of the Corporation funds and the preparation of periodic financial statements; and such other duties as may be required by law or as the Board may determine from time to time.
- d) **Secretary:** The Secretary will be responsible for ensuring that the minutes and other documents of the corporation including but not limited to the minutes and resolutions of meetings of the Board of Directors, and Annual Meetings and Special Meetings are maintained. The Secretary will keep the corporate Minute Book up to date; and such other duties as may be required by law or as the Board of Directors may determine from time to time. The Secretary will ensure that the list of Members is kept up to date.

ARTICLE 11: ELECTION, TERMS, ELIGIBILITY AND TERMINATION OF OFFICERS AND DIRECTORS

- 11.1. Method of Election of Officers and Directors:
 - a) Nominations for members of the Board of Directors must be submitted in writing to the Chair, Nominations Committee thirty (30) days prior to the date of the Annual Meeting after which date nominations will be deemed closed. Nominations will be accepted provided the following conditions are met:
 - i. the nominee meets the criteria, if any, for the position for which they are nominated.
 - ii. the written consent of the nominee is included in the nomination
 - iii. the nomination is signed by the nominator,
 - iv. both the nominee and the nominator must be Members in good standing of Corporation.
 - b) After receiving nominations, the Chair, Nominations Committee will present a list of all duly nominated persons to stand for election to the Chief Returning Officer.

The Chief Returning Officer will conduct the election as per the Election policy of the Corporation.

- c) At the Annual Meeting, the Chair will present the results of the election.
- d) If after the Annual Meeting there are still positions unfilled, these positions will be deemed vacant. The procedures outlined in 11.4 will be followed to fill the vacant position.
- e) Directors must be Active Members.
- f) Officers will be appointed, from among the Directors, by the Board of Directors at the first meeting of the Board of Directors after the Annual Meeting

11.2. Length of the Terms of Directors:

- a) Directors will serve a term of three (3) years renewable through election for up to a maximum of three (3) consecutive terms. At the discretion of the Board, Directors may be permitted to serve beyond the current nine (9) year limit for the purposes of continuity and succession planning.
- b) The new Directors will take over their positions as of completion of the Annual Meeting in which the Directors were elected to the Board of Directors.
- c) Any Officer and/or Director may leave their position by resigning from their position by providing written notice to the Chair.

11.3. Eligibility for Board of Directors Positions:

Any Member of the Corporation may be eligible for election as a director provided that they are not disqualified by the Act.

- 11.4. Vacancy and Termination of Office:
 - a) The office of a Director will automatically be vacated if:
 - i. the Director becomes bankrupt or suspends payment of debts generally or compounds with creditors or makes an assignment in bankruptcy or is declared insolvent; or
 - ii. the Director is found to be a mentally incompetent person or becomes of unsound mind; or
 - iii. the Director, by notice in writing to Corporation, resigns office, which resignation will be effective at the time it is received by the Secretary of the Board of Directors or at the time specified in the notice, whichever is later; or
 - iv. at a special meeting of the Board of Directors, a resolution is passed by at least two-thirds (2/3) of the votes cast by the Directors, removing a director before the expiration of the Directors term of office; or
 - b) The office of a Director may be vacated by a simple majority resolution of the Board:

- i. if a Director is absent without a viable reason for three (3) consecutive meetings of the Board, or if a Director is absent for one quarter (1/4) or more of the meetings of the Board in any twelve (12) month period; or
- ii. if a Director fails to comply with the Corporation's By-Laws, policies, and procedures, including without limitation, the confidentiality and conflict of interest requirements.
- c) If a vacancy occurs at any time among the Directors either by a resignation, by death or removal by the Board in accordance with paragraph (a) above, or by any other cause, such vacancy may be filled by a qualified person appointed by the Board to serve until the next Annual Meeting.
- d) At the next Annual Meeting in addition to the election of Directors to fill the vacancies caused by expiry of Directors' terms, the Members will also confirm an additional Director to fill the unexpired term created by any vacancy referred to in paragraph (a) above.

Vacancies on the Board of Directors, may, at the discretion of the Board of Directors, be filled by appointment or remain vacant for the remainder of the term so long as a quorum of the Board of Directors remains.

Any vacancy in a position will be filled at the next Annual Meeting in accordance with procedures set forth above. If there is not a quorum of the Board of Directors in office, the remaining members of the Board of Directors will call a meeting of the members to fill the vacancies or such number as required to constitute a quorum.

In the event of an Officer vacancy, Board of Directors will appoint an eligible person who meets the criteria for the position to fulfil the remainder of the term.

11.5. Discipline of Board of Directors

- a) A member of the Board of Directors may be censured, suspended, or removed from the Board of Directors for:
 - i. breach of the By-laws or Rules and Regulations of Corporation; or
 - ii. failing in their fiduciary obligation to act honestly, in good faith and in the best interests of Corporation and its members; or
 - iii. failing to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; or
 - iv. If they fail to attend three (3) consecutive meetings without a viable reason.
- b) A motion to discipline a member of the Board of Directors may not take place unless a special meeting of the Board of Directors has been called for such purposes.
- c) A vote of two-thirds of the votes cast is required to enforce discipline of a member

of the Board of Directors.

ARTICLE 12: MEETINGS OF THE BOARD OF DIRECTORS

12.1. Meetings of the Board of Directors:

- a) Regular meetings of the Board of Directors will be held a minimum of eight (8) times per year or as otherwise decided by the Board of Directors at such place as from time to time is determined by the Board of Directors. An annual schedule of meetings will be prepared and distributed to the members of the Board of Directors by November 1 each year.
- b) Special meetings of the Board of Directors may be called, by the Chair or, in their absence, any two Directors. Notice of such special meetings must be e-mailed or telephoned to all Officers and Directors not less than one day before the meeting is to take place.
- c) A Board of Directors meeting may be held without notice immediately following the Annual Meeting of the Corporation.
- d) The Board of Directors may consider or transact any business either special or general at any meeting of the Board of Directors that relates to the activities and business of the Corporation.

12.2. Quorum and Manner of Action:

- a) Fifty (50) per cent of the members of the Board of Directors will constitute a quorum for transaction of business.
- b) A meeting of the Board of Directors at which a quorum is initially present may continue to transact business as long as a quorum is present. In the event of the withdrawal of Officers and or Directors from the meeting resulting in a loss of quorum, the meeting Chair will continue the meeting for the purposes of discussion and record. All matters requiring a vote will be deferred to the next meeting of the Board of Directors.
- c) Except where otherwise provided for in this By-law, meetings of the Board of Directors may be conducted in-person, by teleconference, videoconference or other electronic means.
- d) Actions arising from a meeting of the Board of Directors, such as a recorded vote, may be conducted in-person, by e-mail or other electronic means, teleconference or videoconference.
- e) If a Director has a conflict of interest respecting a matter subject to a vote, such Director will disclose the conflict of interest and the Director will remove themselves from the meeting until the matter has been dealt with.
- f) The Board of Directors may not vote by proxy.
- g) Motions arising at any meeting of the Board of Directors will be decided by a majority of

votes of Board members present. Each Director is entitled to one vote on matters requiring a vote. In the event of a tie vote, the meeting Chair will break the tie.

- h) Except as otherwise provided by law, the Articles of Corporation or this By-law, the act of a majority of those Directors present in person at a meeting, teleconference call or by other electronic means at which a quorum is present, will be the action of the Board of Directors.
- i) Parliamentary procedure, as specified in Roberts Rules of Order, will be followed at all meetings of the Board of Directors.
- 12.3. Minutes of the Board of Directors Meetings:

Minutes of any regular and special meetings of the Board of Directors will be available on request from the Secretary by any Member. The minutes will be available in a reasonable time after each meeting. Material deemed confidential in nature will be deleted from minutes provided for general distribution.

ARTICLE 13: REMUNERATION AND CONFLICTS OF INTEREST

13.1. Remuneration of Officers, Directors and Members:

Officers, Directors and Members will serve the Corporation without remuneration. No Officer, Director or Member may directly or indirectly receive any profit from their position, but they may be reimbursed for reasonable expenses incurred in the performance of their duties for the Corporation.

13.2. Conflicts of Interest:

A Director or Member will declare that their/them has a conflict of interest wherever they or one of their family members is directly or indirectly involved in a matter before the committee/Board of Directors of which they are a member. The Board of Directors will determine through policy how conflicts of interest are to be handled.

ARTICLE 14: STANDING COMMITTEES

The following standing committees will be constituted at the discretion of the Board of Directors each year:

14.1. Governance and Nominations Committee:

The Governance and Nominations Committee is responsible for maintaining and reviewing from time to time the By-Law and Governance Manual as well as developing and implementing the annual process for identifying qualified members to serve on the Board and its Committees.

14.2. Finance Committee:

The Finance Committee is responsible for providing oversight on all financial matters of the Corporation including but not limited to the recommendation of the Annual Operating Plan, the annual audit process and ensuring the Treasurer prepares regular reports on the financial health of Corporation.

14.3. Other Committees:

The Board of Directors may establish any other committees, which in its opinion are necessary or advisable. The Board of Directors will approve the terms of reference for such committee(s).

Terms of reference for and appointment of members to the Standing Committees and Other Committees are reviewed on an annual basis by the Board of Directors.

ARTICLE 15: BANKING AND EXECUTION OF DOCUMENTS

15.1. Signing Authority

Any Officer along with the President or the Executive Manager, may act jointly as signing authorities in the drawing and issuing of cheques and orders for the payment of monies out of funds of the Corporation. The Board, by resolution, may appoint such further signing authority as they may deem necessary from time to time.

15.2. Banking Arrangements:

The banking business of the Corporation will be transacted with such bank(s) as the Board of Directors may designate by resolution.

15.3. Audits:

An audit of the books must be conducted at the end of the fiscal year by such auditor as may be designated by the Board of Directors from time to time.

15.4. Execution of Documents:

Deeds, transfers, licenses, contracts and engagements on behalf of the Corporation will be signed by the Chair or the Treasurer; and by the President or Executive Manager

ARTICLE 16: PROTECTION OF DIRECTORS AND OFFICERS

No Director, Officer or committee member of the Corporation is liable for the acts, neglects or defaults of any other Director, Officer, committee member or employee of the Corporation or for joining in any receipt or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Corporation will be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or the Corporation with whom or which any moneys, securities or effects will be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of their respective office or trust provided that they have:

- i. complied with the Act and the Corporation's articles and By-laws; and
- exercised their powers and discharged their duties in accordance with the Act.

16.1. Insurance

The Corporation will purchase and maintain insurance for the benefit of any Director, Officer or other person acting on behalf of the Corporation against any liability incurred in that person's capacity as a Director, Officer or other person acting on behalf of the Corporation, except where the liability relates to that person's failure to act honestly and in good faith with a view to the best interests of the Corporation.

ARTICLE 17: FISCAL YEAR

Until otherwise ordered by the Board of Directors, the fiscal year of the Corporation will end on the 30th day of April in each year.

ARTICLE 18: NOTICES

18.1. Service

Any notice required to be sent to any Member or Director will be provided by telephone, delivered personally, or sent by prepaid mail, facsimile, email or other electronic means to any such Member or Director at their latest address as shown in the records of the Corporation

- 18.2. Computation of Time
 - The day of serving or posting of the notice will not, unless it is otherwise provided, be counted in such number of days or other period.
- 18.3. Error or Omission in Giving Notice

 No error or accidental omission in giving notice of any Board meeting or any Members' meeting will invalidate the meeting or make void any proceedings taken at the meeting.

ARTICLE 19: SEVERABILITY AND PRECEDENCE

The invalidity or unenforceability of any provision of this By-law will not affect the validity or enforceability of the remaining provisions of this By-law. If any of the provisions contained in the by-laws are inconsistent with those contained in the Articles or the Act, the provisions contained in the Articles or the Act, as the case may be, will prevail.

ARTICLE 20: AMENDING THE BY-LAW

20.1. This By-law of the Corporation may be repealed or amended if two steps are followed. First, the amendment must be approved by a majority vote of the Board of Directors. Second, to be effective, the amendment(s) must be approved by an affirmative vote of at least two-thirds (2/3's) of the members present at a Special

- Meeting or at an Annual Meeting.
- 20.2. Any proposed amendments to this By-law will be first submitted in writing to the Board of Directors. Provided that they are submitted not less than fourteen (14) days before the next regular meeting of the Board of Directors. These proposals will be discussed and voted on at such up-coming meeting.
- 20.3. After an amendment has passed by a vote of the Board of Directors, it will then be brought to either a Special Meeting or the next Annual Meeting, as the Board of Directors determines, for a vote on the amendment(s) by the Membership. Proposed By-law amendments will be made available to the Membership upon request fourteen (14) days prior to either the Special Meeting or Annual Meeting at which the proposed amendments will be discussed.

Enacted October 28, 2021.





Agata Antkiewicz, Chair

Courtney Bremer, Secretary

Signatures redacted for broader distribution

This page intentionally left blank.

RESEARCH & INNOVATION

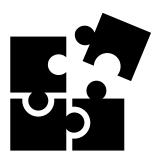
10/25/2022



Strategic Plan 2020-2025



Research Excellence (R1)



Innovation and Entrepreneurship (R2)



Partnerships (R3)



EDII (C4)

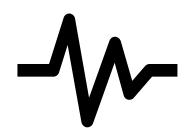


RESEARCH EXCELLENCE (R1)

R2

R3

Selected key initiatives



Health Initiatives (R1A)



Sustainable Futures (R1C)



Awards & Distinction (R1B)



R2

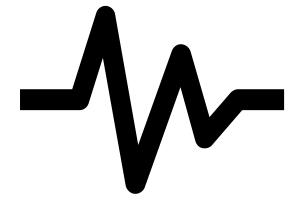
R3

Objective:

To lead at the interface of society, health, and technology

Activities:

- Associate Vice-President, Health Initiatives leadership
- Innovation Arena
- Canada Biomedical Research Fund: the establishment of a biomanufacturing hub
- Canada First Research Excellence Fund Proposal: Transformative Health Technologies
- Community engagement and partnerships (Kitchener-Waterloo-Ontario Health Team, hospitals, industry, academia, non-profits)

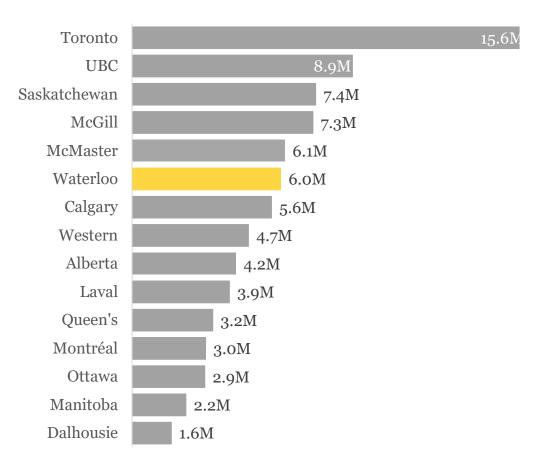




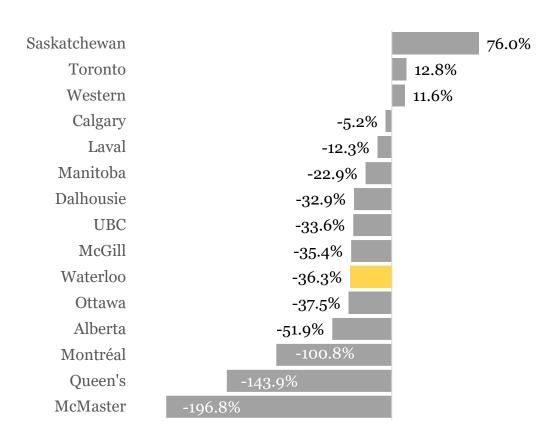
R1

R3

HealthTech Funding – U15- Y2122



YoY Change U15 – Y2021 to Y2122



Source: CIHR+NSERC+SSHRC+CFI (Public data)



Research & Innovation PAGE267

Objective:

• To lead in sustainability, with a focus on the interconnections between energy, climate and water.

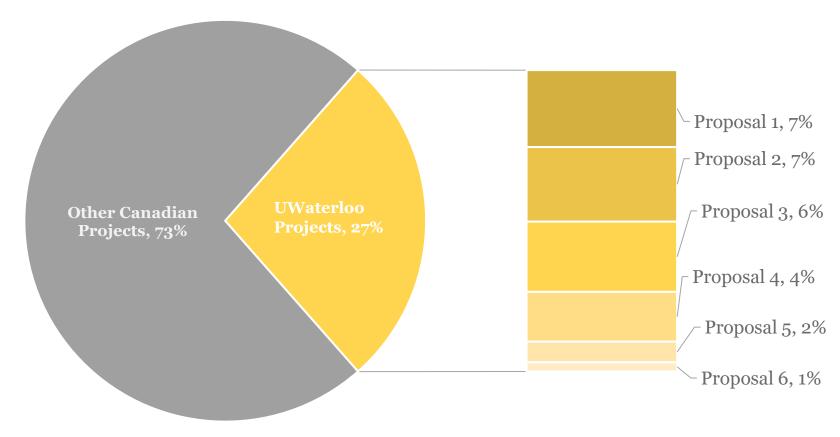
Activities:

- Cluster of three (3) Institutes:
 - Water Institute (WI)
 - Waterloo Climate Institute (WCI)
 - Waterloo Institute for Sustainable Energy (WISE)
- Launch of Sustainable Futures (September 19th)
- Developing strategic and operational plans
- Environment and Climate Change Canada Climate Action and Awareness Fund proposals





Significant Federal Climate Change Research Funding to be Announced (\$15.8M)



Objective:

• To increase research awards and funding, while taking EDII and research security into consideration.

Activities:

- Pre- and post- award services to support researchers, external partners and administrative staff
- Formed Research Analytics Working Group to create tools and processes for data-driven decisions
- Implemented platforms to make search for funding more efficient and to provide info on more funding sources





EDII

- Developed Inclusive Research Strategy to fully implement EDII in research enterprise
- Implementing Canada Research Chair EDI Action Plan
- EDII considerations embedded in award programs and applications, including Canada Excellence Research Chair and Canada First Research Excellence Fund
- Formed Waterloo Awards Committee Working Group to review the awards process

Research Security

 Created research security assessments and mitigation plans for award programs (e.g., Industry partnership programs, Canada Foundation for Innovation, Ontario Ministry of Colleges and Universities)





Canada Research Chairs (CRC)

R1 R2 R3









John McPhee (Engineering) Biomechatronic System Dynamics



Ashley Mehlenbacher (Arts) Science, Health, and Tech Comm.



John Turri (Arts) Philosophy and Cognitive Science



Jun Liu (Mathematics) Hybrid Systems and Control



Karen
Yeats
(Mathematics)
Combinatorics of
Quantum Field
Theory

	Indigenous	Racialized	Women	People with a Disability
2019 CRC Target	1%	15%	27%	4%
2029 CRC Target	4.9%	22%	51%	8%
2021 Survey Data	4%	20%	31%*	18%**

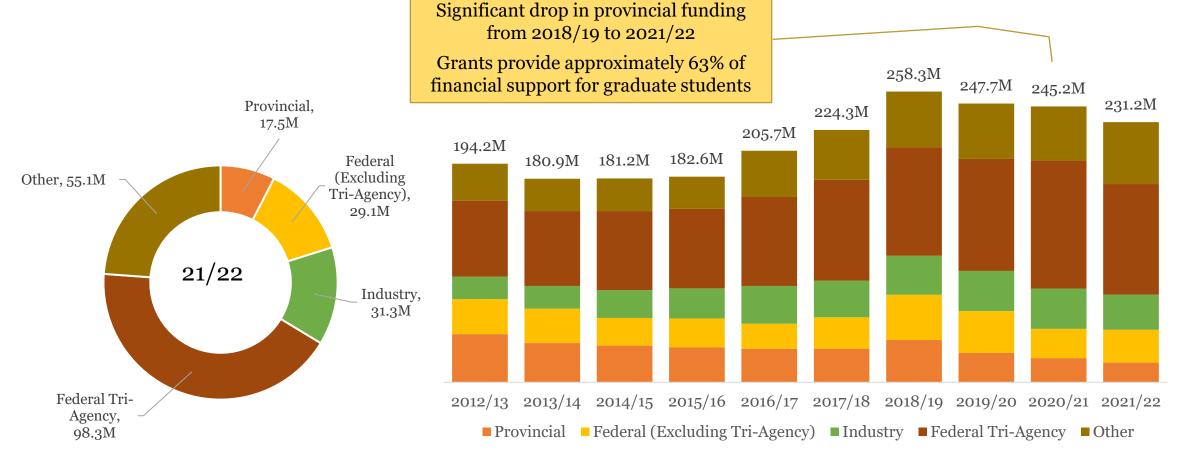
- 65 Active CRCs
- 7 (3 new and 4 renewed) CRCs began their term in 2021
- 4 CRCs are under embargo and are excluded from current slide
- Planned efforts on track to meet 2029 CRC targets



Research & Innovation PAGE 2493

Total Research Funding by Source

R1 R2 R3

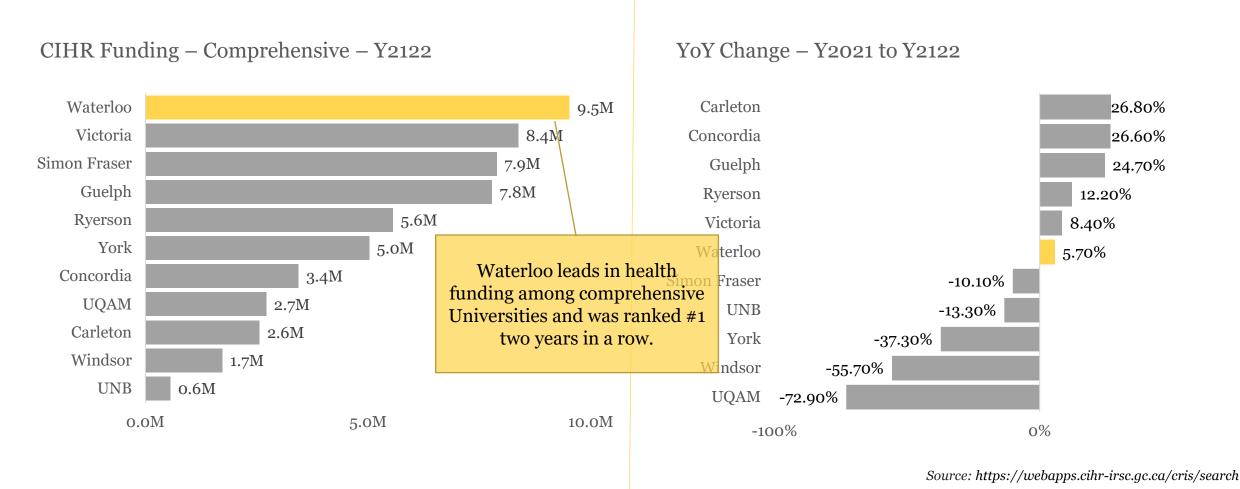


Source: *InfoEd*



Tri-Council: Canadian Institutes of Health Research (CIHR)

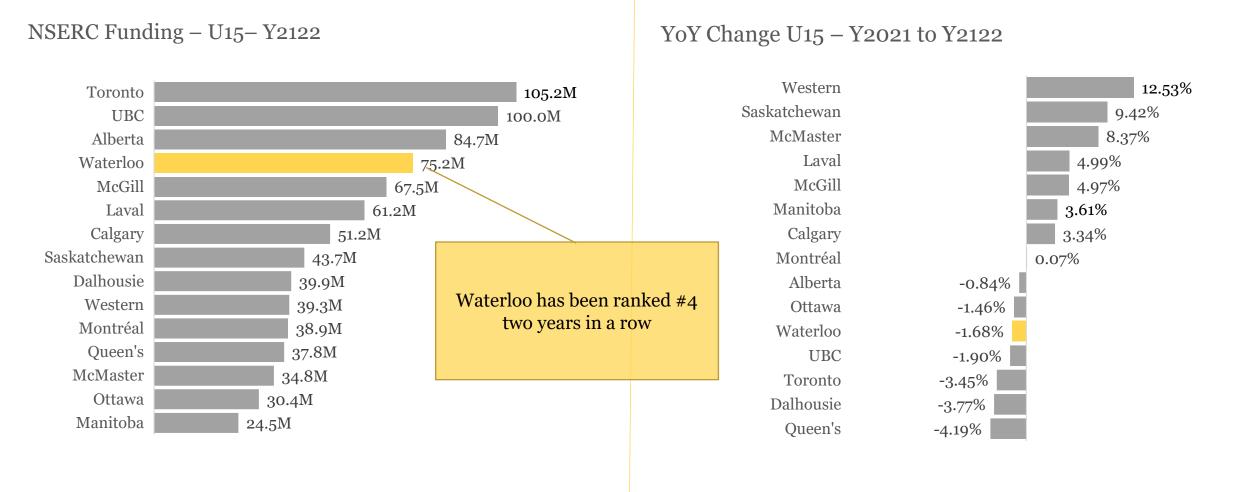
R1 R2 R3





Tri-Council: Natural Sciences and Engineering Research Council (NSERC)

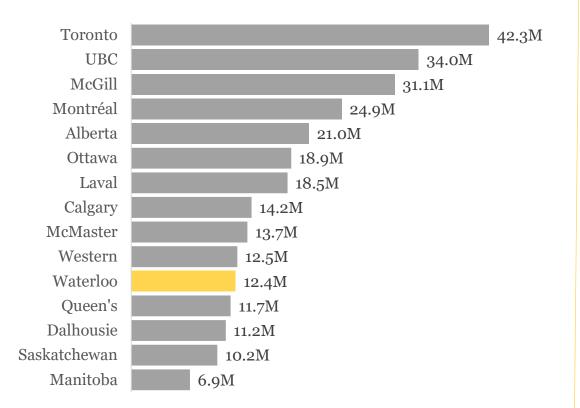
R1 R2 R3





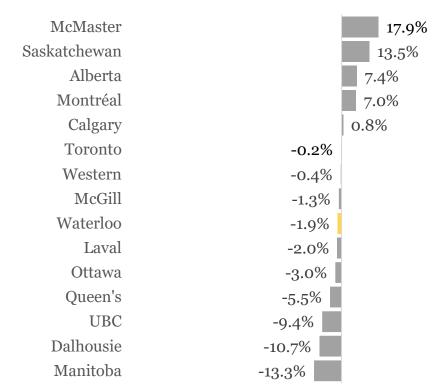
Tri-Council: Social Sciences and Humanities Research Council

SSHRC Funding – U15 – Y2021



R1 R2 R3

YoY Change U15 – Y1920 to Y2021



Source: SSHRC Awards Search Engine (1998-2019) (uqam.ca)

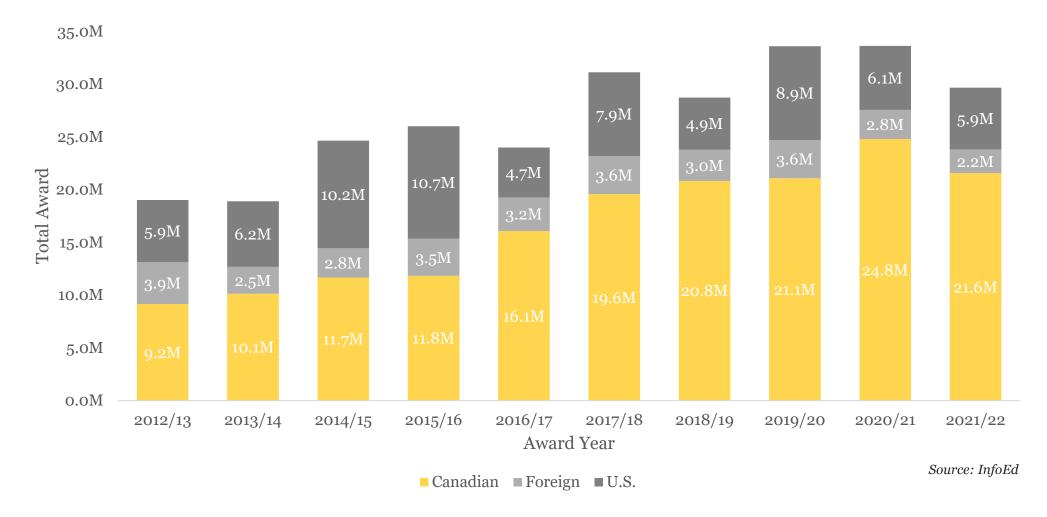


Industry Funding

R1

R2

R3



INNOVATION AND ENTREPRENEURSHIP (R2)

Commercialization & Entrepreneurship

R1

R2

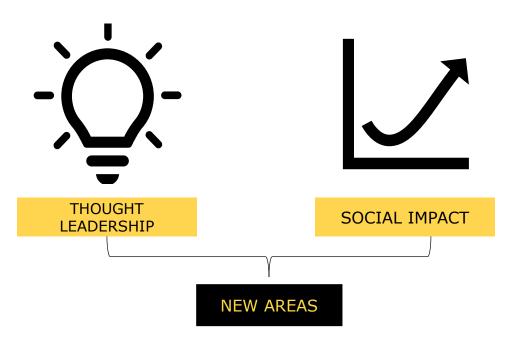
R3



VELOCITY



WATCO





Commercialization & Entrepreneurship

R1

R2

R3



Developed website (<u>innovation.uwaterloo.ca</u>) with information on full suite of services and opportunities available at the University to explore entrepreneurship and commercialization activities.

Students START YOUR JOURNEY

With innovation centres, for-credit courses and dozens of extra-curricular programs that support all interests and skill-levels, there is a place for you to explore, build and scale your next project or venture.

We can help you find your match and the program that's just for you. Scroll through all programs or filter to narrow down your options.

HOW CAN WE HELP?

VELOCITY

When: Anytime | Who: UWaterloo students, staff and faculty

Velocity Incubator & Venture Capital Fund

WATCO

When: Anytime | Who: UWaterloo students, staff and faculty

Waterloo Commercialization Office (WatCo)

When: Every term | Who:

Faculty of Science or Engineering, Research Masters



R3

Velocity

Objective:

 To help build companies that scale at the earliest stages of the business life cycle.

Activities:

- Three creator/community spaces to support student-drive commercialization: Velocity Digital, Velocity Science, and Problem Lab.
- Diversified participation: 40% of Velocity startups have at least one founder that doesn't identify as male.





Velocity



Activities (cont'd)

- > \$42M raised from alumni and residents in reporting year (43% increase from last year).
- Innovation Arena (design complete; bidding process started; 2nd phase of residence application process)
- Southern Ontario Health Innovation
 Partnership (Velocity, MIX, Western) with
 20 companies recruited to program.



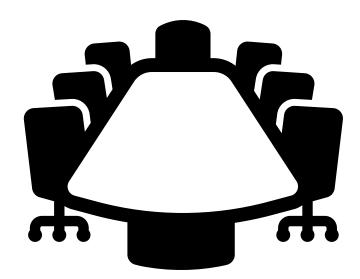
WatCo

Objective:

 To help convert research innovations into commercially viable products and services.

Activities:

- Waterloo Commercialization Mandate
 Framework developed and publicly posted for campus community
- EDII in commercialization and entrepreneurship



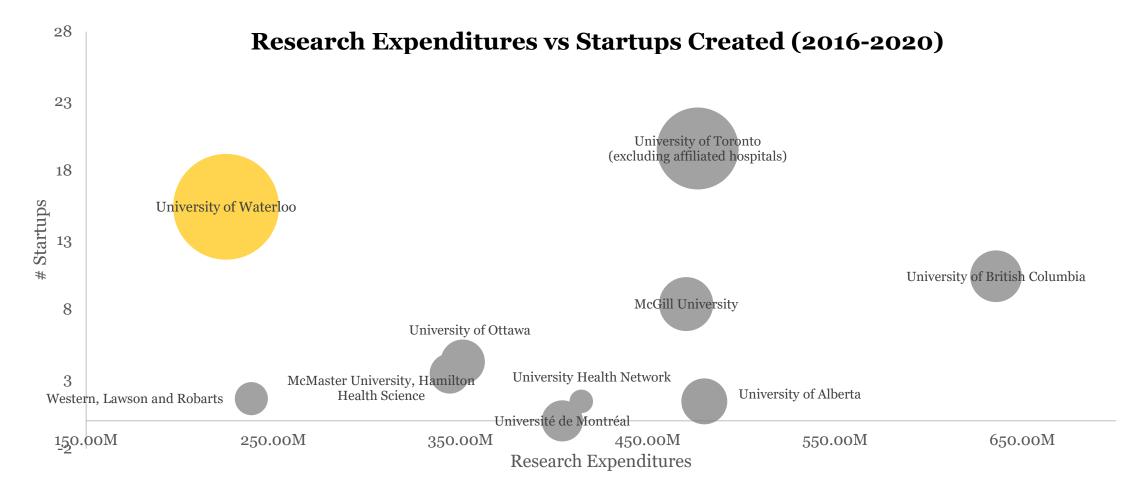


Commercialization & Entrepreneurship

R1

R2

R3





WatCo: Reel-IN Robotics Inc.



Dr. Amir Khajepour, Mechanical & Mechatronics Engineering

Problem Space: large scale warehouse operations suffer from space and throughput efficiencies and are a source of high greenhouse gas emissions (GHG)

Technology: High speed, high reach, scalable cable-robotic system for automated storage/retrieval of goods (twice the speed and half the cost of existing solutions)

Applications: **Warehouse automation applications** including new (tote/box/pallet) and retrofit (pallet) applications (178,000 tonnes GHG reduction – Canada)

WatCo support:

- Multiple patents filed incl. US (2 granted), Canadian & PCT (pending applications)
- NSERC I2I Market Phase IIb funding awarded \$720K (2018-20)
- Mitacs funding awarded \$122.5K (2019)
- High level advisor support re. commercialization and IP strategy
- Startup company incorporated April 2022, secured pre-seed investment summer 2022
- https://uwaterloo.ca/mechatronic-vehicle-systems-lab/research/cable-driven-parallel-robots
- http://www.reelinrobotics.com/





INTERNATIONAL RESEARCH PARTNERSHIPS (R3)

R2

R3

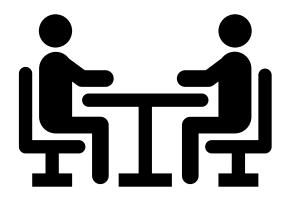
Objective:

• To increase international partnerships while safeguarding data and research.

Activities:

- Strengthened linkages with strategic partners through meaningful and impactful exchanges, collaborations, and engagements.
- Reviewed and analyzed existing industry partners to identify risks, opportunities, and potential sectors for this work.
- Formed Research Security Working Group to support researchers in taking reasonable and risk-based measures to safeguard research.

P240/65/6F 26920





International Research Partnerships

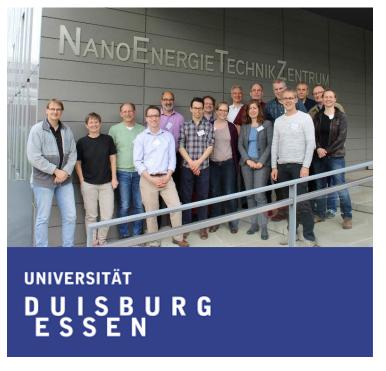
In the reporting period, research partnerships and agreements were signed/strengthened with various institutions:

- Tokyo Institute of Technology
- MITACS Global link Research Awards
- Indian Institute of Technology Delhi
- University of Strathclyde
- Korea Electrotechnology Research Institute
- University of Auckland/Health Research Council

In addition, nine projects were funded though the International Research Partnership Grants R1 R2 R3

NSERC CREATE International Stream: Scalable 2D-Materials Architectures

- Prof Pope 3M award to have joint PhD training via dual degrees
- Includes learning about Indigenous cultures





OPPORTUNITIES AND RISKS

Emerging Opportunities and Risks

Issue	Risk/Opportunity Definition	Mitigation Strategy
EDII-R	Foster an equitable and inclusive research environment	Implement Inclusive Research Strategy; Initiate considerations for Canada Research Chair Equity Action Plan 2.0
Research Security	Reduced research funding due to the loss of sources	Identify alternative and acceptable funding sources
	that are no longer seen as viable/acceptable options	Implement Research Security work plan; Deliver Workshop for faculty
Interdisciplinarity	Support core facilities; improve access to services, technologies, and expertise	Finalize review process (campus consultations & town hall) and implement Core Facilities Review Strategy
Research Chairs	Recruiting and retaining outstanding diverse candidates	Develop recruitment and retention pipeline strategy; Proposals submitted
Health Initiatives	Finalize a health initiatives work plan	Identify alternative sources of funding revenue; develop consultation strategy; Innovation Arena development
Innovation and Knowledge Mobilization	Maintain competitive advantage for the long term	Identify unique product and services to maintain lead; Launch Waterloo Ventures; Advance Velocity Fund; SDGs, Inclusive Entrepreneurship
Awards	Increase awards with EDI focus	Implement recommendations from review of awards processes
Data	Support researchers to preserve their research	Institutional Data Management strategy being finalized
Management	data 211 of 269	WATERLOO

Advisory Panel: Review of the Federal Research Support System

- Addressing the world's most pressing challenges requires greater collaboration within the research community, government and industry, as well as with the international community.
- Panel of independent expert to provide policy advice on the structure, governance and management of the federal system supporting research and talent. Specifically,
 - the relationships among the federal research granting agencies their relationship to the <u>Canada Foundation for Innovation</u>.
 - equipping researchers to transcend disciplines and borders, seize new opportunities and be responsive to emerging needs and interests to improve Canadians' health, well-being and prosperity
 - ensure a cohesive and agile research support system allows researchers to quickly and effectively respond to emerging challenges



WATERLOO



YOU+WATERLOO

Our greatest impact happens together.

This page intentionally left blank.

University of Waterloo AUDIT & RISK COMMITTEE Report to the Board of Governors 25 October 2022

This report is submitted following the committee's meetings of 13 July 2022 and 6 October 2022, and is recommended for inclusion in the regular agenda.

FOR APPROVAL

1. APPOINTMENT OF EXTERNAL AUDITORS

Motion: To reappoint Ernst & Young as the university's external auditors for the fiscal year ending 30 April 2023.

Background: This recommendation is made with the endorsement of the vice-president, administration and finance, and in conjunction with the approval of the audit plan and fees for 2023 (see item #3) of this report below).

FOR INFORMATION

2. AUDITED FINANCIAL STATEMENTS

The Audited Financial Statements for the fiscal year ended 30 April 2022 were reviewed by members at the 13 July 2022 meeting and approved by the Board Executive Committee on behalf of the Board of Governors on 19 July 2022.

3. EXTERNAL AUDIT PLAN AND FEES FOR 2023

The Committee reviewed and approved the external audit plan and fees for the fiscal year ended 30 April 2023 as proposed by the external auditors Ernst & Young, concluding that the approach and fees are appropriate but noting an increase in fees for the coming year.

4. PRESIDENT'S EXPENSES, 2021-2022

On the basis of the Ernst & Young report re: President Goel's expenses, for the period ended 30 April 2022, the Committee concluded that the expenses appeared to be reasonable in light of the university's policy in reimbursable expenses and the president's employment contract. It was noted that expenses were lower than typical due to restrictions associated with the pandemic.

5. EXECUTIVE INSURANCE AND PROPERTY INSURANCE

The Committee reviewed the Executive Insurance policy for information, including Directors and Officers coverage, and found it satisfactory. Additionally, the Committee reviewed the Property Policy as it relates to the Executive Insurance policy.

6. UNIVERSITY RISK MANAGEMENT PROGRAM UPDATE AND BIANNUAL RISK ASSESSMENT

The committee received an updated biannual risk assessment report under <u>Policy 11 – University</u> <u>Risk Management</u> (13 July 2022) as well as an update on the university risk management program (6 October 2022). Staff will continue to review and update the structure and content of the report taking into consideration committee feedback.

7. INTERNAL AUDIT REPORTS

The Committee received and reviewed the completed Internal Audit Reports of Counselling Services and the Health and Safety Program.

8. WATERLOO'S KEY INTERNATIONALIZATION RISKS

The Committee heard a presentation and had a fulsome discussion about the University's key internationalization risks at its meeting on 6 October 2022.

	Russell Hiscock
/swt	Chair

University of Waterloo BUILDING & PROPERTIES COMMITTEE Report to the Board of Governors 25 October 2022

This report is submitted following the committee's 5 October 2022 meeting. The agenda package of the open session is available here: <u>Building and Properties Committee - agenda and minutes | Secretariat | University of Waterloo (uwaterloo.ca)</u>

FOR APPROVAL

Per its terms of reference, the committee recommends to the Board of Governors the following items for decision.

1. Waterloo North Hydro Easement

Motion: That the Board of Governors approve the granting of an easement to Waterloo North Hydro of approximately 139.77m2 (0.034 acres) required for the replacement of primary electrical feeders 1 and 2.

Background: The University has been working with Waterloo North Hydro to replace the existing primary feeders 1 and 2 as they are at the end of life. The new installation will improve the resilience and capacity of the University's electrical infrastructure.

The primary feeders currently enter campus on the North side of parking lot N. The new feeders would enter campus from the northeast corner next to the Laurel trail. The services would be installed below grade to minimize any visual impacts. The University would connect the new service via a new duct bank to Central Plant.

Waterloo North Hydro will commence their work in the spring of 2023. The University has begun a detailed engineering review to determine the final routing of the duct bank and the extent of the landscape remediation required.

The draft terms of the easement were provided to the committee. A final survey of the easement will be completed postconstruction.

2. Innovation Arena, Health Sciences Campus - Tender Award

Motion 1: That the Board of Governors approve a \$1,790,000 (5%) increase to the project budget.

Motion 2: That the Board of Governors approve the award of a stipulated-price contract (CCDC2) to Melloul Blamey Construction for \$29,270,000 (excluding HST).

Background: At its April 2021 meeting, the Board approved the appointment of Diamond Schmitt Architects as prime consultants for this project.

Board of Governors 25 October 2022

The initial project budget was approved at \$30 million in October 2020 based on a preliminary list of requirements and subsequently revised in October 2021 to \$34.4m following the completion of the schematic design and a Class D estimate which reflected forecasted cost escalation within the construction industry.

This 90,000 square foot reconstruction/renovation project includes an entirely new building envelope, additional exits, new mechanical/electrical services, the interior fit-out of the upper floor including ~18,000 square feet of lab space, and the partial fit-out of the lower floor as well as the removal of some surficial fill materials which do not meet residential or community land use standards.

There were 6 prequalified general contractors invited to bid the project with a closing date of September 27. A total of 4 compliant bids were received (1 GC did not bid, 1 GC submitted after the deadline). The second lowest bid was relatively close (+5%) but the other bids were significantly higher (+10% and +20%).

The revised project budget reflects the recommended tender award including net HST:

		\$000S
	October 2021	<u>Tender Award</u>
Construction	\$27,270	\$30,270 (includes \$600k for Bldg. Automation)
Contingency	2,045	2,235
Professional Fees	2,950	2,950
Building Automation	500	o (included in tender price)
Network/AV/Security	350	350
Permits	285	285
Cost Escalation	1,000	0
Joseph Street Improvements	0	100
Total	\$34,400	\$36,190

The funding arrangement for this project includes \$7.5 million of operating funds which are redirected savings from the expiring rental arrangement for Velocity, an \$8.5 million contribution from the City of Kitchener, and \$2 million in donations raised to date. The funding arrangement with the City of Kitchener includes a University commitment to provide 5,000 square feet of space and a pro rata repayment of the City's funding in the event the University terminates the intended use of the space within 15 years of the completion date.

3. Math 4 – Revised Budget

Motion: That the Board of Governors approve a revised budget of \$110 million for the design and construction of the proposed Math 4 building project.

Background: At its February 2021 meeting, the Board approved the construction of the proposed Math 4 building at a total project budget of \$90 million.

At its subsequent meeting in June 2021, the Board approved the appointment of Moriyama & Teshima Architects as prime consultants for the project.

During the initial phases of the design, both the design team and the independent cost consultant identified the rapid and volatile price increases being experienced within the construction industry. In order to address this situation, multiple cost estimates have been undertaken following an extensive value engineering exercise. The total building floor area remains unchanged at approximately 140,000 gross square feet. The recommended \$110 million budget is based on 35% design development

Board of Governors 25 October 2022

completion and assumes a Q3 2023 tender award which includes a 10% escalation contingency between August 2022 and Q3 2023.

The project currently has financial commitments totaling \$75 million: (a) the Faculty of Mathematics has transferred \$57.5 million to the project's capital account, and (b) the Provost has committed \$17.5 million of institutional funding toward the project. The Faculty of Mathematics has made this project a priority in its ongoing fundraising activities. Any funding shortfalls related to the remaining \$35 million will be funded by the Faculty over a 7-8 year period following building completion.

Building Specifics:

At approximately 140,000 gross square feet, the proposed building is planned to be 5 storeys including a mechanical penthouse at level 5 and is designed to seamlessly connect the Math & Computer Building with the Davis Centre while maintaining the integrity of the existing outdoor quad.

This new, state-of-the-art building will host research institutes in vital fields such as fintech, data science, and cryptography. It will accelerate leading edge math and computer science research as well as foster a culture of innovation and collaboration. Specifically, the building will accommodate growth in Computer Science, Statistics and Actuarial Science and Mathematics and Business programs. The building is designed to support enriched student experience by creating new social and collaboration spaces, as well as student support services. The building will feature a number of classrooms, including flexible learning spaces that provide furnishings and equipment to support group and hybrid learning. The building will also feature a multi-purpose auditorium/event space, and a number of student study and collaboration spaces to encourage the development of communities. By creating a vibrant and singular environment, the building will support the Faculty in attracting even more of the world's top mathematics and computer science talent.

Budget Specifics:

The revised budget estimate has increased by \$20 million or 22% (including net HST):

		\$000s
	Jan 2021	August 2022
	<u>Estimate</u>	<u>Estimate</u>
Construction	\$70,000	\$87,500 (includes escalation)
Post-contract Contingency	7,000	7,000
Professional Fees	6,000	7,850
Disbursements	250	300
Other Fees & Commissionin	g	650 (Geotech, fire flow, survey, asbestos, etc.)
Furniture & Furnishings	2,500	2,150
AV/Network/Security	1,250	1,550
Permits & Development Cha	rges <u>3,000</u>	<u>3,000</u>
Total	\$90,000	\$110,000
	(\$643/sf)	(\$786/sf) approx. increase of 22%

FOR INFORMATION

1. General Oversight

The committee reviewed and accepted for information:

- the capital financing commitments associated with capital projects, and advises that these commitments fall within the University of Waterloo's Board-approved debt policy;
- space inventory and facility status;
- District Energy Study;
- the committee's terms of reference; and,
- the work plan of the committee.

/ar Murray Gamble Chair

University of Waterloo Board of Governors FINANCE & INVESTMENT COMMITTEE

Report to the Board of Governors 25 October 2022

This report is submitted following the committee's meeting of 6 October 2022 and is recommended for inclusion in the regular agenda.

1. Approval of New Investment Manager

Motion: To approve the Velocity Fund II as an investment manager for the University of Waterloo endowment, subject to confirmation of the completion of additional due diligence and drafting of appropriate agreements by university administration and the Finance & Investment Committee, with said confirmation anticipated to occur subsequent to the 25 October 2022 meeting of the Board of Governors.

Rationale: The committee began its contemplation of an investment in the venture capital asset space in early 2020, and has met with a number of potential investment managers since that time. In addition to seeking adequate return on investment, the committee has also maintained an interest in making an investment that captures the significant returns generated from within the Waterloo innovation ecosystem, where the University of Waterloo plays a key role in fostering talent and entrepreneurship. Recognizing that the current endowment Statement of Investment Policies and Procedures (SIPP) does not include private equity/venture capital as a permitted investment, revisions to the endowment SIPP would be presented at the February 2023 meeting of the Board of Governors.

The Velocity Fund II follows on the original Velocity Fund, which is a pre-seed fund that invests in software, hardware, deep tech and med tech companies and is closely attached to the Waterloo innovation ecosystem. Velocity companies have raised over \$4 billion USD in follow-on funding with total equity value creation of around \$26 billion USD, and many of Waterloo's most successful startup companies have come out of the Velocity program. The committee would plan to invest up to a total of \$5 million CAD in the fund, with that investment likely to be deployed over a number of years. The objective of the University's investment in the fund would be to achieve strong risk-adjusted returns on its investment while also capturing the rewards from fostering the success of the overall Waterloo innovation ecosystem. The fund is structured independent of the University. The University is ensuring that the relationship with the fund is appropriately structured to ensure protection of its charitable status. Further, discussions on the particulars of the fund investment are ongoing as of the date of this report with a number of items remaining to be confirmed

2. Approval of Revised Investment Governance Documents

Motion: To approve the following investment governance documents, included as attachments to this report:

- i. Statement of Investment Policies and Procedures University of Waterloo Endowment
- ii. Fund Implementation Procedures University of Waterloo Endowment
- iii. Statement of Investment Policies and Procedures University of Waterloo IQC Trust Fund
- iv. Fund Implementation Procedures Endowment University of Waterloo IQC Trust Fund

And to approve the delegation of oversight for the two Fund Implementation Procedure documents to the Finance & Investment Committee, including the responsibility to review and approve any recommended changes in accordance with the terms thereof and the terms of reference of the committee.

Rationale: In February and March 2022, the Board of Governors approved revisions to the Statement of Investment Policies and Procedures (SIPP) for the University of Waterloo Pension Plan which created two separate investment governance documents – the main SIPP and a new Fund Implementation Procedure (FIP). The dual documents include the equivalent content of the previous SIPP with the SIPP retaining only the elements that are required under the statutory and regulatory framework; the net benefit to this approach is a simplification of administration and limiting engagement in the larger regulatory framework only when needed.

Mindful of the benefits of the SIPP+FIP model, Finance staff worked to migrate the existing investment guidelines for the endowment and the IQC trust. Two other minor changes of note: (1) the 'gross of fees' return objectives at the investment manager level have been removed, and return objectives are now based on returns net of fees for the overall mandate (consistent with the pension plan SIPP); and (2) reference to the Responsible Investment (RI) Policy has been included in the Endowment SIPP and FIP, consistent with that of the pension plan SIPP + FIP, though a similar change to the IQC Trust documents will be reserved for a future year in line with RI workplan progression.

For all investment governance documents, the committee reviews and approves these at least annually.

FOR INFORMATION	

3. Student Venture Fund

As part of the committee's examination of venture capital investment options, the Student Venture Fund ("SVF", housed within the School of Accounting & Finance) was also reviewed by the committee. The committee was impressed with the SVF's process in providing students with hands-on training and experiential learning opportunities in venture capital investing, with guidance from industry experts and supervision by faculty with finance expertise. The SVF is currently funded through a generous contribution from an anonymous donor. While the committee was interested in exploring investing in the SVF from the endowment, with the current fund structure within the university, this is not possible while protecting its charitable status. With the committee's endorsement, the university administration will examine options to expand funding to the SVF. The options to be explored by the administration and the SVF will include: exploring structuring the SVF in a manner that endowment investments could be made; exploring alternate funding sources, including philanthropy; and considering an investment in the SVF through the University's operating budget development process. Future investment recommendations requiring Board approval will be brought forward following appropriate due diligence.

Michael Ashmore
/mg
Chair

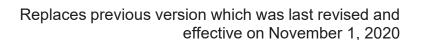
Finance & Investment Committee Attachment #1 (Regular)

Statement of Investment Policies and Procedures

University of Waterloo Endowment

Effective: <insert effective date>

APPROVED on this <insert Board approval date>



Contents

Introdu	ction	3
1)	Purpose and Scope of Policy	3
2)	Administration	3
Investn	nent Principles	3
3)	General Guidelines	3
4)	Objective of the Fund	3
5)	Investment Objectives	4
6)	Portfolio Return Objectives	4
7)	Expected Volatility	4
8)	Equity Returns/Risk	4
9)	Diversification	4
10)	Liquidity	5
11)	Currency Hedging	5
12)	Asset Mix	5
13)	Rebalancing	6
14)	Responsible Investing	6
15)	Permitted Investments	6
16)	Minimum Quality Requirements	8
17)	Maximum Quantity Requirements	9
18)	Investment Manager Compliance	9
19)	Securities and Cash Lending	10
20)	Short Selling	10
21)	Liquidity	10
22)	Borrowing	10
23)	Monitoring	10
Genera	I Provisions	11
24)	Conflicts of Interest	11
25)	Voting Rights	11
26)	Valuations of Investments Not Regularly Traded	12
27)	Related Party Transactions	12

1) Purpose and Scope of Policy

This Statement of Investment Policies and Procedures (the "SIPP") provides the framework for the investment of the assets for the University of Waterloo Endowment Fund ("Fund").

To provide investment income within acceptable risk tolerances, it is necessary to strive for sufficient/appropriate real investment returns on the Fund assets over medium- and long-term periods. The investment philosophy, policies and procedures adopted in this document will assist in the achievement of this goal in a prudent and effective manner.

This document has been developed taking into account factors such as:

- i. The nature of the Fund's spending requirements;
- ii. Historical and expected capital market returns; and
- iii. The benefits of investment diversification.

The Finance & Investment Committee shall annually review and either confirm or recommend amendments to this Policy to the Board who may amend this Policy. The University of Waterloo (the "University") will provide any amended copy of this Policy to the Investment Managers.

2) Administration

The University is the legal owner of the Fund and is therefore responsible for all matters relating to the administration, interpretation and application of the Fund. University shall exercise the care, diligence and skill in the administration and investment of the Fund that a person of ordinary prudence would exercise. Such persons must further use all knowledge and skill that they possess or ought to possess.

Investment Principles

3) General Guidelines

The investments of the Fund must comply with the requirements and restrictions imposed by the applicable legislation.

4) Objective of the Fund

The objective of the Fund is to provide an annual revenue stream in perpetuity to fund specific activities of the University and to preserve its purchasing power.

5) Investment Objectives

Return objectives for the Fund are established taking into consideration factors including rate of return sufficient to meet the annual expendable obligations. rate of return sufficient to maintain the purchasing power of the endowed capital, investment horizon of the Fund, historical and expected capital market returns, volatility of different asset classes, financial implications of Environmental, Social and Governance ("ESG") factors, benefits of investment diversification, and the University's risk tolerance with respect to the Fund.

6) Portfolio Return Objectives

The return objectives of the Fund are:

- i. Earn a rate of return, after investment expenses of CPI¹ + 3 % over four-year moving periods.
- ii. Achieve a minimum absolute rate of return, after investment expenses, which exceeds the benchmark return by 0.25% over four-year moving periods.

7) Expected Volatility

The volatility of the assets of the Fund is directly related to its asset mix. The Benchmark Portfolio in Section 13 has been constructed with the expected returns and related risks in mind. Provided the Fund's investment structure stays within the permitted ranges for each asset class, the volatility of the Fund's returns should be similar to that of the Benchmark Portfolio.

8) Equity Returns/Risk

While the level of equity exposure drives much of the risk level of the Fund assets, equities are expected to outperform fixed income over the long-term. Therefore, the investment strategy will include appropriate exposure to equities as part of providing the long-term risk adjusted returns necessary to fund the spending requirements of the Fund.

9) Diversification

Diversification is intended to expose the Fund to opportunities to reduce investment concentration risk. The Fund will pursue diversification by asset class and geography in its asset mix and by investment style in the selection of its Investment Managers.

4

¹ CPI source: Bank of Canada CPIX

To facilitate diversification, a diversified Investment Manager structure has been adopted for the Fund consisting of several managers. This structure has been adopted, as it is believed that the different investment mandates will result in increased diversification, while reducing the 'manager risk' effect for the Fund.

10) Liquidity

The investment strategy should provide sufficient liquidity to meet the Fund's financial obligations, while ensuring the Fund does not contain excessive cash or low yielding liquid assets. Provided the liquidity requirements of the Fund are met, the Fund may consider investing a portion of the Fund in illiquid assets, where such investment has the potential of enhanced returns, in part, due to the illiquidity premium.

11) Currency Hedging

Currency movements relative to the Canadian dollar are not expected to have a significant impact over the long term. The Fund policy is to not hedge currency at the total fund level. Over shorter periods, currency movements may increase volatility and currency hedging may be employed by Investment Managers where expressly permitted.

12) Asset Mix

The Fund will be invested in a broad range of assets with the goal of meeting or exceeding return expectations and mitigating investment risks. The following benchmark portfolio ("Benchmark Portfolio") is representative of the long-term asset mix policy for the Fund.

At all times, the market value of the individual asset classes will be within the minimum and maximum aggregate investment limits as listed.

Assets	Minimum %	Maximum %	Benchmark Portfolio %	Benchmark
Cash	0	2	0	FTSE Canada 91-Day T-Bill Index
Fixed Income	20	40	30	FTSE Canada Universe Overall Bond Index
Total Fixed Income	20	40		
Canadian Equity	0	20	10	S&P/TSX Composite Index

Global Equity	50	70	60	MSCI ACWI (CAD)
Total Equity	60	75		

For the purpose of the total asset mix described above, the Investment Managers' asset class pooled funds are deemed to be 100% invested, even though these funds may contain a portion held in cash and cash equivalent instruments.

13) Rebalancing

At all times, the market value of the individual asset classes will be within the minimum and maximum aggregate investment limits prescribed in Section 12 (Asset Mix) but may deviate from the benchmark portfolio.

14) Responsible Investing

Consistent with its obligation to act in the best interest of the Fund, the University chooses investments and Investment Managers that it believes will deliver superior financial performance over the long term. In this regard, when selecting Investment Managers or direct investments, the University considers criteria that include: the Investment Manager's business and staff; historical performance; and the consideration of environmental, social and governance ("ESG") factors in the investment process, including climate change risks and opportunities, which may have a financial impact on the investments, as well as the Investment Manager's Responsible Investment Policy. The adoption of sound ESG practices is intended to reduce financial risk over all time periods and offer enhanced long-term value to the Fund.

The Fund's ESG practices are further detailed in the University of Waterloo Responsible Investment Policy.

15) Permitted Investments

In general, and subject to the restrictions in this document, the Investment Manager may invest in any of the following asset classes and in any of the investment instruments listed.

a) Cash and Short-Term Investments

Cash on hand, demand deposits, treasury bills, short-term notes and bankers' acceptances, commercial paper, term deposits and guaranteed investment certificates having a term of less than or equal to one year.

b) Fixed Income

Bonds, debentures, or other debt instruments of corporations, Canadian Governments, Government agencies, or guaranteed by Governments, supranationals, federal real return bonds, mortgage-backed securities, mortgages, asset-backed securities, non-convertible preferred shares, term deposits, guaranteed investment certificates, insurance contracts, private placements and bonds where capital, interest or both are linked to increases in the cost-of-living (i.e. real return bonds).

c) Equities

Common shares, preferred shares, American Depository Receipts, Global Depository Receipts, rights, warrants, installment receipts, index units, income trust units and securities convertible into common shares.

d) Derivatives

Derivatives are a type of financial contract which can be traded on an exchange or over the counter for which the value is dependent on an underlying asset, group of assets or a benchmark; common derivatives include futures contracts, forwards, options and swaps. The pooled funds in which the Fund invests may invest directly in derivatives to create synthetic exposures, or for hedging purposes, if their objectives and strategies permit, and if the exposure to derivatives is subject to limits based on the intended use and strategies for derivatives and the risks associated with them. Derivatives may also be used to hedge currency and provide downside protection. Derivatives may not be used for speculative trading or to create a portfolio with leverage. Investment funds that invest in derivatives must comply with all applicable law and must be invested and managed in accordance with regulatory derivatives best practices.

e) Infrastructure

Listed, direct or indirect investments in the debt or equity securities of infrastructure entities including the transportation, energy, utilities, telecommunications, and social infrastructure sectors.

f) Real Estate

REITs, direct or indirect investments in the debt or equity securities of real property assets including industrial, office, retail, multi-residential, agriculture and timberland properties.

g) Pooled Funds

Investments in open-ended or closed-ended pooled funds provided that the assets

of such funds are permissible investments under the SIPP. While the SIPP is intended to guide the management of the assets, it is recognized that, where pooled funds are held, there may be instances where there is a conflict between the SIPP and the investment policy of a pooled fund. In that case, the pooled fund policy shall dominate, subject to the compliance reporting procedures outlined in Section 3 of the Fund Implementation Procedures. However, the Investment Manager is expected to advise the University in the event of any material discrepancies between the above guidelines and the pooled fund's own investment guidelines. In addition, the Investment Manager will ensure that the University has received a copy of the most recent version of the pooled fund policy and of any amendments made to the pooled fund policy.

16) Minimum Quality Requirements

a) Quality Standards

Within the investment restrictions for individual portfolios, all portfolios should hold a prudently diversified exposure to the intended market.

- i. The minimum quality standard for individual bonds and debentures is 'BBB' or equivalent as rated by at least two Recognized Bond Rating Agencies, at the time of purchase. Where an investment in the portfolio is downgraded below a 'BBB' rating, the following steps will be taken:
 - The Investment Manager will notify the University of the downgrade by telephone at the earliest possible opportunity;
 - Within ten business days of the downgrade, the Investment Manager will
 advise the University in writing of the course of action taken or to be taken
 by the Investment Manager, and its rationale; and
 - Immediately upon downgrade, the Investment Manager will place the
 asset on a Watch List subject to monthly review by the Investment
 Manager with the University until such time as the security matures, is
 sold or until it is upgraded to a level consistent with the purchase quality
 standards as expressed in the guidelines mentioned above.
- ii. In cases in which the Recognized Bond Agencies to do not agree on the credit rating, the bond will be classified according to the methodology used by FTSE Canada, which states:
 - If two agencies rate a security, use the lower of the two ratings;
 - If three agencies rate a security, use the middle of the three ratings; or
 - If all four rate a security, use the middle of the three lowest ratings.

b) Rating Agencies

For the purposes of the SIPP, the following rating agencies shall be considered to be 'Recognized Bond Rating Agencies:

- i. Dominion Bond Rating Agency;
- ii. Standard and Poor's:
- iii. Moody's Investors Services,
- iv. Fitch Ratings

17) Maximum Quantity Requirements

a) Total Fund Level

The Fund shall not, directly or indirectly, lend or invest moneys of the Fund to or in any one person, any associated persons or any affiliated corporations if:

- 10% or more of the total market value of the Fund's assets has already been lent or invested in total to, or in, the person, the associated persons or the affiliated corporations; or
- ii. 10% or more of the total market value of the Fund's assets would be lent or invested in total to, or in, the person, the associated persons or the affiliated corporations as a result of the loan or investment.
- iii. Holdings issued by the Government of Canada and its agencies are exempt from the above mentioned 10% limitation.

The Fund shall not directly or indirectly, invest the moneys of the Fund in the securities of a corporation to which are attached more than 20% of the votes that may be cast to elect the directors of the corporation.

b) Fixed Income

- i. Maximum 15% of the market value of the Canadian fixed income securities shall be invested in BBB bonds or debentures
- ii. Maximum 10% of the actively managed fixed income portfolio may be invested in debt denominated in US currency, including debt issued by the US Government, its agencies and instrumentalities. No other foreign currency debt will be purchased.

c) Equities

No one equity holding shall represent more than 10% of the total market value of the Investment Manager's portfolio.

18) Investment Manager Compliance

Investment Managers must be compliant with this Policy, the Fund's Fund Implementation Procedures and the University's Responsible Investment Policy.

The Investment Managers shall not make investments in asset categories other than

those explicitly permitted in this Policy, unless the University first consents in writing.

19) Securities and Cash Lending

The Investment Managers and custodian may participate in securities lending programs for the purpose of generating revenue.

Such loans must be secured by cash and/or readily marketable government bonds, treasury bills and/or letters of credit, discount notes, banker's acceptances of Canadian chartered banks or high quality, liquid equities. The amount of collateral taken for securities lending should reflect OSFI standards and best practices in local markets. This market value relationship must be calculated at least daily.

Investment Managers and custodians participating in securities lending will make available the terms and conditions of any securities lending program(s) with the University.

20) Short Selling

Short selling and/or pair trading are not permitted.

21) Liquidity

Investments should be liquid enough so that they can be sold in a reasonable period of time. The investments should be valued at least monthly and selected to ensure sufficient liquidity to meet transaction needs.

22) Borrowing

The Fund shall not borrow money, except to cover short-term contingency and the borrowing is for a period that does not exceed ninety days.

23) Monitoring

Compliance with this Policy, together with relevant risk metrics, will be monitored quarterly including:

- Achievement of the total return objective
- ii. Liquidity requirements
- iii. Asset mix limits
- iv. Credit quality requirements
- v. Single issuer limits
- vi. Investment Manager Performance and related ESG integration

24) Conflicts of Interest

a) Responsibilities

This standard, which is consistent with University Policy 69 (Conflict of Interest), applies to the University and the members of the University, as well as to all agents employed by them, in the execution of their responsibilities (the "Affected Persons").

An "agent" is defined to mean a company, organization, association or individual, as well as its employees who are retained by the University to provide specific services with respect to the investment, administration and management of the assets of the Fund.

b) Disclosure

In the execution of their duties, the Affected Persons shall disclose any material conflict of interest relating to them, or any material ownership of securities, which could impair their ability to render unbiased advice, or to make unbiased decisions, affecting the administration of the Fund assets.

Further, it is expected that no Affected Person shall make any personal financial gain (direct or indirect) because of his or her fiduciary position. However, normal and reasonable fees and expenses incurred in the discharge of their responsibilities are permitted if documented and approved by the University

No Affected Person shall accept a gift or gratuity or other personal favour, other than one of nominal value, from a person with whom they deal with in the course of performance of his or her duties and responsibilities for the Fund.

It is incumbent on any Affected Person who believes that he or she may have a conflict of interest, or who is aware of any conflict of interest, to disclose full details of the situation to the attention of the University immediately. The University, in turn, will decide what action is appropriate under the circumstances but, at a minimum, will table the matter at the next regular meeting of the F&I Committee.

No Affected Person who has or is required to make a disclosure as contemplated in this Policy shall participate in any discussion, decision or vote relating to any proposed investment or transaction in respect of which he or she has made or is required to make disclosure.

25) Voting Rights

The voting rights acquired through the investments held by the Fund are delegated to the Investment Managers of the securities. Investment Managers are expected to exercise all voting rights related to investments held by the Fund in the interests of the University. Investment Managers shall report their voting activities to the University on a quarterly basis documenting how they voted as well as how ESG

factors were included in the rationale for the voting decision.

26) Valuations of Investments Not Regularly Traded

The following principles will apply for the valuation of investments that are not traded regularly:

a) Equities

Average of bid-and-ask prices from two major investment dealers, at least once every month.

b) Fixed Income

Same as for equities.

c) Real Assets

The fair value of infrastructure and real estate investments is determined by the general partner or the pooled fund Investment Manager based on industry standards which may include consideration of previous transaction prices, discounted cash flow, and the valuations of other comparable publicly traded investments. Limited partnerships and pooled funds will be audited annually by a qualified independent third party appointed by the fund's general partner or Investment Manager.

27) Related Party Transactions

The University, on behalf of the Fund, may not enter into a transaction with a related party unless:

- i. The transaction is made for the operation or administration of the Fund under terms and conditions that are not less favourable to the Fund than market terms and conditions and such transaction does not involve the making of loans to, or investments in, the related party; or
- ii. The combined value of all transactions with the same related party is nominal or the transaction(s) is immaterial to the Fund.

For the purposes of this section, only the market value of the combined assets of the Fund shall be used as the criteria to determine whether a transaction is nominal or immaterial to the Fund. Transactions less than 0.5% of the combined market value of the assets of the Fund are considered nominal.

In addition, the prohibition to entering into transactions with a related party does not apply to investments:

 In securities issued or fully guaranteed by the Government of Canada, the government of a province, or an agency of either one of them;

- ii. In a fund composed of mortgage-backed securities that are fully guaranteed by the Government of Canada, the government of a province, or an agency of either one of them;
- iii. In a fund that replicates the composition of a widely recognized index of a broad class of securities traded at a marketplace; and
- iv. That involve the purchase of a contract or agreement in respect of which the return is based on performance of a widely recognized index of a broad class of securities traded at a marketplace.

A "related party" in respect of the Fund means:

- i. A person who is the administrator of the Fund including any officer, director or employee of the administrator. It also includes the Managers and their employees, a union representing employees of the employer, a spouse or child of the persons named previously, or a corporation that is directly or indirectly controlled by the persons named previously, among others.
- ii. An officer, director or employee of one of the administrators of the Fund;
- iii. A person responsible for holding or investing the assets of the Fund, or any officer, director or employee thereof:
- iv. An association or union representing employees of the University, or an officer or employee thereof;
- v. The spouse or child of any person referred to in any of paragraphs (i) to (iv);
- vi. An affiliate of the University;
- vii. A corporation that is directly or indirectly controlled by a person referred to in any of paragraphs (i) to (vi); and/or
- viii. An entity in which a person referred to in paragraph (i) or (ii), or the spouse or a child of such a person, has a substantial investment.

Finance & Investment Committee Attachment #2 (Regular)

Fund Implementation Procedures

University of Waterloo Endowment

Effective: <insert effective date>

APPROVED on this <insert F&I approval date>



Contents

1)	Delegation of Responsibility	. 3
2)	Performance Measurement	. 5
3)	Compliance Reporting by Investment Manager	. 5
4)	Monitoring of Asset Mix	. 6
5)	Selecting Investment Managers	. 6
6)	Monitoring Investment Manager Performance	. 6
7)	Dismissal of Investment Manager	. 7
8)	Rebalancing Policy	. 7
Appei	ndix A – Investment Manager Compliance Letter	. 8

This Fund Implementation Procedures ("FIP") document outlines the monitoring and reporting obligations of Board committees, University staff, and third parties engaged to provide services to the University. With respect to the investment of endowment assets ("the Fund"), this policy is intended to be read together with the Statement of Investment Policies and Procedures ("SIPP") established for the Fund, as amended from time to time. To the extent there is any conflict in the investment principles and approach as set out in this FIP or the SIPP, the SIPP shall govern.

1) Delegation of Responsibility

The Board of Governors (the "Board") of the University of Waterloo (the "University") has established a Finance and Investment Committee ("F&I") to assist in the determination of the University's overall investment philosophy, policies, objectives and strategies. The University assists in carrying out the responsibilities listed below.

a) The F&I Committee will:

- i. review, and either confirm or amend, this document at least annually;
- ii. review the Fund SIPP at least annually and, if necessary, make recommendations for changes to the Board;
- iii. approve the content of this FIP;
- iv. review Investment Manager performance, total Fund performance, and achievement of the total return objective on a quarterly basis;
- v. make recommendations on the selection and/or dismissal of Investment Managers and new investment funds to the Board;
- vi. review and recommend to the Board the purchase and/or sale of specific investments;
- vii. commission asset allocation studies, as necessary, in the case of significant changes in capital market forecasts;
- viii. be responsible for the delegation of any responsibilities not specifically mentioned.

b) The Board will:

- i. approve changes to the Fund SIPP;
- ii. approve new Investment Managers and new investment funds; and
- iii. approve the dismissal of existing Investment Managers

c) The Investment Managers will:

i. forward to the University staff quarterly reviews of investment performance,

- expectations of future returns on various asset classes and proposed investment strategies for the following 12 to 24 months;
- ii. manage asset mix and select securities within each asset class, subject to applicable legislation and the philosophy and other constraints set out in the SIPP, this document, and the Responsible Investment Policy (RIP);
- iii. forward to the University staff quarterly reports describing their ESG analysis, approach and metrics, and periodically forward climate risk assessment of their portfolio, including any scenario analysis;
- iv. advise University staff immediately of any changes in its senior investment personnel and/or significant changes in the size or mix of assets managed;
- v. comply with all relevant laws concerning the investment of the Fund;
- vi. complete and deliver a compliance report (Appendix A), or equivalent to the University staff each quarter. The compliance report will indicate whether or not the Investment Manager was in compliance with applicable laws, the SIPP and the RIP during the quarter. In the event that the Investment Manager is not in compliance with this statement, the Investment Manager is required to advise University staff immediately, detail the nature of the noncompliance and recommend the appropriate course of action to remedy the situation;
- vii. comply, at all times and in all respects, with the Code of Ethics and Standards of Professional Conduct as promulgated by the CFA Institute; and
- viii. in managing the Fund assets, the Investment Manager shall at all times exercise the degree of care that a person of ordinary prudence would exercise in dealing with the property of another person and shall use all relevant knowledge and skill which it possesses, or by reason of its profession, ought to possess.

d) The Custodian/Trustee will:

- i. fulfill the regular duties required by law of a Custodian/Trustee and perform the specific duties required of the Custodian/Trustee pursuant to agreements entered into from time to time with the University; and
- ii. provide University staff with monthly portfolio reports of all assets of the Fund and transactions during the period.

e) Performance Measurement Service Providers will:

- i. provide detailed performance reporting in the required format; and
- ii. provide carbon metrics for the total Fund asset portfolio

f) University Staff will:

- prepare reporting for the F&I on Fund investment matters and act as resources to the Committee in this regard;
- ii. act as a contact for contracted third party professional firms relating to the investment of the Fund's assets and provide administration and monitoring related to these firms' contracts and deliverables:
- iii. provide F&I with cash flow information as necessary, or requested;
- iv. monitor Investment Manager's and overall compliance with the SIPP, FIP, and RIP;
- v. appoint Performance Measurement Service Providers.

2) Performance Measurement

For purposes of evaluating the performance of the Fund and the Investment Managers, all rates of returns are measured over rolling four-year periods. Return objectives are net of fees and include realized and unrealized capital gains, or losses, plus income from all sources.

In addition to performance criteria, the following factors will also be monitored and evaluated:

- i. stability of the investment firm (personnel, assets under administration, operational capabilities, etc.);
- ii. investment objective and portfolio composition;
- iii. changes in the investment philosophy used in the investment fund;
- iv. consistency of style or approach;
- v. adherence to investment policy statement; and
- vi. ESG analysis and reporting including climate risk assessment and carbon metrics

3) Compliance Reporting by Investment Manager

The Investment Manager is required to complete and deliver a compliance report to the University staff each quarter. The compliance report will indicate whether or not the Investment Manager was in compliance with the SIPP, FIP and RIP during the quarter.

In the event that an Investment Manager is not in compliance, the Investment Manager is required to advise University staff immediately, detail the nature of the non-compliance and recommend an appropriate course of action to remedy the situation.

While the guidelines in the SIPP are intended to guide the management of the assets, it is recognized that, where pooled funds are held, there may be instances where there is a conflict between the SIPP and the investment policy of a pooled

fund. In that case, the pooled fund policy shall dominate, subject to the compliance reporting procedures outlined in this section. However, the Investment Manager is required to advise University staff, in advance, if there are any material discrepancies between the SIPP and the pooled fund's own investment guidelines. In addition, the Investment Manager will ensure that University staff have received a copy of the most recent version of the pooled fund policy and of any amendments made to the pooled fund policy.

4) Monitoring of Asset Mix

In order to ensure that the assets of the Fund operate within the minimum and maximum ranges, University staff shall review the asset mix at least quarterly. Please refer to the section on Rebalancing Policy.

5) Selecting Investment Managers

Should F&I determine that there is a requirement for an additional Investment Manager, F&I will establish a sub-committee to undertake an Investment Manager search. The criteria used for selecting an Investment Manager will be consistent with the investment and risk philosophy set out in the SIPP. Although each search process will apply a specific list of considerations, the evaluation criteria shall include:

- i. establishing the relevant performance benchmark;
- ii. performance history;
- iii. quality of the firm and the fund specific investment team;
- iv. quality and consistency of the fund's investment process;
- v. quality and transparency in reporting including valuation methods;
- vi. ESG integration within the investment process and related reporting, including reporting on the Manager's integration of climate related risk factors and disclosure of carbon metrics;
- vii. risk management approach;
- viii. competitiveness of fees; and
- ix. terms of the applicable investment management agreement

6) Monitoring Investment Manager Performance

At least quarterly, the University will monitor and review:

- i. each Investment Manager's staff turnover, consistency of style and record of service;
- ii. each Investment Manager's current economic outlook and investment strategies including ESG approach;

- iii. each Investment Manager's compliance with the SIPP, FIP and RIP; and
- iv. together with the F&I Committee, the investment performance of the assets of the Fund in relation to the rate of return expectations outlined in the SIPP

7) Dismissal of Investment Manager

Reasons for considering the termination of the services of an Investment Manager include, but are not limited to, the following factors:

- i. performance results which are below the stated performance benchmarks;
- ii. changes in the overall structure of the Fund's assets such that the Investment Manager's services are no longer required;
- iii. change in personnel, firm structure or investment philosophy which might adversely affect the potential return and/or risk level of the portfolio; and/or
- iv. failure to adhere to the SIPP, FIP, or RIP

8) Rebalancing Policy

F&I shall monitor the asset mix on a quarterly basis. Rebalancing will occur when the market value of an asset class varies from the limits set out in the SIPP, or if any individual Investment Manager's component exceeds a limit set out in the SIPP.

Rebalancing will be generally implemented within two quarters by:

- i. redirecting the net cash flows;
- ii. transfer of cash between portfolios; and/or
- iii. liquidating exceedances and directing those to assets below the benchmark taking into account the transaction costs and liquidity of the particular asset class

Notwithstanding the rebalancing policy, in certain circumstances, F&I may adjust the weight of any asset class within the permitted ranges for the purpose of protecting capital and managing risk.

Appendix A – Investment Manager Compliance Letter

To be completed by Investment Managers each quarter.

UNIVERSITY OF V	VATERLOO
	, 202

This is to certify that I/we have adhered to the guidelines contained in the <insert new effective date> version of the Statement of Investment Policies and Procedures and the Responsible Investment Policy, as approved by the University's Board of Governors and in the <insert new effective date> version of the Fund Implementation Procedures, as approved by the University's Finance and Investment Committee, for the University of Waterloo Endowment Fund.

Signed	
On behalf of	
Date	

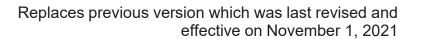
Finance & Investment Committee Attachment #3 (Regular)

Statement of Investment Policies and Procedures

University of Waterloo IQC Trust Fund

Effective: <insert effective date>

APPROVED on this <insert Board approval date>



Contents

Introdu	ction	3
1)	Purpose and Scope of Policy	3
2)	Administration	3
Investn	nent Principles	3
3)	General Guidelines	3
4)	Objective of the Fund	4
5)	Investment Objectives	4
6)	Portfolio Return Objectives	4
7)	Expected Volatility	4
8)	Equity Returns/Risk	4
9)	Diversification	4
10)	Liquidity	5
11)	Currency Hedging	5
12)	Asset Mix	5
13)	Rebalancing	6
14)	Responsible Investing	6
15)	Permitted Investments	6
16)	Minimum Quality Requirements	8
17)	Maximum Quantity Requirements	9
18)	Investment Manager Compliance	10
19)	Securities and Cash Lending	10
20)	Short Selling	10
21)	Liquidity	10
22)	Borrowing	10
23)	Monitoring	10
Genera	I Provisions	11
24)	Conflicts of Interest	11
25)	Voting Rights	12
26)	Valuations of Investments Not Regularly Traded	12
27)	Related Party Transactions	12

Introduction

1) Purpose and Scope of Policy

The Institute for Quantum Computing (IQC) is a scientific research institute harnessing the quantum laws of nature to develop powerful new technologies that will transform information technology.

This Statement of Investment Policies and Procedures (the "SIPP") provides the framework for the investment of the assets for the University of Waterloo IQC Trust Fund ("Fund").

To provide investment income within acceptable risk tolerances, it is necessary to strive for sufficient/appropriate real investment returns on the Fund assets over short-, medium- and long-term periods. The investment philosophy, policies and procedures adopted in this document will assist in the achievement of this goal in a prudent and effective manner.

This document has been developed taking into account factors such as:

- i. The nature of the Fund's spending requirements;
- ii. Historical and expected capital market returns; and
- iii. The benefits of investment diversification.

The Finance & Investment Committee shall annually review and either confirm or recommend amendments to this Policy to the Board who may amend this Policy. The University of Waterloo (the "University") will provide any amended copy of this Policy to the Investment Managers.

2) Administration

The University is the legal owner of the Fund and is therefore responsible for all matters relating to the administration, interpretation and application of the Fund. The University shall exercise the care, diligence and skill in the administration and investment of the Fund that a person of ordinary prudence would exercise. Such persons must further use all knowledge and skill that they possess or ought to possess.

Investment Principles

3) General Guidelines

The investments of the Fund must comply with the requirements and restrictions imposed by the applicable legislation.

4) Objective of the Fund

The objective of the Fund is to provide funds to support IQC's ongoing activities, subject to an appropriate level of risk. As the significant donation that established the IQC Trust is not an endowment, all funds of the trust are ultimately meant to be spent.

5) Investment Objectives

Return objectives for the Fund are established taking into consideration factors including: rate of return sufficient to meet future expenses, investment horizon of the Fund, historical and expected capital market returns, volatility of different asset classes, financial implications of Environmental, Social and Governance ("ESG") factors, benefits of investment diversification, and the University's risk tolerance with respect to the Fund.

6) Portfolio Return Objectives

Earn a rate of return, after investment expenses, of CPI¹ + 3% over four-year moving periods.

Achieve a minimum absolute rate of return, after investment expenses, which exceeds the benchmark return by 0.25% over four-year moving periods.

7) Expected Volatility

The volatility of the assets of the Fund is directly related to its asset mix. The Benchmark Portfolio in Section 13 has been constructed with the expected returns and related risks in mind. Provided the Fund's investment structure stays within the permitted ranges for each asset class, the volatility of the Fund's returns should be similar to that of the Benchmark Portfolio.

8) Equity Returns/Risk

While the level of equity exposure drives much of the risk level of the Fund assets, equities are expected to outperform fixed income over the long-term. Therefore, the investment strategy will include appropriate exposure to equities as part of providing the long-term risk adjusted returns necessary to fund the spending requirements of the Fund.

9) Diversification

Diversification is intended to expose the Fund to opportunities to reduce investment

¹ CPI Source: Bank of Canada Total CPI

concentration risk. The Fund will pursue diversification by asset class and geography in its asset mix and by investment style in the selection of its investment managers.

To facilitate diversification, a diversified investment manager has been adopted for the Fund consisting of several managers. This structure has been adopted, as it is believed that the different investment mandates will result in increased diversification, while reducing the 'manager risk' effect for the Fund.

10) Liquidity

The investment strategy should provide sufficient liquidity to meet the Fund's financial obligations, while ensuring the Fund does not contain excessive cash or low yielding liquid assets.

11) Currency Hedging

Currency movements relative to the Canadian dollar are not expected to have a significant impact over the long term. The Fund policy is to not hedge currency at the total fund level. Over shorter periods, currency movements may increase volatility and currency hedging may be employed by Investment Managers where expressly permitted.

12) Asset Mix

The Fund will be invested in a broad range of assets with the goal of meeting or exceeding return expectations and mitigating investment risks. The following benchmark portfolio ("Benchmark Portfolio") is representative of the long-term asset mix policy for the Fund.

At all times, the market value of the individual asset classes will be within the minimum and maximum aggregate investment limits as listed.

Assets	Minimum %	Maximum %	Benchmark Portfolio %	Benchmark
Cash ¹	5	10	7.5	FTSE Canada 91-Day T-Bill Index
Fixed Income	25	40	32.5	FTSE Canada Universe Overall Bond Index
Total Fixed Income	25	40	32.5	
Canadian Equity	20	30	25	S&P/TSX Composite Index

Global Equity	20	30	25	MSCI ACWI (CAD)
Total Equity	40	60	50	
Infrastructure			5	FTSE Developed Core Infrastructure 50/50
Real Estate			5	FTSE EPRA/NAREIT Developed (CAD)
Real Assets	0	20	10	

¹ Minimum \$8 million held for expendable

For the purpose of the total asset mix described above, the Investment Managers' asset class pooled funds are deemed to be 100% invested, even though these funds may contain a portion held in cash and cash equivalent instruments.

13) Rebalancing

At all times, the market value of the individual asset classes will be within the minimum and maximum aggregate investment limits prescribed in Section 12 (Asset Mix) but may deviate from the benchmark portfolio.

14) Responsible Investing

Consistent with its obligation to act in the best interest of the Fund, the University chooses investments and investment managers that it believes will deliver superior financial performance over the long term. In this regard, when selecting investment managers or direct investments, the University considers criteria that include: the manager's business and staff; historical performance; and the consideration of environmental, social and governance ("ESG") factors in the investment process, including climate change risks and opportunities, which may have a financial impact on the investments, as well as the Investment Manager's Responsible Investment Policy. The adoption of sound ESG practices is intended to reduce financial risk over all time periods and offer enhanced long-term value to the Fund.

The Fund's ESG practices are further detailed in the University of Waterloo Responsible Investment Policy

15) Permitted Investments

In general, and subject to the restrictions in this document, the Investment Manager may invest in any of the following asset classes and in any of the investment instruments listed.

a) Cash and Short-Term Investments

Cash on hand, demand deposits, treasury bills, short-term notes and bankers' acceptances, commercial paper, term deposits and guaranteed investment certificates having a term of less than or equal to one year.

b) Fixed Income

Bonds, debentures, or other debt instruments of corporations, Canadian Governments, Government agencies, or guaranteed by Governments, supranationals, federal real return bonds, mortgage-backed securities, mortgages, asset-backed securities, non-convertible preferred shares, term deposits, guaranteed investment certificates, insurance contracts, private placements and bonds where capital, interest or both are linked to increases in the cost-of-living (i.e. real return bonds).

c) Equities

Common shares, preferred shares, American Depository Receipts, Global Depository Receipts, rights, warrants, installment receipts, index units, income trust units and securities convertible into common shares.

d) Derivatives

Derivatives are a type of financial contract which can be traded on an exchange or over the counter for which the value is dependent on an underlying asset, group of assets or a benchmark; common derivatives include futures contracts, forwards, options and swaps. The pooled funds in which the Fund invests may invest directly in derivatives to create synthetic exposures, or for hedging purposes, if their objectives and strategies permit, and if the exposure to derivatives is subject to limits based on the intended use and strategies for derivatives and the risks associated with them. Derivatives may also be used to hedge currency and provide downside protection. Derivatives may not be used for speculative trading or to create a portfolio with leverage. Investment funds that invest in derivatives must comply with all applicable law and must be invested and managed in accordance with regulatory derivatives best practices

e) Infrastructure

Listed, direct or indirect investments in the debt or equity securities of infrastructure entities including the transportation, energy, utilities, telecommunications and social infrastructure sectors.

f) Real Estate

REITs, direct or indirect investments in the debt or equity securities of real property assets including industrial, office, retail, multi-residential, agriculture and timberland properties.

g) Pooled Funds

Investments in open-ended or closed-ended pooled funds provided that the assets of such funds are permissible investments under the SIPP. While the SIPP is intended to guide the management of the assets, it is recognized that, where pooled funds are held, there may be instances where there is a conflict between the SIPP and the investment policy of a pooled fund. In that case, the pooled fund policy shall dominate, subject to the compliance reporting procedures outlined in Section 3 of the Fund Implementation Procedures. However, the investment manager is expected to advise the University in the event of any material discrepancies between the above guidelines and the pooled fund's own investment guidelines. In addition, the investment manager will ensure that the University has received a copy of the most recent version of the pooled fund policy and of any amendments made to the pooled fund policy.

16) Minimum Quality Requirements

a) Quality Standards

Within the investment restrictions for individual portfolios, all portfolios should hold a prudently diversified exposure to the intended market.

- i. The minimum quality standard for individual bonds and debentures is 'BBB' or equivalent as rated by at least two Recognized Bond Rating Agencies, at the time of purchase. Where an investment in the portfolio is downgraded below a 'BBB' rating, the following steps will be taken:
 - The investment manager will notify the University of the downgrade by telephone at the earliest possible opportunity;
 - Within ten business days of the downgrade, the Investment Manager will
 advise the University in writing of the course of action taken or to be taken
 by the investment manager, and its rationale; and
 - Immediately upon downgrade, the investment manager will place the
 asset on a Watch List subject to monthly review by the investment
 manager with the University until such time as the security matures, is
 sold or until it is upgraded to a level consistent with the purchase quality
 standards as expressed in the guidelines mentioned above.
- ii. In cases in which the Recognized Bond Agencies to do not agree on the credit rating, the bond will be classified according to the methodology used by FTSE TMX, which states:
 - If two agencies rate a security, use the lower of the two ratings;

- If three agencies rate a security, use the middle of the three; or
- If all four agencies rate a security, use the middle rating of the three lowest ratings.

b) Rating Agencies

For the purposes of these Guidelines, the following rating agencies shall be considered to be 'Recognized Bond Rating Agencies:

- i. Dominion Bond Rating Agency;
- ii. Standard and Poor's;
- iii. Moody's Investors Services; and
- iv. Fitch Ratings

17) Maximum Quantity Requirements

a) Total Fund Level

The University shall not, directly or indirectly, lend or invest moneys of the Fund to or in any one person, any associated persons or any affiliated corporations if:

- 10% or more of the total market value of the Fund's assets has already been lent or invested in total to, or in, the person, the associated persons or the affiliated corporations; or
- ii. 10% or more of the total market value of the Fund's assets would be lent or invested in total to, or in, the person, the associated persons or the affiliated corporations as a result of the loan or investment.

Holdings issued by the Government of Canada and its agencies are exempt from the above mentioned 10% limitation.

The Fund shall not directly or indirectly, invest the moneys of the Fund in the securities of a corporation to which are attached more than 20% of the votes that may be cast to elect the directors of the corporation.

b) Fixed Income

- i. Maximum 15% of the market value of the Canadian fixed income securities shall be invested in BBB bonds or debentures
- ii. Maximum 10% of the actively managed fixed income portfolio may be invested in debt denominated in US currency, including debt issued by the US Government, its agencies and instrumentalities. No other foreign currency debt will be purchased.

c) Equities

No one equity holding shall represent more than 10% of the total market value of the Investment Manager's portfolio.

18) Investment Manager Compliance

Investment Managers must be compliant with this Policy and the Fund's Fund Implementation Procedures.

The Investment Managers shall not make investments in asset categories other than those explicitly permitted in this Policy unless the Plan first consents in writing.

19) Securities and Cash Lending

The Investment Managers and custodian may participate in securities lending programs for the purpose of generating revenue.

Such loans must be secured by cash and/or readily marketable government bonds, treasury bills and/or letters of credit, discount notes, banker's acceptances of Canadian chartered banks or high quality, liquid equities. The amount of collateral taken for securities lending should reflect OSFI standards and best practices in local markets. This market value relationship must be calculated at least daily.

Investment Managers and custodians participating in securities lending will make available the terms and conditions of any securities lending program(s) with the University.

20) Short Selling

Short selling and/or pair trading are not permitted.

21) Liquidity

Investments should be liquid enough so that they can be sold in a reasonable period of time. The investments should be valued at least monthly and selected to ensure sufficient liquidity to meet transaction needs.

22) Borrowing

The Fund shall not borrow money, except to cover short-term contingency and the borrowing is for a period that does not exceed ninety days.

23) Monitoring

Compliance with this Policy, together with relevant risk metrics, will be monitored quarterly including:

i. Achievement of the total return objective

- ii. Liquidity requirements
- iii. Asset mix limits
- iv. Credit quality requirements
- v. Single issuer limits
- vi. Investment Manager Performance and related ESG integration

General Provisions

24) Conflicts of Interest

a) Responsibilities

This standard, which is consistent with University Policy 69 (Conflict of Interest), applies to the University and the members of the University, as well as to all agents employed by them, in the execution of their responsibilities (the "Affected Persons").

An "agent" is defined to mean a company, organization, association or individual, as well as its employees who are retained by the University to provide specific services with respect to the investment, administration and management of the assets of the Fund.

b) Disclosure

In the execution of their duties, the Affected Persons shall disclose any material conflict of interest relating to them, or any material ownership of securities, which could impair their ability to render unbiased advice, or to make unbiased decisions, affecting the administration of the Fund assets.

Further, it is expected that no Affected Person shall make any personal financial gain (direct or indirect) because of his or her fiduciary position. However, normal and reasonable fees and expenses incurred in the discharge of their responsibilities are permitted if documented and approved by the University

No Affected Person shall accept a gift or gratuity or other personal favour, other than one of nominal value, from a person with whom they deal with in the course of performance of his or her duties and responsibilities for the Fund.

It is incumbent on any Affected Person who believes that he or she may have a conflict of interest, or who is aware of any conflict of interest, to disclose full details of the situation to the attention of the University immediately. The University, in turn, will decide what action is appropriate under the circumstances but, at a minimum, will table the matter at the next regular meeting of the F&I Committee.

No Affected Person who has or is required to make a disclosure as contemplated in this Policy shall participate in any discussion, decision or vote relating to any proposed investment or transaction in respect of which he or she has made or is required to make disclosure.

25) Voting Rights

The voting rights acquired through the investments held by the Fund are delegated to the Investment Managers of the securities. Investment Managers are expected to exercise all voting rights related to investments held by the Fund in the interests of the University. Investment Managers shall report their voting activities to the University on a quarterly basis documenting how they voted as well as how ESG factors were included in the rationale for the voting decision.

26) Valuations of Investments Not Regularly Traded

The following principles will apply for the valuation of investments that are not traded regularly:

a) Equities

Average of bid-and-ask prices from two major investment dealers, at least once every month.

b) Fixed Income

Same as for equities.

c) Real Assets

The fair value of infrastructure and real estate investments is determined by the general partner or the pooled fund Investment Manager based on industry standards which may include consideration of previous transaction prices, discounted cash flow, and the valuations of other comparable publicly traded investments. Limited partnerships and pooled funds will be audited annually by a qualified independent third party appointed by the fund's general partner or Investment Manager.

27) Related Party Transactions

The University, on behalf of the Fund, may not enter into a transaction with a related party unless:

- The transaction is made for the operation or administration of the Fund under terms and conditions that are not less favourable to the Fund than market terms and conditions and such transaction does not involve the making of loans to, or investments in, the related party; or
- ii. The combined value of all transactions with the same related party is nominal or the transaction(s) is immaterial to the Fund.

For the purposes of this section, only the market value of the combined assets of the Fund shall be used as the criteria to determine whether a transaction is nominal or immaterial to the Fund. Transactions less than 0.5% of the combined market value of the assets of the Fund are considered nominal.

In addition, the prohibition to entering into transactions with a related party does not apply to investments:

- i. In securities issued or fully guaranteed by the Government of Canada, the government of a province, or an agency of either one of them;
- ii. In a fund composed of mortgage-backed securities that are fully guaranteed by the Government of Canada, the government of a province, or an agency of either one of them;
- iii. In a fund that replicates the composition of a widely recognized index of a broad class of securities traded at a marketplace; and
- iv. That involve the purchase of a contract or agreement in respect of which the return is based on performance of a widely recognized index of a broad class of securities traded at a marketplace.

A "related party" in respect of the Fund means:

- i. A person who is the administrator of the Fund including any officer, director or employee of the administrator. It also includes the Managers and their employees, a union representing employees of the employer, a spouse or child of the persons named previously, or a corporation that is directly or indirectly controlled by the persons named previously, among others.
- ii. An officer, director or employee of one of the administrators of the Fund;
- iii. A person responsible for holding or investing the assets of the Fund, or any officer, director or employee thereof;
- iv. An association or union representing employees of the University, or an officer or employee thereof;
- v. The spouse or child of any person referred to in any of paragraphs (i) to (iv);
- vi. An affiliate of the University;
- vii. A corporation that is directly or indirectly controlled by a person referred to in any of paragraphs (i) to (vi); and/or
- viii. An entity in which a person referred to in paragraph (i) or (ii), or the spouse or a child of such a person, has a substantial investment.

Finance & Investment Committee Attachment #4 (Regular)

Fund Implementation Procedures

University of Waterloo IQC Trust Fund

Effective: <insert effective date>

APPROVED on this <insert F&I approval date>



Contents

1)	Delegation of Responsibility	. 3
2)	Performance Measurement & Monitoring	. 5
3)	Compliance Reporting by Investment Manager	. 5
4)	Monitoring of Asset Mix	. 6
5)	Selecting Investment Managers	. 6
6)	Monitoring Investment Manager Performance	. 6
7)	Dismissal of Investment Manager	. 7
8)	Rebalancing Policy	. 7
Appe	ndix A – Investment Manager Compliance Letter	. 8

This Fund Implementation Procedures ("FIP") document outlines the monitoring and reporting obligations of Board committees, University staff, and third parties engaged to provide services to the University. With respect to the investment of Institute of Quantum Computing ("IQC") trust fund assets ("the Fund"), this policy is intended to be read together with the Statement of Investment Policies and Procedures ("SIPP") established for the Fund, as amended from time to time. To the extent there is any conflict in the investment principles and approach as set out in this FIP or the SIPP, the SIPP shall govern.

1) Delegation of Responsibility

The Board of Governors ("the Board") of the University of Waterloo (the "University") has established a Finance and Investment Committee ("F&I") to assist in the determination of the University's overall investment philosophy, policies, objectives and strategies. The University assists in carrying out the responsibilities listed below.

a) The F&I Committee will:

- i. review, and either confirm or amend, this document at least annually;
- ii. review the Fund SIPP at least annually and, if necessary, make recommendations for changes to the Board;
- iii. approve the content of this FIP;
- iv. review Investment Manager performance, total Fund performance, and achievement of the total return objective on at least a quarterly basis;
- v. make recommendations on the selection and/or dismissal of Investment Managers and new investment funds to the Board;
- vi. review and approve the purchase and/or sale of specific investments
- vii. commission asset allocation studies, as necessary, in the case of significant changes in capital market forecasts;
- viii. be responsible for the delegation of any responsibilities not specifically mentioned.

b) The Board will:

- i. approve changes to the Fund SIPP;
- ii. approve new Investment Managers and new investment funds;
- iii. approve the dismissal of existing Investment Managers

c) The Investment Managers will:

i. forward to the University staff quarterly reviews of investment performance,

- expectations of future returns on various asset classes and proposed investment strategies for the following 12 to 24 months;
- ii. manage asset mix and select securities within each asset class, subject to applicable legislation and the philosophy and other constraints set out in the SIPP, this document and the Responsible Investment Policy (RIP);
- iii. forward to University staff quarterly reports describing their ESG analysis and approach and metrics, and periodically forward climate risk assessment of their portfolio, including any scenario analysis;
- iv. advise University staff immediately of any changes in its senior investment personnel and/or significant changes in the size or mix of assets managed;
- v. comply with all relevant laws concerning the investment of the Fund;
- vi. complete and deliver a compliance report (Appendix A) to University staff each quarter. The compliance report will indicate whether or not the Investment Manager was in compliance with applicable laws, the SIPP, and the RIP during the quarter. In the event that the Investment Manager is not in compliance with this statement, the Investment Manager is required to advise University staff immediately, detail the nature of the non-compliance and recommend the appropriate course of action to remedy the situation;
- vii. comply, at all times and in all respects, with the Code of Ethics and Standards of Professional Conduct as promulgated by the CFA Institute; and
- viii. in managing the Fund assets, the Investment Manager shall at all times exercise the degree of care that a person of ordinary prudence would exercise in dealing with the property of another person and shall use all relevant knowledge and skill which it possesses, or by reason of its profession, ought to possess.

d) The Custodian/Trustee will:

- i. fulfill the regular duties required by law of a Custodian/Trustee and perform the specific duties required of the Custodian/Trustee pursuant to agreements entered into from time to time with the University; and
- ii. provide University staff with monthly portfolio reports of all assets of the Fund and transactions during the period.

e) Performance Measurement Service Providers will:

- i. provide detailed performance reporting in the required format; and
- ii. provide carbon metrics for the total Fund asset portfolio

f) University Staff will:

i. prepare reporting for the F&I on Fund investment matters and act as

- resources to the Committees in this regard;
- ii. act as a contact for contracted third party professional firms relating to the investment of the Fund's assets and provide administration and monitoring related to these firms' contracts and deliverables;
- iii. provide F&I with cash flow information as necessary, or requested;
- iv. monitor Investment Manager's and overall compliance with the SIPP, and FIP:
- v. appoint Performance Measurement Service Providers.

2) Performance Measurement & Monitoring

For purposes of evaluating the performance of the Fund and the Investment Managers, all rates of returns are measured over rolling four-year periods. Return objectives are net of fees and include realized and unrealized capital gains or losses plus income from all sources.

In addition to performance criteria, the following factors will also be monitored and evaluated:

- i. stability of the investment firm (personnel, assets under administration, operational capabilities, etc.);
- ii. investment objective and portfolio composition;
- iii. changes in the investment philosophy used in the investment fund;
- iv. consistency of style or approach;
- v. adherence to investment policy statement; and
- vi. ESG analysis and reporting including climate risk assessment and carbon metrics

3) Compliance Reporting by Investment Manager

The Investment Manager is required to complete and deliver a compliance report to University staff each quarter. The compliance report will indicate whether or not the Investment Manager was in compliance with the SIPP, FIP and RIP during the quarter.

In the event that an Investment Manager is not in compliance, the Investment Manager is required to advise University staff immediately, detail the nature of the non-compliance and recommend an appropriate course of action to remedy the situation.

While the guidelines in the SIPP are intended to guide the management of the assets, it is recognized that, where pooled funds are held, there may be instances where there is a conflict between the SIPP and the investment policy of a pooled fund. In that case, the pooled fund policy shall dominate, subject to the compliance

reporting procedures outlined in this section. However, the Investment Manager is required to advise University staff, in advance, if there are any material discrepancies between the SIPP and the pooled fund's own investment guidelines. In addition, the Investment Manager will ensure that University staff have received a copy of the most recent version of the pooled fund policy and of any amendments made to the pooled fund policy.

4) Monitoring of Asset Mix

In order to ensure that the assets of the Fund operate within the minimum and maximum ranges, University staff shall review the asset mix at least quarterly. Rebalancing will be conducted as required.

5) Selecting Investment Managers

Should F&I determine that there is a requirement for an additional Investment Manager, F&I will establish a sub-committee to undertake an Investment Manager search. The criteria used for selecting an Investment Manager will be consistent with the investment and risk philosophy set out in the SIPP. Although each search process will apply a specific list of considerations, the evaluation criteria shall include:

- i. establishing the relevant performance benchmark;
- ii. performance history;
- iii. quality of the firm and the fund specific investment team;
- iv. quality and consistency of the fund's investment process;
- v. quality and transparency in reporting including valuation methods;
- vi. ESG integration within the investment process and related reporting, including reporting on the Manager's integration of climate related risk factors and disclosure of carbon metrics;
- vii. risk management approach;
- viii. competitiveness of fees; and
- ix. terms of the applicable investment management agreement

6) Monitoring Investment Manager Performance

At least quarterly, the University will monitor and review:

- Each Investment Manager's staff turnover, consistency of style and record of service;
- ii. Each Investment Manager's current economic outlook and investment strategies (including ESG approach);

- iii. Each Investment Manager's compliance with the SIPP, FIP and RIP; and
- iv. Investment performance of the assets of the Fund in relation to the rate of return expectations outlined in the SIPP with subsequent reporting to the F&I Committee

7) Dismissal of Investment Manager

Reasons for considering the termination of the services of an Investment Manager include, but are not limited to, the following factors:

- i. performance results which are below the stated performance benchmarks;
- ii. changes in the overall structure of the Fund's assets such that the Investment Manager's services are no longer required;
- iii. change in personnel, firm structure or investment philosophy which might adversely affect the potential return and/or risk level of the portfolio; and/or
- iv. failure to adhere to the SIPP, FIP, or RIP

8) Rebalancing Policy

F&I shall monitor the asset mix on a quarterly basis. Rebalancing will occur when the market value of an asset class varies from the limits set out in the SIPP, or if any individual Investment Manager's component exceeds a limit set out in the SIPP.

Rebalancing will be generally implemented within two quarters by:

- i. redirecting the net cash flows;
- ii. transfer of cash between portfolios; and/or
- iii. liquidating exceedances and directing those to assets below the benchmark taking into account the transaction costs and liquidity of the particular asset class

Notwithstanding the rebalancing policy, in certain circumstances, F&I may adjust the weight of any asset class within the permitted ranges for the purpose of protecting capital and managing risk.

Appendix A – Investment Manager Compliance Letter

To be completed by Investment Managers each quarter.

UNIVERSITY OF WATERLOO)
, 202	_

This is to certify that I/we have adhered to the guidelines contained in the <insert new effective date> version of the Statement of Investment Policies and Procedures, as approved by the University's Board of Governors, and in the <insert new effective date> version of the Fund Implement Procedures, as approved by the University's Finance and Investment Committee, for the University of Waterloo IQC Trust Fund.

Signed	
On behalf of	
Date	