



BOARD OF GOVERNORS

OPEN SESSION

TUESDAY, April 16, 2024

1:30 p.m. EST

In person (NH 3407) and Zoom Videoconference

[Governing Documents and Resources](#)

TIMING	AGENDA ITEM	PAGE	ACTION
	Territorial Acknowledgment [deGooyer]		
1:30 p.m.	1. Approval of Agenda a) Declarations of Conflict of Interest b) Approval of Agenda and Consent Items c) Business Arising from the Minutes	5	Decision Information
1:35 p.m.	2. Remarks from the Chair [Gamble]	7	Information
1:45 p.m.	3. Report of the President [Goel] a) General Update b) University Professor Designation	7 9	Information Information
2:15 p.m.	4. Reports from Committees a) Audit & Risk Committee [Hiscock] i) Report from the Chair b) Building & Properties Committee [Saabas] i) Report from the Chair c) Governance Committee [Gamble] i) Report from the Chair ii) Pension & Benefits Committee Terms of Reference d) Pension & Benefits Committee [Fortney] i) Report from the Chair e) Finance & Investment Committee [Ashmore] i) Report from the Chair ii) 2024/25 Operating Budget	11 13 15 17 23 25 27	Information Information Information Decision Information Decision
3:30 p.m.	5. Report of the Vice-President, Academic & Provost [Rush] a) Amendments to Memorandum of Agreement with Faculty Association and Related Amendments to Policy 76 and 77 b) Amendments to Policy 3 and Policy 43	39 131	Decision Decision
3:45 p.m.	6. Other Business	Oral	
3:50 p.m.	BREAK Move to Confidential Session		



TIMING	AGENDA ITEM	PAGE	ACTION
	7. Consent Agenda		
	a) Minutes of the February 6, 2024 Meeting	137	Decision
	b) Report of the Vice-President, Academic & Provost [Rush]	141	
	i) Sabbatical and Administrative Leaves		Decision

GGC/swt/mf
April 9, 2024

Genevieve Gauthier-Chalifour
University Secretary

UPCOMING BOARD AND COMMITTEE MEETINGS AND EVENTS	
June 18, 2024	Board of Governors Meeting
October 29, 2024	Board of Governors Meeting
February 4, 2025	Board of Governors Meeting
April 15, 2024	Board of Governors Meeting

Board Members

Murray Gamble (Chair)
Jagdeep Singh Bachher (Vice-Chair)
Vivek Goel (President and Vice-Chancellor)
Nasser Mohieddin Abukhdeir
Michael Ashmore
Marc Aucoin
Aubrey Basdeo
Linda Blair
Jack deGooyer
Catherine Dong
Michael Eubanks
Teresa Fortney
Rob Gorbet
Neela Hassan
Nancy Heide
Russell Hiscock
Andre Hladio
Bilal Khan
Dorothy McCabe
Terry Mundell
Rory Norris
David Porreca
Karen Redman
John Saabas
Asher Scaini
Dan Weber
Stanley Woo
Genevieve Gauthier-Chalifour (University Secretary)

Vice-Presidents

Charmaine Dean (Vice-President, Research and International)
Nenone Donaldson (Vice-President, Advancement)
Eleanor McMahon (Vice-President, University Relations)
Jacinda Reitsma (Vice-President, Administration & Finance)
James Rush (Vice-President Academic and Provost)

Secretariat

Sarah Willey-Thomas (Associate University Secretary)
Melanie Figueiredo (Governance Officer)
Diana Goncalves (Administrative Officer)
Mike Grivicic (Associate University Secretary)
Tim Weber-Kraljevski (Governance Officer)

Regrets

Dominic Barton (Chancellor)
Ellen MacEachen
Kristiina Montero
Jagdeep Singh Bachher
Kevin Strain
Jennisha Wilson

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For Decision**Open Session**

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **1. Approval of Agenda**

a) Declarations of Conflict of Interest

Members are invited to declare any conflicts related to the open session agenda at this time. Should a conflict of interest arise during the course of discussion, Governors are asked to declare a conflict of interest as it arises.

Governors are reminded that they are to submit an annual conflict of interest declaration in order to comply with Board Bylaw 1, and report any changes in circumstance to the Secretariat. Information and guidance on conflicts of interest is provided on the Secretariat [website](#).

The Secretariat can provide guidance regarding potential conflicts of interest in advance of or during the Board meeting.

b) Approval of Agenda and Consent Items**Recommendation:**

To approve the agenda of the April 16, 2024 Board of Governors meeting, as presented; and, to approve or receive for information consent agenda items 7 a) and b)

Governors wishing to have an item removed from consent to the regular agenda are asked to contact the University Secretary in advance of the meeting. Governors may also request to have items moved to the regular agenda immediately prior to the approval of the agenda.

c) Business Arising from the Minutes

All matters of business arising are addressed throughout the balance of the meeting agenda.

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For Information**Open Session**

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE:

- 2. Remarks from the Chair**
- 3. Report of the President**

2. Remarks from the Chair

Murray Gamble, Chair of the Board of Governors, will provide welcoming remarks to the Board of Governors during the open session.

3. Report of the President**a) General Update**

Dr. Vivek Goel, President and Vice-Chancellor, will provide an update on matters of interest to the Board of Governors.

b) University Professor Designation

Dr. Goel will provide an update on faculty members who have recently received the [University Professor Designation](#).

The University of Waterloo recognizes exceptional scholarly achievement and international pre-eminence through the designation 'University Professor'. Once appointed, a faculty member retains the designation until retirement.

University Professor appointments are reported annually to the Board of Governors to recognize new faculty members who have achieved this prestigious designation.

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UNIVERSITY OF WATERLOO
BOARD OF GOVERNORS
Report of the Vice-President, Academic & Provost
April 16, 2024

FOR INFORMATION

UNIVERSITY PROFESSOR DESIGNATION

The 2024 University Professor designations are **Raouf Boutaba** (Computer Science), **Philippe Van Cappellen** (Earth & Environmental Sciences), and **En-hui Yang** (Electrical and Computer Engineering).

Since 2004, Waterloo has awarded this distinction to 35 other individuals. Please visit the following website for a complete list of designations. [University Professors](#) | [Provost Office](#) | [University of Waterloo \(uwaterloo.ca\)](#)

UNIVERSITY PROFESSOR

The University of Waterloo owes much of its international reputation and stature to the quality of its eminent professors. UW recognizes exceptional scholarly achievement and international pre-eminence through the designation “University Professor”. Once appointed, a faculty member retains the designation until retirement.

Not counting retirees, it is anticipated there will be one University Professor for approximately every 60 full-time regular faculty members, with at most two appointments each year. Such appointments are reported to Senate and the Board of Governors in March and April respectively.

Selection Process

1. Annually, nominations will be sought from Faculty deans, directors of schools and department chairs, as well as from the university community generally. A nominee shall have demonstrated exceptional scholarly achievement and international pre-eminence in a particular field or fields of knowledge. The individual who nominates a colleague is responsible for gathering the documentation and submitting it to the vice-president academic & provost before the December break. The University Tenure & Promotion Committee will act as the selection committee; its decisions are final.
2. A nomination must be supported by at least six signatures from at least two UW departments/schools and must be accompanied by a curriculum vitae and a short, non-technical description of the nominee’s contributions.
3. A nomination must also be accompanied by letters from the nominee’s Dean, and from at least two and no more than five scholars of international standing in the nominee’s field from outside the University. The scholars are to be chosen by the nominee’s Chair/Director in consultation with the Dean and the nominator. The letter of nomination should explain why these particular scholars were chosen.
4. Letters soliciting comments from scholars shall be sent by the Chair/Director. Scholars shall be asked to comment on the impact and specific nature of the nominee’s most influential contributions, addressing their responses directly to the Vice-President, Academic & Provost.
5. The dossiers of unsuccessful nominees remain in the pool for two additional years. The appropriate Dean should provide updated information each year.

James W.E. Rush
Vice-President Academic & Provost

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For Information**Open Session**

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **4.a) Reports from Committees – Audit & Risk Committee**

i) Report from the Chair**Background:**

As a regular item of business at each meeting, a report is provided from each standing committee chair. The Audit & Risk Committee assists the Board in fulfilling its legal and fiduciary obligations with respect to the annual audited financial statements, the overall financial reporting process, the internal and external audit process, the University's system of internal controls, compliance with statutory regulations and policies with the Committee's mandate, along with oversight for University risk management.

Additional information about the Committee can be found on the [Secretariat website](#).

Key Items:

At its meeting held March 21, 2024, the Audit and Risk Committee discussed the following:

Internal Audit

The Committee approved the internal audit plan for 2024-25 with Deloitte, the University's internal audit firm.

Governance

The Committee received its annual evaluation results and considered planning for the 2024-25 governance cycle.

Documentation Provided:

- N/A

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For Information

Open Session

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **4.b) Reports from Committees – Building & Properties Committee**

i) Report from the Chair

Background:

As a regular item of business at each meeting, a report is provided from each standing committee chair. The Building & Properties Committee oversees campus planning and development activity in the context of the Campus Master Plan and prudent environmental and sustainability practices, and makes recommendations to the Board of Governors on the acquisition, use or disposal of land or buildings. The Committee reviews, approves and makes recommendations to the Board of Governors regarding construction projects, the appointment of architects and design consultants and ensures appropriate maintenance programs are in place for physical infrastructure. The Committee has oversight over the status of capital construction projects and ensures compliance with building codes, fire codes, safety regulations and statutory and regulatory provisions.

Additional information about the Committee can be found on the [Secretariat website](#).

Key Items:

At its meeting held March 20, 2024 the Building & Properties Committee discussed the following:

Shift: Neutral Implementation Plan

The Committee received a presentation about the internal implementation plan that expands on the high-level directions set out in the 2020 Shift: Neutral climate action roadmap, with the goal of achieving carbon neutrality by 2050. The presentation provided an overview of key performance indicators associated with these actions, including emissions, energy use, capital costs, and energy costs. This implementation plan was developed by the Climate and Energy Working Group, which currently includes Plant Operations, the Sustainability Office, and Space Planning.

Deferred Maintenance Update

The Committee received a presentation on the current state of deferred maintenance, and plans for addressing projects going forward. The presentation included information on prioritization,

next steps and the integration of the Shift: Neutral Climate Action Plan with the overall deferred maintenance plan.

Governance

The Committee received its annual evaluation results and considered planning for the 2024-25 governance cycle.

Documentation Provided:

- N/A

For Information

Open Session

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **4.c) Reports from Committees - Governance Committee**

i) Report from the Chair

Background:

As a regular item of business at each meeting, a report is provided from each standing committee chair. The Governance Committee has responsibility for the succession planning and recruitment of community-at-large members aligned with necessary skills, experience and representation including recommendations to the board of chairs and membership of standing committees. The Committee ensures committee mandates remain relevant and effective, and ensures orientation and training of governors.

The Committee has oversight of the process for the evaluation of Board and Committee performance and the governance structures and practices of the Board. The Committee also evaluates, on behalf of the Board, the performance of the President and Vice-Chancellor and reviews compensation and conditions of employment.

Additional information about the Committee can be found on the [Secretariat website](#).

Key Items:

At its meeting held March 26, 2024, the Governance Committee discussed the following:

Board Evaluation

The Committee reviewed the evaluation results for the Board and Board's standing Committees.

Board Recruitment and Succession

The Committee discussed prospective members for appointment in 2024-25 (see confidential session).

COU Governance Leading Practices - Update on Alignment

The Committee received an update on compliance with the Council of Ontario Universities' [Leading Practices in University Board Governance](#) report. UW is now 98% compliant with 51 recommendations (69% are fully compliant; 29% are partially compliant). Areas with partial compliance have work underway to meet the the leading practices standards. The Committee will continue to receive annual reports until the University has achieved full compliance.

Planning for 2024-25

The Committee considered planning for the 2024-25 governance cycle and heard that the Board will receive a Board Strategic Agenda Plan, incorporating Board and Committee priorities and administration's priorities in a larger guiding document at its June Board meeting.

Documentation Provided:

- N/A



For Decision

Open Session

Date of Meeting: April 16, 2024

To: Members, Pension & Benefits Committee

From: Gen Gauthier-Chalifour, University Secretary

RE: **4.c) Reports from Committees - Governance Committee**

ii) Amendments to Pension & Benefits Committee Terms of Reference

Recommendation:

That on recommendation of the Pensions & Benefits Committee, and the Governance Committee, the Board of Governors accept and approve changes the Pension & Benefits Committee terms of reference, as presented.

Background:

The Pension & Benefits Committee considered a proposed change to its terms of reference at its meeting on March 22, 2024 and the change was further considered by the Governance Committee at its meeting on March 26, 2024. The change is specific to the membership and composition of the committee.

With the addition of OPSEU (representing the Special Constable Service staff) and corresponding collective agreement, it is proposed that language be added to the terms of reference to reflect the addition of one member of the OPSEU, appointed on recommendation of the President of OPSEU.

Further elaboration on discussion at both committees will be provided at the meeting.

Documentation Provided:

- Draft revisions to Pension & Benefits Committee Terms of Reference



Pension & Benefits Committee - Terms of Reference

1. MEMBERSHIP

The membership of this Committee shall be appointed by the Board of Governors on the recommendation of the Governance Committee and shall consist of the following voting members:

- a. The Vice-President, Academic & Provost
- b. The Vice-President, Administration & Finance
- c. Two members of the Board of Governors from among the seventeen (17) Board members appointed by the Lieutenant Governor-in-Council or elected by the Board from the community-at-large
- d. Two members appointed on the recommendation of the President of the University of Waterloo
- e. Three members of the regular faculty appointed on the recommendation of the President of the University's Faculty Association
- f. Two members of the regular University Support Staff appointed on the recommendation of the President of the University's Staff Association
- g. One member of the [CUPE Local 793](#) ~~unionized staff~~ appointed on the recommendation of the President of CUPE Local 793
- h. One retiree who is receiving a University of Waterloo pension, appointed on the recommendation of the President of the University's Retirees Association
- i. [One member of the OPSEU appointed on the recommendation of the President of OPSEU](#)

In addition, a non-voting member representing the Affiliated and Federated Institutions of Waterloo (AFIW) shall be appointed by the Board of Governors on the recommendation of the AFIW Heads.

The normal term of office shall be three years, renewable once.

The Chair of the Committee shall be appointed from among the external members of the committee by the Board of Governors on the recommendation of the Governance Committee.

2. MEETINGS

The Committee will meet at least 4 times a year and may meet more often as necessary. Recent practice has been to meet monthly from September to March, and in May and June.

3. TERMS OF REFERENCE

The Committee shall have full power to administer employee pension and benefits plans approved by the Board, such power to include, but not limited to, the following:

Pension Plan Administration

- a. To make and enforce such rules and regulations as it shall deem necessary for the effective and efficient administration of the pension plan under the relevant legislation and regulations and to decide all questions concerning the pension plan, including who is eligible to participate. The Committee delegates day-to-day responsibility for the administration of the pension and benefits plans to Human Resources of the University.
- b. To prepare accounts and records showing the detailed operation of the pension plan and to make an annual report to the Board of Governors.
- c. To review the annual audit of the Pension Plan Fund Financial Statements.
- d. To appoint a consulting actuary and to commission research on pension or benefits.
- e. To recommend changes in pension and benefits plans to keep them current with respect to other universities and major employers, being mindful of the financial context in which the University operates.
- f. To make policy decisions relevant to administration of benefits plans and to periodically adjust plans as required to comply with legislation, changes in medical fee schedules, changes in insurance premiums due to changing experience ratings or other causes, creation of new categories of employees and other such changes required to keep benefit plans current.
- g. To recommend to the Board the appointment of custodians / trustees and fund managers

Oversight of pension investments

- h. To recommend to the Board of Governors the investment policy for pension assets as described in the Statement of Investment Policy and Procedures (SIPP) and to approve the Fund Implementation Procedures (FIP), both on the recommendation of the Pension Investment Committee.

i. To approve on behalf of the Board of Governors the approval/termination of external fund managers/mandates for the pension fund investments, on the recommendation of the Pension Investment Committee.

j. To exercise oversight and responsibility for compliance with Board-approved Responsible Investment Policy for funds/investments falling within the committee's authority, with delegation for this activity to the Pension Investment Committee

k. To approve asset mix changes and investment decisions in compliance with the SIPP and FIP amongst the approved managers/mandates where the cumulative annual transaction(s) represents greater than 20% of the Plan's total assets at the beginning of the calendar year, upon the recommendation of the Pension Investment Committee, with review and advice from the Finance & Investment Committee

Reporting and Liaison

l. To review, at least annually, the adequacy of the Committee's terms of reference as well as those of the Pension Investment Committee, in consultation with the chairs of the Finance & Investment Committee and the Pension Investment Committee, and to propose any needed amendments to the Governance Committee.

m. The chair is to meet, at least annually, with the chairs of the Finance & Investment Committee and the Pension Investment Committee to ensure efficiency and effectiveness of investment governance.

4. GENERAL PROVISIONS

Members of the Committee may participate in the benefits under the pension plan provided they are otherwise eligible to do so. Except as otherwise provided by the Board of Governors of the University, no member of the Committee shall receive any compensation for services. No bond or other security shall be required of any member of the Committee in such capacity in any jurisdiction, except as expressly required by law.

In administering the pension plan neither the Committee, or any member thereof, nor the Board of Governors of the University, or any member thereof, nor the University, or any officer or employee thereof, shall be liable for any acts of omission or commission, except for his/her or its own individual, willful and intentional malfeasance or misfeasance. The University and its officers and directors, and each member of the Committee shall be entitled to rely conclusively on all tables, valuations, certificates, opinions and reports which shall be furnished by any actuary, accountant, trustee, counsel or other expert who shall be employed or engaged by the University or the Committee.

Whenever, in the administration of the pension plan, any action by the Committee or the University is required, such action shall be uniform in nature as applied to all persons similarly situated.

Approved by the Board of Governors, June 6, 2006.

Amended by the Board of Governors, April 1, 2008.

Amended by the Board of Governors, October 30, 2018.

Amended by the Board of Governors, April 4, 2023.

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For Information

Open Session

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **4.d) Reports from Committees – Pension & Benefits Committee**

i) Report from the Chair

Background:

As a regular item of business at each meeting, a report is provided from each standing committee chair. The Pension & Benefits Committee administers the employee Pension Plan and benefits plans approved by the Board. The Committee:

- Makes an annual report to the Board of Governors with respect to the operation of the Pension Plan and reviews the annual audit of the Pension Plan Fund Financial Statements.
- Recommends changes in pension and benefits plans and makes policy decisions relevant to administration of benefits of plans.
- Recommends to the Board of Governors the investment policy for pension assets described in the Statement of Investment Policy and Procedures (SIPP) and approves the Fund Implementation Procedures (FIP) both on the recommendation of the Pension Investment Committee.
- Approves or terminates external fund managers on the recommendation of the Pension Investment Committee and approves asset mix changes and investment decisions in compliance with the SIPP and FIP upon the recommendation of the Pension Investment Committee, with review and advice from the Finance & Investment Committee with respect to transactions representing greater than 20% of the Plan's total assets. PIC can approve cumulative annual transaction(s) that represent less than 20% of the Plan's total assets at the beginning of the calendar year.

The committee delegates day-to-day administration of the Pension Plan and benefits plans to the Human Resources department of the University.

Additional information about the Committee can be found on the [Secretariat website](#).

Key Items:

At its meeting held March 22, 2024, the Pension and Benefits Committee discussed the following:

Report from the Pension Investment Committee

The Committee receive a report from the Pension Investment Committee regarding its activities and received an update on the quarterly dashboard.

Group Benefits Program Annual Renewal

The Committee approved annual renewal for Life Insurance, Long Term disability and Health Care benefits.

Cost of Living Adjustments

The Committee approved cost of living adjustments to pension and pay. The Committee will consider cost of living adjustments to pensionable earnings for members on LTD further to negotiations. No increases were made to deferred pensions (pensions for individuals who have left the University but have not commuted their pension) this year.

Summary of Total Fund Investment Performance and Pension Risk Management Dashboard Q4 2023

The Committee received and reviewed the quarterly updates regarding the performance of the pension plan.

Review of Actuarial Valuation Assumptions

The Committee received an update on the status of the Registered Pension Plan's actuarial valuation and would continue consideration at a future meeting.

Documentation Provided:

- N/A

For Information

Open Session

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **4.e) Reports from Committees – Finance & Investment Committee**

i) Report from the Chair

Background:

As a regular item of business at each meeting, a report is provided from each standing committee chair. The Finance & Investment Committee exercises oversight over the financial affairs of the University, including the review of tuition increases and the annual operating budget recommendations to the Board of Governors. The Committee approves the appointment of investment fund managers and approves investment decisions within the approved asset mix in compliance with the University's investment policies and guidelines for all investment funds except pension investments. The Committee exercises oversight and responsibility for compliance with the Board-approved Responsible Investment Policy for funds within the Committee's authority.

Additional information about the Committee can be found on the [Secretariat website](#).

Key Items:

At its meeting held March 21, 2024, the Finance and Investment Committee discussed the following:

Fund Performance and Investment Manager Evaluation Q4 2023

The Committee reviewed investment results for Q4 2023.

UNPRI Update and Endowment Expendable Funding

The Committee received an update on the University's reporting and commitment to the United Nations Principles for Responsible Investment and the Responsible Investment Action Plan.

Governance

The Committee received its annual evaluation results and considered planning for the 2024-25 governance cycle.

Documentation Provided:

- N/A

For Decision

Open Session

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **4.e) Reports from Committees – Finance & Investment Committee**

ii) 2024/25 Operating Budget

Recommendation:

That on the recommendation of the Finance & Investment Committee, the Board of Governors approve the 2024–25 Operating Budget as presented.

Background

James Rush, Vice-President, Academic and Provost, will present the 2024/25 annual operating budget for approval by the Board of Governors. In addition to the 2024/25 annual operating budget, Rush will also present the Plan to address the 2024/25 Operating Budget deficit.

Governors will recall that they received an update on the operating budget at the February 6, 2024 Board meeting, including impacts of enrolment and expense increases, plans to address the unfunded deficit, and scenario planning for the 2024–25 operating budget in light of ongoing uncertainties.

The 2024–25 operating budget was presented to the Finance & Investment Committee its meeting on March 21, 2024 and recommended to the Board of Governors for approval at that meeting. The Senate Finance Committee (April 2) and Senate (April 8) also received the budget for consideration and approved recommendations to advance the budget to the Board of Governors. Additionally, a Senate Budget Education Session was held on March 25, 2024.

Documentation Provided:

- Operating Budget Cover Memo
- 2024/25 Operating Income and Expense Budget
- Plan to Address 2024/25 Operating Budget Deficit

**University of Waterloo
Board of Governors
April 2024**

FOR APPROVAL

Recommended Operating Budget 2024/2025

The 2024/2025 Operating Income and Expense budget for review and approval is included in Attachment 1. The accompanying Plan to Address 2024/2025 Operating Budget Deficit is included in Attachment 2.

Executive Summary

The University is dealing with continued funding environment restrictions and expense growth. The opening budget reflects a budget deficit of \$74.5m, which the University plans to address as described in the attached Plan to Address 2024/2025 Operating Budget Deficit. The projected deficit will be addressed through a multi-modal, proportional approach to budget measures and constraints in 2024/2025 and the following years. The significant factors leading to a 2024/2025 deficit include:

2023/2024 deficit (mainly related to Bill 124 re-opener salary & benefits increases)	(\$16.2m)*
2024/2025 estimated salary and benefits increases	(36.3m)
2024/2025 estimated tuition income decrease (before transfers to AFIW)	(29.9m)
2024/2025 estimated grant income increase (Postsecondary Education Sustainability Fund)	7.0m
2024/2025 estimated other income and expense increases	0.9m
Total deficit	(\$74.5m)

* The provincial government announced a special one-time allocation of \$100 million related to over-corridor enrollment in STEM programs. The University's share of this additional STEM program funding is \$12.3m to be applied to STEM program expenses in 2023/2024. This will reduce the 2023/2024 operating budget deficit of \$16.2m as shared in the February operating budget update to \$3.9m in 2023/2024. The 2024/2025 operating budget deficit is not impacted by these one-time, 2023/2024 funds.

Income

The income budget is decreasing by \$18.7m to \$870.5m. The decrease in the income budget relates mainly to the following factors:

- tuition decrease of \$29.9m relating mainly to domestic and international enrolment (tuition rate increase of \$17.1m offset by enrolment reductions of \$47.0m)
- offset by estimated allocation of the newly announced Postsecondary Education Sustainability Fund of \$7.0m
- other income increases of \$4.2m (including student services fees of \$2.1m)

The income budget for tuition reflects a 0% domestic undergraduate Ontario tuition rate increase and a 5% domestic undergraduate out-of-province tuition rate increase, as well as the international tuition rates previously approved by the Board of Governors (February 2024).

Expenses

The expense budget is increasing by \$39.6m to \$945.0m. The \$39.6m increase in the expense budget relates mainly to salaries of \$27.5m and benefits of \$8.8m, and other non-salary expenses of \$3.3m.

The salary budget increase of \$27.5m reflects increased costs for salary increases. It is important to note that the current salary agreements are in place through to April 30, 2024, and that agreements are not yet in place for May 1, 2024. The impacts of these salary agreements on the 2024/2025 budget are uncertain at this time and updates will be provided when possible.

UNIVERSITY OF WATERLOO
2024/25 Operating Income Budget (in thousands)

Board of Governors
April 16, 2024

	2023/24 Base Budget	2023/24 Base Budget as % of Income	Increase / (Decrease) \$	2024/25 Base Budget	2024/25 Base Budget as % of Income	% Increase (Decrease) 2024/25 over 2023/24
INCOME						
Operating Grant						
Enrolment	112,300	12.6%	(12,600)	99,700	11.5%	(11.2%) Note 1
SMA3 Performance Outcomes	138,300	15.6%	12,600	150,900	17.3%	9.1% Note 1
Sustainability Fund	-	0.0%	7,000	7,000	0.8%	- Note 2
Special Purpose	5,650	0.6%	-	5,650	0.6%	0.0%
International Student Recovery	(4,900)	(0.6%)	400	(4,500)	(0.5%)	(8.2%)
Transfers to AFIW	(13,150)	(1.5%)	350	(12,800)	(1.5%)	(2.7%)
	<u>238,200</u>	<u>26.8%</u>	<u>7,750</u>	<u>245,950</u>	<u>28.2%</u>	<u>3.3%</u>
Tuition						
Domestic - Undergraduate	248,700	28.0%	(4,300)	244,400	28.1%	(1.7%) Note 3
Domestic - Graduate	27,100	3.0%	(600)	26,500	3.0%	(2.2%)
International - Undergraduate	247,000	27.8%	(25,000)	222,000	25.5%	(10.1%) Note 4
International - Graduate	56,200	6.3%	-	56,200	6.5%	0.0%
Transfers to AFIW	(20,550)	(2.3%)	350	(20,200)	(2.3%)	(1.7%)
	<u>558,450</u>	<u>62.8%</u>	<u>(29,550)</u>	<u>528,900</u>	<u>60.8%</u>	<u>(5.3%)</u>
Other Revenue						
Co-op Recovery	27,200	3.1%	500	27,700	3.2%	1.8% Note 5
Student Services Fees	16,200	1.8%	2,100	18,300	2.1%	13.0% Note 6
Interest	35,000	3.9%	-	35,000	4.0%	0.0% Note 7
Services to AFIW	3,950	0.4%	(100)	3,850	0.5%	(2.5%)
Miscellaneous Income	10,200	1.1%	600	10,800	1.2%	5.9%
	<u>92,550</u>	<u>10.4%</u>	<u>3,100</u>	<u>95,650</u>	<u>11.0%</u>	<u>3.3%</u>
Total Income	<u><u>889,200</u></u>	<u><u>100.0%</u></u>	<u><u>(18,700)</u></u>	<u><u>870,500</u></u>	<u><u>100.0%</u></u>	<u><u>(2.1%)</u></u>

UNIVERSITY OF WATERLOO
2024/25 Operating Income Budget (in thousands)

Note 1 - The shift between the grant categories of Enrolment and SMA3 Performance Outcomes is due to the Ministry of Colleges and Universities (MCU) planned increase in performance proportion from 55% in 2023/24 to 60% in 2024/25.

Note 2 - The increase reflects the University's estimated, but not yet confirmed, 2024/25 allocation of the new Postsecondary Education Sustainability Fund recently announced by the province.

Note 3 - The projected decrease in Domestic Undergraduate tuition revenue represents a return toward target new enrolments in 2024/25 after exceeding 2023/24 new enrolment targets. The budget for domestic undergraduate tuition incorporates a 0% tuition rate increase for domestic Ontario students and a 5% tuition rate increase for domestic out-of-province students, consistent with the recent provincial announcement on continuing significant restrictions on domestic tuition increases.

Note 4 - The decrease in International Undergraduate tuition revenue is consistent with a projected decrease in international undergraduate enrolments, partially offset with tuition increases approved by the Board of Governors.

Note 5 - The increase in Co-op recovery is consistent with co-op fee rate increases approved by the Board of Governors, partially offset by a projected decrease in enrolments.

Note 6 - The student services fees revenue relates to decisions of the Student Services Advisory Committee to provide funding for designated student services.

Note 7 - The investment income earned on operational funds is based on current and forecasted cash management and investment plans.

* 2023/24 Budget Update balance differences from the schedules presented at 2023/24 Budget Update are due to rounding.

UNIVERSITY OF WATERLOO
2024/25 Operating Expense Budget (in thousands)

Board of Governors
April 16, 2024

	2023/24 Base Budget	2023/24 Base Budget as % of Expense	Increase / (Decrease) \$	2024/25 Base Budget	2024/25 Base Budget as % of Expense	2024/25 Base Budget as % of Income	% Increase (Decrease) 2024/25 over 2023/24	Notes
EXPENSES								
Salary and Benefits								
Salaries and wages	549,200	60.7%	27,500	576,700	61.1%	66.2%	5.0%	Note 1
Benefits	135,100	14.9%	8,800	143,900	15.2%	16.5%	6.5%	Note 2
	<u>684,300</u>	<u>75.6%</u>	<u>36,300</u>	<u>720,600</u>	<u>76.3%</u>	<u>82.8%</u>	<u>5.3%</u>	
Non Salary Expenses - Strategic and Priority Spending								
Student Support	76,000	8.4%	-	76,000	8.0%	8.7%	0.0%	Note 3
University Fund	43,100	4.8%	-	43,100	4.6%	5.0%	0.0%	Note 4
Capital Project Fund	4,300	0.5%	-	4,300	0.5%	0.5%	0.0%	Note 5
Deferred Maintenance Fund	6,000	0.7%	-	6,000	0.6%	0.7%	0.0%	Note 6
	<u>129,400</u>	<u>14.3%</u>	<u>-</u>	<u>129,400</u>	<u>13.7%</u>	<u>14.9%</u>	<u>0.0%</u>	
Non-Salary Expenses - Other								
Insurance	3,250	0.4%	-	3,250	0.3%	0.4%	0.0%	
Municipal taxes	3,050	0.3%	-	3,050	0.3%	0.4%	0.0%	
Utilities	23,500	2.6%	1,000	24,500	2.6%	2.7%	4.3%	
Other non-salary expenses	74,800	8.3%	2,900	77,700	8.2%	8.9%	3.9%	Note 7
	<u>104,600</u>	<u>11.6%</u>	<u>3,900</u>	<u>108,500</u>	<u>11.4%</u>	<u>12.4%</u>	<u>3.7%</u>	
Gross expenses	<u>918,300</u>	<u>101.4%</u>	<u>40,200</u>	<u>958,500</u>	<u>101.4%</u>	<u>110.1%</u>	<u>4.4%</u>	
Cost recoveries	<u>(12,900)</u>	<u>(1.4%)</u>	<u>(600)</u>	<u>(13,500)</u>	<u>(1.4%)</u>	<u>(1.6%)</u>	<u>4.7%</u>	Note 8
Estimated net expenses	<u>905,400</u>	<u>100.0%</u>	<u>39,600</u>	<u>945,000</u>	<u>100.0%</u>	<u>108.6%</u>	<u>4.4%</u>	
Estimated income	<u>889,200</u>			<u>870,500</u>				
Surplus (Unfunded deficit)	<u>(16,200)</u>			<u>(74,500)</u>				

Refer to the accompanying plan to address the budget deficit for further details:

Unmitigated deficit (see above)	(74,500)
See plan to address budget deficit - start of year ongoing budget reductions	42,500
See plan to address budget deficit - remaining deficit to be addressed	(32,000)
See plan to address budget deficit - estimated draw down of one-time resources	32,000
Budget outcome after above measures	0

UNIVERSITY OF WATERLOO
2024/25 Operating Expense Budget (in thousands)

Note 1 - The budget increase estimate incorporates no net new positions. Discussions are underway with employee groups for new salary agreements applicable as at the start of the 2024/25 fiscal year. This estimate has been made for planning purposes without prejudice to the negotiation processes underway, the outcomes of which are not currently known, and when confirmed budget estimates will be updated through the budget update process.

Note 2 - The budget increase reflects increases related to salary increases (i.e. increased RPP contributions, Ontario Employer Health Tax increases due to estimated salary increases) and rate increases (i.e. CPP and EI increases, dental and extended health benefit cost increases).

Note 3 - Student Support includes Tuition Set Aside (TSA), as well as undergraduate and graduate support in the form of scholarships, bursaries and awards. The TSA amount (approximately \$27 million) is calculated based on a formula mandated by the Ministry of Colleges and Universities (MCU). It is to be used for needs based student support programs. Additional student support is provided through use of strategic funds available in the University Fund.

Note 4 - The University Fund is used for funding the University's strategic priorities and managing risk.

Note 5 - The Capital Project Financing budget supports central funding of internally financed capital projects. Additional funding for capital projects includes other central operating funds, faculty funding, donations and other sources.

Note 6 - The Deferred Maintenance Fund supports central funding of deferred maintenance projects. Additional funding for deferred maintenance includes other central operating funds, faculty funding, grants and donations.

Note 7 - Other non-salary expenses reflects the budget for a variety of non-salary operating expenses of the Faculties and Academic Support Units including investments in capital and enterprise software, and expenses in professional services, maintenance and supplies. Faculties and Administrative Support Units determine use of this budget based on operational requirements.

Note 8 - Chargeouts and cost recoveries primarily include recoveries from Ancillary Enterprises (Housing, Food Services, Print & Retail Solutions, Watcard and Parking) for space charges and administrative support.

* 2023/24 Budget Update balance differences from the schedules presented at 2023/24 Budget Update are due to rounding.

Board of Governors April 16, 2024

Plan to Address 2024/2025 Operating Budget Deficit

In millions

Summary

The University projects an operating budget deficit of approximately \$74.5m for 2024/2025 in the absence of constraint measures. The significant budget deficit has arisen due to constrained provincial government operating grants, ongoing government-imposed restrictions on domestic tuition fee changes, declining enrolment of international undergraduate students, inflation, and an increase in salary and benefits expenses. The unmitigated budget deficit of \$74.5m for 2024/2025 is a \$58.3m increase from the 2023/2024 budget deficit as at the February 2024 budget update of \$16.2m; see further information below on additional one-time funds for 2023/2024 announced by MCU in late February 2024. The increase in deficit relates to decreased tuition revenue of \$29.9m, estimated increased salary and benefits expenses of \$36.3m driven by estimated increases in new three-year salary agreements with employee groups, and other expense increases of \$3.3m, offset by the University's estimated allocation of the newly announced Postsecondary Education Sustainability Fund of \$7m and other income of \$4.2m. In addition to the Sustainability Fund, the provincial government announced a special one-time allocation of \$100 million related to over-corridor enrollment in STEM programs. The University's share of this additional STEM program funding is \$12.3m to be applied to STEM program expenses in 2023/2024. This will reduce the 2023/2024 operating budget deficit, of \$16.2m as shared in the February operating budget update to \$3.9m in 2023/2024. The 2024/2025 operating budget deficit is not impacted by these one-time, 2023/2024 funds.

Once the employee salary agreements are concluded, we will set a target date to overcome this structural deficit.

The University is currently experiencing heightened uncertainties that will affect both revenues and expenses:

- The provincial government responded to the Blue-Ribbon Panel's report with a \$1.3 billion funding package over three years, most of which will begin in 2024/2025. We understand from the Ministry for Colleges and Universities (MCU) that it will be a few weeks before we receive communication regarding exactly how much of the new funding package from the government will be allotted to Waterloo.
- The conclusion of salary agreements with the University's employee groups effective for the 2024/2025 year and the two following years, of which negotiations and discussions are currently underway.
- The following matters that are impacting international enrolment levels:
 - Increasing geopolitical and economic factors
 - A newly introduced Canadian federal two-year cap on international student study visa permits; provinces have been tasked with deciding how permits will be distributed among universities and colleges in their jurisdictions.

Estimates based on current information indicate that expenses will continue to increase for the 2025/2026 and 2026/2027 fiscal years, while revenue growth projections remain flat with significant areas of uncertainty, as noted above. Without intervention, the annual budget deficit would grow further in each of these years. In the absence of additional grant support by the provincial government, coupled with a tuition freeze that will continue for at least three more years, serious actions must be taken in the current and following years to significantly adjust the University's cost structure in line with its forecasted revenues. As a result, a multi-modal, proportional approach to budget measures and constraints will be required to support the University's academic and research mission, and other key priorities, while under ongoing budgetary pressures.

The University proposes to highly constrain budgets as at the start of the 2024/2025 year by \$42.5m, approximately 5% of estimated revenues and 57% of the projected deficit. Reducing costs to this extent in year will be a significant challenge but is necessary due to the further substantial work required to manage increasing costs within flat revenues. Multiple short-term and longer-term efforts, including further significant spending constraints and budget reductions, will be required.

The remaining \$32m of the 2024/2025 budget deficit will be addressed with one-time resources or one-time contributions from in-year activities, as further detailed below. The focus is on addressing the deficit as soon as is reasonable to conserve one-time resources on hand, which are required for risk mitigation as well as for strategic and operational projects.

The budget reductions and the drawdown of one-time resources affects not only ongoing operations, but also places additional challenges in achieving important work in areas such as investments in physical infrastructure (deferred maintenance and capital projects), IT infrastructure, and sustainability.

Plan to Address 2024/2025 Operating Budget Deficit			
	Amount	Percentage of Deficit	Notes
2024/2025 unmitigated deficit	(74.5)		
Budget balancing measures implemented as at start of year			
Budget reduction in Faculties	16.0	21.5%	Note 1
Budget reduction Academic Support Units	11.5	15.4%	Note 1
Budget reductions in centrally managed budgets	15.0	20.1%	Note 2
Total budget reduction measures implemented as at start of year	42.5	57%	
Portion of deficit requiring further ongoing measures	(32.0)		Note 3
Estimated drawdown of one-time resources in 2024/2025	32.0	43%	Note 2

Note 1	The total budget reduction across Faculties is approximately 4% of prior year (2023/2024) budgets and the total budget reduction across ASU's is approximately 5.5% of prior year (2023/2024) budgets.
Note 2	<p>The central budget reduction of \$15m and the drawdown of one-time resources previously designated for strategic and operational priorities and commitments will place additional challenges in proceeding with important investments in physical infrastructure (deferred maintenance and capital projects), IT infrastructure, and sustainability. While a one-time drawdown facilitates a transitional solution for this year, it is not a sustainable strategy.</p> <p>The one-time contribution to address the 2024/2025 deficit will involve contributions from Faculties and Academic Support Units equivalent to 2% of their budgets (approximately \$12m) with the remainder provided by a one-time central contribution.</p>
Note 3	Further serious measures will be required in-year or at the start of the following year (2025/2026) to address this portion of the deficit.

Additional Work to Address Deficit 2024/2025 and Beyond

While this plan details the budgetary measures and constraints that will be implemented this year, further work to balance the operating budget will be required. The in-year and multi-year work to assess, select, and implement additional budget balancing measures will include work in the following categories.

Workforce Planning

The limited hiring program has been established to support units in managing the 2024/2025 budget constraints. The limited hiring program will have few exceptions that will require enhanced approval processes through HR; the Vice-President, Academic and Provost; and the Vice-President, Administration and Finance. HR will provide workforce planning guidance, including an evaluation of opportunities to coordinate and share services in key support areas. Discussions regarding medium and longer-term approaches will begin immediately.

Efficiencies and Coordination of Priorities

We will continue to find ways to save costs and find efficiencies through coordination and rationalizing priorities. A shift in our approach to operational coordination is required, which relies on those with local budget decision oversight looking critically at how they allocate discretionary budgets (such as spending on travel and internal events), and all employees thinking about how to optimize individual practices. These changes will look different across the institution and will depend on the nature of the work. However, we all must begin to think critically about our daily practices and view them against the priorities of our institution. Updates will be provided in the short term.

Optimization of Resources: Systems, Processes, and Planning

As multi-year planning continues, it will be important to address areas that can provide further alignment in processes and strategies for expense reduction. An integral component in this planning will be up-front priority investments to facilitate longer-term benefits. We also remain committed to finding ways to achieve efficiencies through the modernization of processes to reduce procurement spending; the streamlining, digitization, and automation of processes; improvements in roles and structures; and in space optimization.

Committing to focus on these areas will promote strategic alignment and coordination across the institution, as identified in the Provost's [response](#) to the [Provost's Advisory Committee on Building a Resilient University of Waterloo](#) report, and is consistent with several initiatives already underway, including the development of an Integrated Planning and Budgeting Process, a Campus Master Plan, and others. Our infrastructure and Campus Master Plan will include approaches that enable the monetization of University resources to provide revenue streams that are capable of supporting project spending and external borrowing costs for priority capital projects, improvements, and deferred maintenance.

Sustainable Enrolment and Curriculum Management

Sustainable enrolment management and curriculum management approaches are critical to support our core academic mission. Addressing these important areas will require significant local consideration of strategies and decision-making, as well as central support to explore new models of revenue-generating, high-quality academic program development, and our related processes. In this way, the University will continue to look at strategic ways to optimize existing revenue activities and produce new funding streams.

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For Decision

Open Session

Date of Meeting: April 16, 2024
To: Members, Board of Governors
From: Gen Gauthier-Chalifour, University Secretary
RE: **5. Report of the Vice-President, Academic & Provost**

a) Amendments to Memorandum of Agreement with Faculty Association and Related Amendments to Policy 76 and 77

Recommendation:

That on the recommendation of Senate, the Board of Governors accept and approve the proposed revisions to the Memorandum of Agreement between the Faculty Association of the University of Waterloo and the University of Waterloo, as presented; and,

That on the recommendation of Senate, the Board of Governors accept and approve the proposed revisions to University policies 76 – Faculty Appointments, and 77 – Tenure and Promotion of Faculty Members, as presented; and,

That the foregoing are approved in accordance with the agreed terms between the Faculty Association of the University of Waterloo and the University of Waterloo, as presented, and effective September 1, 2024.

Background:

In October 2022 Senate approved a multi-step process for development and approval of the above-noted policies. The process was based on the approval requirements for Class F policies as described in Policy 1:

4. Jurisdiction, Initiation and Development

...

Class F

...

Approvals

The approval process is a collegial one in which the approval by each of the Senate, the Administration, the Faculty Association and the Board of Governors, is required. The approval route is from the FRC to the President, then to Senate, and finally to the Board of Governors. Upon receipt of the new or amended policy from the FRC, the President will approve it and recommend it to Senate, or return it to the FRC with accompanying reasons for its return.

Upon receipt of the new or amended policy from the President, Senate will approve it and recommend it to the Board of Governors, or return it to the FRC with accompanying reasons for its return.

Upon receipt of the new or amended policy from Senate, the Board of Governors will approve it and the policy will be in force, or return it to the FRC with accompanying reasons for its return.

If the policy is returned at any stage, the FRC will review the reasons given for its return, make any revisions that it deems necessary, and return the (amended) policy for approval so long as it continues to have majority support from members appointed by each of the Administration and Faculty Association. If that support is lost, the draft policy will be shelved and Senate so informed.

At its meeting January 29, 2024, Senate considered the enclosed update and recommendation to approve revisions to University policies 76 – Faculty Appointments, and 77 – Tenure and Promotion of Faculty Members.

Following Senate approval of the policy revisions, the Faculty Association of the University of Waterloo (FAUW) held a ratification vote on same, as well as on the related revised Memorandum of Agreement, consistent with the terms of the existing MOA. All were ratified by the membership.

The enclosed documentation summarizes the proposed amendments and related rationale.

Dr. James Rush, Vice-President Academic & Provost, will speak to this item at the meeting.

Documentation Provided:

- Memo from Vice-President Academic & Provost
- Attachment #1 – Joint statement on Policy 76/77 agreement and next steps from FAUW President and Vice-President, Academic and Provost, 6 December 2023
- Attachment #2 – proposed revised Memorandum of Agreement – UW/FAUW
- Attachment #3 – Accompanying Schedules to FAUW/University Agreement on terms of revisions to Policy 76 and 77
 - Schedule A – proposed revised Policy 76, Faculty Appointments
 - Schedule B – proposed revised Policy 77, Tenure, Permanence, and Promotion of Faculty Members
 - Schedule C – addendum to University’s Teaching Effectiveness Framework
 - Schedule D – public messaging regarding mediated agreement
 - Schedule F – memorandum of understanding regarding course assignment maximums and transition to teaching stream

For Approval

Open Session

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: James W.E. Rush, Vice-President Academic & Provost

RE: **Amendments to Memorandum of Agreement with Faculty Association and Related Amendments to Policies 76 and 77**

Background:

The proposed amendments to the Memorandum of Agreement (MOA) and related policies would establish three new teaching stream faculty ranks: Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; and Professor, Teaching Stream. Related to the establishment of those faculty ranks, there will be clear policy regarding (i) processes for hiring into either definite-term or probationary positions in those ranks; (ii) achieving permanence in said ranks, which is a status with the same protections of academic freedom and job security as tenure for tenure-stream faculty; and (iii) processes for promotion to higher ranks.

The changes are intended to reflect and recognize the value of a permanent teaching stream at Waterloo and aim to facilitate rewarding and stable careers for those members of faculty who enter that stream. With these amendments, faculty in the teaching stream will have maximum course assignment loads of 12 (0.5 unit) courses per two-year period, which matches the lowest such loads at Waterloo's comparator institutions. Those faculty will be entitled to have at least one term in six without courses assigned and will also have access to a system where they may earn course assignment reductions to allow pursuit of educational leadership activities. Further details are included in the attached joint memo from the president of FAUW and the Vice-President, Academic and Provost.

Separate from the proposed MOA and policy revisions, and as part of the terms of revisions between FAUW and the University, the parties enunciated (i) an addendum to the University's Teaching Effectiveness Framework, (ii) specific points for inclusion in the public messaging about the mediated agreement, and (iii) a memorandum of understanding regarding course assignment maximums and the transition to teaching stream. These documents do not require approval by the Board, however, they are included in the attachments to this report for information and to provide context for Governors (see Schedules C, D and F of Attachment #3 to this report).

With approval from the Board of Governors, the revised MOA and policies would be effective September 1, 2024.

Attachment #1 - Joint statement on Policy 76/77 agreement and next steps

Wednesday, December 6, 2023

A message from James W.E. Rush, Vice-President, Academic and Provost and David Porreca, President, Faculty Association of the University of Waterloo.

The University of Waterloo and the Faculty Association are pleased to share that they have agreed on the terms of revisions to Policy 76 – Faculty Appointments and Policy 77 – Tenure and Promotion of Faculty Members, and related agreements concerning the establishment of a well-defined teaching stream at Waterloo.

The goal to formalize a teaching stream at Waterloo is longstanding and has been the focus of previous policy development committees and extended discussion at the Faculty Relations Committee. This new agreement followed the work of the current Policy Development Committee and included a period of mediation.

On Wednesday, December 6, the University and FAUW presented approved terms to the mediator, Michelle Flaherty. The agreement will now proceed through approval and governance processes according to the process jointly established by the University and FAUW at Faculty Relations Committee, and approved by Senate, when the current Policy Development Committee was established in Fall 2022.

The University and FAUW hope to be able to implement these changes from September 1, 2024, subject to governance approvals.

The agreement establishes three new faculty ranks

Key to the agreement is the establishment of three new teaching stream faculty ranks:

- Assistant Professor, Teaching Stream;
- Associate Professor, Teaching Stream; and
- Professor, Teaching Stream.

In addition, there will now be clear policy about processes for hiring into either definite-term or probationary positions in these ranks; for achieving permanence, a status with the same protections of academic freedom and job security as tenure for tenure stream faculty; and for promotion to higher ranks.

Criteria for promotion to Professor, Teaching Stream will include achievement in ‘educational leadership’, which refers to contributions to teaching that have an impact beyond a faculty member’s own students or the program in which they teach. This is intended as a rough analogue of the national and international research profile expected for promotion to Professor in the tenure stream.

These changes mean that the rank of Lecturer will disappear over time. As of the implementation date, no further appointments will be made at this rank. All Definite Term Lecturers will transition to the rank of Assistant Professor, Teaching Stream (definite-term or probationary). Continuing Lecturers will have the option to become Associate Professors, Teaching Stream with permanence or will remain as Continuing Lecturers.

Clarifying terms for course assignments

For the first time, there will be maximum course assignment loads for teaching stream faculty. The course assignment loads will be a maximum of 12 (0.5 unit) courses per two-year period. This ensures that more than 30 per cent of teaching stream faculty will see (or have seen) a reduction in their course load based on actual numbers of courses taught as of February 2022.

This maximum course assignment load will be the same for permanent and definite-term teaching stream faculty. While the maximum course load is the same for definite-term, probationary and permanent teaching stream faculty, the agreement establishes a system of credits that allows permanent teaching stream faculty to earn course assignment reductions so that they can pursue educational leadership activities and so progress towards promotion to Professor, Teaching Stream.

The maximum course loads for teaching stream faculty match the lowest such loads at comparable Canadian universities and are lower than at many comparators; the maximum course loads for definite-term teaching stream faculty are lower than those at any comparable school.

The agreement clarifies that teaching stream faculty are entitled to have at least one term in six without courses assigned to focus on outside-of-class teaching related duties, expanded service activities, educational leadership activities, or even the opportunity to take extended vacation, for those who have banked vacation time.

While the norm is that teaching stream faculty will have non-zero weightings only in Teaching and Service, current Lecturers who also have a non-zero weighting in Scholarship will be able to keep it, whether they transition to the new ranks or not.

Recognizing the value of a permanent teaching stream

The University and FAUW believe this new agreement recognizes the value that a permanent teaching stream faculty will bring to the University. It assures a reliable and committed group of excellent teachers delivering education at Waterloo both inside and outside of the classroom. What's more, through their educational leadership efforts, teaching stream faculty will enhance the culture of teaching and learning and help lead pedagogical innovations as the University evolves.

Unlike other research-intensive universities in Canada with a professorial teaching stream, the agreed maximum teaching load for permanent and definite term teaching stream are the same. As such, financial incentives to hire definite term rather than permanent teaching stream faculty are minimized. Given the benefits permanent teaching stream faculty bring, it can be expected that

definite term teaching stream appointments will occur only when there is a compelling practical or strategic reason for doing so.

We also jointly believe that these terms and conditions of employment for current and future teaching stream faculty are among the best in Canada. This agreement not only facilitates rewarding and stable careers, but also ensures the wider University community will benefit from the talent and expertise Teaching Stream faculty members offer.

We'll share more information online

We know that there is a lot to digest in this message. We're pleased to [share some questions](#) we expect you may want answered. This includes more information on the transition arrangements for current lecturers, and more. The full agreement will be shared on the [Provost Office website](#) when our Faculty Relations Committee has received and reviewed the documentation.

The University and FAUW will be making best efforts to obtain necessary approvals of the agreed changes (from the President, Senate, and the Board of Governors for policy revisions, and from Faculty Relations Committee, a vote of faculty members represented by FAUW, and the Board of Governors for required adjustments to the Memorandum of Agreement). We are optimistic that this agreement will be met positively by those committees and by the Senate so that we can begin the implementation of the policies as soon as practicable.

We'd both like to reiterate our thanks to the members of the Policy Development Committee legal counsel for the University and FAUW, and the mediator for all their diligent work in reaching this agreement.

James W.E. Rush

Vice-President, Academic and Provost
[Office of the Provost](#)

David Porreca

President, Faculty Association of the University of Waterloo
[Faculty Association of the University of Waterloo](#)

UNIVERSITY OF WATERLOO
Faculty Relations Committee
Recommended Changes to the MOA – UW/FAUW Arising From Policy 76/77 Amendments
29 January 2024

MEMORANDUM OF AGREEMENT – UW/FAUW

Note: this online version of the MoA is the most up to date version available and should be considered the official version. While a hard-copy version of this MoA is available, it is printed periodically and, therefore, may not be up to date.

Memorandum of Agreement between the Faculty Association of the University of Waterloo and the University of Waterloo

Adopted 1 May 1998

Current as of 17 January 2023

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1. PREAMBLE

- 1.1 The Parties to this Agreement are the Faculty Association of the University of Waterloo (FAUW) and the University of Waterloo (UW), hereinafter referred to as the Association and the University, respectively.

- 1.2 The University recognizes the Association as representing the University employees (Members) as defined under Article 2.1.1. Recognition of the Association under this Agreement does not constitute voluntary recognition equivalent to certification.
- 1.3 This Agreement is a “special plan” agreement negotiated between and ratified by the Parties.
- 1.4 The Parties recognize that the objective of the University is the attainment of high standards of academic excellence in the pursuit and dissemination of knowledge for the benefit of students and of the academic and wider communities. Further, the Parties agree that the goals of the University include the following:
- (a) the attainment of high standards of excellence in teaching, scholarship, research, and creativity;
 - (b) the development of skills and attitudes essential for scholarly study and scientific investigation, and for the effective sharing of the results of these activities with students and fellow scholars and with the community at large;
 - (c) the encouragement of the pursuit of truth by individuals and groups through teaching, research, free enquiry, and criticism, in order to extend the frontiers of knowledge and understanding; and
 - (d) the provision of an environment which will support the intellectual, cultural, and physical development of the University community.
- 1.5 This Agreement has the following purposes:
- (a) to set out terms and conditions of employment for Members, and to describe procedures for developing and revising Policies concerning terms and conditions of employment; and
 - (b) 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 means for resolving differences which may arise between them.
- 1.6 The University and the Association agree:
- (a) to encourage within the University community a climate of freedom, collegiality, responsibility and mutual respect;
 - (b) to foster harmonious relations and a working environment that enables individual Members to achieve the goals and objectives of the University; and
 - (c) to ensure the equitable treatment of individual Members through fair procedures and practices.

- 1.7 In this Agreement, for academic units, Chair refers to Chair or Director, and Department refers to Department or School.

2. RECOGNITION AND RIGHTS OF THE ASSOCIATION

2.1 Recognition

- 2.1.1 The University recognizes the Association as the sole representative of the following groups of University employees (hereinafter referred to as Members) with regard to terms and conditions of employment:

- (a) all regular faculty members (Policy 76, 2.A) who hold definite term, probationary, permanent, or tenured appointments, on either a full-time or fractional-load basis; and
- (b) all part-time faculty members (Policy 76, 2.B) who hold definite term appointments of one year or more with either a FTE of at least 50% (if specified in the letter of appointment) or a base salary of at least 50% of the salary floor for the member's rank. The University will inform the Association when such appointments are made.

- 2.1.2 For added clarity, the Parties agree that the following are not Members and are not represented by the Association under this Agreement:

- (a) faculty members who hold senior administrative positions at the level of dean or above;
- (b) faculty members with visiting appointments, research appointments, unpaid adjunct appointments, special appointments, or part-time faculty members who hold definite term appointments of one year or more with FTE less than 50% (if specified in the letter of appointment) and a base salary less than 50% of the salary floor for the member's rank (Policy 76, 2.B)
- (c) persons registered as full-time graduate students at the University; and
- (d) postdoctoral fellows, research assistants, and research associates.

- 2.1.3 Should the Parties agree at any time that a group or groups other than those defined in 2.1.1 will be represented by the Association, and it is determined by a majority of those voting in a secret ballot vote conducted in a manner acceptable to both the Association and the University among the members of such group or groups that all members of the group or groups agree to be represented by the Association and to be bound by the terms of this Agreement, the Agreement shall be opened for the sole purpose of incorporating a clause similar to 2.1.1 in regard to each such group and making such other amendments as may be necessary.

2.2 Association Facilities

- 2.2.1 The University shall provide the following to the Association, without charge: a centrally-located office, suitably serviced and maintained; use of the University's internal postal service; and meeting rooms booked through the room-booking procedures applicable to academic departments.

2.2.2 The University shall provide the Association with reasonable access, on the same basis and at the same rates as for academic departments, to other internal services such as telephone, computing, reproduction, and audio-visual services.

2.3 Rights of the Association

2.3.1 The Association shall be entitled each salary year to allocate release time equivalent to eight one-term undergraduate courses at the discretion of the Board of Directors. The Association shall inform the University of the allocation not later than June 1. The costs of replacement teaching shall be borne by the University.

2.3.2 Additional teaching release is subject to negotiation on an individual basis between the Association and the University. The University shall be reimbursed by the Association at a rate equivalent to the cost of replacement teaching.

2.3.3 The University agrees that service to the Association shall be considered as service to the University in assessing a faculty member's academic and professional activities for the purposes of annual performance reviews, **permanence**, tenure, and promotion. The Association agrees to make written assessments available to the appropriate Department Chairs in a timely manner.

2.3.4 The University agrees that the Association Board of Directors has sole responsibility for assessing the Association President's service to the Association. The Board of Directors shall provide a written assessment to the Association President's Department Chair in a timely manner for incorporation into the Chair's assessment of service in the annual performance review. The University agrees that the Association President's service component shall carry a substantial weight in the overall assessment.

2.3.5 The University agrees that the Association President shall accrue sabbatical service and administrative credits in the same manner as a Faculty Dean. Effective May 1, 2004 the University will provide the Association President, each salary year, an amount equal in value to the cost of replacement teaching of one one-term course per year. These funds can be received either as a grant to support scholarly activities or as a salary supplement.

2.3.6 The University recognizes that the Association has the right to call upon the assistance of duly authorized representatives of the Canadian Association of University Teachers (CAUT) and of the Ontario Confederation of University Faculty Associations (OCUFA). Such representatives shall have access to University premises to consult with Association officials and Members.

2.3.7 The University agrees to make this Agreement available electronically on the web.

2.4 Association Membership

2.4.1 Every Member shall have the right to join the Association and, as a member of the Association, to participate in its activities. The University shall not interfere with the participation of FAUW members in Association meetings or other Association business, provided that such participation does not interfere with the performance of a member's teaching and other responsibilities to the University.

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

2.5 Association Dues and Payroll Deduction

- 2.5.1 The University agrees that, effective January 1, 1999, it shall be a condition of employment of each Member that, subject to 2.5.2 he/she pay by the end of each month to the Association an amount equal to the Association's membership dues fixed in accordance with its Constitution. The University shall deduct that amount from the Member's salary and, subject to 2.5.2, shall remit that amount to the Association.
- 2.5.2 A Member may, by January 1, 1999, or within one month of appointment, file with the University and the Association a sworn affidavit explaining that he/she has a bona fide religious objection to paying to the Association an amount equal to its dues, and apply for an exception on those grounds. The application shall be considered jointly by the President of the Association and the Vice-President Academic & Provost. If they are unanimously in favour, the exception is granted; otherwise, the application is rejected. A negative decision may be appealed by the Member to an external arbitrator, jointly appointed by the University and the Association, whose decision to grant or refuse the exception shall be final. The cost of the external arbitrator shall be shared equally by the Member, the University and the Association. Where the exception has been granted, the University shall remit the amount deducted to a registered Canadian charity mutually agreeable to the Association and the Member.
- 2.5.3 The University shall similarly deduct each month from the salary of any employee who is a member of the Association but is not a Member, dues as may be authorized from time to time by the Association.
- 2.5.4 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.
- 2.5.5 The University shall remit any amount deducted in accordance with this Article no later than the last day of the month in which the deduction was made. At the same time, the University shall inform the Association in writing of the name of each employee from whose salary an amount was deducted, the dollar value of that amount, and to whom the amount is being remitted.
- 2.5.6 Notwithstanding 2.5.5, if the amounts deducted would enable individual salaries to be determined, then the University shall report the amounts deducted in aggregate form by rank.

3. CORRESPONDENCE AND INFORMATION

- 3.1 The University and the Association recognize that both Parties require access to information for the proper administration of this Agreement, and agree to use professional discretion in dealing with such information.
- 3.2 Correspondence between the Association and the University related to this Agreement shall pass between the President of the Association and the President of the University. Where written notice is specified, the University's internal mail may be used.
- 3.3 The University undertakes to provide the following information to the Association in a timely manner:

- (a) an annual list of Members as of May 1, including name, rank, department, appointment category and dates, FTE, and approved leaves of absence during the salary year for each Member;
 - (b) a monthly update giving the same data as in (a) for new Members and listing terminations of Members;
 - (c) the names and new ranks of Members who have received promotions, and the effective dates of such promotions;
 - (d) 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 Members, and the rates charged to Members for these plans;
 - (e) public agenda materials and minutes of the Senate, Senate Finance Committee, Senate Long Range Planning Committee, Board of Governors, Board Pension and Benefits Committee;
 - (f) agenda materials and minutes of the Faculty Relations Committee;
 - (g) a copy of the latest University budget and budget reports when circulated to the Board;
 - (h) names and professional addresses of members of the Board of Governors and Senate, and of Board and Senate committees, together with the terms of reference of such committees; and
 - (i) such other information as the Parties agree from time to time.
- 3.4 The University agrees to provide the report of the Pension Plan Actuary, and audited and other reports concerning the pension and benefits plans to the Association on request.
- 3.5 The Association undertakes to provide the following information to the University in a timely manner:
- (a) a copy of each FAUW Forum, newsletter, or other public communication to all Members at the time of distribution;
 - (b) an up-to-date copy of the Association's Constitution and Bylaws within one month of their revision;
 - (c) an up-to-date list of the Association's Board of Directors and Executive within one month of any changes; and
 - (d) such other information as the Parties agree from time to time.
- 4. FACULTY RELATIONS COMMITTEE**
- 4.1 The Faculty Relations Committee (FRC) is a consultative committee with equal representation from the University administration and the Association Board of Directors.
- 4.2 The President of the Association and the Vice-President Academic & Provost shall alternate from meeting to meeting as Chair of the FRC. The additional members shall be four senior

administrators appointed by the University President and four members of the Association Board of Directors appointed by the Association President.

- 4.3 The Parties confirm as part of this Agreement that the practices and procedures followed by the FRC are as described in Policy 1 and in Appendix A to Policy 1. In particular, no formal decision may be made by the FRC except by agreement of the "double majority" comprised of majority support from each of the two groups of members appointed to the FRC by the University and Association Presidents. The Parties agree that for the purposes of this Agreement the content of Appendix A to Policy 1 shall be regarded as part of Policy 1.
- 4.4 The FRC provides a regular forum for discussion of issues affecting faculty members, including matters arising from the application of this Agreement (but excluding any individual or group grievance which is at that time being resolved under the grievance and arbitration procedures set out in Article 9).

The FRC also has responsibility for the development and approval of Class F and Class A Policies, and shared responsibility with the Staff Relations Committee for the development and approval of Class FS Policies.

- 4.5 The FRC shall meet on a regular basis, usually every two weeks from September through June, although meetings may be held more or less frequently by mutual agreement of the two Chairs. It is expected that the FRC will operate in a collegial manner, with most decisions made by consensus rather than by formal vote.
- 4.6 The University Secretariat shall provide a Secretary for meetings of the FRC. Minutes of meetings are confidential to the Committee.

5. MEMORANDUM OF AGREEMENT AND POLICIES

5.1 Agreement and Policies

- 5.1.1 The relations between the Parties, and between the University and the Members, are defined partly in this Agreement and partly in University Policies.
- 5.1.2 The Faculty Relations Committee has responsibility for the development and approval of Class F and Class A Policies, and shared responsibility for the development and approval of Class FS Policies. Class F Policies deal exclusively with the terms and conditions of employment of faculty members, Class A Policies deal with the appointment of academic administrative officers, and Class FS Policies deal with terms and conditions of employment of faculty and other employees. The policy classifications and development and approval process are described in Policy 1.
- 5.1.3 The current list of F, A and FS Policies at the date this Agreement comes into effect or as amended during the life of this Agreement is given in Appendix A to this Agreement.

5.2 Policy Development and Amendment

- 5.2.1 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.

- 5.2.2 Where there are differences between this Agreement and any Policy other than a Class F, A, or FS Policy, the provisions of this Agreement shall prevail.
- 5.2.3 Where there are differences between this Agreement and any existing Class F, A, or FS Policy at the date this Agreement comes into effect, the provisions of this Agreement shall prevail, and the Parties agree to revise the existing Policies to harmonize them with this Agreement.
- 5.2.4 If a Class F, A, or FS Policy is revised or a new Class F, A, 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 negotiating revisions to this Agreement to harmonize it with the new or revised Policy. The Parties agree to make all reasonable efforts to negotiate these revisions before the new or revised Policy is submitted to the Board of Governors for final approval.
- 5.2.5 Amendments to this Agreement made as a consequence of 5.2.4 shall not require ratification by the Parties to take effect.

6. ACADEMIC FREEDOM

- 6.1 Academic freedom provides the possibility of examining, questioning, teaching, and learning, and involves the right to investigate, speculate, and comment without deference to prescribed doctrine. As such, it entails the freedom of individuals to practise their professions of teacher, researcher and scholar, the freedom to publish their findings, the freedom to teach and engage in open discussion, the freedom to be creative, the freedom to select, acquire, disseminate, and use documents in the exercise of their professional activities, and the freedom to criticize the University and the Association. Academic freedom also entails freedom from institutional censorship.
- 6.2 The University and the Association recognize that the provision of academic freedom is particularly vital to those whose approaches to teaching, scholarship, and research result in criticism of and challenge to established, conventional beliefs and practices.
- 6.3 The academic freedom of any person shall not be infringed upon or abridged in any manner. As academic freedom will wither and die unless the university community as a whole is committed to it, the University and the Association agree to support and defend academic freedom at the University of Waterloo.
- 6.4 As the common good of society depends upon an unhampered search for knowledge and its free expression, and as academic freedom in universities is essential to the attainment of each of these purposes in the teaching function of the university as well as in the pursuit of its scholarship and research, those who are guaranteed academic freedom have also a responsibility in exercising it not to infringe upon the academic freedom and rights of other members of the university community. Indeed, academic freedom carries with it the duty to use that freedom in a manner that is consistent with the scholarly obligation to base research and teaching on an honest and ethical quest for knowledge.

Academic freedom does not require neutrality on the part of the individual; rather, academic freedom makes commitment possible.

6.5 As the censorship of information is inimical to the free pursuit of learning, the creation, collection, organization, and dissemination of knowledge shall be done freely and without bias in support of the research, teaching, and study needs of the university community. No censorship shall be exercised or allowed against any material relevant to the pursuit of learning which a faculty member desires to be placed in the library collections of the University.

7. NON-DISCRIMINATION

7.1 The Parties agree that all Members have a right to equal treatment with respect to employment and that there shall be no discrimination, interference, restriction or coercion exercised or practised towards any Member in respect to appointment, benefits, dismissal, promotion, rank, reappointment, salary, **permanence**, tenure or any other terms or conditions of employment by reason of age (except for retirement pension and benefit conditions as permitted or mandated by law), ancestry, citizenship, clerical or lay status, colour, creed, ethnic origin, family status, gender, language (except where competence in the language is a bona fide occupational requirement), marital status, membership or non-membership in the Association, physical or emotional ill health or disability (except where the Member refuses to seek medical treatment and/or where the physical or emotional ill health or disability would clearly prevent the carrying out of the required duties of the position), place of origin, political or religious affiliation or belief, pregnancy, race, sexual orientation, or any activity pursuant to the principles of academic freedom and responsibilities set out in Article 6.

7.2 Policies, practices, or acts which create, intentionally or unintentionally, a sustained negative working climate which can clearly be attributed to any of the prohibited grounds in 7.1 will be considered discrimination.

7.3 This Article shall not preclude the Parties agreeing to any equity measures.

8. DISCIPLINE

8.1 A Member may be disciplined only for just cause and only in accordance with the provisions of this Article and, for matters dealing with scholarly research, the provisions of Article 14. Disciplinary processes are not to be used to inhibit free inquiry, discussion, exercise of judgement, or honest criticism within or without the University. Disciplinary action shall be reasonable, commensurate with the seriousness of the violations, and consistent with accumulated practice under this Article. The Parties recognize the value of promoting corrective action through guidance and progressive discipline, although this will not always be appropriate.

8.2 In all matters of discipline, a Member has the right to seek advice from the Association and to be accompanied by an academic colleague for advice and support (including, if necessary, aid in presenting the Member's position) during any meetings attended to discuss such matters. All disciplinary measures are grievable under Article 9.

8.3 The University bears the onus of proving that a disciplinary action was taken for just cause.

8.4 The only disciplinary measures which may be taken by the University against a Member are the following:

- (a) A letter of warning or reprimand. Such letters must be specific and must be clearly identified as disciplinary measures.
 - (b) Suspension with pay. Suspension is the act of relieving a Member, without her/his consent, of some or all university duties and/or privileges.
 - (c) Suspension with partial pay, or without pay, or a fine in lieu thereof, where appropriate.
 - (d) Dismissal for cause. For Members with permanent or tenured appointments, dismissal means the termination of appointment without the Member's consent. For all others, dismissal means termination of appointment without the Member's consent before the end of the contract. Non-renewal of definite term or probationary appointments and denial of permanence or tenure do not constitute dismissal.
 - (e) A public statement from the University that a Member was guilty of misconduct in research.
- 8.5 Just cause for the dismissal of a permanent or tenured Member includes, but is not limited to, the persistent and serious neglect of the normal duties of a faculty member, particularly with respect to teaching and scholarship, or the failure to carry out such duties as are reasonably assigned by the appropriate academic authorities. In a case of persistent neglect, the action for dismissal must have been preceded by letters of warning from the Member's Chair or Dean. Warnings shall not only state the nature of the alleged deficiencies and make constructive suggestions for improvement, but also shall be followed by a reasonable period in which to make improvements.
- 8.6 Just cause for dismissal also includes but is not limited to: a serious breach of criminal law; violent behaviour or threats of violence against a member of the University community; a serious breach of ethical behaviour; violations of ethics in respect of scholarship, teaching, or collegiality. Any of the above must be of such a serious nature as to render the Member clearly unfit to continue to hold a permanent or tenured appointment at the University of Waterloo.
- 8.7 Disciplinary processes must be kept distinct from academic assessments associated with annual performance reviews and consideration for permanence, tenure, promotion, and probationary reappointment. The fact that a disciplinary measure has been imposed or is contemplated cannot be considered in an academic assessment, but the facts which resulted or may result in the imposition of discipline can be considered, if relevant to that assessment.
- 8.8 The Member's Dean shall promptly investigate any concerns or allegations about a Member if the Dean reasonably believes that a situation warranting disciplinary measures may exist. The Dean shall inform the Member as soon as may reasonably be possible both of the nature of the allegation and if an investigation is being undertaken. The conduct of all or part of such investigations may be delegated to appropriate persons, including the Member's Department Chair. The investigation itself is not a disciplinary measure, and an investigation which has not yet been completed is not a matter for grievance.
- 8.9 The Dean shall take reasonable steps to maintain the Member's privacy and the confidentiality of the investigation and its findings until the imposition of discipline, if any. However, some

disclosure of concerns and allegations may be necessary, either in order to conduct the investigation or if the Dean has reasonable grounds to believe that such confidentiality may place a person or persons at risk of significant harm. In the event that it is determined that there shall be no disciplinary action, the Dean must inform each individual to whom concerns and allegations were disclosed that there is no basis for disciplinary action.

- 8.10 When the investigation has been completed, and if disciplinary action is being considered, the Dean shall notify the Member in writing of the results of the investigation and of the proposed disciplinary action. The notice shall provide the specific details of the alleged cause for the discipline, including all names, places, and dates of the alleged incidents, and shall either be hand-delivered to the Member, or delivered by registered mail to the Member's last known address. The date of notice is defined to be either the date on which a registered letter has been signed for or the date on which the notice is hand-delivered to the Member.
- 8.11 The Dean shall convene a meeting within twenty-five working days of the date of notice to afford the Member an opportunity to make oral and/or written submissions before any disciplinary measures are imposed. The Member shall be given at least seven working days notice of the time and place of the meeting. The Dean may invite the person or persons who have carried out the investigation to attend. At this meeting an attempt shall be made to resolve the matter in a manner satisfactory to all concerned. For the purposes of this clause, days during which the Member is on pre-scheduled vacation, as well as Saturdays and Sundays, other holidays, days during which the University is officially closed, and days during which the Member is absent on pre-scheduled official University business shall not be treated as working days.
- 8.12 If no satisfactory solution is reached at the meeting referred to in 8.11, within two weeks the Dean shall notify the Member in writing of the disciplinary decision with reasons.
- 8.13 The Dean shall make every reasonable effort to notify the Member of the meeting referred to in 8.11. If the Dean is unable to contact the Member, or if the Member is notified and chooses not to attend, the meeting shall be dispensed with, and the Dean may give notice of discipline as in 8.12 above.
- 8.14 Where the disciplinary decision in 8.12 is dismissal for cause and where the Member chooses to contest the decision, a formal grievance shall be submitted to the Vice-President, Academic & Provost (VPA&P) in accordance with Article 9. The VPA&P shall act as a committee of one to decide the matter on behalf of the Board of Governors. The decision of the VPA&P may be taken to external arbitration under 9.6.
- 8.15 Where the disciplinary action is dismissal for cause, suspension with reduced pay or a fine in lieu thereof, the Member shall retain full salary and benefits (subject to the rules and regulations of UW benefit programs (see Article 11.1.3) until the time limit for filing a grievance under Article 9 has expired. If the disciplinary action is grieved, the Member shall retain full salary and benefits for a period of one year from the date of the disciplinary decision in 8.12, or until the grievance and arbitration procedures set out in Article 9 have been completed, whichever is earlier. In the event that the Tribunal or Arbitrator finds in favour of the Member, any lost compensation shall be restored.

- 8.16 Notwithstanding 8.15, eligibility for full salary and benefits shall not extend beyond the Member's retirement date (if a retirement date exists), nor beyond the termination date for a definite term or probationary appointment terminated in accordance with Policy 76. Furthermore, the University may terminate salary and benefits if, during the period referred to in 8.15, the Member accepts outside employment in excess of the normal guidelines as specified in Policy 49.
- 8.17 Where the disciplinary action is dismissal for cause or suspension, at the request of either the Member or the Dean, the VPA&P may relieve the Member of her/his duties during the period of full salary and benefits as specified in 8.15. If this action is taken the Association shall be informed. If the disciplinary action is suspension with pay, such suspension shall count towards the period of suspension in the event that the grievance is unsuccessful.
- 8.18 Failure of a Member to grieve a letter of reprimand or warning at the time of receipt of the letter shall not be deemed an admission of the validity of the reprimand or the warning.

9. GRIEVANCE AND ARBITRATION

9.1 General

- 9.1.1 The parties to a grievance shall be the Grievor and the University. The Grievor may be an individual Member, a group of Members, or the Association.
- 9.1.2 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 practised against any person involved in the grievance process.
- 9.1.3 Members who are party to a grievance, or are likely to be, are entitled to seek assistance from the Association at both informal and formal stages of the grievance. Members are entitled to be accompanied by a UW colleague provided by the Association or of their own choosing for advice and assistance at all stages in the grievance process.
- 9.1.4 No minor violation or irregularity due to clerical, typographical or similar technical error in the grievance process shall prevent the substance of a grievance from being heard and judged on its merits, nor shall it affect the jurisdiction of the Arbitrator or Tribunal as the case may be.

9.2 Individual and Group Grievances

- 9.2.1 An individual grievance is a grievance against the University initiated by an individual Member. A group grievance is a grievance against the University initiated by two or more Members and involving the same dispute with the University; if an affected Member does not wish to be party to a group grievance, that shall not preclude the remaining Members from proceeding.
- 9.2.2 A dispute arising out of the interpretation, application, administration, or alleged violation of UW Policies and established practices, this Agreement, or other agreements between the University and the Association may be the subject of an individual or group grievance and, subject to the terms of this Article, may be taken to arbitration.

Established practices are those practices which are identifiable, certain, known and in force as at September 1, 1997, or such other practices as the Parties may identify. The onus to show that such a practice exists rests upon whomever seeks to rely upon that practice.

9.2.3 An allegation that a Member (or group of Members) has been disciplined without just cause, or treated in a manner which is arbitrary, unreasonable, discriminatory or in bad faith, may be the subject of an individual (or group) grievance and, subject to the terms of this Article, may be taken to arbitration.

9.2.4 Notwithstanding 9.2.2 and 9.2.3, no matter which may be the subject of procedures set out in either Policy 76, Faculty Appointments or Policy 77, **Permanence**, Tenure and Promotion of Faculty Members concerning **permanence**, tenure, **promotion**, or probationary-term reappointment may be the subject of grievance or arbitration under this Article, except that an alleged failure by the Tenure, **Permanence** or Promotion Appeal Tribunal or the FTP**PC (Faculty Tenure Permanence and Promotion Committee)** (in the case of probationary-term reappointment) to comply with such procedures may be the subject of an individual grievance and, subject to the terms of this Article, may be taken to arbitration (see 9.6.7).

9.2.5 Annual performance evaluations and selective increments, and denial of sabbatical leaves **for tenure stream faculty members and course reductions for teaching stream members**, are not normally grievable except under 9.2.2 or 9.2.3.

9.2.6 Failure to reappoint a Member with a definite term appointment is grievable only with respect to the notice period.

9.3 **Association Grievances**

9.3.1 An Association grievance is a grievance against the University initiated by the Association. The grievance shall be authorized by the Board of Directors of the Association and shall be presented by the Association President (or her/his delegate).

9.3.2 The Association shall be entitled to grieve the interpretation, application, administration or an alleged violation by the University of UW Policies and established practices, this Agreement, or other agreements between the University and the Association, insofar as it directly affects the Association as an organization or the Association's role as defined in this Agreement.

9.4 **Grievance Process**

9.4.1 **Pre-Grievance Stage.** Member(s) should first present a potential grievance orally and informally at the lowest administrative level having the authority to dispose of it. This will usually be the Department Chair or equivalent. Members are encouraged to seek the assistance of the Association and/or the Conflict Management and Human Rights Office in an attempt to settle the potential grievances informally. For potential Association grievances, the Association President should discuss the issues with the Vice-President, Academic and Provost and, when mutually agreeable, bring the issues to the Faculty Relations Committee, in an attempt to settle them informally. The use of informal means to resolve a dispute does not, without the written consent of the potential grievor and the Vice-President, Academic & Provost (VPA&P), extend the time available to commence the formal grievance process.

- 9.4.2 A formal grievance must be submitted within two months from the date of the event on which the grievance is based, or from the date on which the Grievor knew or should have known of the event, whichever is later. The grievance shall be in writing, signed by the Grievor, and shall specify the matters in dispute, the Policies or Articles alleged to have been violated, and the remedy sought.
- 9.4.3 Formal grievances shall be submitted to the VPA&P (Stage 1, see 9.5) except that, where the grievance is against a direct decision or administrative action of the VPA&P, the Vice-President, University Research or the President, the grievance shall proceed directly to arbitration (Stage 2, see 9.4.5 and 9.6).
- 9.4.4 Grievances not resolved at Stage 1 may be taken to arbitration. At the sole choice of the Grievor, the grievance may be taken to an internal Tribunal (see 9.7) or to an external Arbitrator (see 9.8), except that, grievances under 9.2.4, Association grievances and grievances against dismissal for cause shall be heard by an external Arbitrator. The choice between an internal Tribunal and external Arbitrator shall be irrevocable, and in no case shall a grievance be taken to both.
- 9.4.5 For grievances which proceed from Stage 1 to Stage 2, the written notice of intent to proceed to arbitration must be submitted within one month of the receipt of the written decision terminating Stage 1 (see 9.5.2). For grievances which proceed directly to arbitration, submission of a formal grievance serves as the written notice of intent to proceed to arbitration, and the submission deadline of 9.4.2 applies.
- 9.4.6 Notice of intent to proceed to arbitration is submitted to the Chair of the Faculty Grievance Committee (FGC), who shall ensure that the VPA&P and the Association President have copies. The FGC Chair shall establish a Tribunal or arrange, in accordance with 9.8, for an Arbitrator to hear the grievance.
- 9.4.7 For individual and group grievances, the internal Tribunal or external Arbitrator may grant Intervenor status to the Association at its request.
- 9.4.8 The parties may agree in writing to waive any step in the grievance procedure and/or to extend any specified time limits.

9.5 **Formal Grievance – Stage 1: Administrative Review**

- 9.5.1 Not later than one month after receipt of a formal grievance, the VPA&P or delegate shall meet with the Grievor and shall attempt to resolve the grievance. If a settlement is reached, it shall be put in writing and signed by the VPA&P and the Grievor, and with the permission of the Grievor, a copy shall be sent in confidence to the Association President. Such a settlement shall not constitute a precedent to be used against the University, the Association, or individual Members.
- 9.5.2 If no settlement is reached within two months after receipt of the grievance, the VPA&P shall provide the Grievor with a written decision and reasons within the following two weeks. The written decision shall either be hand-delivered to the Grievor, or delivered by registered mail to the Grievor's last known address(es). On receipt of the written decision, the Grievor becomes

entitled to proceed to arbitration (Stage 2). For an individual or group grievance, the decision shall be promptly sent to the Association President.

9.6 Formal Grievance – Stage 2: Arbitration

9.6.1 Notwithstanding the report of any committee or other body, all grievances taken to arbitration shall be heard de novo by the Arbitrator or Tribunal.

9.6.2 The arbitration hearing normally will be held within one month after the appointment of a Tribunal, or within two months after the appointment of an Arbitrator. Internal and external arbitration hearings and decisions will be open to the public unless one of the parties requests otherwise, in which case the Tribunal or Arbitrator shall decide. For arbitrations in which the Association is not directly involved, the Association shall be allowed to send an observer to any in camera proceedings if the Grievor does not object.

9.6.3 The internal Tribunal shall determine its own rules of procedure and evidence, which shall be in accord with principles of natural justice and the Ontario Statutory Powers Procedure Act. At a Tribunal hearing, the parties may be accompanied by a UW colleague for advice and assistance. Assistance in this respect means that a colleague may assist in presenting a case, if necessary, but in no way will supplant the Grievor's responsibility to participate in her/his own grievance hearing. The parties may present arguments and submissions, and may call, examine, and question witnesses. A complete audio recording of the hearing shall be kept and made available to both parties.

9.6.4 The external Arbitrator shall determine her/his own rules of procedure and evidence which shall be in accord with principles of natural justice. The powers of the Arbitrator are as defined under the Ontario Labour Relations Act, as amended from time to time. At a hearing before the Arbitrator, the parties may be represented by counsel, the Association, or a UW colleague. The parties may present arguments and submissions, and may call, examine, and question witnesses.

9.6.5 Witnesses shall be informed of their legal rights under the Canada Evidence Act and the Ontario Evidence Act.

9.6.6 The Tribunal or Arbitrator shall not have authority to amend, modify, or act inconsistently with this Agreement or with UW Policies. The Tribunal or Arbitrator shall not award punitive damages.

9.6.7 For a grievance under 9.2.4 where the Arbitrator finds for the Grievor, the case shall be sent back to the President for directed reconsideration. Notwithstanding 9.6.6, where a negative **permanence**, tenure or probationary-term reappointment decision is involved, the end-date of the Member's probationary contract shall be extended to not less than one year from the date of the Arbitrator's decision.

9.6.8 The external Arbitrator's fees and expenses shall be shared equally between the parties to the arbitration, except that in the case of a grievance against dismissal for cause, these costs shall be paid entirely by the University. Costs of presenting a case shall be borne by the respective parties to the arbitration. The University shall provide meeting space on the University campus if such space is available and is requested by the Arbitrator.

9.6.9 If the grievance is settled without a formal decision by the Tribunal or Arbitrator, the settlement shall be put in writing and signed by the Grievor and the VPA&P. For an individual or group grievance, the VPA&P shall promptly forward a copy to the Association President in confidence. Such a settlement shall not constitute a precedent to be used against the University, the Association, or individual Members.

9.6.10 The final decision of the Tribunal or Arbitrator shall be in writing, supported by reasons. The decision and reasons shall be provided to the Grievor, the University, and the Association within a reasonable time, normally not more than two months after the close of hearings. The decision shall be binding on the Grievor and the University.

9.7 Faculty Grievance Committee and Internal Tribunals

9.7.1 The Faculty Grievance Committee (FGC) is composed of a Chair and six Members with permanent or tenured or continuing appointments, appointed jointly by the Association and University Presidents. Normally, the Chair shall be appointed for a two-year term and the other six members for overlapping three-year terms. All may be reappointed for additional terms, to a maximum of six consecutive years. The FGC shall agree annually upon an ordered list of its members.

9.7.2 Where a grievance is to be heard by an internal Tribunal, the FGC Chair normally shall chair the three-person Tribunal, and shall select the other two members in order from the ordered list of FGC members. In the event that the FGC Chair is not available to serve, or is disqualified, the FGC shall appoint another member to chair the Tribunal.

9.7.3 The FGC Chair shall inform the Grievor of the composition of the Tribunal. The parties may object to any member of the Tribunal on grounds of bias, reasonable apprehension of bias, or conflict of interest. The FGC (excluding the member challenged) shall consider and rule on such objections. If the challenge is upheld, another Tribunal member shall be selected.

9.7.4 The FGC and its Tribunals shall have access to independent legal advice paid for by the University, subject to reasonable limits on total costs. Counsel to the Committee shall not have represented or advised the University, the Association or the Grievor at any time.

9.8 External Arbitrator Pool and Selection

9.8.1 An external arbitrator pool, consisting of an ordered list of at least six persons, shall be jointly appointed by the University and Association Presidents. The individuals normally are appointed for overlapping three-year terms, and may be reappointed for additional terms.

9.8.2 The individuals in the arbitrator pool shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is unable to agree to the conditions below, the next person on the list shall be selected, and so on until one is available. Contact with members of the Arbitrator Pool shall be arranged through the FGC Chair. The person who appears on the list immediately after the last arbitrator selected shall be the next in the sequence of selection. However, by mutual consent in writing between the Grievor and the University President, a listed arbitrator may be selected out of turn. The appointment of an Arbitrator shall be conditional upon the arbitrator agreeing that:

- (a) the arbitration shall commence within sixty (60) days;
- (b) the Arbitrator's final decision shall be delivered within sixty (60) days of the completion of the evidence unless the Parties agree that the complexity of the evidence or issue(s), or other circumstances, warrants an extension of time; and
- (c) no bill shall be presented for payment by the Arbitrator until the final decision has been delivered.

9.8.3 If none of the arbitrators in the Pool can or will act within the required time, an arbitrator not in the Pool may be selected by mutual agreement of the University and Association Presidents. If they are unable to agree on another arbitrator, the Presidents shall, within three weeks, ask the Ontario Minister of Labour to appoint a single arbitrator.

9.8.4 No person who is an employee or student of the University or a member of the University's Senate or Board of Governors, or who was so at the time the grievance was initiated, shall be appointed as an arbitrator.

10. COMPENSATION NEGOTIATIONS

10.1 Annual compensation changes for Members, other than selective increments as defined in Article 13, are as specified in the Memorandum of Settlement describing the results of compensation negotiations between the Association and the University.

10.2 The Memorandum of Settlement shall specify the annual scale change. Each year the Compensation Negotiation Teams shall use the annual change in the Canada Consumer Price Index as a starting figure for the discussion of the scale adjustment. Adjustments in the salary scale are influenced by economic factors, relevant salary trends and by the University's financial position. Scale changes, expressed as a percentage change, apply to the salary structure and to all salaries. Other items that may be specified include changes in the salary structure (see Article 13), anomalies and other special salary increases, and changes in the Faculty Professional Expense Reimbursement Plan (see 11.5) and other benefits specific to Members. The Memorandum of Settlement may also include an amount for proposed changes in benefits defined in University Policies and/or administered by the Pension and Benefits Committee. If the proposed benefit changes are not approved, the negotiated amount shall be awarded as a scale change.

10.3 The Memorandum of Settlement shall be for one year, two years, or three years. In the absence of agreement between the Parties on a longer period the Memorandum of Settlement shall be for one year. The years in the Memorandum of Settlement shall begin on May 1 and end on April 30, coincident with the salary year for Members.

10.4 The Memorandum of Settlement shall be part of this Agreement, and shall be binding on the Board of Governors, the Association, and individual Members.

10.5 Start of Compensation Negotiations

10.5.1 Prior to June 15 in any year in which compensation changes are to be negotiated the President of the Association and the President of the University shall begin the process of establishing lists

of possible mediators and arbitrators as specified in 10.9. These lists are to be completed prior to the commencement of negotiations.

- 10.5.2 By the November 15 immediately preceding the expiry date of the Memorandum of Settlement, each Party shall inform the other of the names of its Chief Negotiator and the other two members of its Negotiating Team.
- 10.5.3 Negotiations shall commence as soon as can be arranged by the two Chief Negotiators, and at the latest by December 1st. The Chief Negotiator and at least one other member of each Negotiating Team shall be present at each negotiation session.
- 10.5.4 By mutual agreement, the Parties may alter any of the dates specified in this Article.
- 10.6 **Stage 1 Negotiations** - The Parties agree to negotiate in good faith and to make every reasonable effort to reach an agreement in Stage 1. If the Parties reach agreement, a Memorandum of Settlement shall be prepared and signed by the Chief Negotiators and at least one other member of each Negotiating Team.
- 10.7 **Stage 2 Negotiations - Mediation**
- 10.7.1 If the Parties have not reached agreement by February 1, an external mediator shall be appointed unless both Parties agree to waive mediation. Mediation shall commence not later than February 15. If mediation is waived, Stage 1 negotiations may continue.
- 10.7.2 The role of the mediator is to assist the Parties in reaching a negotiated agreement. The procedure for appointing the mediator is specified in 10.9. The cost of the mediator shall be shared equally by the Parties.
- 10.7.3 Mediation shall terminate by the earliest of March 1, the date on which an agreement is reached, or the date on which either the mediator or both Parties decide that further mediation would not be useful.
- 10.7.4 If an agreement is reached, a Memorandum of Settlement shall be prepared and signed by the Chief Negotiators and at least one other member of each Negotiating Team.
- 10.8 **Stage 3 Negotiations – Arbitration (Final Offer Selection)**
- 10.8.1 If an agreement has not been reached by March 1, an arbitrator shall be appointed. The role of the arbitrator is to select between the final positions of the two Parties. The procedure for appointing an arbitrator is specified in 10.9. The cost of the arbitrator shall be shared equally by the Parties.
- 10.8.2 The arbitration hearing shall commence not later than March 15. One week prior to the arbitration hearing, each Party shall submit its proposed Memorandum of Settlement to the arbitrator with a copy to the other Party.
- 10.8.3 Within three weeks after the arbitration hearing, the arbitrator shall provide each Party with a copy of her/his report, indicating which Party's proposed Memorandum of Settlement has been selected and the reasons for selecting it.
- 10.9 **Selection of Mediator or Arbitrator**

- 10.9.1 In accordance with 10.5.1, the Association and University Presidents shall begin the process of establishing a list of at least three possible mediators and a second list of at least three possible arbitrators by the June 15 prior to the start of negotiations. These individuals must be external to the University and acceptable to both the Association and the University.
- 10.9.2 In the event that a mediator or arbitrator is required, names shall be drawn at random from the agreed list until one of them is available to serve. By mutual agreement in writing, the two Presidents may select a listed mediator or arbitrator out of turn, or may select a mediator or arbitrator not on the list. No individual shall serve as both mediator and arbitrator in the same year.

11. PENSION AND BENEFITS

11.1 UW Pension Plan and Shared Benefit Programs

- 11.1.1 The University of Waterloo has a common pension plan for all eligible employees, including eligible Members. The UW Pension Plan is administered by the Board of Governors Pension and Benefits Committee. Membership of this committee is determined by Board of Governors Resolution, which specifies that the Board of Governors shall appoint three faculty members to the committee on the recommendation of the Association President.
- 11.1.2 The UW Pension Plan is a defined benefit plan integrated with the Canada Pension Plan, with costs shared by employees and the University. Specific details are contained in the official Pension Plan text (available from Human Resources) which is approved by the Board of Governors and registered with federal and provincial pension authorities.
- 11.1.3 UW also has a number of common benefit programs for all eligible employees, including eligible Members. These programs are administered by the Board of Governors Pension and Benefits Committee, and include extended health care, dental plan, sick leave and long term disability, and group life insurance. Several government programs are also applicable (e.g., OHIP, Workers' Compensation, Employment Insurance, Canada Pension Plan; details are available from Human Resources).
- 11.1.4 The Parties agree that the Association shall receive notice of, and have input into, any proposed changes to the common pension and benefit programs in so far as they affect Members.

11.2 Vacation Entitlement

- 11.2.1 The annual vacation entitlement for Members with appointment duration of one year or more shall be one month during each of the first ten years of employment. The annual entitlement shall increase to one month plus one week in the earlier of the eleventh year of employment or at the earliest possible retirement date under the pension plan.
- 11.2.2 Vacation entitlement normally shall be used during the contract year in which it is earned. In exceptional circumstances with the prior written permission of the Department Chair, vacation entitlement may be carried forward for a maximum of one year. In cases where a Member is engaged in classroom/online teaching in every academic term of a contract year, the Member is entitled to the option of carrying forward two weeks of vacation entitlement to the following contract year, and the Department Chair upon receipt of written notification from the Member

shall provide permission to carry forward said vacation entitlement for a maximum of one year. For **Teaching Stream faculty members**, all such vacation entitlement carried forward shall not expire until the end of the next contract year **in which** the **Teaching Stream faculty member has their one in six “no courses assigned” term**, during which they are expected to use their carried forward vacation. All vacation entitlement must be used prior to termination or retirement.

11.2.3 Vacation shall be scheduled at a time or times which are mutually satisfactory to the Member and the Department Chair.

11.3 Retirement

11.3.1 “Retirement” refers to termination of employment at the University of Waterloo. Receiving a UW pension does not mean that a Member has retired unless he or she has stopped working at UW. Termination of employment prior to age 55 or dismissal for cause is not considered retirement.

11.3.2 Normal Retirement Date (as defined in the University of Waterloo Pension Plan) for University employees is the first day of the month following or coincident with the 65th birthday.

11.3.3 Notwithstanding Article 11.3.2, a Member has the right to retire at a date of his/her choosing.

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

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

11.4.2 The eligibility date is extended to 30 April 2030, for retirement on or before 1 May 2033.

11.4.3 The Member shall submit the Conversion Option to the University within three years (or earlier) of his or her intended retirement date.

The latest eligibility date for the Exchange Option shall be the Member's 68th birthday, with a retirement date no later than the end of the academic term (i.e., either April 30, August 31, or December 31) during which she or he turns 71.

11.4.4 Where the Member notifies the University prior to the earliest eligibility date, the 2% salary increase shall take effect on the earliest eligibility date (three years prior to the retirement date). Where the Member notifies the University after the earliest eligibility date, the 2% salary increase shall take effect on the first day of the month following such notification.

11.5 Faculty Professional Expense Reimbursement Plan

11.5.1 Every regular faculty member shall be entitled to a Faculty Professional Expense Reimbursement (FPER) in each salary year. The maximum FPER shall be prorated for Members with fractional-load appointments and for Members in their first year of employment at the University. The maximum FPER is not pro-rated for a partial final year of employment, and no reimbursement

shall be provided for expenses incurred after the end of a Member's appointment as defined under section 2.1.1 of this Agreement.

11.5.2 The FPER provides reimbursement for expenses related to the performance of teaching, research, and professional duties. All goods purchased under this Plan are the property of the University. Eligible expenditures include but are not limited to:

- (a) membership fees for professional associations or learned societies (but not including Association dues);
- (b) books, journals, subscriptions, and other similar professional publications;
- (c) purchase of supplies, equipment, software or services; and
- (d) travel to attend relevant scholarly conferences or conduct scholarly work (allowable expenses per Policy 31).

11.5.3 Members pay the professional expense costs themselves and obtain reimbursement from the University by submitting an FPER Plan claim with appropriate receipts attached. Members can submit up to two claims for a given salary year. Eligible expenses include amounts paid by the Member for goods or services that have been received between April 1 of the prior year and March 31 of the current salary year. Claims must be submitted electronically by Members of the department or school approving authority, no later than 10 business days after March 31 of the salary year.

11.5.4 Members will be allowed to carry forward unspent FPER balances for up to three years.

Eligible expenses that exceed the maximum FPER in a particular year may also be carried forward for up to three years, provided that they were submitted according to 11.5.3 for the April 1 - March 31 year in which the expenses were eligible. The calculation of carryforward balances is completed by Finance at the beginning of each salary year.

11.5.5 On May 1 of each year, the FPER shall be indexed by the annual average percentage change (January to December) in the Canada Consumer Price Index for the immediately preceding year. See the Finance Compensation Rates page for the current value.

11.6 **Additional Benefits**

A number of additional benefit programs are described in University policies, for example:

- Policy 3: sabbatical and other leaves of absence
- Policies 4 and 24: tuition benefits
- Policy 14: pregnancy, adoption and parental leaves
- Policy 28: moving expenses
- Policy 31: travel
- Policy 38: paid holidays
- Policy 67: employee assistance program

12. TERM OF AGREEMENT – DURATION

- 12.1 This Agreement shall come into effect upon ratification by the Parties, shall be binding on both Parties, shall remain in effect until April 30, 2000, and may not be opened prior to that date except by mutual consent of the Parties or as provided in 12.2 below.
- 12.2 Irrespective of the provisions of 12.1 the Parties agree to undertake additional negotiations regarding the proposed inclusion of librarians as Members for the purposes of this Agreement, as defined under 2.1.1, starting no later than November 1, 1998.
- Except by mutual consent of the Parties no other matters shall be addressed in these negotiations. Should these negotiations result in an agreement on new Articles, or changes to existing Articles, the Chief Negotiators shall recommend them for ratification by their respective Parties. Upon ratification this Agreement shall be opened for the sole purpose of incorporating the new Articles or changes to existing Articles into the Agreement.
- 12.3 As of April 30, 2000, 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.
- 12.4 If such written notice is given, the following rules and practices shall govern exchanges between the Parties:
- (a) written notice of termination must be received in the period from May 1 to May 31, inclusive, prior to the expiry date;
 - (b) if either Party serves notice to terminate, this Agreement shall terminate as of the April 30 following;
 - (c) written notice by one Party of intent to renegotiate this Agreement, provided that the other Party has not already given notice to terminate the Agreement as in 12.4 (a) above, must be received in the period from June 1 to September 30, inclusive, prior to the expiry date;
 - (d) notice from either Party regarding renegotiation shall include the names of its Chief Negotiator and two additional persons who will be members of its Negotiating Team, a list of the Articles that it wishes to revise, and the subject matter of new Articles that it wishes to negotiate; and
 - (e) within one month of the notice referred to in 12.4 (d) above or by September 30, whichever is later, the other Party shall reply with the names of its Chief Negotiator, the two additional members of its Negotiating Team, a list of the Articles that it wishes to revise, and the subject matter of new Articles that it wishes to negotiate.
- 12.5 Negotiations shall begin as soon thereafter as can be arranged by the Chief Negotiators and, except by mutual agreement at any time, shall address only those Articles listed by one or other of the Parties as above. All other Articles shall be incorporated unchanged into a revised Agreement. The notice periods may be waived by mutual agreement of the Parties.
- 12.6 Subject to the agreement of both Parties a mediator may be appointed at any time to assist in settling any outstanding issues in the negotiations. The mediator shall be selected by the

procedure in 10.9. The costs of the mediator shall be borne equally by the two Parties. The mediator shall hear representations from the Parties, shall mediate between the Parties, and shall encourage them to resolve the outstanding issues. Mediation shall continue for as long as both Parties agree that it is helpful.

12.7 If negotiations under 12.5 and 12.6 do not for whatever reason result in a new and ratified Agreement by the April 30 following the start of negotiations, the current Agreement shall renew automatically for one year.

12.8 If a revised Agreement has been negotiated, the Chief Negotiators shall recommend it for ratification by their respective Parties. Upon ratification by the Parties the revised Agreement shall replace the current Agreement.

12.9 If the Agreement is not re-opened under the provisions of this Article, but compensation negotiations occur under Article 10, a new Agreement consisting of the Articles in the current Agreement and the new Memorandum of Settlement shall be deemed to come into effect on the date that the Memorandum of Settlement comes into effect.

12.10 **Amendment of this Agreement**

12.10.1 Amendment of this Agreement may be made by the Parties at any time in accordance with the provisions of this Article.

12.10.2 Minor change: If the proposed change is deemed by all members of the Faculty Relations Committee to be minor, approval of the change by the President (acting on the advice of Deans' Council) and the Board of Directors of the Association is required for it to take effect. No change to Articles 10, 13 or 17 can be deemed minor. Members (as defined in Article 2.1.1) shall be informed of a minor change via email shortly after approval.

12.10.3 Except for minor changes (see Article 12.10.2) and changes to the Memorandum of Settlement (see Article 10.4), a change to this Agreement must be approved by the Association and the Board of Governors before it takes effect.

13. **FACULTY SALARIES, ANNUAL SELECTIVE INCREASES AND MEMBER EVALUATION PROCEDURES**

13.1 This Article states the principles governing the determination of salaries for faculty members holding regular appointments. These principles include the establishment of a salary structure for these purposes, the procedures used to establish the extent of annual selective increases, and the rules that have been developed to direct the annual evaluation process in each Faculty used to determine individual selective increases.

13.2 **Faculty Salary Structure**

13.2.1 The salary structure for regular faculty members shall consist of a salary floor and two thresholds for each of the **seven** ranks and for Clinical **appointments in each of the Teaching Stream ranks**, together with the Selective Increase Unit (SIU).

Effective 1 May 2023, the selective increase unit (SIU) shall be \$4,214 and the salary floors and thresholds shall be as stated below:

Rank	Floor	Threshold T1	Threshold T2
Lecturer	\$66,849	\$159,243	\$198,792
Clinical Lecturer	\$86,160	\$177,173	\$216,543
Assistant Professor, Teaching Stream	\$66,849	\$159,243	\$198,792
Clinical Assistant Professor, Teaching Stream	\$86,160	\$177,173	\$216,543
Associate Professor, Teaching Stream	\$84,136	\$159,243	\$198,792
Clinical Associate Professor, Teaching Stream	\$108,442	\$177,173	\$216,543
Professor, Teaching Stream	\$107,189	\$159,243	\$198,792
Clinical Professor, Teaching Stream	\$138,153	\$177,173	\$216,543
Assistant Professor	\$86,160	\$188,976	\$228,345
Associate Professor	\$108,442	\$188,976	\$228,345
Professor	\$138,153	\$188,976	\$228,345

13.2.2 Effective May 1 of each year, the annual scale change as specified in the Memorandum of Settlement shall be applied to the salary floors, thresholds, and Selective Increase Unit. Otherwise, changes in these amounts shall require the mutual agreement of the Association and the University.

13.3 Selective Salary Increases

13.3.1 Selective salary increases are intended to move a Member through the salary structure at a rate determined by her/his achievements in the profession and contributions to the University, measured by annual performance ratings undertaken as specified in 13.5. In order to ensure orderly career progress consistent with long-range academic goals, the commitment of funds required for this purpose shall have the highest priority in the preparation of the annual budget.

13.3.2 Within each Faculty, the Selective Increase Pool for Members shall be determined as follows:

- 0.25 SIU for each FTE Member, plus
- 0.25 SIU for each FTE Member with salary below T2, plus
- 0.5 SIU for each FTE Member with salary below T1.

For these purposes the value of the SIU shall be its value as of May 1 of the salary year in which the selective increases are to take effect, adjusted from year to year as specified in 13.2.2.

13.3.3

- (a) A Member's selective salary increase depends both on her/his performance rating (actual R) and on the position of the Member's salary relative to the thresholds T1 and T2 for her/his rank. Thus the performance rating (adjusted R) for purposes of calculating

a Member's selective increase amount may not be the same as the performance rating (actual R) determined as specified in 13.5.5. For Members on a biennial performance review cycle, during non-review years, actual R is equal to the actual R for the previous year. These non-review year actual Rs are subject to adjustment, just as review year actual Rs are. The appropriate values for the adjusted performance rating shall be determined in the following way:

If salary is less than T1 then adjusted R is actual R

If salary is equal to or greater than T1 but less than T2 then adjusted R is actual R less 0.75

If salary is equal to or greater than T2 then adjusted R is actual R less 1.25

The value of adjusted R shall never be less than 0

- (b) The actual dollar value in any one year associated with an adjusted R of 1.0 in each Faculty is calculated by adding all individual adjusted ratings in that Faculty together, and dividing the resulting number into the total value of that Faculty's Selective Increase Pool as determined by 13.2.2. All other adjusted R values are assigned a selective increase dollar value by multiplying the adjusted R value by the dollar value of an adjusted R of 1.0.
- (c) Where a selective salary increase as determined in 13.3.3 (a) and (b) would result in a salary which crosses a threshold, that increase shall be "feathered". That is to say, that part of the increase which would bring a Member's salary up to a threshold shall be received by the Member, but the part of the increase which would cause the salary to exceed the threshold shall be adjusted to make it commensurate with the selective increase to which she/he would be entitled with a salary at or above that threshold.
- (d) Effective May 1, 2006, the University will provide annually an Anomalies Fund for each Faculty equal in value to five percent of that Faculty's Selective Increase Pool, to correct individual salary anomalies. These special permanent increases require the approval of the Vice President Academic and Provost (VPA&P) who shall consult with the President of the Association. Any unspent amount in the anomalies fund of a given Faculty will be carried forward to the next salary year.
- (e) Effective May 1, 2004, the University will provide annually an Outstanding Performance Fund for each Faculty equal in value to ten percent of that Faculty's Selective Increase Pool, to provide special permanent salary increases as described below.

Members in each Faculty unit (department or school) whose performance rating for the current year is within the top twenty percent of ratings within the unit may be considered for a special permanent salary increase. For Members on a biennial review cycle, eligibility for consideration for Outstanding Performance Fund salary increases during non-review years are based on the previous year's performance ratings. Members who have received a special increase in either of the previous two years are not eligible

to receive a special increase, and are excluded for purposes of determining the top twenty percent and those within it.

All Members identified by the process above will form a single Faculty-wide pool. The Dean of the Faculty, in consultation with the Vice-President, Academic & Provost, will review the performance of all Members in this pool, and make special salary increase awards equal in value to one Selective Increase Unit (SIU) to a subset of them. For at least eighty percent of the awards, the sole criterion will be outstanding performance in teaching and scholarship. Remaining awards may be given on the basis of outstanding service to the University. Consideration also should be given to dispersing the awards across Faculty units, ranks, and to both women and men. Awards given on the basis of outstanding service will not be limited to Members holding administrative positions. The number of awards made will be such that, in the aggregate, they will differ from ten percent of each Faculty's Selective Increase Pool by less than one SIU, and any unspent amount in the Fund of a given Faculty will be carried forward to the next salary year. The Vice-President, Academic & Provost will publicly announce the award recipients.

13.4 **Miscellaneous**

- 13.4.1 In every case, scale and selective increases shall be applied to the Member's nominal full-time salary.
- 13.4.2 For Members on approved pregnancy, adoption or parental leave: the full scale and selective increases shall apply.
- 13.4.3 For Members newly appointed within the evaluation year, or who are on full or partial unpaid leave for part of the evaluation year: the full scale increase shall apply, but the Merit Increase will be prorated by the fraction of the year served at the University.

13.5 **Member Evaluation**

13.5.1

- (a) Each Faculty shall have Faculty Performance Evaluation Guidelines setting out the evaluation criteria for that Faculty. The Faculty Performance Evaluation Guidelines shall be reviewed and updated no less than once every five (5) years, and changes shall be approved by a majority vote of the Faculty Council no later than 15 October in the year before evaluation calendar year to which the changes would apply.
- (b) Each Department shall have an Addendum to their Faculty Performance Evaluation Guidelines setting out the performance expectations in the Department for scholarship, teaching, and service. The Addendum shall be reviewed and updated biennially, and changes shall be approved by: (i) a majority vote of members of the Department, and (ii) the Faculty Dean who shall review for consistency with the documents listed in 13.5.1(c) no later than 15 October in the year before the evaluation calendar year(s) to which the changes would apply.

- (c) Faculty Performance Evaluation Guidelines and Departmental Addenda shall be consistent with this Agreement, and with University policies, procedures and guidelines (including the evaluation criteria set out in Policy 77). Departmental Addenda shall also be consistent with Faculty Performance Evaluation Guidelines. In case of a conflict, precedence shall be given first to this Agreement; then to University policies, procedures and guidelines; and then to the Faculty Performance Evaluation Guidelines.
- (d) Current versions of faculty Performance Evaluation Guidelines and Departmental Addenda shall be posted on the relevant Faculty website and publicly accessible.

13.5.2

- (a) Each Member shall receive performance evaluation based upon documentation provided by the Member, submitted in the format and by the deadline specified in the Faculty Performance Evaluation Guidelines. Performance evaluations shall occur on an annual basis for Members holding probationary or definite-term appointments, and on a biennial basis on odd numbered years for Members holding permanent or tenured appointments. A Member who does not submit the required documentation by the specified deadline normally will receive an overall rating of at most 0.5 as specified in 13.5.3.
- (b) Members shall provide documentation for the calendar year(s) under evaluation (one year for Members holding probationary or definite-term appointments, and two years for Members holding permanent or tenured appointments). Members shall in addition provide documentation for the number of previous years specified by their Faculty Guidelines. Scholarship shall be assessed on the total evidence from a window of two years. Teaching and service shall be assessed on the evidence from the year(s) under evaluation. The remaining documented years shall provide context to the assessed evidence.
- (c) When Faculty Performance Evaluation Guidelines or Departmental Addenda change during the course of a Member's probationary contracts, the Member will continue to be governed by the guidelines and addenda in effect at the beginning of their first probationary contract, unless the Member elects to be governed by the new set of guidelines or addenda, at the Member's discretion. The Member shall advise their Department Chair if they elect to be governed by the new set.

13.5.3 Each Member shall receive one of the following nine numerical performance ratings in each of teaching, scholarship and service:

- 2.0 Outstanding
- 1.75 Excellent
- 1.5 Very Good
- 1.25 Good
- 1.0 Satisfactory
- 0.75 Needs Some Improvement
- 0.5 Needs Significant Improvement

0.25 Needs Major Improvement

0.0 Unsatisfactory

13.5.4

- (a) Performance ratings shall pertain to the portion of the evaluation year during which the Member was a paid employee of the University, including sabbatical leave, but excluding pregnancy, adoption, parental, or sick leave.
- (b) For newly appointed Members, and for Members on paid or unpaid leave, it may not be possible to assess performance in all three categories during the evaluation year. In these cases only, the practices described in 13.5.1, 13.5.2, and 13.5.3 may be amended as follows: (1) A newly appointed Member shall receive, in any category where assessment is not possible, a rating equal to the average rating of Members in the Department who hold the same rank; and (2) A continuing Member who has been on leave shall receive in any category where assessment is not possible as a result of the leave, a rating equal to the average ratings of the three previous years in which the Member was not on leave.
- (c) In situations where a Member has held a fractional load appointment, or has taken a leave of absence, in the period for which evaluation data is being considered, expectations for quality shall remain the same but expectations for quantity shall be adjusted.

13.5.5

- (a) The overall rating (R) for each Member shall be computed as the weighted average of the individual ratings in teaching, scholarship and service for the year(s) being reviewed. For Members on a biennial performance review cycle, the rating for non-review years shall be equal to the rating for the previous review year. The weight for each area shall be as specified in the member's letter of appointment. In the absence of specified weights for **tenure stream** positions, the normal weights shall be 40 percent for teaching, 40 percent for scholarship, and 20 percent for service; for **teaching stream** positions, the normal weights shall be 80 percent for teaching and 20 percent for service. These default weights do not apply to lecturer appointments made prior to May 1, 2008. Member weights remain in effect for the duration of the appointment unless otherwise changed under sub articles (b) and (c). There is no intended linear relationship between the percent for teaching and the number of courses taught.
- (b) Weightings and duties may be adjusted in a formal agreement between the Member and the Chair with the approval of the Dean. The weights shall be at least 20 percent in every category, except in the case of **teaching stream** appointments. Weight redistribution does not modify the performance quality expected in any of the three areas, though expectations for quantity will change.
- (c) Any such formal agreement under 13.5.5 (b) shall be by mutual consent and, except in the case of definite-term appointments, shall be for a period of up to 5 years but no less than 2 years. Such an agreement may be renewed by mutual consent.

- (d) The performance evaluation of a Member shall be done with all evaluators being informed of the weights in each area, and any adjustments made to the weights in each area, over the entire period for which evaluation data is being considered. Each Member shall be informed of the weight information used in their evaluation. The Chair shall collect and provide this weight information, which must be consistent with sub article (a) and any adjustments made under sub articles (b) and (c).

13.5.6

- (a) The Chair has the responsibility for annual performance evaluations of all Members in the Department. The Chair shall inform the Dean of the proposed ratings in the three categories and overall.
- (b) For Departments with 15 or fewer full-time equivalent regular faculty positions, the Members of the Department shall decide by majority vote whether to elect an advisory committee of no more than five Members to assist the Chair in carrying out the responsibility in 13.5.6 (a). A common committee spanning two or more small Departments may be considered.
- (c) For Departments with more than 15 full-time equivalent regular faculty positions, the Members of the Department shall elect an advisory committee of no more than five Members to assist the Chair in carrying the responsibility in 13.5.6 (a).

13.5.7 The Dean shall review the ratings proposed by the Chair, and may establish an advisory committee to assist with this review. The Dean may modify the ratings for a Member or Members of a Department, if necessary, to maintain consistency of standards across the Faculty. The Dean shall inform the Chair in writing of the final individual and overall ratings, together with reasons for any changes.

13.5.8 The Chair shall inform the Member in writing of her/his final individual and overall ratings, and shall provide an opportunity for the Member to discuss her/his performance evaluation.

13.5.9 The Dean shall evaluate the performance of Department Chairs and Associate Deans, and shall forward proposed performance ratings in the three categories and overall to the VPA&P for approval. The VPA&P shall inform the Dean and the Chair or Associate Dean in writing with reasons of any changes in the recommended ratings.

13.5.10

- (a) A Member who disagrees with her/his performance evaluation should proceed first to the Department Chair, and then, if not resolved, to the Dean of the Faculty for disposition.
- (b) A Department Chair or Associate Dean who disagrees with her/his performance evaluation should proceed first to the Dean, and then, if not resolved, to the VPA&P for disposition.
- (c) Performance evaluations and selective salary increases are not normally grievable except under Article 9.2.2 or 9.2.3 of this Agreement.

13.5.11 For each evaluation period, members shall have online access to, at a minimum, histograms showing the distribution by rank in the Faculty, of: (a) final overall ratings and (b) unweighted ratings in the categories of teaching, scholarship, and service. In cases where there are fewer than ten members of the same rank within a Faculty, instead of histograms, those members shall be provided with averages by rank. In cases where there are fewer than three members of the same rank within a Faculty, no data shall be provided.

14. INTEGRITY IN SCHOLARLY RESEARCH

14.1.1 The University and the Association are committed to promoting ethical practices in scholarly research. This Article defines what actions do and do not constitute research misconduct, specifies the research record keeping obligations of Members, and sets out the procedures to be followed when the University receives an allegation of research misconduct by a Member.

14.1.2 The Parties agree that the responsible conduct of research includes:

- (a) providing accurate and reliable information in support of funding requests;
- (b) responsible use of research funds in accordance with funding agreements;
- (c) promoting and protecting the quality, accuracy and reliability of research; and
- (d) ensuring that the process for addressing allegations of policy breaches is followed.

14.1.3 The Parties agree that the Vice-President, Research & International is designated as the University's central point of contact to receive any confidential enquiries, allegations of breaches of policies and information related to allegations of misconduct in scholarly research.

14.1.4 In this Article "Agencies" means the Canadian Institutes of Health Research, the Natural Sciences and Engineering Research Council and the Social Sciences and Humanities Research Council, "Agency" means one of those funding agencies, and "SRCR" means the Tri-Agencies' Secretariat, Responsible Conduct of Research.

14.1.5 In this Article "Vice-President, Research & International" means the Vice-President, Research & International or his/her designate.

14.1.6 In all matters under this Article, a Member has the right to seek advice from the Association and to be accompanied by an academic colleague for advice and support (including, if necessary, aid in presenting the Member's position) during any meetings attended to discuss such matters.

14.1.7 The University shall, where practicable, take disciplinary action against employees or students who make unfounded allegations of misconduct in research which are reckless, malicious, or not in good faith.

14.2 Misconduct in Research

14.2.1 Factors intrinsic to the process of scholarly research such as honest error, conflicting data, or differences in interpretation or assessment of data or of experimental design do not constitute either misconduct or a lack of integrity.

14.2.2 Misconduct in research may include, but is not limited to, one or more of the following:

- (a) Fabrication: Making up data, source material, methodologies or findings, including graphs and images.
- (b) Falsification: Manipulating, changing, or omitting data, source material, methodologies or findings, including graphs and images, without appropriate acknowledgement, such that the research record is not accurately represented.
- (c) Destruction of research data or records: The destruction of one's own or another's research data or records or in contravention of the applicable funding agreement, institutional policy and/or laws, regulations and professional or disciplinary standards. This also includes the destruction of data or records to avoid the detection of wrongdoing.
- (d) Plagiarism: Presenting and using another's published or unpublished work, including theories, concepts, data, source material, methodologies or findings, including graphs and images, as one's own, without appropriate referencing and, if required, without permission.
- (e) Redundant publications: The re-publication of one's own previously published work or part thereof, or data, in the same or another language, without adequate acknowledgment of the source, or justification.
- (f) Invalid authorship: Inaccurate attribution of authorship, including attribution of authorship to persons other than those who have contributed sufficiently to take responsibility for the intellectual content, or agreeing to be listed as author to a publication for which one made little or no material contribution.
- (g) Inadequate acknowledgement: Failure to appropriately recognize contributions of others in a manner consistent with their respective contributions and authorship policies of relevant publications.
- (h) Mismanagement of Conflict of Interest: Failure to appropriately manage any real, potential or perceived conflict of interest, in accordance with the Institution's policy on conflict of interest in research, preventing one or more of the objectives set out in 14.1.2 from being met.
- (i) Providing incomplete, inaccurate or false information in a grant or award application or related document, such as a letter of support or a progress report.
- (j) Applying for and/or holding an Agency award when deemed ineligible by NSERC, SSHRC, CIHR or any other research or research funding organization world-wide for reasons of breach of responsible conduct of research policies such as ethics, integrity or financial management policies.
- (k) Listing of co-applicants, collaborators or partners without their agreement.
- (l) Using grant or award funds for purposes inconsistent with the policies of the funding agency; misappropriating grants and award funds; contravening financial policies of the

funding agency or University; or providing incomplete, inaccurate or false information on documentation for expenditures from grant or award accounts.

- (m) Failing to meet Agency policy requirements or, to comply with relevant policies, laws or regulations, for the conduct of certain types of research activities; failing to obtain appropriate approvals, permits or certifications before conducting these activities.
- (n) Failing to comply with Policy 69, Conflict of Interest: a researcher failing to reveal to the University any significant financial interest he/she has in a company that contracts with the University to undertake research (particularly research involving the company's products or those of its direct competitors) or to provide research-related materials or services. Significant financial interest includes ownership, substantial stock holding, a directorship, significant honoraria or consulting fees but does not include routine stock holding in a large publicly traded company.
- (o) Failing to obtain the permission of the author before making significant use in any publication of new information, concepts or data obtained through access to manuscripts or grant applications during the peer review process.

14.3 Retention of Research Record

- 14.3.1 For the purposes of this section of Article 14 the term research record refers to any data, document, computer file, computer diskette, or any other written or non-written account or object that reasonably may be expected to provide evidence or information regarding the proposed, conducted or reported research that constitutes the subject of an allegation of scientific misconduct. A research record includes, but is not limited to, grant or contract applications, whether funded or unfunded; grant or contract progress and other reports; laboratory notebooks; notes; correspondence; videos; photographs; X-ray film; slides; biological materials; computer files and printouts; manuscripts and publications; equipment use logs; laboratory procurement records; animal facility records; human and animal research protocols; consent forms; medical charts; and client research files.
- 14.3.2 Members shall only be responsible for providing access to research records which are in their possession and not for research records which may be stored in archives, libraries or other institutions which the University may consult at its expense and according to the rules of the host institution. Ownership of such records is governed by Policy 73, Intellectual Property Rights.
- 14.3.3 Normally, for the purposes described in 14.3.2, Members shall retain research records that are within their personal control for as long as may be reasonable, but in any case for no less a time than is required by the relevant professional association or discipline. Members shall be indemnified by the University for any material loss relating to their research records in the course of any investigation, inquiry, or arbitration.

14.4 Procedures

- 14.4.1 If alleged misconduct involves research conducted by a Member with someone who is not a Member (e.g. a student, or staff or a faculty member not in scope of 14.4.2), these procedures may be modified to facilitate joint or parallel investigations provided that the Member shall be

notified in writing of any proposed modification and shall have an opportunity to make submissions ensuring principles of fairness, trust, accountability, and openness.

14.4.2 If the allegation relates to conduct that occurred at another institution subject to the Tri-Agency Framework: Responsible Conduct of Research (RCR), the institution that receives the allegation will contact the other institution and together determine with that institution's designated point of contact which institution is best placed to conduct the Inquiry and Investigation, if warranted. The institution that received the allegation must communicate to the complainant which institution will be the point of contact for the allegation, as per the RCR Framework. Negotiations will be made and documented prior to the commencement of inquiry or investigation, ensuring principles of fairness, trust, accountability, and openness in the process conducted between the two institutions. The Member will be made aware of the Institution that serves as the point of contact for the allegation and shall have an opportunity to make a submission on this proposed process. An external institution conducting an Inquiry or Investigation must provide the report to the University's Vice-President, Research & International which will then be handled in accordance with 14.4.9.

14.4.3 If circumstances warrant, timelines may be extended with the prior written approval of the Vice-President, Research & International.

14.4.4 Any oral or anonymous allegation of misconduct in research by a Member received by a Chair, Dean, Vice-President or other administrative officer of the University are to be forwarded to the Vice-President, Research & International. Anonymous allegations will be considered if accompanied by sufficient information to enable the assessment of the allegation and the credibility of the facts and evidence on which the allegation is based, without the need for further information from the complainant.

14.4.5

- (a) An allegation of misconduct in scholarly research shall be submitted to the Vice-President, Research & International who is to determine whether the allegation may have substance and whether an investigation is to be undertaken.
- (b) The Vice-President, Research & International may choose to notify the subject of the allegation (the "Responding Member") in writing of the nature of the allegation and that s/he is to retain all materials relevant to the allegation and invite the Responding Member to respond by meeting with him/her and/or submitting a written response. Any such meeting or submission shall take place within 10 working days of the notification.
- (c) The Vice-President, Research & International shall determine whether:
 - (i) there is sufficient evidence to merit a full investigation; or
 - (ii) there is insufficient evidence to merit a full investigation and any material collected is to be destroyed.

The complainant shall be informed in writing of the decision as shall the Responding Member if s/he was notified under (b). In the event that it is determined that there shall be no investigation, the Vice-President, Research & International must inform each

individual to whom concerns and allegations were disclosed that there is no basis for an investigation.

- 14.4.6 If a full investigation is determined appropriate and the Responding Member was not notified of the allegation under 14.4.5 (b) the Vice-President, Research & International shall notify the Responding Member in writing of the nature of the allegation and that s/he is to retain all materials relevant to the allegation.

If the Responding Member admits the breach, the Vice-President, Research & International may choose to forgo establishing an Investigation Committee and instead report the matter to the Dean in accordance with 14.4.8.

- 14.4.7 The Vice-President, Research & International shall establish a three-person Investigation Committee, comprised of two internal members and one external member who has no current affiliation with the University. Members of the Investigation Committee will be selected so that the Committee has appropriate expertise. Committee members shall not have had any prior connection with the particular matter nor have had a close professional or personal relationship with the Responding Member. No person consulted by the University concerning the case shall be appointed. Internal members of the Investigation Committee normally shall be tenured associate professors or professors at the University in the Responding Member's discipline or a related discipline.

The Responding Member and his/her Dean shall each propose at least three possible internal Investigation Committee members and three possible external members in accordance with the above criteria and shall be given the opportunity to challenge in writing the names proposed by the other with respect to the criteria or for bias, apprehension of bias or perceived conflict of interest. The Vice-President, Research & International will determine any challenge and will appoint members from the names proposed, normally including at least one member proposed by each, and shall name one of the members as the Investigating Committee Chair.

- 14.4.8 The Investigation Committee is to determine whether, on a balance of probabilities, the Responding Member committed an act of research misconduct. It shall conduct its proceedings in accordance with the principles of natural justice. It will review the allegation and any material submitted, may obtain additional material (and will provide any such material to the Responding Member), will give the complainant and the Responding Member an opportunity to appear before it to provide evidence, and may call witnesses to provide evidence.

Upon completion of the evidence gathering, the Committee will provide a report of the relevant facts to the Responding member who will have 10 working days to submit a written response if s/he chooses to do so.

After the expiry of the 10 working days the Investigation Committee shall decide by majority vote on the basis of the evidence submitted to it whether misconduct occurred. Any finding of misconduct in research shall be based only on clear, compelling, written, and documented evidence.

The Chair of the Investigation Committee shall submit a report to the Vice-President, Research & International and the Responding Member within 120 days of the date on which the allegation was received by the Vice-President, Research & International. The report shall set out, at a minimum, the specific allegation(s), the Responding Member's response, a summary of the finding(s) and reasons for the finding(s). If misconduct was found, the report may also comment on its extent and seriousness and include recommendations of the committee regarding rectification.

The report of the Investigation Committee will be maintained in a confidential and secure manner, with limited access, in the office of the Vice-President, Research & International.

The decision of the Committee is final and binding on the Responding Member and the University unless successfully grieved under Article 9.

- 14.4.9 Within 5 working days of receipt of a report that misconduct was determined to have occurred, the Vice-President, Research & International will provide a copy of the report to the Responding Member's Dean who shall consider disciplinary action in accordance with Article 8.

Within 5 working days of completion of the disciplinary decision, the Dean shall advise the Vice-President, Research & International of any disciplinary action taken.

14.5 Reporting

- 14.5.1 Subject to any applicable privacy laws, if an allegation involves significant financial, health and safety or other risks, the Vice-President, Research & International will immediately notify the SRCR.
- 14.5.2 If an allegation concerns an activity about which the SRCR was notified, the Vice-President, Research & International shall, within 2 months of receipt of the allegation, submit an inquiry letter or inquiry report to the SRCR. If a breach is confirmed at the inquiry stage, the reporting requirements outlined in 14.5.3 apply. Timelines may be extended in consultation with the SRCR if circumstances warrant, with periodic updates provided to the SRCR and the Member under the inquiry, until the inquiry or investigation is complete.
- 14.5.3 If an investigation is undertaken in response to an allegation of policy breaches related to a funding application submitted to an Agency or to an activity funded by an Agency, within 7 months of receipt of the allegation, the Vice-President, Research & International shall submit to the SRCR a report including the following information:
- (a) The specific allegation(s), a summary of the finding(s) and reasons for the finding(s);
 - (b) The process and timelines followed;
 - (c) The researcher's response to the allegation, investigation and findings and any measures the research has taken to rectify the breach;
 - (d) The Investigation Committee's decision and any recommendations for rectification; and
 - (e) Actions taken by the University.
- 14.5.4 The report submitted under 14.5.3 shall not include:

- (a) information that is not related specifically to Agency funding and policies; or
 - (b) personal information about the Responding Member or any other person that is not material to the University's findings and its report to the SRCR.
- 14.5.5 Where the source of research funding is unclear, the SRCR has the right to request information and reports from the University and the University is required to comply.
- 14.5.6 Neither the University nor a Member may enter into confidentiality agreements that prevent the University from reporting to the Agencies.
- 14.5.7 If the University investigation or the arbitrator sustains an accusation of misconduct in research, and if that research is funded by an outside agency or has been published or submitted for publication, the Vice-President, Research & International shall, before the decision or report becomes public, inform the agency or publisher concerned, the Association, and the Responding Member of the outcome of the investigation. If the complainant has a legitimate interest in the outcome, the Vice-President, Research & International will advise the complainant of the outcome of the investigation, subject to applicable laws, including privacy laws.
- 14.5.8 Through reports to Senate, the Vice-President, Research & International will make public statistical annual reports on confirmed findings of breaches and actions taken, subject to applicable laws, including privacy laws.

14.6 **General**

- 14.6.1 The University shall take such steps as may be necessary and reasonable to:
- (a) not make public or allow to be made public by its officers, employees or other persons within its control any statement suggesting that a Member is guilty of misconduct in research as well as refute publicly any statements so made, unless an arbitrator has upheld the University's right to impose discipline upon that Member, or any grievance process in connection with such discipline has been concluded;
 - (b) protect the reputation and credibility of Members subjected to an unfounded allegation (whereby the Inquiry or Investigation found no research misconduct as outlined in 14.2), including written notification of the decision to all agencies, publishers, or individuals who were informed by the University of the investigation;
 - (c) protect the rights, position, and reputation of any Member who, in good faith, makes an allegation of research misconduct, or whom it calls as a witness in an investigation or arbitration hearing, including the provision of legal counsel and the payment of other reasonable legal and related costs should the Member be sued for her/his participation in any such investigation or arbitration proceedings;
 - (d) minimize disruption to the scholarly activities of the Member making the allegation and of any third party whose research may be affected by the securing of evidence relevant to the allegation during the course of the investigation; and

- (e) ensure that any disruption in research, teaching and community service resulting from allegations of misconduct in research does not adversely affect future decisions concerning the careers of those referenced in (b), (c), and (d) above.

14.6.2 If the University decides after investigation not to take disciplinary action against the Member named in the allegations or if an arbitrator decides in her/his favour, the University shall remove and destroy all documentation concerning the allegations from the Member's Official File, except for any arbitration report which is a public document.

14.6.3 No person consulted by the University concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.

15. PROGRAM REDUNDANCY

15.1 **Preamble.** The University and the Association recognize the importance of sound academic planning in establishing or changing academic priorities. They further recognize the powers and responsibilities of Senate in such matters and, in particular, they recognize that Senate has responsibility for approving and recommending to the Board of Governors all plans and policies pertaining to academic development of the University.

15.2 Definitions

(a) An *academic program* consists of:

- a group of courses offered by the University which may lead to a diploma, certificate, or degree;
- a designated sub-discipline within a Department or Faculty;
- some combination of the above.

(b) In the context of this Article, Program Redundancy refers only to direct termination of an academic program by Senate, whether or not it is accompanied by amalgamation, merger, reorganization, or full or partial closure of academic units, that may lead either to the lay-off of Members or to the transfer of Members into other academic units such that retraining will be required. Termination of an academic program for which neither lay-off nor transfer requiring retraining of Members is contemplated is not subject to this Article.

15.3 Declaration of Program Redundancy

(a) An academic program may be declared redundant by the University upon a recommendation from Senate, either solely for *bona fide* academic reasons or for academic reasons in the context of a confirmed declaration of financial exigency under Article 16, to the Board of Governors to do so. In either case, should the lay-off of Members be proposed under the declared redundancy or result as a direct consequence of the declared redundancy, the declaration by the University of a program redundancy shall cause this Article to be invoked.

(b) In the event of a declaration of program redundancy the University shall as its first priority explore the possibility of voluntary arrangements for the transfer of affected

Members to other academic units within the University. If the termination of an academic program solely for *bona fide* academic reasons by the University includes a proposal to lay-off Members, the University shall strike a Redundancy Committee (RC) under the terms set forth below.

- (c) Should a program redundancy result as a consequence of a confirmed declaration of financial exigency under Article 16, the assessment of the need for lay-off or transfer of Members shall be made by the FEC (Financial Exigency Commission) struck under Article 16, and no separate RC (see 15.4) shall be formed.

15.4 **Assessment of the Need for Lay-off or Transfer of Members**

An assessment of proposed lay-offs or faculty transfers arising from a Senate decision on the redundancy of a program in accordance with 15.3 above shall be carried out by a Redundancy Committee (RC).

- (a) The RC shall consist of three representatives appointed by the University, three representatives appointed by the Association, and a Chair selected jointly by the two parties. All members of the RC shall be permanent or tenured UW faculty members. No senior academic administrator at the level of dean or above, and no person who is a participant in the academic program(s) under consideration may be members of the RC.
- (b) The RC, whose reasonable administrative costs shall be borne by the University, shall determine its decision-making procedures.
- (c) The University agrees to full disclosure of available information that is pertinent to any proposed lay-off of members and deemed relevant by the RC.
- (d) The RC shall also consult with all Members of the academic unit(s) declared redundant who request to be heard, either individually, through the Association, or through representatives duly appointed by the academic unit(s) under consideration. More generally, the RC may consult as broadly as it deems necessary in order to arrive at its recommendations to the University.

15.5 Within sixty days of being struck the RC shall prepare a report that shall:

- (a) assess the extent and nature of the academic problems that gave rise to the declaration of redundancy and the extent and nature of the impact that the program closure(s) will have upon other academic programs at the University;
- (b) include detailed recommendations, as it sees appropriate, bearing in mind the possibility of transfer of Members within the same academic unit or to other academic units and the number of lay-offs deemed necessary on account of program closure(s). With regard to transfer of Members, the RC may recommend the creation of temporary complement positions in appropriate ongoing units: such a position may be filled only by a Member from a redundant unit and shall exist only until that Member's employment with the University has terminated.

- (c) include all reasons for its recommendations, together with all appropriate supporting documents.

The report of the RC shall be submitted to the President, with copies to the Association and Senate.

- 15.6 If the final report of the RC specifies that lay-off of Members is unavoidable, the University shall, within thirty days, prepare a detailed plan of action that it proposes to take, including both the names of any Members who are to be laid off and timelines for the lay-offs (see also Article 17). In the event the University chooses not to accept one or more of the recommendations contained in the RC report, reasons for not doing so must be presented in writing to Senate with a copy to the Association. The University shall provide a copy of its plan to the Association for comment, such comment to be received within twenty-one days. Within a further ten days following receipt of any comments from the Association, the University shall prepare a final plan of action and provide a copy of that plan to the Association. Should the University's decision be contrary to advice received from the Association, written reasons for rejecting that advice shall be included in the final detailed plan.
- 15.7 Any time limits under this Article may be extended by agreement of the Parties, in writing. Such agreement may not be unreasonably denied.
- 15.8 Given the academic nature of the University, the RC and the Board shall act to protect the primacy of the academic work of the University. Thus, prior to effecting any lay-offs, the University shall make every effort to offer each Member in the redundant program one of the following options:
 - (a) transfer to another Department/School/administrative unit to an unfilled complement position for which the Member is (academically) qualified (or could become qualified with up to a maximum of two years of retraining), provided that permission of the unit has been obtained;
 - (b) transfer to another Department/School/administrative unit to a newly created temporary complement position for which the Member is (academically) qualified (or could become qualified with up to a maximum of two years of retraining).

A Member who is offered either option (a) or option (b) shall have thirty days in which to accept or reject that offer. If a Member chooses not to accept either (a) or (b) that may be offered, or if the University cannot offer either option, then that Member may be laid off pursuant to Article 17.
- 15.9 A Member who accepts a transfer to another academic unit shall retain her/his rank, salary and benefits.
- 15.10 Lay-off is an exceptional action which shall not be taken until all reasonable alternative solutions (including reallocation of tasks within an academic unit) to the academic problems which have been proposed in the final report of the RC have been considered and implemented as far as is reasonably practicable. Lay-offs, if any, under this Article shall occur only in accordance with this Article and Article 17.

15.11 Individual and group grievances arising out of the procedures set out in this Article shall commence at Stage 2 of the grievance process as set out in 9.6 (see also 9.4.5).

16. FINANCIAL EXIGENCY

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

16.2 The term financial exigency denotes the extraordinary and rare condition in which substantial and recurring financial deficits in the total University budget have occurred or, on the basis of generally accepted accounting principles, are projected to be ongoing, thereby placing the solvency of the University as a whole in serious jeopardy. This article is invoked only in the event of a declaration of financial exigency in which lay-off of Members is proposed as a part of the resolution process.

16.3 In the event the President considers that a financial exigency exists within the meaning given above, he/she shall formulate a report, together with a preliminary plan to deal with the emergency. The President's report shall include both a specification of the precise nature of the problem faced by the University and accompanying information, including economies taken to date, to support his/her conclusion, and it shall document the reasons supporting the lay-off of faculty members, including the number of faculty lay-offs that are deemed by the President to be necessary. Further, the President shall:

- (a) provide the information identified above to the Board of Governors, to Senate and to the Association;
- (b) impose a University-wide hiring freeze until the exigency has been resolved;
- (c) within fifteen working days of declaring a financial exigency establish a five-member Financial Exigency Commission (FEC), with membership specified in 16.5(a) below to adjudicate his/her declaration of financial exigency.

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

16.5 Structure of the Financial Exigency Commission (FEC)

- (a) The FEC shall be composed of three individuals who are at arm's-length from the University and the Association, plus two senior permanent or tenured UW faculty members. Of the three individuals at arm's-length, one shall be appointed by the University, one by the Association, and the third appointed jointly by the University and the Association. One of the two senior members from UW shall be appointed by the University, the other by the Association.
- (b) The jointly-appointed arm's-length member of the FEC shall serve as Chair and normally shall be a person familiar with university finances. Should no agreement be achievable

on the appointment of the third member of the FEC, the Chief Justice of Ontario shall be asked to make the appointment.

- (c) In the event program redundancies are proposed as part of the resolution of the financial exigency, there will be no separate Redundancy Committee (RC) formed under Article 15, as the FEC will undertake the review of the need for lay-off of faculty members generated by such program redundancies. See 15.4, 15.5.

16.6 The FEC shall determine its own terms of reference and decision-making procedures consistent with generally recognized principles of natural justice. All reasonable expenses of the FEC established under this Article shall be borne by the University.

16.7 The onus shall be on the President to establish to the satisfaction of the FEC that a state of financial exigency exists within the meaning of 16.2. To this end, the President shall disclose all information that is related to the claimed financial exigency and/or deemed relevant by the FEC. The FEC may consult with any person or group of persons, internal or external to the University. In particular, it will receive any preliminary input that Senate may choose to provide regarding proposed program redundancies.

16.8 The FEC shall, within forty days, prepare a report that analyzes both the extent and the nature of the financial problems identified by the President, as well as the potential impact of the plan on the academic programs of the University. The FEC report shall be submitted to the Chair of the Board of Governors, with copies to the Presidents of the University and the Association, and to Senate. If there are recommendations for program redundancies in the plan, Senate will then have a further fourteen days to determine as specified in Article 15, Section 15.3(a) what, if any, program redundancies for *bona fide* academic reasons in the context of a confirmed declaration of financial exigency it approves and recommends to the Board. A copy of the Senate report shall be sent to the FEC which shall have an additional ten days to prepare a supplementary report as a result. The FEC supplementary report shall be submitted to the Chair of the Board of Governors, with a copy to the Presidents of the University and the Association.

If the FEC supports the President's contention that faculty lay-offs are necessary, it will address in its report the proposed number of lay-offs in both the academic and academic-service components of the University with a view to ensuring that a balance between these two sectors is maintained.

Given the academic nature of the University, the Board of Governors in its actions shall ensure that the academic well being of the University is preserved to the maximum extent possible.

16.9 When preparing its report, the FEC shall consider all submissions on the University's financial condition. Specifically, it shall consider and respond (with reasons) to each of the following questions:

- (a) Is there indeed a substantial and ongoing financial crisis with respect to the total operating budget which threatens the financial viability of the University?
- (b) In view of the primacy of academic goals at the University, is a reduction in the number of Members through layoff an operationally justifiable type of cost saving?

- (c) Have all reasonable means of achieving cost saving in all areas of the University budget (short of the lay-off of Members) been explored and implemented? In particular, have all reasonable means been taken to reduce costs through Member's voluntary early retirement, voluntary resignation, voluntary transfer to reduced load status and redeployment?
- (d) Have all reasonable means for improving the University's revenue position, including efforts to secure further assistance from the Provincial Government, been explored and taken into account?
- (e) Is the number of proposed faculty lay-offs consistent with enrollment projections?

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

- (a) If the FEC finds that a state of financial exigency does not exist, no lay-off of Members or reduction in the faculty complement shall take place for budgetary reasons. The report shall specify the reasons for its finding, and shall recommend additional and/or alternate ways in which it believes that the University may resolve its financial problems.
- (b) In the event that the FEC finds that a state of financial exigency does exist, its Report shall recommend the amount of reduction required, if any, in the budgetary allocation to Member salaries and benefits. The FEC shall also specify the number of Member lay-offs that may be required in order to effect the proposed reduction. If the number of lay-offs specified by the FEC differs from the number proposed by the President, reasons for the difference must be provided. Any reduction in the budgetary allocation for Member salaries and benefits shall be made conditional upon ongoing exploration of alternative cost-saving measures by the University.

16.11 The Board of Governors has the responsibility for implementing actions arising out of the FEC Report, and shall provide reasons why specific recommendations of the FEC were not carried out.

16.12 Any time limits under this Article may be extended by agreement, in writing, between the two Parties. Such agreement may not be unreasonably denied.

16.13 Lay-off is an exceptional action which shall be taken only after the University has exhausted all reasonable means to alleviate the financial exigency by applying rigorous economies in all areas of the University's present and projected expenditures, by using all reasonable means of improving its income, and by using all other means of making the necessary reductions in the employee groups in a manner which best maintains the academic viability of the University. Any lay-offs under this Article shall occur only to the extent necessary to alleviate the financial exigency, and shall not exceed the number that may be specified by the FEC.

16.14 Individual and group grievances arising out of the procedures set out in this Article shall commence at Stage 2 of the grievance process as set out in 9.6 (see also 9.4.5).

17. LAY-OFFS

17.1 Preamble

Under normal circumstances, no Member shall be dismissed, suspended, suffer employment contract termination, or otherwise be penalized with respect to terms and conditions of employment and/or rights and privileges relating to employment for budgetary reasons. Lay-off of Members who hold ongoing appointments (whether permanent, tenured, or probationary) or definite-term appointments (in advance of their normal expiry date) is an exceptional action which may occur only in accordance with Article 15 or Article 16 together with this Article.

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

All payments under this Article shall be based on a Member's nominal salary (or actual salary for Members on reduced load as defined in Policy 59 or on fractional-load appointments as defined in Policy 76). However, in no case shall the number of months during which salary is paid under this Article exceed the time remaining until a Member's officially declared retirement date according to Article 11.3.3.

Members who are laid off in accordance with this Article remain Members as defined in Article 2 while not employed by the University for a period not to exceed three years or until they accept full-time employment elsewhere. The Association shall waive payment of membership dues or amounts equal to its membership dues for such Members during this period.

17.2 Notice for Lay-Off Under Program Redundancy (Article 15) Without Financial Exigency

The President of the University shall provide written notice to Members who are to be laid off under Program Redundancy, with copies of the individual notices to the Association, as much in advance of the date of lay-off as possible, but not less than:

- (a) six months in advance of the lay-off date for Members on definite-term appointments, and for Members holding probationary appointments with fewer than three years of service;
- (b) twelve months in advance of the lay-off date for Members holding probationary appointments with three to six years of service;
- (c) eighteen months in advance of the lay-off date for Members with permanence or tenure.

By informing a Member and the Association in writing twenty days in advance, the University may lay off a Member with pay in lieu of notice or with a combination of notice and pay in lieu of notice totalling the appropriate notice period in (a) through (c) above.

17.3 Severance Arrangements for Lay-Off Under Program Redundancy (Article 15) Without Financial Exigency

Lay-off under program redundancy shall occur only if both options under 15.8 of Article 15 have been exhausted. A Member who is laid off under the terms of Article 15 shall be entitled to the following severance arrangements, in addition to the notice set out in 17.2:

- (a) one month's pay for each completed year of service from the initial time of appointment to the time of lay-off, with part years prorated, for Members on definite-term appointments, with a maximum total amount of twelve months' salary;
- (b) one month's pay for each year or partial year of service at the time of lay-off for Members holding probationary-term appointments;
- (c) one month's pay for each year or partial year of service at the time of lay-off, with a minimum total amount of nine months' salary and a maximum total amount of thirty months' salary, for Members who have permanence or tenure.

17.4 **Criteria and Process for Lay-Off Under Financial Exigency**

When a declaration of financial exigency has been confirmed, and no satisfactory provision can be made by the University for the continued employment of all Members and, as a financial exigency may affect the ability of the University to carry on its mission, a plan for reduction in the number of Members employed by the University shall be prepared by the President and the Vice-President Academic, and Provost in consultation with Faculty Deans, the Dean of Graduate Studies, the Vice-President Research and the President of the Association. This plan shall be structured so that the University may continue to operate as far as possible in accordance with its mission, and may propose vertical cuts (involving full or partial program redundancies as defined in Article 15), across-the-board cuts, or some combination of vertical and across-the-board cuts. Program redundancies will require the approval of Senate.

The plan shall also provide that faculty who are to be laid off other than through program redundancies shall be laid off in the order: all non-regular faculty members (as defined through UW Policy 76) before regular faculty members, and, among regular faculty members, definite-term (funded from base budget) before probationary, permanent and tenured appointments.

The Faculty Deans, in consultation with their Department Chairs, shall prepare career-averaged performance ratings for all Members within their jurisdictions, and shall submit a ranked list of Members to the President and the Vice-President Academic, and Provost. This list, together with the data on which the lists are based, shall be made available to the President of the Association on a confidential basis by the President. The President, in consultation with the Vice-President Academic, and Provost, shall make the offers required to Members in redundant programs as specified in Article 15, Section 15.8, and, subsequently shall provide notice to those Members who are to be laid off under program redundancy. The President shall further select those Members who are to be laid off under any across-the-board provision on the basis of:

- reverse seniority, except that
- individuals with a minimum of three annual performance evaluations and a career-averaged annual performance rating within the top one-third of their Faculty will be exempted from lay-off.

Members who are selected for lay-off pursuant to this Article may grieve their selection (under Article 9) only on the grounds of procedural error.

17.5 **Notice of Lay-Off Under Confirmed Financial Exigency**

The President of the University shall provide written notice to Members who are to be laid off in accordance either with Article 15 or with Article 16 under a confirmed financial exigency, with copies of the individual notices to the Association, as much in advance of the date of lay-off as possible, but not less than:

- (a) six months in advance of the lay-off date for Members on definite-term appointments, and for Members holding **probationary-term** appointments with fewer than three years of service;
- (b) nine months in advance of the lay-off date for Members holding **probationary-term** appointments with three to six years of service;
- (c) twelve months in advance of the lay-off date for Members with **permanence or** tenure or holding **probationary** appointments with more than six years of service.

17.6 **Severance Arrangements for Lay-Off Under Confirmed Financial Exigency**

Lay-off under program redundancy in the context of a confirmed financial exigency shall occur only if both options under 15.8 of Article 15 have been exhausted. A Member who is laid off under the terms of Article 15 or Article 16 under confirmed financial exigency shall be entitled to the following severance arrangements, in addition to the notice set out in 17.5:

- (a) one month's pay for each completed year of service from the initial time of appointment to the time of lay-off, with part years prorated, for Members on definite-term appointments, with a maximum total amount of ten months' salary;
- (b) one month's pay for each year or partial year of service at the time of lay-off for **Members holding probationary appointments**;
- (c) one month's pay for each year or partial year of service at the time of lay-off, with a minimum total amount of nine months' salary and a maximum total amount of eighteen months' salary, for Members who have **permanence or** tenure.

17.7 **Rights of First Refusal, or Recall**

In the event that, within three years from the date at which lay-off begins, a position becomes available through retirement, resignation, death, or the cessation of the state of financial exigency, Members who have been laid off for reasons of financial exigency or program redundancy shall be informed of the vacancy in writing. A Member who chooses to apply shall have the right of first refusal for any position in her/his original Department for which that Member is qualified.

- (a) In the event there is no Member on the recall list who is qualified or if no Member accepts a recall, and if the Association agrees that the recall provision has been exercised properly, the University may proceed to fill a vacancy through normal recruiting and appointment procedures.
- (b) Laid-off Members shall be recalled in reverse order to the specific order of lay-offs determined by the University under 17.4.

- (c) Members who are recalled to service in the University shall retain all rights and entitlements that would be in place had the Member not been laid off. The salary of the recalled Member shall be that held at the time of lay-off, altered by any applicable scale changes.
- (d) A Member who is recalled to an area or position at UW other than in her/his original discipline retains the right of first refusal for any opening in the original discipline.
- (e) A Member being offered recall shall be notified in writing by registered mail sent to the Member's last known address, with a copy to the Faculty Association. The Member shall have twenty-five working days in which to respond to the recall offer and shall have up to six months from receipt of notice of recall to terminate other obligations and recommence employment at the University.
- (f) If a Member is offered a temporary recall (e.g. as a leave replacement) it may be refused by the Member without prejudicing recall rights. If a Member fails to respond to a recall, or refuses a recall that is not specified as temporary, the Member's name will be removed from the recall list.
- (g) Members who have secured alternative ongoing full-time employment outside UW that is substantially equivalent to their duties at UW shall be removed from the recall list.

17.8 **Rights and Benefits During Recall Period**

- (a) Until a Member who has been laid-off has been recalled (in the case of a declaration of financial exigency), secured alternative full-time employment, or until three years have elapsed from the date of lay-off, whichever is earlier, that Member shall have the option of continuing to be covered by any of the University's benefit plans (including the University pension plan) for Members, at the same level, at her/his expense, and shall be entitled to retain any University loan. In the event that a Member is given salary in lieu of notice, full benefits, with the same sharing of costs as were in effect immediately prior to lay-off, shall apply for the normal notice period.
- (b) For the lay-off period during which a Member is eligible for recall, he/she shall continue to have full access to Library facilities on the same basis as on-site Members. In addition, Departments/Faculties shall endeavour to maintain a full range of collegial contacts with laid-off Members, and to provide them with access to office space, laboratory and computer facilities so that they may maintain their professional skills, provided laid-off Members continue to make use of these facilities in order to keep up with ongoing work in their fields.
- (c) Dependents of laid-off Members shall have the same rights to tuition assistance as dependents of Members who have not been laid off.
- (d) A Member on lay-off who is recalled shall repay any portion of the severance allowance specified in 17.5 that exceeds the entitlement that would have been obtained had he/she continued to occupy his/her position held prior to lay-off.

(e) A Member who has already received the severance allowance referred to in 17.5 and who is recalled and laid off a second time shall receive that allowance again, minus any net amount received as a consequence of the first lay-off.

17.9 Disputes arising out of the failure to follow procedures are referable to grievance and arbitration processes as set out in this Agreement.

SCHEDULE “A”

Policy 76 – Faculty Appointments

Established: June 6, 2000

Last Updated: IMPLEMENTATION DATE

Class: F

1. INTRODUCTION

This policy defines appointment categories (regular, research, visiting, adjunct, special), appointment types (tenured or permanent, probationary, definite-term) and appointment intensities (full-time, part-time, fractional load) for faculty appointments at the University of Waterloo. Hiring procedures for regular faculty appointments are described in Section 6.

Faculty appointments can be made in departments, schools, Faculties, or other academic units approved by the Board of Governors. The approval route is: department Chair, Faculty Dean, Vice-President Academic & Provost (VPA&P); new appointments with tenure also require approval of the Board of Governors. Faculty appointments are reported to Senate for information.

2. FACULTY APPOINTMENT CATEGORIES

A. Regular Faculty Appointments

As of [IMPLEMENTATION DATE], Regular Faculty appointments are made in two mutually exclusive categories: Tenure Stream and Teaching Stream. The ranks in the Tenure Stream are: Assistant Professor, Associate Professor, and Professor. The ranks in the Teaching Stream are Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; and Professor, Teaching Stream. Additionally, there may remain Lecturers with permanence (Continuing Lecturers, see section 3D) appointed before [IMPLEMENTATION DATE]; these are also deemed Teaching Stream appointments. These seven titles, without additional qualifiers or with the qualifier “clinical”, are reserved for regular faculty appointments.

Definite-term appointments in the Tenure Stream may be made at the rank of Assistant Professor, Associate Professor, or Professor. Definite-term appointments in the Teaching Stream may be made at the rank of Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; or Professor, Teaching Stream. Definite-term appointments are intended to meet time-limited needs of an academic unit and are to be made with the explicit understanding that no commitment to any further appointment, whether definite-term, probationary, or tenured/permanent is implied (see 3.A). Examples of appropriate definite-term appointments, include, but are not limited to, replacing faculty members on extended leave, or who have been assigned duties outside the Department, or to serve in a Department where there are specific and time-limited Department workloads that do not require permanence or Tenure Stream appointments.

Definite-term appointments in the Teaching Stream are limited to teaching and service, and formal teaching duties are normally assigned in all three terms. Definite-term appointments in the Tenure Stream normally have duties in teaching, service, and scholarship; formal teaching duties are often assigned in all three terms.

When considering the creation of definite-term appointments, it is important to ensure that the duties involved are appropriate to the job category, whether Tenure Stream, Teaching Stream, or a professional staff appointment.

These appointments may be made on a full-time or fractional-load basis. Clinical faculty appointments can be made at all these ranks. Reference to faculty ranks in this policy include all regular faculty appointments, including clinical appointments, except where explicitly noted otherwise.

Faculty members in the Tenure Stream contribute to teaching, scholarship and service. Faculty members in the Teaching Stream contribute to teaching and service and do not normally have a scholarship weighting greater than zero. For further details, see Sections 2B and 2C, Tenure Stream Expectations and Teaching Stream Expectations.

Faculty members in the Tenure Stream are not eligible for transfer to the Teaching Stream without applying for and being appointed to an open position following standard hiring practices. Faculty members in the Teaching Stream are not eligible for transfer to the Tenure Stream without applying for and being appointed to an open position following standard hiring practices.

B. Tenure Stream Expectations

Faculty members in the Tenure Stream contribute to all aspects of delivering on the University's mission: teaching, research and scholarship, and play the primary role in the University's efforts to deliver on its mission in research and scholarship. They also play an important role in the operation of the University through their service contributions. Regular full-time faculty in the Tenure Stream are normally assigned formal teaching duties in two of the three terms in which the University operates, but are expected to engage in scholarship, supervise students as required, and contribute to University service throughout the year. However, due to the close relationship between clinical practice and scholarly activity for clinical faculty, it is typical and appropriate for the clinical teaching duties for clinical faculty in the Tenure Stream to be spread over all three terms.

During a term for which formal teaching duties are not assigned, Tenure Stream faculty members are expected to increase their scholarly activity. In special circumstances, a faculty member and the department Chair may arrange a different assignment of responsibilities. Any such arrangement must be documented and must have the formal approval of the Faculty Dean.

Professorial rank is intended to reflect a faculty member's stature and record of accomplishment as a teacher and scholar. An Assistant Professor normally has a doctorate or terminal professional degree, as well as experience or strong potential in teaching and scholarship. An Associate Professor has demonstrated ongoing competence, maturity and independence in teaching and scholarship. A Professor has demonstrated a clear commitment to teaching and has shown

substantial achievement in research as evidenced by the production of a body of scholarly work that is widely known and respected.

C. Teaching Stream Expectations

Faculty members in the Teaching Stream contribute primarily to the teaching mission. They are expected to contribute to and advance a culture of teaching excellence and educational innovation that enhances education. Some Teaching Stream faculty members have appointments that involve especially large service contributions.

An Assistant Professor, Teaching Stream often has a doctorate, a terminal professional degree or credential, or special industrial, professional or other experience that is highly valuable for teaching in their discipline, as well as strong potential or experience in teaching. An Associate Professor, Teaching Stream has demonstrated ongoing proficiency, maturity, and independence in teaching. A Professor, Teaching Stream has demonstrated a continuing and longstanding record of (i) highest quality teaching both as part of formal course-based teaching and outside of this formal teaching, as detailed in the University's Framework for Teaching Effectiveness and Addendum, and (ii) educational leadership.

D. Tenure, Permanence, and Promotion

Procedures for tenure and promotion and permanence and promotion consideration for faculty members who hold probationary appointments and promotion procedures for faculty members who hold tenured or permanent appointments are set out in Policy 77. For those holding definite-term appointments, a recommendation to reappoint at a higher rank shall be considered by the Faculty Tenure, Permanence and Promotion Committee (FTPPC), and requires the approval of the Dean and the Vice-President, Academic & Provost.

The results of annual performance reviews carried out for each faculty member must be taken into account in consideration for reappointment, tenure/permanence or promotion.

E. Other Faculty Appointments

All faculty appointments, other than regular appointments as described in the preceding section, are definite-term appointments (see 3.A). They may be full-time or part-time, as specified in the letter of appointment.

Research Appointments

These appointments carry the titles Research Professor, Research Associate Professor or Research Assistant Professor, with rank determined according to the same scholarship criteria that apply to regular faculty appointments. A recommendation to reappoint at a higher rank shall be considered by the FTPPC, and requires the approval of the Dean and of the Vice-President, Academic & Provost.

Research faculty members are normally appointed to an academic department or school, and their duties are as specified in their appointment letters. Duties will be primarily research-oriented, but in some cases may include some service, teaching and/or student supervision. Research faculty

members should be encouraged to take part in the normal life of the department and Faculty, as permitted by their research duties. The performance of research faculty members should be reviewed annually, in accord with the nature of the appointment as specified in the letter of appointment, by the research director (supervisor, principal investigator) and the department Chair. Where the appointment includes components of service, teaching or student supervision, the department Chair shall review the performance of the research faculty member in these specific areas annually. The results of all such reviews shall be communicated to the research faculty member as soon as possible upon completion.

Research appointments are definite-term, and may be conditional on the availability of external research funding, as specified in the letter of appointment. A conditional appointment may be terminated should the external research funding for this purpose be discontinued; otherwise the usual considerations for definite-term appointments apply (see 3.A). If a research appointment is terminated prior to the contract end-date because external research funding is discontinued, any salary component promised from department operating funds and the associated teaching or other duties may, at the option of the appointee, be continued until the end of the definite-term contract period.

Visiting Appointments

These appointments are definite-term, normally of duration one year or less, and carry the titles: Visiting Professor; Visiting Associate Professor; Visiting Assistant Professor; Visiting Professor, Teaching Stream; Visiting Associate Professor, Teaching Stream; or Visiting Assistant Professor, Teaching Stream.

Adjunct Appointments

These appointments carry the titles Adjunct Professor; Adjunct Associate Professor; Adjunct Assistant Professor; Adjunct Professor, Teaching Stream; Adjunct Associate Professor, Teaching Stream; or Adjunct Assistant Professor, Teaching Stream. They are made to individuals, external or internal to the University, who are qualified to undertake certain specific responsibilities within an academic unit for teaching, scholarship or the co-supervision of students. Where appropriate, adjunct faculty members should be encouraged to take part in the normal life of the academic unit and Faculty.

Special Appointments

The titles given (e.g., Visiting Critic, Writer-in-Residence, Resource Person) are expressive of the functions performed; the normal ranks are not used.

F. Miscellaneous Appointments

Overload Appointments

An individual who already has a faculty appointment in one of the other categories and who is asked to take on specific duties additional to their normal responsibilities may be given an overload appointment with additional remuneration. An overload appointment is for a definite-term, and requires approval of the Chair of the individual's home department.

Cross and Joint Appointments

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

Administrative Appointments

Faculty may hold administrative appointments as department Chairs, Deans, Vice-Presidents and so on. These appointments are covered by separate policies, and are not categories of faculty appointment under this policy.

Honorary Titles

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

3. TYPES OF FACULTY APPOINTMENT

A. Definite-Term Appointments

A definite-term appointment is an appointment for a contractually limited period of time. Although reappointment is not precluded (except by the time limits indicated below), a faculty member on a definite-term appointment is not entitled to consideration for reappointment upon the expiration of the term.

A definite-term appointment is for any period up to five years, with the provision that contracts for 1 day less than a multiple of 4 months, and other similar practices, are prohibited. Wherever practical, definite-term appointments should end on April 30, June 30, August 31, or December 31 to line up with the end of academic terms. For those whose first definite-term regular appointment was made after [IMPLEMENTATION DATE], no further definite-term appointments can be made beyond the fifth year; however, they may be considered for probationary appointments.

A faculty member with a definite-term appointment of one year or more shall be notified by the Dean no less than six months before the end of the contract with regard to reappointment. Should this deadline for notice be missed, the contract will be extended by an additional month for each partial or whole month by which notice is late. (For example, if the end date of a contract is April 30, notice is due by October 31 in the previous calendar year. If notice is not given until December 6, the contract would be extended by two months until June 30.) Faculty members with definite-term appointments of less than one year may request, in writing, notification concerning reappointment on or after the mid-point of their contracts, and the Dean shall respond within one week.

For regular faculty members, a recommendation to terminate a definite-term appointment before the contractual completion date is handled in accordance with the procedures outlined in the Memorandum of Agreement between the Faculty Association and the University of Waterloo. For

non-regular faculty members, a termination before the contractual completion date is handled in accordance with the Employment Standards Act of Ontario.

B. Probationary Appointments

A probationary appointment is a regular faculty appointment for a contractually limited period of time. While probationary appointments can be made at any rank in the Tenure Stream or the Teaching Stream, they are generally made at the ranks of Assistant Professor and Assistant Professor, Teaching Stream. A faculty member holding a first probationary appointment is entitled to formal consideration for reappointment to a second probationary contract. A faculty member holding a second probationary appointment is entitled to formal consideration for tenure or permanence; see Policy 77. Faculty members with probationary appointments are not eligible for promotion prior to the granting of tenure or permanence.

A first probationary appointment shall have an end-date of June 30, and its duration shall be at least two years and ten months, but less than three years and ten months. A second probationary appointment shall be for three years. If an appointment is at fractional-load, the duration of each probationary appointment may be extended by one year. Pregnancy, or parental leaves reduce the time available to prepare for tenure or permanence consideration. Therefore, the probationary period and the time to tenure decision will be extended as described in Policy 14, Section 12.

An extended period of illness that prevents the fulfillment of duties can reduce the time available to prepare for tenure or permanence consideration. A period longer than 180 days may result in a Long Term Disability leave, in which case an extension to the probationary appointment and the time to tenure/permanence decision shall be made. A continuous period of debilitating illness which prevents the fulfillment of duties, but does not result in Long Term Disability, may also be eligible for an extension to the tenure/permanence clock upon application to the Dean. Normally such extensions will be for one year; renewable depending on the severity and continuation of the illness as determined by the University Physician. The applicant shall provide relevant medical information to the University Physician, who will provide detailed written advice to the Dean. The University has the right to request a second medical opinion, at the University's expense. Any medical information provided shall be kept in a separate confidential file, accessible only by the University Physician. If the Dean denies the request, they shall provide written reasons to the applicant, who may appeal the decision to the Vice-President, Academic & Provost. The decision of the Vice-President, Academic & Provost is final.¹

Consideration for reappointment to a second probationary appointment shall occur during the final year of the first probationary appointment; see below. If reappointment is not approved, the candidate's appointment shall be extended as necessary to provide twelve months' notice from the date they are informed of the Dean's negative decision.

¹ Policy 57 – Employee Accommodation is currently being amended. Section 3B of Policy 76 will be revised upon the finalization of Policy 57. In the interim, Occupational Health plays the specified role of the University Physician.

Termination of a probationary appointment prior to the contractual end-date constitutes dismissal and is subject to the terms set out in the Memorandum of Agreement between the Faculty Association and the University of Waterloo.

Probationary Reappointment

The Chair shall give the candidate written notification of consideration for reappointment at least 13 months before the end-date of the first probationary appointment. The candidate shall meet with the Chair to discuss the process to be followed and the materials to be submitted. Except in unusual circumstances, external reference letters are not required for reappointment; however, if the candidate and/or the Department Tenure, Permanence and Promotion Committee (DTPPC) decide that external referees should be contacted, the procedures in Section 6 of Policy 77 shall apply. The Department (DTPPC), Faculty (FTPPC) and University Tenure, Permanence and Promotion Advisory (UTPPAC) Committees are described in Section 5 of Policy 77.

For reappointment of Tenure Stream faculty members, the candidate is expected to present a record as a good teacher and evidence of scholarly or creative work as described in sections 2 and 3 of Policy 77. The DTPPC shall assess whether the candidate is making satisfactory progress towards tenure, recognizing that at this stage it may be necessary to make judgments in some areas based on potential. The DTPPC Chair shall forward the DTPPC recommendation to the Dean and shall inform the candidate in writing, including reasons if the recommendation is negative.

For reappointment of Teaching Stream faculty members, the candidate is expected to present a record (i) as an effective teacher and evidence of becoming a strong teacher, both as part of formal course-based teaching and outside of this formal teaching, as detailed in the University's Framework for Teaching Effectiveness, and (ii) of satisfactory service, as described in sections 2 and 3 of Policy 77. (In the case of Teaching Stream faculty members with service weight greater than or equal to 40%, expectations for Service are higher than "Satisfactory" because of the prominence of this part of their roles.) The DTPPC shall assess whether the candidate is making satisfactory progress towards permanence, recognizing that at this stage it may be necessary to make judgements in some areas based on potential. The DTPPC shall forward the DTPPC recommendation to the Dean and shall inform the candidate in writing, including reasons if the recommendation is negative.

The candidate may appeal a negative decision in writing to the FTTPC within ten working days of being notified. For purposes of the appeal, the FTTPC shall be chaired by its non-voting UTPPAC member; the Dean and the DTPPC Chair shall be available to present evidence and to answer questions, but shall not otherwise participate in the proceedings. The candidate may choose to appear before the FTTPC and may choose to be accompanied by a UW academic colleague. The FTTPC shall decide whether to reappoint and shall inform the candidate and the Dean in writing, including reasons if the decision is negative. The FTTPC shall conduct its proceedings in accordance with the principles of natural justice and its decision shall be final and binding, except that an alleged failure of the FTTPC to comply with the above procedures may be grieved under the grievance and arbitration provisions of the Memorandum of Agreement between the Faculty Association and the University.

The Dean and/or Chair shall write to candidates who are to be reappointed to summarize any concerns that may have been identified, and to provide advice on preparing for future tenure/permanence consideration.

C. Tenured and Permanent Appointments

Tenure and permanence are forms of continuing appointment granted only to regular faculty members, full or fractional load, in the Tenure Stream and Teaching Stream respectively. Tenure will be awarded only at the ranks of Associate Professor, or Professor; permanence will be awarded only at the ranks of Associate Professor, Teaching Stream, or Professor, Teaching Stream. Continuing Lecturers appointed before [IMPLEMENTATION DATE] who opted to retain that status will also be deemed to have permanence. For clinical faculty, the term “clinical tenure” is sometimes used, for instance in advertising open positions. This alternative terminology does not reflect any difference in the status of the appointment; it is in place because it is sometimes useful to indicate that suitable candidates for the position can have scholarly or teaching activities that differ from those typical of non-clinical faculty. In particular, scholarly activities may focus on activities described in Policy 76, sec. 2 as “new applications of knowledge to the problems of society.”

Normally, faculty members are considered for tenure or permanence during their fifth or sixth year of probationary appointment at the University of Waterloo. The criteria and procedures for the granting of tenure or permanence are set out in Policy 77.

An initial appointment with tenure or permanence is unusual and can be made only at the rank of: Professor; Associate Professor; Professor, Teaching Stream; or Associate Professor, Teaching Stream. An appointment with tenure or permanence must be recommended by the FTPPC, and requires approval by the Dean, the VPA&P and the Board of Governors.

A tenured or permanence appointment can be terminated prior to retirement only for adequate cause or for reasons of financial exigency. Dismissal of a tenured or permanence faculty member is handled in accordance with the procedures outlined in the Memorandum of Agreement between the Faculty Association and the University of Waterloo. Similarly, dismissal of a Continuing Lecturer is handled in accordance with the procedures outlined in the Memorandum of Agreement between the Faculty Association and the University of Waterloo.

D. Lecturer Appointments

Lecturers are regular faculty appointments made on a full-time or fractional-load basis and are of two types: definite-term or continuing. Effective [IMPLEMENTATION DATE], new appointments will no longer be made to the rank of Lecturer.

Continuing Lecturers appointed before [IMPLEMENTATION DATE] who did not elect to transition to the professorial Teaching Stream ranks will maintain the same terms and conditions of employment that applied to the rank of Lecturer prior to the introduction of the professorial Teaching Stream ranks.

Dismissal of a Continuing Lecturer is handled in accordance with the procedures outlined in the Memorandum of Agreement between the Faculty Association and the University of Waterloo.

This appointment category and any other reference to the rank of Lecturer or the title of Continuing Lecturer shall be removed from policy once no faculty members remain who continue to hold an appointment at the rank of Lecturer.

4. OTHER INFORMATION

A. Participation in Roles and Governance

Regular Tenure Stream faculty members and regular Teaching Stream faculty members have equal rights with respect to participation in University governance. In particular, all regular faculty from both streams may attend and vote at Department meetings and Faculty Council meetings, although it is appropriate that for some longer-term decisions voting may be restricted to probationary, tenured, and permanent faculty members.

Probationary, tenured and permanent faculty members from both streams may sit on and be eligible for election to appropriate departmental, Faculty and University committees and service roles, noting that for some of these roles differential eligibility is indicated in Policy, procedures, or as a reasonable qualification for a particular role.

B. Issues Particular to Teaching Stream

“One-in-Six” Term

With the exception of clinical faculty members, full-time faculty members in the Teaching Stream are entitled to at least one term out of six in which they are not assigned courses to teach. More precisely, in every two-year period beginning January 1 of an odd-numbered year and ending 24 months later, full time Teaching Stream faculty members are entitled to take at least one term without assigned courses; Teaching Stream faculty members whose positions started after January 1, 2025 and whose appointment date was in an even-numbered year shall have their two-year windows begin on January 1 of even-numbered years.

One such term without courses assigned shall be designated the “one-in-six” term in an agreement between the faculty member and their Chair, and a formal list of these terms will be kept by the Chair. In this “one-in-six” term, faculty members in the Teaching Stream will focus more closely on other pedagogical elements, educational elements, and/or educational leadership in support of teaching as described in the University’s Framework for Teaching Effectiveness.

By mutual agreement between a faculty member and the Chair, the timing of this term may be adjusted within the designated two year period; in extraordinary circumstances, the timing of this term can be moved into one of the first two terms in the subsequent two year period, resulting in two such terms in that period. Such agreements will make explicit in writing when a replacement term without formal teaching duties will occur.

During the Teaching Stream faculty member’s designated “one-in-six” term, no overload teaching is permitted.

Course Reduction

It is the intention of the University to support in every way possible the earned course reductions for probationary and permanent Teaching Stream faculty members as detailed below.

It should be clearly understood that granting earned course reductions is contingent upon the faculty member's department being able to make the necessary arrangements to accommodate such an absence, having taken reasonable steps to do so. Consistent with Policy #3 (Sabbatical and Other Leaves) granting of earned course reductions is also contingent upon the financial resources of the University in any given year.

Should problems arise in any of the above creating reasonable operational limitations on the ability to grant earned course reductions, it may be necessary to postpone individual requests until such time as all the conditions can be satisfied. In such circumstances, the member shall continue to accumulate course reduction credits, and this accumulation shall not be subject to approval by the Dean that is specified in subsection g.

- (a) Continuing Lecturers and definite-term Assistant Professors, Teaching Stream are not eligible for the earned course reductions laid out in Policy 76.
- (b) Probationary Assistant Professors, Teaching Stream hired after **IMPLEMENTATION DATE** will have their teaching load reduced by 1 course in the first year of their contract.
- (c) Probationary Assistant Professors, Teaching Stream hired after **IMPLEMENTATION DATE** who are re-appointed to a second probationary contract will have their teaching load reduced by 1 course in the first year after re-appointment.
- (d) Permanent Associate Professors, Teaching Stream and Professors, Teaching Stream will accumulate 1 course reduction credit for each assigned course (equivalent to 0.5 units) that they teach as part of their regular position. (Overload courses taught for a stipend are not eligible to contribute to course reduction credit.) Permanent Associate Professors, Teaching Stream and Professors, Teaching Stream will also accumulate course reduction credits for course reductions granted for service tasks that do not involve a teaching or educational leadership component. For instance, no credit would accumulate where earned course reductions are allocated for the purposes of developing teaching materials or serving as a Teaching Fellow, but would for roles such as Associate Chair, Associate Dean, Associate Vice-President. For service tasks involving multiple earned course reductions, and that partially involve a teaching or educational leadership component, careful consideration of the number of course reduction credits is required. The number of course reduction credits that will be granted for a service role shall be discussed with the faculty member and is subject to approval of the Chair and the Dean, and is to be documented in writing at the time of appointment.
- (e) Course reduction credits can be converted to earned course reductions at the rate of 13 course reduction credits for 1 earned course reduction (equivalent to a 0.5 unit).

Permanent Teaching Stream faculty members must apply to use earned course reductions (see subsections (h) and (i)). Course reduction credits can be converted starting in the term following the accumulation of the 13th course reduction credit.

- (f) Teaching Stream faculty members may share their preference in scheduling earned course reductions with their Chairs, and subject to operational requirements, reasonable efforts will be made to accommodate preference. When the intention of the Teaching Stream faculty member is to convert their earned course reductions into an additional term without assigned courses, additional efforts will be made to make this term adjacent to their one-in-six term if requested.
- (g) Generally, permanent Teaching Stream faculty members can accumulate at most 45 unused earned course reduction credits, which cannot be paid out at retirement. In exceptional circumstances (for example, when a project has to be delayed for project-related reasons or department-related reasons), additional course reduction credits may be accumulated with the approval of the Dean. (For clarity, in circumstances where a member has not used their earned course reduction entitlement, they will not lose their existing course reduction credits; however they will not continue to accumulate additional course reduction credits unless and until an earned course reduction is utilized.)
- (h) Permanent Teaching Stream faculty members can apply for 1, 2 or 3 earned course reductions in a given fiscal year, subject to the condition that one cannot apply for earned course reductions that are greater than half of that year's teaching load.
- (i) Earned course reductions are granted to enable projects or activities that have the potential to improve teaching and learning at University of Waterloo or more generally. The Chair and the Dean will be responsible for the approval of an earned course reduction on the basis of an application which sets out the tasks or project related to educational leadership which the faculty member intends to carry out. Where a Chair is considering not approving a reduction, they will first provide the member with feedback on the proposal and an opportunity to revise and resubmit. Proposals will also include a feasible work plan and should be submitted to the Chair at least 4 months prior to the beginning of the expected term in which the reduction would occur. As with sabbaticals, approval of future earned course reductions is contingent on satisfactory progress made with previous earned course reductions. Activities carried out during the time given by the earned course reduction will be considered for the purposes of the faculty member's next performance review.

5. FACULTY APPOINTMENT INTENSITIES

Full-time faculty appointments are 12-month appointments which carry an obligation for some combination of teaching, scholarship and University service throughout the full year, excepting annual paid vacation.

Part-time appointments may be made in any of the non-regular faculty appointment categories (Section 2.E). A part-time appointment carries a lower time commitment than does a full-time appointment, and may also have a more limited range of duties and responsibilities, as specified in the letter of appointment.

A fractional-load appointment is a regular faculty appointment that carries the same distribution of duties in teaching, scholarship and service as does a regular full-time appointment at the same rank, but the total commitment of time to the University is not as great. Fractional-load appointments can be made at any fraction of total load (normally at least 50%) that corresponds to a practical assignment of University duties. A faculty member who holds a probationary appointment on a fractional-load basis is entitled to formal consideration for reappointment or tenure at the same fractional load.

Regular faculty members may apply to change their appointments from full-time to fractional-load (or vice versa). Such changes require the written mutual agreement of the faculty member and department Chair, and must be formally approved by the Faculty Dean and the Vice-President, Academic & Provost.

Temporary Reduction in Workload

Faculty members who desire a temporary reduction in workload should apply for a partial leave of absence; see Policy 3.

A reduced load to retirement is a special fractional-load appointment with respect to participation in UW pension and benefit plans; see Policy 59.

6. HIRING PROCEDURES FOR REGULAR FACULTY MEMBERS

This section describes the procedures to be followed in hiring probationary and tenured/permanent faculty members, as well as those regular faculty members on definite-term appointments of at least three years duration.

Academic excellence, the cornerstone of UW's mission, is achieved by the commitment of the University community to the highest quality teaching, scholarship and services that support the academic enterprise. That commitment underlies admission and examination standards, hiring and promotion decisions, criteria for performance evaluation and academic goals.

Consistent with the mission of achieving academic excellence, UW is committed to recruit the best faculty possible, within the context of its budgetary considerations and academic programs, as well as priorities such as faculty renewal and employment equity. Faculty recruitment will be carried out through the application of the highest standards and best practices. Recruitment of faculty of the highest quality is a very competitive process and as such requires prompt actions on the part of all involved with the recruitment process. The VPA&P, Faculty Deans and Department Chairs will take appropriate administrative measures to realize this goal.

The need for a new or replacement appointment is identified by a Department Chair in consultation with the department. Authorization to advertise a position must be obtained from the Dean and the Vice-President, Academic & Provost to ensure that the appointment is consistent with

Faculty/University priorities and budgetary considerations. Care should be taken that the position is not defined so narrowly as to limit unreasonably the pool of qualified candidates.

Procedures are to be adopted to ensure that an adequate list of possible candidates of the highest quality is obtained through proactive national and, if appropriate, international searches and that selection from this list has been effectively carried out. The search process will continue until an adequate list of possible candidates of the highest quality is obtained.

Positions are advertised in University Affairs and/or the CAUT Bulletin, and normally in relevant professional journals and e-lists. Also, the Chair shall send advertisements to appropriate contact persons at other Canadian universities. Advertisements should specify the desired areas of specialization, the anticipated rank and starting date, the deadline for applications, and immigration requirements. They must include UW's employment equity statement. It is recognized that in a highly competitive environment, advertisement is a necessary tool for recruitment but is not a substitute for other forms of proactive recruitment such as identifying potential candidates through professional colleagues.

In addition, the Chair and other department members should strive to identify qualified candidates and encourage them to apply. This is particularly important when there is a serious gender imbalance in the department. In some cases, it may be necessary to exercise flexibility with respect to starting date and/or non-traditional career paths.

A. Department / School Advisory Committee on Appointments (DACA)

For each regular faculty appointment of duration more than two years, a search committee (DACA or equivalent for inter-departmental and joint appointments) shall be established. The DACA is normally chaired by the Department Chair or equivalent, and normally consists of from three to five tenured or permanent faculty members chosen in a manner acceptable to the department(s) or equivalent. In the case of smaller units where there may not be a sufficient number of tenured/permanent faculty members or when a particular disciplinary expertise is needed, senior probationary faculty members may be chosen to serve on the DACA.

It is highly desirable for the DACA to include both women and men. It is also desirable for the DACA to include both Tenure Stream and Teaching Stream faculty members, regardless of the stream of the position for which the DACA is hiring; when a Teaching Stream faculty member will be hired, it is particularly important that the DACA include Teaching Stream faculty. Where either of these desirable outcomes is not possible, a department, in consultation with the Dean, should consider inviting a faculty member from a related discipline to join the DACA.

The DACA shall participate in short-listing and interviewing candidates for the position, and shall provide advice to the department Chair concerning the selection procedure and suitability of the various candidates. In determining suitability, the DACA shall take into account UW's commitment to the highest quality teaching, scholarship and services which support the academic enterprise. Selected candidates must have demonstrated records or at least the potential to meet the above standards, as appropriate to the advertised position. The DACA will determine appropriate processes to evaluate candidate suitability based on these measures and the duties associated with

the position. These measures should include some form of teaching evaluation and, where appropriate, a research seminar. If there is significant disagreement between the advice of the DACA and the Chair's recommendation, it shall be noted, and become part of the record.

Candidates should be asked only questions relating to bona fide position or occupational requirements. Enquiries as to an applicant's birthplace, ancestry, marital status, family status, age, sex, religion, record of offenses or handicap are contrary to Human Rights legislation and could form the basis for a discrimination claim.

B. Role of the Department Chair

The Department Chair plays a critical role in the hiring process. It is the Chair's responsibility to ensure that candidates being interviewed and the selected candidate meet UW's expectation of the highest quality teaching, scholarship and services which support the academic enterprise. In addition, it is the Chair's responsibility to provide each candidate interviewed with information about salary levels, teaching loads, performance expectations, procedures for reappointment and/or the granting of tenure/permanence, and other terms and conditions of employment.

The Chair is expected to consult widely and generally to involve other department members in the hiring process (e.g., by making CVs of short-listed candidates available). Before making a hiring recommendation, the Chair must review with the Faculty Dean the list of candidates considered, ranked according to desirability for the position and department needs. If two candidates of different genders are judged to be equally suitable for the position, preference will be given to the underrepresented gender.

C. University Appointments Review Committee (UARC)

This Committee, appointed by the Vice-President, Academic & Provost in consultation with Deans' Council and the President of the Faculty Association, shall advise on regular faculty appointments of duration two years or more and, if requested, shall advise on regular faculty appointments of a shorter duration. UARC shall consist of one or more members from each Faculty, and shall include at least two women and two men. The term of office is three years, staggered to provide continuity. The Chair of UARC is chosen from among its members by the Vice-President, Academic & Provost.

UARC shall review the hiring process and provide advice to the Dean before a hiring recommendation is sent to the Vice-President, Academic & Provost for approval. The Chair (through the Dean) shall provide UARC with a brief summary of the recruiting process including efforts to solicit candidates from underrepresented genders. Documentation (such as CVs, letters of reference) will be provided for the top three candidates. If all three are of the same gender, documentation will also be provided for the top candidate of a different gender.

Special arrangements may be required to permit continuous recruitment for multiple vacancies when the hiring environment is highly competitive. The department Chair and Faculty Dean shall seek the advice of the UARC Chair on the proposed recruitment strategy, and shall obtain the written approval of the VPA&P.

Because faculty hiring is often highly competitive, UARC will respond expeditiously, usually within a week of receiving documentation. Normally, the UARC Chair will review cases in consultation with the UARC member from the relevant Faculty, and will act on behalf of the Committee. The UARC Chair should meet with the Committee, or a subset of it, if there appear to be problems with the hiring process.

In exceptional circumstances, and with the approval of the Vice-President, Academic & Provost, the UARC review process may be bypassed. When this occurs, the Dean shall provide reasons in writing to the UARC Chair for information.

More generally, UARC monitors the hiring process to ensure that positions were properly advertised, that both the letter and the spirit of the hiring procedure were followed and that there was a thorough search for candidates, especially candidates of the underrepresented gender. It provides advice to Chairs, Deans and the VPA&P with respect to faculty hiring, and reports to Senate annually, via the Vice-President, Academic & Provost, on its activities and operation.

D. Exceptional Candidates

The opportunity to recruit uniquely qualified, internationally recognized scholars may necessitate prompt hiring decisions to attract such individuals to become UW faculty members. In such cases, with the recommendation of the DACA(s) involved in the proposed hiring and in consultation with the VPA&P, the Dean(s) may waive normal hiring requirements. The following process will then ensue. After a departmental presentation by the candidate and upon a positive recommendation from the DACA(s) with the approval of the Dean(s) and Vice-President, Academic & Provost, the candidate may be offered a position. The Vice-President, Academic & Provost will provide an annual statistical report on such cases to Senate, with special attention to equity.

7. PROCEDURES FOR SPOUSAL APPOINTMENTS

In accordance with its academic mission, UW is committed to the principle of recruiting the best available faculty in its pursuit of excellence. Increasingly, recruiting involves couples who are both academics. In such cases, it is desirable for UW to benefit from the combined excellence of both the recruit and the recruit's spouse. Spousal appointments are intended as positions from which the spouse may find a more long-term position.

Spousal appointments are governed by the following criteria:

- The spousal appointee should be of such calibre that were a vacancy to arise in the spousal's hire area in the department/school, they would be a credible candidate for that position.
- The spousal appointment normally is a definite-term Appointment [see Section 3A], and normally is for a term of up to three years.
- The sponsoring unit must provide justification in support of the sponsoring unit recruit. The host unit through its appointments committee must also make a strong case in support of the spousal recruit.
- Due to the special nature of the spousal appointment, there is no requirement for advertising and competition, but all other requirements set out in section 6 must be met.
- UARC will review the two hire files concurrently.

- Department/School and Faculty approval processes (apart from advertising and competition for the spousal appointment) must be satisfied.

SCHEDULE "B"

Policy 77 – Tenure, Permanence and Promotion of Faculty Members

Established: June 5, 2000

Last Updated: **INSERT DATE**

Class: F

1. INTRODUCTION

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

Tenure and Permanence

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

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

Professional Conduct

All faculty members are expected to conduct themselves in relations with colleagues, staff and students across the University in such a way as to promote the academic well-being of all concerned. Faculty members should avoid denigrating the character and professional competence of others, and should pass judgment on the work of colleagues only in the proper academic forums. Further, they should refrain from actions that prevent others from pursuing their legitimate activities and should strive to be helpful, readily contributing their time and expertise for the overall benefit of the academic community.

2. PERFORMANCE STANDARDS

The standards outlined here guide all decisions made at each stage of a regular faculty appointment, beginning with the original decision to hire. Because these standards are intended to apply university-wide to faculty members engaged in complex intellectual endeavours, they cannot be expressed in absolute quantitative terms. Nonetheless, they do provide a framework around which qualitative judgments can be made by academic administrators and by those serving on tenure, permanence and promotion committees.

The University expects all faculty members to maintain high standards in all aspects of their university work. To this end, the University exercises judgments on performance in the basic areas of a faculty member's academic responsibilities. Such judgments must be made with the greatest possible care and fairness as they are reflected in decisions regarding salary, reappointment, tenure/permanence, and promotion.

It is the responsibility of department Chairs to assess the performance of each probationary or definite-term regular faculty member annually and each tenured or permanent faculty member every two years, to provide a written performance review, and to be available to discuss it upon request. Performance reviews are especially important in helping new faculty members gauge their progress towards meeting the standards for reappointment and tenure/permanence. Annual/Bi-annual performance reviews form part of the evidence in tenure/permanence and promotion considerations, together with reports from referees and more extensive career reviews carried out by the Department Tenure, Permanence and Promotion Committee (DTPPC).

Teaching

University teaching is informed and enriched by the research, scholarship and service of its faculty. The University expects its regular faculty members to keep academic programs and courses current with developments in their fields and, where appropriate, to communicate both their discoveries and their commitment to scholarship and research.

The purpose of teaching is to facilitate learning. Thus, effective teaching draws the strands of a field together in a way that provides coherence and meaning, places what is known in context, lays the groundwork for future learning, and opens the way for connections between the known and the unknown. Effective teaching is an important goal of the University and consists of much more than what happens in the classroom. As detailed in the University's Framework for Teaching Effectiveness, and its Addendum.

University teaching encompasses a wide range of activities. It takes many different forms (e.g., undergraduate and graduate courses, graduate seminars, online education, project and thesis supervision), has many different components (e.g., synchronous lectures and tutorials, asynchronous learning elements, setting and grading of assignments and examinations, interaction with students outside the classroom, curriculum development), and can occur in many different environments (e.g., large lecture theatres, small seminar rooms, off-campus short courses and workshops, clinics, laboratories, one-on-one supervision, virtual platforms).

All faculty members from both streams are expected to contribute to undergraduate teaching. Where feasible, tenure stream faculty are expected to contribute to graduate teaching and to participate in project/thesis supervision. Where feasible and depending on the needs of their unit, Teaching Stream faculty are also eligible to contribute to graduate teaching and to participate in project/thesis supervision.

For purposes of assessing teaching, it is useful to single out particular sorts of contributions to the quality of teaching and learning that extend beyond course instruction and supervision. Some such activities are those that improve an individual instructor's performance, the quality of the classes they teach or the supervision they provide, while others (referred to as *educational leadership* activities) have a substantial positive impact on the quality of teaching and learning beyond the individual faculty member's courses, the programs in which they teach, or the students they supervise.

In all of their teaching activities, faculty members are expected to be fair in the evaluation of student work and constructive in their comments. They are expected to be available to students for interviews and consultations outside the classroom at reasonable times. They must always respect the integrity of their students and carefully avoid any exploitation of them for private advantage. They must maintain strict confidentiality with regard to students' personal lives and political and religious views. They must comment on academic progress and provide judgments on character only to appropriate persons and in appropriate circumstances, and must always be as fair and as objective as possible when making assessments and providing letters of reference.

Scholarship

The University expects Tenure Stream faculty members to be active participants in the evolution of their disciplines and professions. Where feasible, faculty members are expected to seek external funding to support their scholarly work.

Scholarship may take several equally valuable forms. One is the discovery of new knowledge, which may differ from discipline to discipline, and includes the generation of new concepts, ideas, principles and theories. A second form involves the innovative coordination, synthesis or integration of knowledge. This type of scholarship seeks and promotes understanding in a broader context by organizing knowledge in a new and useful way, by illustrating new relationships between the parts and the whole, by relating the past in a new way to the present and future, or by demonstrating new and significant patterns of meaning. Scholarship may also be observed in new and useful applications. Indeed, significant new applications of knowledge to the problems of society represent important scholarly contributions. Novel applications may take many forms, such

as creative writing, design, fine and performing arts, innovative clinical or professional practice, and the discovery, development and transfer of technology for societal benefit. Peer-reviewed research with respect to pedagogy and peer-reviewed research with respect to innovative teaching also constitute scholarly activity.

Although any of these scholarly activities may be carried out on a confidential basis, the expectation of the University is for communicated scholarship. In general, only work that is accessible for peer review or professional adjudication can be considered in assessing scholarship for performance reviews, tenure or promotion. Regardless of the discipline and type of scholarship, the key ingredients are the originality, quality and impact of the scholarly work.

Faculty members are expected to meet the ethical standards for scholarship in their particular fields of endeavour; to observe the University's guidelines and policies with respect to ethical conduct in research; and more generally, to act with integrity, truthfulness and honesty in the conduct and communication of their scholarly work.

Service

In addition to their primary duties of teaching and scholarship, regular faculty members have a responsibility to participate in the effective functioning of the University through service on committees, student advising, coordination of activities and in administrative positions. It is important that all faculty members be willing to assist with administrative duties when their help is needed. Many faculty members also provide valuable service to groups outside the University, such as disciplinary or professional organizations, conferences, journals and granting councils. Community service related to a faculty member's scholarly activities is normally considered as service to the University.

3. PERFORMANCE ASSESSMENT

Peer assessment forms the basis for determining the suitability of a faculty member for the granting of tenure/permanence or for promotion. Insofar as possible, tenure, permanence and promotion committees shall base their assessments on evidence that is first-hand and direct.

Assessment of Teaching

University teaching involves much more than “classroom performance”. As described in the University’s Framework for Teaching Effectiveness, teaching includes many dimensions, including Design, Implementation, Learning Experience, and Professional Development. It is normal that different dimensions are emphasized at different times in a teaching career. Hence, it is important to develop a fair assessment of effectiveness across the candidate's full spectrum of teaching activities. A holistic assessment of teaching effectiveness includes examining these various dimensions, as relevant, and using appropriate instruments in each case.

Teaching effectiveness should be assessed broadly using evidence gathered from multiple sources, often including self-reflection from the faculty member (often via a teaching dossier, annual/bi-annual performance reports, etc.), peer reviews of teaching, student course perception survey data

and comments, evaluations of graduate supervision (where applicable), and possibly other sources. The opinions of former students can also be of value if solicited on a systematic basis.

Assessment of Scholarship

The University relies primarily on external referees and members of the DTPPC to judge a candidate's scholarly record. Although the University looks for evidence of active continuing scholarship, the volume of scholarly output is less important than its quality, originality and impact.

A candidate for tenure, permanence or promotion with a non-zero scholarship weighting must provide examples of their scholarly work for examination by referees and the DTPPC. The candidate is responsible for documenting contributions made to team research and jointly authored work. Joint work with students supervised by the candidate should be identified. The candidate must also provide an overview of their scholarly work to date, information about work in progress and a general indication of future plans.

High quality contributions to the synthesis of knowledge (e.g., books, monographs, review articles) and to non-traditional forms of scholarship (e.g., artistic exhibitions and performances, innovative design) can provide direct evidence of effective scholarship. Consulting reports and planning documents that are accessible for peer review and evidence of having produced improvements in clinical or professional practice may also be submitted as evidence of a candidate's scholarly contributions.

Other evidence of activity and standing as a scholar includes supervision of student research, invitations to present "keynote" addresses, election to and awards received from professional and disciplinary societies, service as a referee for journals and granting councils, and membership on government or professional committees.

The primary assessment of quality, originality and impact is made by referees and DTPPC members on the basis of examining examples of the candidate's work. Other less direct indicators include the rigour of the review processes for journals and conferences in which the candidate has published, the standards of publishing houses for books, and the extent to which other scholars have made reference to the work. In areas such as the fine and performing arts, similar information may be derived from the prestige of exhibitions and performances to which the candidate has contributed, professional reviews and the receipt of awards or prizes.

Assessment of service

Candidates for tenure/permanence or promotion shall provide information on their service activities in sufficient detail to allow the DTPPC to assess its quantity and quality. Where necessary, the DTPPC should obtain statements from those who have personally observed the candidate's service contributions both internal and external to the University. In the case of those positions with higher than typical assignment of duties for service (i.e. weighting of 40% or more), it is especially important to ensure sufficient evidence to evaluate the quality and quantity of service activity of a tenure/permanence or promotion candidate. Some service activities, such as

chairing a curriculum committee or editing a professional society journal, may also provide indirect evidence for scholarship or teaching.

4. TIMING AND CRITERIA

Candidates for tenure/permanence and promotion must apply to the department Chair not later than June 1 in order that their applications can be considered by the DTPPC and FTTPC during the fall term.

Consideration for tenure/permanence

A faculty member holding a second probationary Tenure Stream appointment is entitled to formal consideration for tenure, and a faculty member holding a second probationary Teaching Stream appointment is entitled to formal consideration for Permanence, which normally occurs during the second year of the second probationary appointment. However, the candidate may choose to postpone consideration until the third year. Employment as a regular faculty member beyond the second probationary appointment is possible only if tenure/permanence has been granted.

In exceptional circumstances, for instance where extensive experience was acquired at UW or elsewhere prior to the probationary appointment at UW, an individual may be considered for tenure/permanence earlier than the second year of the second probationary appointment. Such early consideration requires the agreement in advance of the candidate and the DTPPC plus the written agreement of the Dean. If either the DTPPC or the FTTPC recommends against tenure/permanence, early tenure/permanence consideration shall cease and the candidate must wait for tenure/permanence consideration until the final year of the second probationary appointment.

The granting of tenure to a probationary Assistant Professor carries with it appointment at the rank of Associate Professor, and the granting of permanence to a probationary Assistant Professor, Teaching Stream carries with it appointment at the rank of Associate Professor, Teaching Stream.

For Tenure Stream faculty members, the expectations for the granting of tenure are: a record as a good teacher committed to academic and pedagogical excellence; a record of high-quality and peer-assessed scholarly or creative work (normally demonstrated by publication or presentation in suitable academic or artistic forums); and a record of professional, university or community service. See sections II. and III. The granting of tenure normally will require a record of strong performance in both scholarship and teaching, with satisfactory performance in service. However, a candidate may also qualify for appointment as a tenured Associate Professor by virtue of very strong performance in scholarship or teaching with at least satisfactory performance in the other two areas.

Tenure is not a right: it must be earned by a record of good performance. By the time candidates are considered for tenure they will have had ample opportunity to develop their teaching skills and to make original contributions to their fields of endeavour. These original contributions must be of sufficient magnitude to give witness to a candidate's depth of understanding and scholarly and professional competence. Committees and external referees will be concerned not so much with the volume of scholarly output as with the depth of understanding and degree of scholarly

competence it demonstrates. Particular attention will be paid to assessing the likelihood that candidates will continue their scholarly activities once tenure has been awarded.

Candidates for tenure should have demonstrated their willingness to participate in service activities as described in Section II. However, service expectations are lower for probationary faculty than for tenured faculty, and service is not weighted as heavily as scholarship or teaching in tenure considerations.

Standards for Promotion

The standards to which faculty members strive for the granting of permanence and promotion on the Teaching Stream are broadly parallel to those on the Tenure Stream, but with important differences that reflect the different roles that faculty members on the two streams serve.

The expectations for the granting of permanence are: a record as a strong teacher committed to academic and pedagogical excellence; and a record of satisfactory professional, university or community service. While the default weights for a Teaching Stream faculty member are 80% Teaching and 20% Service, there are Teaching Stream faculty members with lower Teaching weights due to a higher Service load. For Teaching Stream faculty members with a service weighting of at least 40%, expectations for Service are higher than “Satisfactory” and increase as the weighting increases, because of the prominence of this part of their roles. Notwithstanding this higher service weight, as Teaching Stream faculty members, the expectation is still that a record as a strong teacher is maintained, regardless of their Teaching weight, recognizing that those with less than 80% Teaching may have less opportunity to demonstrate the quality of their teaching as those with 80% Teaching.

In exceptional cases, an Assistant Professor, Teaching Stream may have a non-zero Scholarship weighting as part of their appointment. In such cases, the granting of permanence normally will require a record of strong performance in teaching and good performance in scholarship, in addition to a record of service as described earlier. However, a candidate may also qualify for appointment as a permanent Associate Professor, Teaching Stream by virtue of very strong performance in teaching with at least satisfactory performance in scholarship, in addition to a record of service as described earlier. Generally, the expectations for the quality of scholarship will be the same as that for promotion to Associate Professor in the Tenure Stream, though the expectations for quantity must be moderated to recognize the time and opportunity their appointment provides to pursue scholarship.

Consideration for promotion to Professor

In principle, a tenured Associate Professor may apply in any year for promotion; however, it is unusual for such a promotion to occur prior to five years of full-time service in the rank of Associate Professor. If an application for promotion is unsuccessful, the candidate becomes eligible to reapply two years thereafter.

Promotion to the rank of Professor recognizes a high order of achievement in both scholarship and teaching by tenured Associate Professors, together with satisfactory performance in service. Although evidence of strong teaching performance is required, normally the greatest emphasis is

placed on scholarship and achievement within an individual's discipline. However, in exceptional cases, a tenured Associate Professor may be promoted on the basis of an outstanding teaching record accompanied by a continuing and long-standing record of satisfactory or better scholarship and service.

A continuous program of scholarship with positive peer review by nationally and internationally recognized scholars is essential for promotion to Professor. For clinical faculty, the relevant scholars will often be nationally and internationally recognized practitioners in the relevant fields, and may not have academic appointments. The candidate's record is to be judged in comparison with the records of faculty members recently promoted at UW and other universities of comparable standing. Promotion to Professor is not an assured step in the career of a Tenure Stream faculty member, and some will not attain this rank.

Consideration for promotion to Professor, Teaching Stream

In principle, a permanent Associate Professor, Teaching Stream, may apply in any year for promotion; however, it is unusual for such a promotion to occur prior to five years of full-time service in the rank of Associate Professor, Teaching Stream. If an application for promotion is unsuccessful, the candidate becomes eligible to reapply two years thereafter.

Promotion to the rank of Professor, Teaching Stream recognizes a high order of achievement in teaching and educational leadership by permanent Associate Professors, Teaching Stream, together with at least satisfactory performance in service. (Associate Professors, Teaching Stream with service weightings at least 40% must demonstrate at least strong service.)

A continuous record of strong teaching and of impact beyond the classroom via educational leadership activities is essential for promotion to Professor, Teaching Stream. The candidate's record is to be judged in comparison with the records of faculty members recently promoted at UW and other universities of comparable standing. Promotion to Professor, Teaching Stream is not an assured step in the career of a faculty member, and some will not attain this rank.

In exceptional cases, an Associate Professor, Teaching Stream may have a non-zero Scholarship weighting as part of their appointment. In such cases, promotion to Professor, Teaching Stream normally will require a record of high order of achievement in teaching and good performance in scholarship, in addition to a record of service as described earlier. However, a candidate may also qualify for promotion to Professor, Teaching Stream by virtue of outstanding performance in teaching together with long-standing satisfactory performance in scholarship, in addition to a record of service as described earlier.

5. TENURE, PERMANENCE AND PROMOTION COMMITTEES

Department Tenure, Permanence and Promotion Committee (DTPPC)

The DTPPC shall be chaired by the department Chair and shall include four to six tenured or permanent faculty members elected by the tenured, permanent and probationary faculty of the department. The Chair and elected members shall be voting members of the DTPPC. Normally, a majority of the DTPPC's voting members should be from the tenure stream; a majority of the

DTPPC's voting members should be at the rank of Professor or Professor, Teaching Stream; the DTPPC should include both men and women; and the DTPPC should include at least one member from the Teaching Stream. In addition, the Dean may appoint a non-voting advisor to the DTPPC.

In small departments or where there are too few faculty members at the rank of Professor or Professor, Teaching Stream to constitute a majority on the committee, or where there are insufficient appropriate Teaching Stream faculty members available to serve on the committee, the Dean, after consultation with the department and with the written approval of the Vice-President, Academic & Provost, may make other arrangements respecting the size and composition of the DTPPC. Nevertheless, if Teaching Stream faculty are likely to be evaluated for permanence or promotion, the Dean should strongly consider inviting a Teaching Stream faculty member from a related discipline to join the DTPPC.

In departments that include clinical faculty, when such faculty are likely to be evaluated for tenure or promotion, the DTPPC should include members with the requisite expertise to evaluate the scholarly contributions of the clinical faculty. Where this is not possible, a department, in consultation with the Dean, should strongly consider inviting a faculty member with such expertise from a related discipline to join the DTPPC.

By May 1 each year the Chair shall report the DTPPC membership to the Dean and to the department's tenured, permanent and probationary faculty, and shall invite those who wish to be considered for tenure/permanence or promotion to apply by June 1.

Faculty Tenure, Permanence and Promotion Committee (FTPPC)

The FTPPC shall be chaired by the Faculty Dean and shall include at least five tenured or permanent faculty members broadly representative of Faculty program areas and elected by the tenured, permanent and probationary members of the Faculty. A majority of the FTPPC's elected members shall be from the tenure stream and a majority shall be at the rank of Professor or Professor, Teaching Stream. The FTPPC should include both men and women and include at least one member from the Teaching Stream. FTPPC members may not serve simultaneously on a DTPPC in the same Faculty.

The Dean and elected members shall be voting members of the FTPPC, and the Vice-President, Academic & Provost shall appoint an additional voting member who shall be a tenured or permanent faculty member from outside the Faculty. The University Tenure, Permanence and Promotion Advisory Committee (UTPPAC) shall appoint a non-voting advisor from amongst its members. The Dean shall report the membership of the FTPPC to the Vice-President, Academic & Provost and to the Faculty's regular faculty.

University Tenure, Permanence and Promotion Committee (UTPPC)

The UTPPC shall be chaired by the Vice-President, Academic & Provost and shall include the Faculty Deans, the Associate Vice-President, Graduate Studies and Postdoctoral Affairs and the Vice-President, University Research and International. In addition, the UTPPC shall include two non-voting student members, one undergraduate and one graduate, appointed by the Vice-President, Academic & Provost in consultation with the President of the Federation of Students

and the President of the Graduate Student Association. The UTPPC shall be advisory to the President on individual tenure, permanence and promotion cases, and on the comparability of standards across the University.

University Tenure, Permanence and Promotion Advisory Committee (UTPPAC)

The UTPPAC shall consist of the Chair plus six additional tenured or permanent faculty members jointly appointed by the Vice-President, Academic & Provost and the FAUW President for three-year terms. A majority of the UTPPAC's appointed members shall be from the tenure stream and at least five shall be at the rank of Professor or Professor, Teaching Stream. Additionally, the committee should include both men and women and should include at least one member from the Teaching Stream. The UTPPAC Chair shall appoint a member of UTPPAC to each FTTPC, with no member serving on the FTTPC in their own Faculty. Otherwise, members of UTPPAC may not serve on any DTPPC or FTTPC.

The UTPPAC is advisory to Senate through the Vice-President, Academic & Provost concerning tenure, permanence and promotion standards, policies and procedures, and may recommend changes to the Vice-President, Academic & Provost. UTPPAC shall report to Senate annually on its activities.

6. TENURE AND PROMOTION PROCEDURES

Application for tenure or promotion to Professor

The candidate shall inform the department Chair in writing by June 1, and shall meet with the Chair to discuss the procedures to be followed.

Candidate's brief

For candidates in the Tenure Stream, by July 1 the candidate shall submit a brief supporting the application for tenure or promotion. The brief must include a curriculum vitae, copies of relevant scholarly work, a summary of the candidate's contributions in scholarship, teaching and service, and any other relevant information the candidate feels may be useful to the DTPPC and FTTPC. The candidate must also submit, by July 1, the names of at least three arms-length external referees who can assess their published work.

For candidates in the Teaching Stream, by July 1 the candidate shall submit a brief supporting an application for permanence or promotion. The brief must include a curriculum vitae, a summary of evidence of the candidate's contributions in teaching, in service, and in scholarship (where relevant), along with a teaching dossier and other relevant information the candidate feels may be useful to the DTPPC and FTTPC. The candidate must also submit, by July 1, the names of at least three referees, as described in more detail later in this Policy.

The teaching dossier should include the following sections:

- Teaching Responsibilities
- Statement of Teaching Philosophy
- Strategies Used to Teach Effectively

- (Optional) Scholarship
- Educational Leadership (required for promotion to Professor, Teaching Stream)
- Evidence of Teaching Effectiveness
- Goals in Future Teaching along with Appendices

Annual Performance Reviews

The Chair shall provide the DTPPC with copies of all written assessments made of the candidate within the department.

Referees for Tenure Stream candidates

For candidates in the Tenure Stream, external opinions of a candidate's scholarly contributions are sought in all tenure and promotion cases; normally at least three external reviews are obtained. External referees shall be both external to UW and at arms-length from the candidate.

The DTPPC shall consider the candidate's list of referees and normally will suggest additional names. After consulting with the Dean, the Chair shall inform the candidate of the pool of potential referees. The candidate may challenge, in writing to the DTPPC, a potential referee for bias, apprehension of bias, perceived conflict of interest or unsuitability. If the DTPPC and the candidate do not agree on the pool of potential referees, at least half of the referees contacted must be from those approved by the candidate.

Letters soliciting comments from referees shall be sent by the Dean. Referees shall be sent copies of this Policy, and shall be asked to assess the candidate's scholarly work and, if possible, to compare it with the scholarly achievements of others recently tenured at their own institutions or others of similar standing. Informal contacts with potential external referees by the department Chair, DTPPC or FTTPC members, or the candidate are inappropriate.

Referees for Teaching Stream candidates

For candidates in the Teaching Stream, confidential and objective assessments of the candidate's contribution in teaching are sought in all permanence and promotion cases. Normally at least three such reviews are obtained.

Appropriate expertise to evaluate a candidate in the Teaching Stream will generally require a substantial understanding of the culture of teaching at Waterloo and the opportunities for taking part in teaching activities both inside and outside of formal course-based teaching available to Waterloo faculty members. Where a referee is required for the assessment of educational leadership, this assessment will generally depend less on Waterloo-specific factors, although it will also benefit from an understanding on the referee's part of the opportunities that are available to faculty members at Waterloo. Since teaching contribution includes both activities that are part of formal course-based teaching and activities outside of formal teaching, as detailed in the University's Framework for Teaching Effectiveness and Addendum, the expertise required to evaluate a teaching contribution will be somewhat specialized and possibly highly variable. Those who count as appropriate referees will vary depending on the nature of the teaching contribution

the candidate has made. For candidates for permanence, at least two of the three referees will come from outside the candidate's department, though possibly from within their Faculty. For promotion to Professor, Teaching Stream, at least two of the referees must be from outside of the candidate's Faculty, one of which can be internal to the University and one of which must be external to the University.

The DTPPC shall consider the candidate's list of referees and normally will suggest additional names. After consulting with the Dean, the Chair shall inform the candidate of the pool of potential referees. The candidate may challenge, in writing to the DTPPC, a potential referee for bias, apprehension of bias, perceived conflict of interest or unsuitability. If the DTPPC and the candidate do not agree on the pool of potential referees, at least half of the referees contacted must be from those approved by the candidate.

In the cases of Assistant Professors, Teaching Stream or Associate Professors, Teaching Stream with a non-zero Scholarship weighting, a total of at least four referee letters must be obtained, at least two of which are from qualified external referees who provide an assessment of the candidate's contributions to Scholarship. If they are qualified and well-placed to do so, these referees may also be asked to assess the candidate's teaching.

Letters soliciting comments from referees shall be sent by the Dean. Referees shall be sent copies of this Policy and links to the University's Framework for Teaching Effectiveness and Addendum. Since a scholarship weighting greater than zero is unusual, in such cases the Dean will explain the size, duration, and reason for the scholarship weighting to facilitate fair assessment of the candidate's scholarly contribution by the referee. Informal contacts with potential external referees by the department Chair, DTPPC or FTTPC members, or the candidate are inappropriate.

Tenure, permanence or promotion file

The tenure, permanence, or promotion file for a candidate consists of: all evidence considered by the DTPPC, the FTTPC or the President; the DTPPC assessment of the candidate's performance in teaching, scholarship (where relevant) and service; the outcome of deliberations by the DTPPC, the FTTPC and the President. The file shall also include the numerical record of votes taken, plus any written statements, including reasons, by DTPPC or FTTPC members who do not agree with the majority recommendation. If the file is provided to the candidate, it shall include all internal or external letters of assessment with the names of the authors and other identifying references deleted, unless the authors have expressly consented to being identified.

Conflict of interest

A member of a tenure, permanence and promotion committee who has a conflict of interest in a particular case shall declare the conflict and shall be absent from the portion of committee meetings dealing with that case. In particular, no DTPPC or FTTPC member may attend those portions of meetings at which their own case is being considered (except when appearing as a candidate). If the Committee Chair has a conflict of interest, the committee shall elect another of its members to serve as Chair pro tem during the absence of the Chair.

Challenges

Prior to consideration of a case, a candidate may challenge in writing any member or members of a DTPPC or FTPPC for bias, apprehension of bias or perceived conflict of interest. The committee, excluding the member challenged, shall decide whether the challenge is well-founded. If so, the challenged member shall not attend those portions of committee meetings dealing with the specific case. If the committee decides that a challenge is not well-founded, the challenged member shall participate, but the challenge becomes part of the record for any subsequent consideration or appeal.

Procedures at the Department Level

The DTPPC shall meet to consider all applications from the department for tenure/permanence or promotion. It shall prepare an assessment of each candidate's performance in teaching, scholarship and service for Tenure Stream candidates. It shall prepare an assessment of each candidate's teaching and service (and, exceptional cases, scholarship) for Teaching Stream candidates. It shall decide whether to recommend tenure/permanence or promotion. The assessment should state clearly, and in detail, the evidence considered, the criteria applied to the evidence, the evaluation of the candidate in each of the relevant areas, and the emphasis placed on each area.

If a candidate's work intersects significantly with work in another academic unit, the Chair will normally ask an appropriate member or members of that unit for comment. The Chair shall forward to the DTPPC any written submissions assessing the candidate's qualifications for tenure/permanence or promotion.

If members of the DTPPC express significant reservations that could result in a negative recommendation, the Chair shall provide the candidate with a complete, suitably anonymized, copy of the tenure, permanence or promotion file, together with a written explanation of the nature of the reservations in sufficient detail to allow the candidate to respond. Within ten working days the candidate shall provide their written response (including any relevant new evidence) to the Chair for distribution to the DTPPC. The candidate may also choose to appear before the DTPPC and may choose to be accompanied by a UW academic colleague. The DTPPC shall not finalize its recommendation until the candidate has been given the opportunity to respond, as described above.

When the DTPPC has completed its deliberations, the Chair shall inform the candidate in writing of the outcome (including the basis for it, if negative), and shall forward the tenure, permanence or promotion file to the Dean for consideration by the FTPPC. When a negative recommendation has gone forward, the Chair shall inform the candidate that the FTPPC will review the case unless the candidate chooses to withdraw it.

Procedures at the Faculty Level

The FTPPC shall consider all positive tenure, permanence and promotion recommendations from a DTPPC to ensure that the DTPPC has acted carefully and appropriately in its deliberations, that its recommendations are sound and that comparable standards are being applied from department to department. Negative DTPPC recommendations will also be reviewed unless the candidate has chosen to withdraw their case.

The FTPPC shall base its deliberations primarily on the report forwarded by the DTPPC. The DTPPC Chair (or delegate) normally will present the DTPPC recommendations to the FTPPC and will be available to answer questions, but shall not otherwise participate in the proceedings. In exceptional circumstances, the FTPPC may decide to contact additional referees; if such additional referees were not in the original pool of potential referees developed by the DTPPC, the candidate's right to challenge must be respected, as specified above.

If members of the FTPPC express significant reservations that could result in a negative recommendation, the Dean shall provide the candidate with a complete, suitably anonymized copy of the tenure, permanence or promotion file, together with a written explanation of the nature of the reservations in sufficient detail to allow the candidate to respond. Within ten working days the candidate shall provide their written response (including any relevant new evidence) to the Dean for distribution to the FTPPC. The candidate may also choose to appear before the FTPPC and may choose to be accompanied by a UW academic colleague. The FTPPC shall not finalize its recommendation until the candidate has been given the opportunity to respond, as described above.

When the FTPPC has completed its deliberations, the Dean shall inform the candidate in writing of the outcome (including the basis for it, if negative). For positive recommendations, the Dean shall forward the tenure, permanence or promotion file to the President. Negative promotion recommendations by both the DTPPC and FTPPC shall result in the promotion file being closed for that particular year. Otherwise, negative FTPPC recommendations will be forwarded to the President unless the candidate chooses to withdraw the case.

The President

The President shall consider all tenure, permanence, or promotion recommendations forwarded by the FTPPC, together with the advice of the UTPPC.

If the President decides in favour of promotion, they shall inform the candidate and report the promotion to Senate and the Board of Governors for information. If the President supports the granting of tenure or permanence, they shall inform the candidate, recommend approval to the Board of Governors, and subsequently report the granting of tenure or permanence to Senate for information.

If the President decides against tenure, permanence or promotion, they shall inform the candidate in writing with reasons. In the event of a negative tenure, permanence or promotion decision, the candidate's appointment shall be extended as necessary to provide 12 months' notice from the date the candidate is informed.

7. TENURE, PERMANENCE AND PROMOTION APPEALS

A negative tenure, permanence or promotion decision by the President may be appealed. Within ten working days of being informed of the negative decision, the candidate must submit written notice of intent to appeal to the UTPPAC Chair, who shall establish a three-person Tribunal to hear the appeal.

Members of the Tribunal normally shall be or shall have been Associate Professors or Professors at the University of Waterloo in the candidate's discipline or a related discipline. For cases involving Teaching Stream faculty members, Associate Professors, Teaching Stream or Professors, Teaching Stream in the candidate's discipline or a related discipline are also appropriate. They shall not have had any prior connection with the particular tenure, permanence or promotion consideration nor have had a close professional or personal relationship with the candidate.

The candidate and the President shall each propose at least three possible Tribunal members in accordance with the above criteria, and shall be given the opportunity to challenge in writing the names proposed by the other party with respect to the criteria or for bias, apprehension of bias or perceived conflict of interest. The UTPPAC Chair normally shall appoint the three Tribunal members from the names proposed, including at least one member proposed by each of the parties, and shall name one of the members as the Tribunal Chair.

If the UTPPAC Chair judges that it is not possible to establish an internal Tribunal meeting with the above requirements, one or more of the three Tribunal members may be external to the University of Waterloo. External members shall be or shall have been tenured Associate Professors or Professors at another Canadian university in the candidate's discipline or a closely related discipline. In cases involving Teaching Stream faculty members, Associate Professors Teaching Stream, Professors, Teaching Stream, or those holding equivalent ranks at another Canadian University may also be appropriate candidates. They shall not have had any prior connection with the particular tenure, permanence or promotion consideration nor have had a close professional or personal relationship with the candidate. The candidate and the President shall be given the opportunity to propose external Tribunal members and to challenge in writing external members proposed by the other party or by the UTPPAC Chair.

The Tribunal shall conduct its proceedings in accordance with the principles of natural justice. The Tribunal shall be provided with the complete tenure, permanence or promotion file, and shall schedule a hearing at which the parties may present arguments and submissions, and may call, examine and question witnesses. The candidate is entitled to be accompanied by a UW colleague. The burden of proof shall be on the candidate to demonstrate that the criteria for tenure, permanence, or promotion have been met.

The Tribunal shall decide by majority vote on the basis of the evidence submitted to it whether the criteria for tenure, permanence or promotion have been met. The Tribunal Chair shall forward a written decision, with reasons, to the candidate and the President, with copies to the UTPPAC Chair and the FAUW President. The decision of the Tribunal is final and binding on the candidate and the University, except that an alleged failure of the Tribunal to comply with the above procedures may be grieved under the grievance and arbitration provisions of the Memorandum of Agreement between the Faculty Association and the University.

SCHEDULE “C”

The Parties agree to the following ‘Addendum’ to the University’s Teaching Effectiveness Framework. The Parties further agree that henceforth material changes to the Teaching Effectiveness Framework and Addendum (i.e., those likely to substantially affect determination of performance review scores for teaching and permanence/tenure/promotion) will require approval at FRC, since the Framework is now directly referenced in the Class F P76 and P77.

Addendum to the University’s Teaching Effectiveness Framework

The University’s [Teaching Effectiveness Framework](#) identifies aspects of effective teaching that the University community recognizes as valuable. In addition to the items listed in the Framework, this addendum makes explicit some examples of activities that can count towards effective teaching. This is relevant to all Waterloo faculty members and instructors, but given the special nature and emphasis on teaching for Teaching Stream faculty, the addendum is of particular relevance to those holding such positions.

It is not intended that any of these activities or outcomes are required, only that performance review and tenure, permanence, and promotion committees should recognize that the following activities can also be considered as a valuable part of teaching:

- For Teaching Stream faculty, discipline-based scholarship and creative activity directly relevant to the faculty member’s teaching activities (unless the faculty member has a Scholarship weighting greater than 0%).
- Pedagogical and professional work that allows the faculty member to maintain a mastery of their subject area, including professional accreditations, if applicable.

The above list and activities and outcomes listed in the Framework are not intended to be exhaustive.

For consideration for promotion to Professor, Teaching Stream, candidates are expected to have a substantial positive impact on the quality of teaching and learning beyond the individual faculty member’s courses, the programs in which they teach, or on the students that they supervise. Such broader activities are called “Educational Leadership” in Policy 76 and Policy 77. Examples of activities considered to be educational leadership include, but are not limited to:

- Development of teaching resources, such as textbooks, open educational resources, or digital modules available for use by other instructors;
- Active engagement in the scholarship of teaching and learning;
- Promulgating new teaching or assessment practices, especially if these are adopted by others;

- Leadership roles in the development of new programs and new educational pathways for students;
- Successful and influential performance of teaching leadership roles at the program, departmental, faculty or University level (e.g., serving as a Teaching Fellow; leading a curriculum committee; serving as a peer reviewer of teaching);
- External educational leadership roles; and
- Support for the teaching development of others, including colleagues and graduate students through mentorship.

SCHEDULE “D”

The University’s public messaging about a mediated agreement will include the following points:

- The University’s intentions for engaging in the process leading to the creation of professorial teaching ranks, and making the substantial investment involved in doing so, is a recognition of the value permanent teaching stream faculty will bring to the University.
 - They will be a reliable and committed group of excellent teachers delivering education at Waterloo both inside and outside of the classroom.
 - They will also, through their Educational Leadership efforts, enhance the culture of teaching and learning and help lead pedagogical innovations as the University evolves.
- These intentions are reflected in the structure of the agreement we have reached. Unlike other research intensive universities in Canada with a professorial teaching stream, the maximum teaching load for permanent stream and definite term teaching stream are the same. As such, financial incentives to hire definite term rather than permanent teaching stream faculty are minimized. Given the benefits permanent teaching stream faculty bring, it can be expected that definite term teaching stream appointments will occur only when there is a compelling practical or strategic reason for doing so.

SCHEDULE “F”

MOU RE COURSE ASSIGNMENT MAXIMUMS AND TRANSITION TO TEACHING STREAM

WHEREAS the University recognizes the value of permanent Teaching Stream faculty to enhance the culture of teaching and learning at the University of Waterloo through excellence in teaching both in and outside the classroom, as well as helping to lead teaching innovations as the University evolves;

AND WHEREAS the Parties recognize that the contributions of Teaching Stream faculty should be reflected in professorial titles and eligibility for permanence, and through other terms and conditions associated with this rank;

AND WHEREAS the Parties recognize that maintaining teaching excellence at the University of Waterloo depends on a reliable and committed teaching faculty and that Teaching Stream faculty contributing to this mission require transparent and consistent terms of employment and a pathway for career advancement that parallels the tenure stream;

AND WHEREAS the Parties reached an agreement regarding amendments to P76 and P77 and agree to the following transition provisions;

A. Course Assignment Maximums

1. The maximum course assignment for a teaching stream faculty member, (Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; Professor, Teaching Stream; Continuing Lecturer) with teaching weighting of at most 80% is 12 (0.5 credit) courses in a two academic year period. The maximum applies to all such teaching stream appointments, whether definite term, probationary or permanent.
2. Nothing in this Memorandum of Understanding precludes an individual Teaching Stream faculty member from voluntarily agreeing to teach additional courses on an overload basis (either for stipend or future credit), except where policy provisions forbid overload teaching in “one-in-six” terms. For clarity, where overload teaching is for stipend, there will be no accumulation of earned course reduction credits.
3. The contracted assigned course load for each Lecturer [including permanent adjustments made in a written agreement between the Lecturer and their Dean (or between the Lecturer and their Chair and approved by the Dean) that differ from their employment contract] will not increase as a result of transitioning to a new Teaching Stream rank. The parties further acknowledge that there may be units where there are established and longstanding practices that vary the assigned

course load for Lecturers (or perhaps just for Continuing Lecturers) from the contractually assigned load. These practices will be respected for an existing teaching stream faculty member who is employed as of the Implementation Date and whose history of assigned course loads is consistent with these practices. In the event of a dispute with respect to course load, this dispute will be addressed by a two-person committee jointly appointed by the Vice-President Academic and Provost and President of FAUW, which will make a final decision on each case.

B. Transition Provisions for Lecturers

The parties agree to the following transitional provisions for all current Lecturers following implementation of the amendments to P76 and P77. For clarity, the rank and status of Lecturers shall transition as set out below as of September 1, 2024 or as soon as practicable thereafter (the “Implementation Date”).

4. Continuing Lecturers shall have the choice of (i) transitioning to the rank of Associate Professor, Teaching Stream; or (ii) retaining their status as Continuing Lecturer. Lecturers will be asked to indicate their choice in writing on a schedule to be determined.
5. All Lecturers who are not Continuing Lecturers will transition to the rank of Assistant Professor, Teaching Stream with the following employment status:
 - a. Lecturers with a UARCD appointment and less than 5 years of employment as a faculty member on definite-term contract(s) as of the Implementation Date:
 - i. Lecturers will transition to Assistant Professor, Teaching Stream, Definite-Term.
 - ii. They will have a five-year maximum eligibility for definite-term appointments beginning as of the Implementation Date.
 - iii. Deans retain the discretion to determine, on a case by case basis, whether instead to offer an individual member a contract as probationary Assistant Professor, Teaching Stream without the need to conduct an additional UARCD search.
 - iv. Where a contract letter states that the member will be considered for continuing status, the Dean is obligated to offer a contract as probationary Assistant Professor, Teaching Stream.
 - v. Lecturers may appeal the Dean’s decision with respect to (iv) to a two-person committee jointly appointed by the Vice-President Academic and Provost and the President of FAUW, which will make a final decision on each such case.

- b. Lecturers with five years or more of employment in a UARCed Lecturer appointment as of the Implementation Date:
 - i. Lecturers will transition to Assistant Professor, Teaching Stream, probationary.
 - c. Lecturers with a non-UARCed Lecturer appointment and less than 5 years of employment as a faculty member on definite-term contract(s) as of Implementation Date:
 - i. Lecturers will transition to Assistant Professor, Teaching Stream, Definite Term.
 - ii. They will have a five-year maximum eligibility for definite-term appointments beginning as of the Implementation Date.
 - d. Lecturers with a non-UARCed Lecturer appointment and 5 or more years of employment as a faculty member on definite-term contract(s) as of Implementation Date:
 - i. Lecturers will transition to Assistant, Professor, Teaching Stream, Definite-Term.
 - ii. The five-year maximum on definite-term appointments shall not apply.
6. Definite Term Lecturers shall have the right to maintain their current weighting as of Implementation Date, subject to any relevant provision of the Memorandum of Agreement. In particular, for Lecturers who currently have a scholarship component, this will continue, unless there is mutual agreement with their Chair and Dean to change this arrangement, as specified in 13.5.5.b of the Memorandum of Agreement.
7. Continuing Lecturers, whether they transition or not, shall have the right to maintain their current weightings. In particular, for those who currently have a scholarship component, this will continue, unless there is mutual agreement with their Chair and Dean to change this arrangement, as specified in 13.5.5.b of the Memorandum of Agreement.
8. Where a Lecturer transitions to a new definite-term appointment, the contract shall have the same end-date as their existing contract.
9. Where a Lecturer transitions to a probationary teaching stream appointment, Section 4 (“Timing and Criteria”) of P77 applies: a faculty member may be considered early for permanence based on their employment as a Lecturer at UW. Such early consideration requires the agreement in advance of the candidate and the DTPPC as well as the written agreement of the Dean.

10. All Lecturers/teaching stream faculty are eligible to apply for any advertised probationary teaching stream appointment for which they are qualified regardless of their current contract status.
11. Applications for continuing status which are ongoing in 2023/2024 shall not be impacted by amendments to P76 and P77. For those Lecturers who are successful in promotion to continuing status, paragraph 1 applies.
12. The Parties agree that references to “professorial ranks” or akin language in University policy or procedure predating the Amendments to P76 and P77 is to be interpreted as a reference to Tenure Stream faculty.
13. The University agrees that where a faculty member transitions from one appointment category to another as described in this Memorandum of Understanding, this shall not be considered to be a break in service for the purposes of pension and other employment benefits (“Break in Service”). Similarly, where a faculty member in one appointment category successfully competes for a position in another appointment category, the change in appointment will not be considered to be a Break in Service provided there is no break between the last day of appointment in the first category and the first day of appointment in another category.

C. Earned Course Reduction Transition Provisions

14. In interpreting the below earned course reduction transition provisions, “earned course reduction” and “course reductions credits”, as well as the related procedures, are comprehensively described in P76 (4.B. Course Reductions).
15. Specifically, course reduction credits can be converted to earned course reductions at the rate of 13 course reduction credits for 1 earned course reduction (equivalent to a 0.5 unit).
16. The following earned course reduction transitions apply:
 - i. Definite-Term Lecturers who become probationary Assistant Professors, Teaching Stream after implementation of Policy 76 and 77 will be eligible for 1 earned course reduction while in their probationary position. In each Faculty, definite-term Lecturers becoming probationary Assistant Professors, Teaching Stream will be divided into three equal-sized groups, based on length of employment in their position. The group with the most seniority will receive 1 earned course reduction in their 2nd year as probationary Assistant Professors, Teaching Stream. The next group will receive 1 earned course reduction in their 3rd year as probationary Assistant Professors, Teaching Stream. The group with the least seniority will receive

1 earned course reduction in their 4th year as probationary Assistant Professors, Teaching Stream.

- ii. Continuing Lectures who become permanent Associate Professors, Teaching Stream will be granted “start-up” Course Reduction Credit as follows: (i) those with 8 or more years of employment as a Continuing Lecturer will receive 6 course reduction credits; (ii) those with at least 4 and less than 8 years of employment as a Continuing Lecturer will receive 3 course reduction credits.

For Decision**Open Session**

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **5. Report of the Vice-President, Academic & Provost**

b) Amendments to Policy 3 and Policy 43**Recommendation:**

That on the recommendation of Senate, the Board accept and approve the proposed revisions to University policies 3 – Sabbatical and Other Leaves for Faculty Members (Policy 3), and to 43 – Special Conditions for Employment for Deans (Policy 43), as presented.

Background:

At its meeting March 4, 2024, and following review and recommendation from the Faculty Relations Committee, Senate considered and approved amendments to the above-noted policies that would mitigate the granting of an extra and unintended administrative credit to certain administrators.

The enclosed memo from the co-chairs of the Faculty Relations Committee outlines the proposed changes and rationale.

Dr. James Rush, Vice-President Academic & Provost, will offer further elaboration at the meeting.

Supporting Documentation:

- Memo to President from the Faculty Relations Committee



To: Vivek Goel, President and Vice-Chancellor

From: David Porreca, President, Faculty Association (co-chair, Faculty Relations Committee)
James W.E. Rush, Vice-President, Academic & Provost (co-chair, Faculty Relations Committee)

Date: 8 February 2024

Subject: Proposed Amendments to Policy 3 – Sabbatical and Other Leaves for Faculty Members and Policy 43 – Special Conditions for Employment for Deans

[Policy 3 – Sabbatical and Other Leaves for Faculty Members](#) (Policy 3) is a Class F policy that was last updated on 5 June 2001.

[Policy 43 – Special Conditions for Employment for Deans](#) (Policy 43) is a Class A policy that was established and last updated on 11 April 1972. Policy 43 is considered in relation to the attached memo from then-Vice-President Academic & Provost, Amit Chakma, which provides a directive that allows those considered in Policy 43 (Deans, Associate Deans, Chairs/Directors) to take an administrative leave of four months for four years of administrative service, at full pay, in advance of or subsequent to an approved sabbatical leave and to apply unused administrative service credit of less than four years as a salary top-up (the Chakma Memo).

Class F Policy Requirements under Policy 1 – Initiation and Review of University Policies

The responsibility for Class F policy development is vested in the Faculty Relations Committee (FRC). Policy 1 states that requests for amendment of a Class F policy shall be reviewed by the FRC which will decide whether to proceed with the request. The decision will be to proceed if a majority of the members appointed by each of the Administration and the Faculty Association is in favour.

Normally, in the course of development of the Class F policy, a Faculty Policy Drafting Committee (FPDC) will be formed, with terms of reference provided by the FRC. Where an FPDC is established, the draft policy is sent by the FPDC to the FRC, who, once satisfied with the draft, will forward it to the Senate, the Vice-President, Academic & Provost and the Board of Directors of the FAUW for comment. That said, Policy 1 states that minor amendments may be dealt with directly by the FRC without the formation of an FPDC.

The approval process is a collegial one in which the approval by each of the Senate, the Administration, the Faculty Association and the Board of Governors is required. The approval route is from the FRC to the President, then to Senate, and finally to the Board of Governors. Upon receipt of the amended policy from the FRC, the President will approve it and recommend it to Senate (or return it to the FRC with reasons). Upon receipt of the amended policy from the President, Senate will approve it and recommend it to the Board of Governors (or return it to the FRC with reasons). Upon receipt of the amended policy from Senate, the Board of Governors will approve it and the policy will be in force (or return it to the FRC with reasons). If the policy is returned at any stage, the FRC will review the reasons given for its

return, make any revisions that it deems necessary and return the amended policy for approval so long as it continues to have majority support from members appointed by each of the Administration and the Faculty Association.

Class A Policy Requirements under Policy 1 – Initiation and Review of University Policies

Responsibility for the initiation, development and approval of Class A policies is the same as listed above for Class F, except that the President may appoint up to two additional members to the FPDC representing other constituent groups.

Proposed Amendments

At meetings held on 5 October 2023, and 8 February 2024, the FRC considered amendments to Policy 3 and Policy 43, presented by a member of the committee, intended to clarify the interpretation of the two policies and the Chakma Memo. The committee agreed that as written, and as sometimes interpreted, the policies allow those who serve in the roles of Dean, Associate Dean or Chair/Director to receive a service credit toward sabbatical leave under Policy 3, an administrative credit toward sabbatical leave under Policy 3 and an extra and unintended administrative credit under Policy 43. The suggested amendments to the policies would prevent the unintended doubling-up of administrative service credits and would provide clarity in the application of the policy by incorporating the necessary information from Policy 43 and the Chakma Memo into Policy 3, thereafter cancelling Policy 43 and the Chakma Memo.

The FRC unanimously agreed to consider the proposed changes within the FRC, without the formation of a formal FPDC as contemplated by Policy 1. The changes were deemed to be minor in that they did not alter intended practices under the policies and the Chakma Memo, rather they proposed to amend the wording of Policy 3 for clarity, formalizing the directive of Policy 43 and the Chakma Memo therein.

Members unanimously supported the proposed amendments to Policy 3 below and recommend that the proposed amendments come into effect upon final approval by the Board of Governors, with those in Dean, Associate Dean, Chair/Director roles prior to that date exempted.

Policy 3 Suggested Amendment – Section 3

3. SABBATICAL LEAVE

Sabbatical leave may be granted for a period of up to, but not exceeding, twelve months. The University will continue salary payments to the grantee, subject to the terms outlined below.

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.

“Half-year leave” shall mean leave from normal teaching duties for one term (approximately four months) of the two teaching terms normally required in a 12-month period plus one-half of a non-teaching term. Salary will continue at the individual’s normal annual rate.

“Full-year leave” shall mean leave from normal teaching duties for the two teaching terms normally required in a 12-month period plus one full non-teaching term. Salary will continue at 85% of the individual’s normal annual rate.

Sabbatical leave is subject to the condition that if a faculty member is eligible to apply for regular sabbatical leave and such leave is deferred by the individual, in consultation with the Department Chair, the additional time served, up to a maximum of three years, may be applied toward eligibility for a succeeding sabbatical leave or may be used to enhance the 85% salary of a current full-year sabbatical leave at the rate of one-twelfth of the normal salary for each extra year of service credit. Total income from the University may not exceed 100% of the normal salary for the year. If deferral is at the request of the University, the three-year limit on additional service credit does not apply.

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. For early sabbaticals, unused years of service credit count toward subsequent sabbatical leaves and may not be taken in terms of salary equivalent.

Faculty members holding probationary appointments may apply for a special early sabbatical at full salary rather than at 85% of salary; this sabbatical would normally be completed during the fourth year of probationary appointment.

Where faculty members have assumed substantial administrative responsibilities (e.g. Deans, Associate Deans, Department Chairs, or School Directors) for an extended period (usually four or five years), they shall normally be present on campus for three terms each year. In those or in other exceptional circumstances, the University, at the discretion of the Vice-President, Academic & Provost, may waive the normal service requirement or the normal restriction against granting two consecutive leaves to a faculty member. Sabbatical leave may not be taken during the first two years of appointment.

Where faculty members have accrued a number of years’ administrative credit as Dean, Associate Dean, Department Chair or School Director, they may exercise the following option:

- Four years of unused administrative service credit may be exchanged once for four months of fully paid leave; such leaves may be taken in advance of or subsequent to an approved sabbatical leave, allowing a faculty member to be away from campus for up to 16 consecutive months.
- Unused administrative service credit of less than four years may be used only as a salary top-up. While on leave, total income from the University may not exceed the individual’s normal annual salary.

That is, one must have at least four years of unused administrative service credit in order to exchange it for paid leave, and such an exchange may occur only once during a faculty member’s tenure at the University.

~~Faculty members with substantial administrative duties will accrue administrative credit in addition to the normal service credit. Administrative credits do not count toward eligibility for sabbatical, but may be used for sabbatical salary enhancement at the rate of one twelfth of the normal salary for each year of administrative service; total income from the University may not exceed the individual's normal annual salary. Unused administrative credit may be used for salary enhancement toward a subsequent sabbatical but is otherwise forfeited.~~

The following consultations have taken place:

- Deans' Group – October 4, 2023
- FAUW Board of Directors – October 26, 2023

This amendment is respectfully submitted to you as a minor amendment to Policy 3, and Policy 43, requesting your approval and recommendation to Senate.

Please indicate your decision below.

I approve

I approve with the following recommendations:

I do not approve for the following reasons:

Vivek Goel
President and Vice-Chancellor

Date

EFFECTIVE JULY 1, 2003

ADMINISTRATIVE CREDIT (USE OF) FOR:
SABBATICAL SALARY ENHANCEMENT
4 FOR 4 EXCHANGE

Sabbatical accrual and administrative credit at UW

Six years of normal service makes an active faculty member eligible to apply for a 12-month sabbatical leave at 85% salary (or a 6-month leave at full salary), and three years of normal service makes an active faculty member eligible for a 6-month "early" sabbatical leave at 85% salary. In addition, administrative service as Dean, Associate Dean, Department Chair, or School Director provides administrative service credit equal to the term of the administrative appointment (i.e., a 3-year appointment equals 3 years' admin. credit).

Sabbatical Salary Enhancement

Administrative credit may be used as salary top-up, to bring the normal sabbatical salary to 100% of normal salary. (Currently, 1 year & 10 months of admin. credit will enhance a 12-month leave to full salary.)

4 For 4 Exchange (or use of excess administrative credit)

Where faculty members have accrued a number of years' administrative credit, they may exercise the following option:

- Four years of unused administrative service credit may be exchanged **once** for four months of fully paid leave; such leave may be taken in advance of or subsequent to an approved sabbatical leave, allowing a faculty member to be away from campus for up to 16 consecutive months.
- Unused administrative service credit of less than four years may be used only as salary top-up.

That is, one must have at least four years of unused administrative service credit in order to exchange it for paid leave, and such an exchange may occur only once during a faculty member's tenure at UW.

Amit Chakma
Vice-President Academic & Provost
June 2003

For Decision

Open Session

Date of Meeting: April 16, 2024
To: Members, Board of Governors
From: Gen Gauthier-Chalifour, University Secretary
RE: **7.a) Minutes of the February 6, 2024 Meeting - CONSENT**

Recommendation:

To approve the minutes of the February 6, 2024 Board of Governors meeting, as presented.

Documentation Provided:

- Minutes of the February 6, 2024 Board of Governors meeting – Open Session

University of Waterloo
BOARD OF GOVERNORS
Minutes of the Tuesday 6 February 2024 Meeting
[in agenda order]

Present: Nasser Abukhdeir, Michael Ashmore, Marc Aucoin, Aubrey Basdeo, Linda Blair, Jack deGooyer, Catherine Dong, Michael Eubanks, Teresa Fortney, Murray Gamble (chair), Genevieve Gauthier-Chalifour (secretary), Vivek Goel, Rob Gorbet, Neela Hassan, Nancy Heide, Russell Hiscock, Andre Hladio, Bilal Khan, Ellen MacEachen, Dorothy McCabe, Kristiina Montero, Terry Mundell, Rory Norris, David Porreca, John Saabas, Asher Scaini, Jagdeep Singh Bachher, Berry Vrbancovic, Dan Weber, Stanley Woo

Guests: Sheila Ager, Cristiana Alkiviades, Jean Becker, Alison Boyd, Aldo Caputo, Jeff Casello, MaryAnne Chan, Charmaine Dean, David DeVidi, Nenone Donaldson, Bernard Duncker, Stepanka Elias, Paul Fieguth, Melanie Figueiredo, Jenny Flagler-George, Bruce Frayne, Anne Galang, Diana Goncalves, Yessenia Guerrero, Sarah Hadley, Angela Herman, Michelle Hollis, Chris Houser, Salman Jivani, Diane Johnston, Ross Johnston, Karim Karim, Andrea Kelman, Jennifer Kieffer, Norah McRae, Christine McWebb, Lili Liu, Jon Mason, Ian Milligan, Beth Namachchivaya, Catherine Newell-Kelly, Fayaz Noormohamed, Mike Pereira, Chris Read, Jacinda Reitsma, Ian Rowlands, James Rush, Daniela Seskar-Hencic, Greg Smith, Karl Shuett, Allan Starr, Sean Thomas, Nickola Voegelien, Tim Weber-Kraljevski, Mary Wells, Glen Wepler, Meghan Whitfield, Sarah Willey-Thomas, Katy Wong-Francq, Peter Wood

Regrets: Dominic Barton, Karen Redman, Kevin Strain, Jennisha Wilson

OPEN SESSION

1. APPROVAL OF AGENDA AND CONSENT ITEMS AND DECLARATIONS OF CONFLICT OF INTEREST

a) Declarations of Conflict of Interest.

There were no conflicts of interest declared.

b) Approval of Agenda and Consent Items

Porreca and Weber.

To approve the agenda of the 6 February 2024 Board of Governors meeting, as presented; and, to approve or receive for information consent agenda items 8 a) through c). CARRIED

c) Business Arising from the Minutes

There was no business arising from the minutes.

2. REMARKS FROM THE CHAIR

Murray Gamble provided opening remarks, which included:

- Recent op-ed published in the Record with respect to the challenges facing the University of Waterloo.
- Special thanks extended to Dr. Norah McRae and the team at CEE for their education session.
- Welcome to Terry Mundell, newest Board member and Lieutenant-Governor-in-Council appointment.

3. REPORT OF THE PRESIDENT

a. General Update

The President delivered a verbal update, which included:

- Community updates.
- University activities with respect to free speech and respectful engagement.
- Recent communication to the University Community regarding emergency response work since the Hagey Hall attack.
- Government updates with respect to post-secondary education, technology and research and study permits.
- Update on the status of changes to Policy 76 and Policy 77.

Discussion ensued around any additional clarity or information available regarding international study permit caps for undergraduate versus graduate students.

4. REPORTS FROM COMMITTEES

a. Audit & Risk Committee

Russell Hiscock presented the Audit & Risk Committee report to the Board of Governors for information.

b. Building & Properties Committee

John Saabas presented the Building & Properties report to the Board of Governors for information.

c. Finance & Investment Committee

i. Report from the Chair

Michael Ashmore presented the Finance & Investment Committee report to the Board for Information.

ii. 2023/24 Operating Budget Update and Planning for 2024/25

James Rush presented the 2023/24 Operating Budget and planning update for 2024/25 budget. The Board discussed where there are reductions to non-salary expenses; risks associated with reductions to deferred maintenance; innovative strategies to manage finances; large proportion of costs are salaries and associated benefits; need for a public awareness campaign; engagement of donors; threat of future budget years; and layers of policy impacting the financial situation of the University.

iii. 2024/25 Tuition Fees and Co-op Fees

James Rush presented the 2024/25 Tuition Fees and Co-op fees.

The Board discussed impact of changes to out-of-province tuition; advocacy opportunities for students; impact of increases to international student tuition; impact of taxpayer funding on student fees.

Ashmore and Singh Bachher.

That on the recommendation of the Finance & Investment Committee that the Board of Governors approve the proposed tuition rate increases and co-op fees for 2024-25, as presented. CARRIED with two opposed.

iv. 2024/25 Campus Housing and Student Services Fees

James Rush presented the 2024/25 Campus Housing and Student Fees. The Board discussed consultation undertaken with students; the need to offer high quality on campus housing; use of funds generated by increase in campus housing fees.

Ashmore and Dong.

That on the recommendation of the Finance & Investment Committee that the Board of Governors approve the proposed campus housing residence fee rates for 2024-25, as presented and to be in effect for the 2024 Fall semester. CARRIED

Jacinda Reitsma presented the Student Services Fees. The Board discussed the rationale for the increase in the Centre for Career Development fees and rationale for large increases in some fees this year.

Ashmore and MacEachen.

That the Finance & Investment Committee recommend that the Board of Governors approve the student services fees for all full-time and part-time undergraduate and graduate students effective 1 May 2024. CARRIED

d. Governance Committee

i. Report from the Chair

Murray Gamble presented the Governance Committee Report to the Board for information.

ii. Annual Board Evaluation

Gamble reminded the Board to participate in the Annual Board evaluation survey and outlined the timeline for response and next steps.

e. Pension & Benefits

Teresa Fortney presented the Pension & Benefits Committee Report to the Board for information.

5. REPORT OF THE VICE-PRESIDENT, ACADEMIC AND PROVOST

a. Undergraduate and Graduate Academic Program Review Report

David DeVidi presented the Undergraduate and Graduate Program Review Report to the Board of Governors for information.

6. REPORT OF THE VICE-PRESIDENT RESEARCH AND INTERNATIONAL

a. 2023 Annual Report

Charmaine Dean presented the 2023 Annual Research Report to the Board of Governors for Information. The Board discussed equity, diversity and inclusion (EDI) related targets in a Canadian context; guidance regarding intellectual property developed during hackathons; and metrics available on retention of intellectual property.

7. OTHER BUSINESS

There were no matters for other business.

The Chair recognized a group of visitors in attendance and offered the floor. A member of the group voiced their grave concern about the Israel-Hamas war and ongoing conflict in Gaza, and the University's public response to the situation. A brief disruption ensued and the Chair called for order.

8. CONSENT AGENDA

The following items were approved, or received for information, as part of the consent agenda:

- a. Minutes of the 31 October 2023 Meeting*
- b. Report of the Vice-President, Academic & Provost*
 - i. Sabbatical and Administrative Leaves*
 - ii. Promotion to Professor*
 - iii. Undergraduate and Graduate Admissions Update*
 - iv. Co-op and Experiential Education Annual Report*
- c. Executive Committee Report*

The Board convened in confidential session.

For Decision**Open Session**

Date of Meeting: April 16, 2024

To: Members, Board of Governors

From: Gen Gauthier-Chalifour, University Secretary

RE: **7.b) Report of the Vice-President, Academic & Provost - CONSENT**

i) Sabbatical and Administrative Leaves

In accordance with [Policy 3 – Sabbatical and Other Leaves for Faculty Members](#), the Board approves sabbatical and special leaves. Enclosed for the Board’s approval is the sabbatical and administrative leaves report as prepared by the Office the Vice-President, Academic & Provost.

Recommendation:

To approve the minutes of the sabbatical and administrative leaves, as presented.

Documentation Provided:

- Sabbatical and Administrative Leaves

University of Waterloo
SABBATICAL AND
SPECIAL LEAVES
Report to the Board
16 April 2024

This report is recommended for inclusion in the consent agenda.

FOR APPROVAL

Motion: To approve the following sabbatical and special leaves in accordance with policy 3– Sabbatical and Other Leaves for Faculty Members.

Background: The report on Sabbatical and Special Leaves comes to the Board of Governors at each meeting as leave requests occur throughout the year.

Granting of sabbatical and special leaves 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. 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.

Sabbatical and special leaves further require the approval of the Board of Governors.

1. Sabbatical Leaves

Faculty of Arts

Andison, Lois, Fine Arts, July 1, 2024 to December 31, 2024 at 85% salary

My research area is kinetic sculpture, video, and expanded media. I plan to research new areas of interest which further center on the role of female labour in ecology and stewardship and to dive into coding. I expect to get a start on a new body of work or new bodies of work.

Coutu, Joan, Fine Arts, September 1, 2024 to August 31, 2025 at 91.9% salary

My research area is Imperial/colonial-built environments. I plan to: 1) complete my research and writing of sole-authored book: Britons, Built Environments, and New Imperialism, c. 1900-1920; 2) co-host a workshop with National Trust, U.K.: interpretation of ruins in the British landscape, professional toolkit, edited volume; and 3) write an article about British encounters with the Venus de' Medici in the 18th century.

Doyle, Matthew, Economics, September 1, 2024 to February 28, 2025 at 85% salary

I will complete some ongoing research on intermediation in markets with asymmetric information. I expect this to result in a publication in an academic journal, such as the International Economic Review. I will also open a new avenue of research into the recent decline in Canada's capital formation rate, with the goal of influencing public policy on this issue.

Drake, Anna, Political Science, July 1, 2024 to December 31, 2024 at 85% salary
*My research examines structural injustice, both in deliberative democracy with a focus on the role of activism, and in broader examinations of responsibility and systemic change. I plan to develop papers addressing the relationship between responsibility and structural injustice and to begin work on a book manuscript tentatively titled *Deliberative Democracy and Structural Injustice*.*

Easton, Fraser, English Language and Literature, July 1, 2024 to December 31, 2024 at 85% salary
*I will spend my leave researching and writing on two ongoing projects: one on reports of cross-dressing in eighteenth- and early nineteenth-century periodicals, especially the *Times of London*, for which I have applied for SSHRC funding, and the other on paralinguistic communication in the poetry of Wordsworth.*

Hebbinckuys, Nicolas, French Studies, July 1, 2024 to December 31, 2024 at 85% salary
*My area of research is French literature of the Ancien Régime (XVIIth to XVIIIth centuries) and travel narratives. I will 1) finish the manuscript of my critical edition of Books I & II of “*Histoire de la Nouvelle-France*” by Marc Lescarbot (1618), and 2) co-edit a journal issue on the theme of movement in the Ancien Régime (to be published in the *Arborescences* journal of the University of Toronto).*

Hunt, Andrew, History, September 1, 2024 to August 31, 2025 at 94.7% salary
*My area of research is post-1945 U.S. history, with an emphasis on social and cultural transformations in the 1960s. I will use this leave to research and begin writing a book tentatively titled, *The Jewish Sixties*, about the vital contributions of Jewish Americans to important transformations of the era, including the Civil Rights movement, anti-Vietnam War protests, feminism, and the counterculture.*

Kaminskaia, Svetlana, French Studies, July 1, 2024 to December 31, 2024 at 85% salary
My area of research is prosodic variation in Canadian French dialects. I will work with research assistants on data within my research project funded by SSHRC a few years ago, and prepare two conference presentations and a manuscript for publication.

Lawson, Kate, English Language and Literature, July 1, 2024 to December 31, 2024 at 100% salary
*I will research and write an article on the dramatization of literary influence in *Wuthering Heights* as that which both offers and threatens to “alter the colour of [one’s] mind.” This article continues my larger project on literary influence and the Brontës, with related articles published in *Cahiers victoriens édouardiens* (2023) and *SEL: Studies in English Literature* (2021).*

Lluis, Stephanie, Economics, September 1, 2024 to February 28, 2025 at 85% salary
I plan to continue my research on the Canadian Employment Insurance system and on developing a better understanding of the relationship between the unemployment insurance system and the structure of the labour market. I expect this research to produce academic papers in labour economics journals and policy reports to inform public policy think tank and government experts.

Macfarlane, Emmett, Political Science, September 1, 2024 to August 31, 2025 at 85% salary
My leave will primarily focus on two areas of research: 1) an ongoing project, including field work, for a SSHRC-funded study on the regulation of online hate speech in Canada, New Zealand, and the United Kingdom; and 2) the completion of a book manuscript, also ongoing, on unwritten constitutionalism in Canada.

Nolette, Nicole, French Studies, July 1, 2024 to December 31, 2024 at 85% salary
My areas of research are French-Canadian minority studies, theatre studies and translation studies. I will be writing a monograph about hopeful performances of French-Canadian theatre between 1995 and now. I will also finish a three-year project on surtitling in Toronto and pursue co-leadership of a

seven-year Partnership. Expected outcomes include three chapters of the monograph and one conference paper.

Quinlan, Andrea, Sociology and Legal Studies, July 1, 2024 to December 31, 2024 at 85% salary
I will complete a first draft of my book manuscript on sexual assault forensics (SSHRC IDG), collect data on DIY forensics in Canada (SSHRC IG), produce a podcast on rural sexual assault care in Canada and Scotland (SSHRC Connections), prepare and deliver two conference presentations and prepare two articles for submission (CIHR and SSHRC Connections).

Tolmie, Sarah, English Language and Literature, July 1, 2025 to December 31, 2025 at 85% salary
I will be completing the historical fiction novel True Thomas, in part as a guest at the Centre for Fantasy and the Fantastic at the University of Glasgow.

Faculty of Engineering

Correa, David, Architecture, July 1, 2024 to December 31, 2024 at 85% salary
I will be hosting an international conference titled “Robotic Fabrication in Architecture, Art, and Design” in May 2024. Following the conference, I will be restarting my research into 4D printing composites in collaboration with the Institut de Recherche Dupuy de Lôme IRDL CNRS in Lorient (France). I will also be completing an associated grant application.

Macdonald, Marie-Paule, Architecture, July 1, 2024 to December 31, 2024 at 100% salary
I plan to complete the forthcoming book, African Cinema and Urbanism, Anthem Books. I plan to resume Study of Coastal Erosion, primarily studying conditions in eastern Nova Scotia. I intend to resume research on the topic of Study of Philosophy and Architecture, principally as represented in the work of Françoise Choay and Jean-François Lyotard. I will resume work on a collected writing and articles compilation of published and unpublished work.

Sachdev, Manoj, Electrical and Computer Engineering, September 1, 2024 to October 31, 2025 at 100% salary
I intend to do research on different research topics, which include new power and energy efficient displays in CMOS and TFT technologies, etc. for AR/VR applications.

Saini, Simarjeet, Electrical and Computer Engineering, September 1, 2024 to August 31, 2025 at 100% salary
I plan to: 1) finish a textbook on introductory electromagnetics contracted by Taylor and Francis; 2) start and finish a textbook on Photonics Integrated Circuits; and 3) commercialize a teleophthalmology platform I have been working on for the last three years.

van Pelt, Robert Jan, Architecture, January 1, 2025 to June 30, 2025 at 85% salary
I will finish the permanent exhibition of the new Montreal Holocaust Museum (MHM), which I am creating as co-curator with Dr. Marie-Blanche Fourcade under a research contract between the MHM and UW. The MHM will open in early 2026.

Willett, Thomas, Systems Design Engineering, January 1, 2025 to December 31, 2025 at 85% salary
My area of research is biomedical engineering, specifically biomaterials and mechanics of biomedical and biological materials. I plan to rescue my research program by writing many grant applications, working in my laboratory, visiting collaborators, and learning how to apply machine learning in my research. Outcomes will include new research funding and exciting new research directions.

Zhuang, Weihua, Electrical and Computer Engineering, September 1, 2024 to August 31, 2025 at 96.8% salary

I will stay on campus, working on research projects, supervising graduate students, and writing a book. I will investigate and develop engineering solutions for network intelligence and automation in the next generation (6G) wireless communication systems, utilizing advanced artificial intelligence (AI) techniques, focusing on both AI for networking and networking for AI.

Faculty of Environment

Doberstein, Brent, Geography and Environmental Management, July 1, 2024 to December 31, 2024 at 85% salary

I will 1) be carrying out new research on managed retreat for disaster risk reduction/climate change adaptation in Canada and Indonesia, 2) be continuing with ongoing research on nature-based solutions for disaster risk reduction/climate change adaptation in Indonesia, and 3) be publishing several manuscripts on wildlife conservation, protected areas management and disaster risk reduction.

McCarthy, Daniel, Environment, Resources and Sustainability, July 1, 2024 to December 31, 2024 at 100% salary

I am proposing to lay the foundation for two emerging projects: 1) Co-Reclamation in the Oil Sands Phase 2: a collaboration with Fort McKay First Nation; and 2) Building the Capacities for Systems Transformation: developing an index for assessing readiness for systems transformation. I am aiming to produce three manuscripts and two draft grant proposals to support these projects.

Nepal, Sanjay, Geography and Environmental Management, July 1, 2024 to December 31, 2024 at 85% salary

My current research is focused on human-wildlife conflicts in high mountain protected areas, and on natural disasters and social/cultural capital in tourism destination communities. I will work on research papers and conduct fieldwork in two national parks in Nepal.

Parker, Dawn, Planning, September 1, 2024 to August 31, 2025 at 85% salary

I research land and housing markets as a complex systems. I will identify open research questions about Canadian housing, advocate for access to Ontario land and housing market data by Ontario university researchers and develop new models to assess the land and housing market outcomes of policies that require a proportion of new housing to be affordable.

Faculty of Health

Boluk, Karla, Recreation and Leisure Studies, September 1, 2024 to August 31, 2025 at 85% salary

I plan to wrap up an edited book I am leading for Elgar on the SDGs and Tourism. I also plan to complete my MITACs Grant exploring the transformational potential of regenerative tourism in Southern Ontario. I will launch my Early Researcher Award understanding the supports required by equity deserving tech entrepreneurs in COVID-19 recovery and their contributions to the United Nations Sustainable Development Goals (SDGs). I will prepare an application for a UW Explore Grant to carry out a pilot study examining the role of youth advocates in York, UK to better understand the supports they require and compare this case study with my Canadian data.

Dickerson, Clark, Kinesiology and Health Sciences, January 1, 2025 to December 31, 2025 at 100% salary

I will be pursuing innovative research into rotator cuff pathology development and prevention through a connected series of academic partnerships. These collaborations will focus on addressing the mechanical causes of tissue damage, neuromuscular responses to challenges, and novel assistive devices to mitigate risks and enhance shoulder and arm function.

Hirdes, John, Public Health Sciences, September 1, 2024 to August 31, 2025 at 100% salary
I will co-lead several multinational research efforts related to mental health, primary care for older adults, and caregivers. This includes major efforts in India, Africa, South & Central America, and the Caribbean. In addition, I will be a lead researcher in an interRAI-WHO working group on measures for healthy aging.

Kirkpatrick, Sharon, Public Health Sciences, September 1, 2024 to August 31, 2025 at 97.5% salary
The aim of my research is to strengthen evidence on dietary patterns and human and planetary health to support healthy and sustainable eating. I will advance research to better understand the complexity and heterogeneity of dietary patterns, conceptualize a new research direction related to nutrition security, and facilitate improved dietary assessment within cohort and other studies.

McAiney, Carrie, Public Health Sciences, September 1, 2024 to February 28, 2025 at 100% salary
My research focuses on co-designing and evaluating resources and interventions to enhance well-being among people living with dementia and their families. I will work on writing papers, preparing an application for an anticipated CIHR team grant, and attending a conference in Europe.

Faculty of Mathematics

Browne, Ryan, Statistics and Actuarial Science, May 1, 2024 to April 30, 2025 at 100% salary
I plan to work on extending methodology for model-based approaches for distinguishing subgroups. Some topics include assessing agreement between fuzzy partitions, parsimonious covariances structures, accelerating expectation maximizations and sketching (random approximation algorithms).

Cotton, Cecilia, Statistics and Actuarial Science, September 1, 2024 to August 31, 2025 at 100% salary
My research program investigates causal inference methodology for complex data. My plans are: 1) establish new methodology with recurrent event data with a focus on machine learning methods, 2) explore problems of missing data in recurrent settings, and 3) maintain and expand my applied collaborations with health researchers. I plan to stay in Waterloo other than trips to scholarly conferences.

Goldberg, Ian, Computer Science, September 1, 2024 to August 31, 2025 at 85% salary
I will be focusing on my research on private computation and communication. I will work on advancing the underlying mathematical algorithms and secure protocols, and also importantly, on implementing both my existing work and these new advances into open-source software that can be easily used, evaluated, and built upon in order to move this research area forward.

Melczer, Stephen, Combinatorics and Optimization, September 1, 2024 to February 28, 2025 at 100% salary
I research the theory and applications of enumerative combinatorics, and the development and analysis of algorithms for asymptotics. I will write up new applications of the general methods published in my recent textbooks, and develop new practical techniques for asymptotics using toric geometry, I will make short trips to Philadelphia to visit my collaborator Robin Pemantle.

Morris, Kirsten, Applied Mathematics, September 1, 2024 to August 31, 2025 at 90.6% salary

I will intensify my research on optimal estimator design, including both theory and incorporating a new approach using neural nets and machine learning. As part of this, I will make several extended visits to collaborators in France and Germany.

Mosca, Michele, Combinatorics and Optimization, May 1, 2024 to April 30, 2026 at 85% salary
My general area of research is around safely harnessing the power of quantum computation. One stream is focused on reaping computational advantage from quantum computers, including the development of new algorithms and compilation methods. The other stream is focused on cryptography that is safe in the context of quantum algorithmic attacks. This includes next generation quantum key exchange network optimization.

Pechenik, Oliver, Combinatorics and Optimization, January 1, 2025 to June 30, 2025 at 100% salary
My research is on combinatorial aspects of algebraic geometry, commutative algebra and representation theory. I will use my leave to finish writing a backlog of papers for which the research is already done, as well to visit Minnesota where I will pursue further projects with my most frequent collaborators, Rebecca Patrias, Jessica Striker, and Anna Weigandt.

Schied, Alexander, Statistics and Actuarial Science, September 1, 2024 to August 31, 2025 at 85% salary
First, I aim to work on my NSERC proposal “Rough trajectories: Analysis, estimation, and financial applications”. Second, there is collaboration with Hans Föllmer on the fifth edition of our book “Stochastic Finance”. There is also a plan for a new joint book on Pathwise Itô calculus. Moreover, a research visit to Imperial College London is planned.

Tuncel, Levent, Combinatorics and Optimization, September 1, 2024 to February 28, 2025 at 87.8% salary
I will focus on my research projects in mathematical optimization (theory and algorithms). My research program has significant interaction with combinatorics, computational complexity as well as various other fields in mathematical sciences. Some potential applications of my research program include those in engineering, data science and machine learning.

1. Sabbatical Change

Faculty of Arts

Curtis, Lori, Economics, September 1, 2023 to August 31, 2024 at 100% salary changed to September 1, 2023 to February 29, 2024 at 100% salary

2. Sabbatical Cancellation

Faculty of Science

Tsen, Adam Wei, Chemistry, September 1, 2024 to August 31, 2025 at 100% salary