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# SJU

St. Jerome's University

*Established in 1865*

*Co-founder of the University of Waterloo*

**COLLECTIVE AGREEMENT**

**between**

**THE ST. JEROME'S UNIVERSITY ACADEMIC STAFF ASSOCIATION**

**and the**

**BOARD OF GOVERNORS OF ST. JEROME'S UNIVERSITY**

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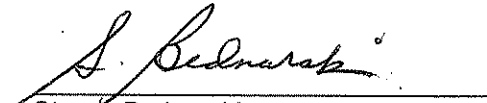
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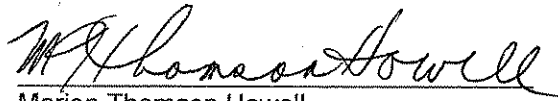
Expiry: April 30th, 2018

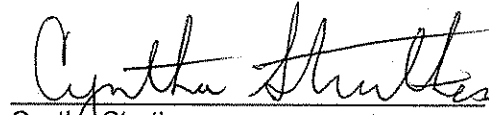
ON BEHALF OF THE UNIVERSITY:

  
Katherine Bergman  
President and Vice-Chancellor

ON BEHALF OF THE SJU-ASA:

  
Steven Bednarski  
Chief Negotiator, SJU-ASA

  
Marion Thomson Howell  
Chair, Board of Governors

  
Cynthia Struthers  
SJU-ASA Acting President

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## **Definitions**

- (1) "Academic Committee" shall mean a committee of the Academic Department Chairs, Librarian, Associate Dean, and Vice-President / Academic Dean, as voting members, and Registrar and two (2) representatives from the Students' Union as non-voting members.
- (2) "Academic Program" shall mean a set of courses or other units of study which serve to fulfill requirements of certificates or degrees by St. Jerome's University or through St. Jerome's University by another University.
- (3) "Academic Year" shall mean September 1 through August 31
- (4) "Act" shall mean the Consolidated Act of Incorporation of St. Jerome's University (2000)
- (5) "Associate Dean" shall mean the Associate Dean appointed by the Vice-President / Academic Dean.
- (6) "Association" shall mean the St. Jerome's University Academic Staff Association.
- (7) "Bargaining Unit" shall mean all persons employed by St. Jerome's University as full-time members of the academic staff holding tenure or tenure track positions or having a contract for twelve (12) months or longer, and professional librarians, save and except administrators at the rank of Associate Dean or higher.
- (8) "Board" shall mean the Board of Governors of St. Jerome's University as established by the Act.
- (9) "Case File" shall mean that file prepared by a Member as part of his / her application for renewal, tenure, and promotion.
- (10) "CAUT" shall mean the Canadian Association of University Teachers.
- (11) "Course" shall mean an academic offering valued at 0.5 credits by the University of Waterloo Senate for the purpose of conferring degrees.
- (12) "Department" shall mean an academic and administrative unit into which academic staff Members are appointed for the coordination and performance of their respective academic duties and for the execution of the educational activities of the University.
- (13) "Department Chair" shall mean the Member appointed to direct a Department.
- (14) "Department Member" shall mean a Member in a department. Membership in a department shall be determined in the Member's initial letter of appointment unless subsequently reassigned by the Vice-President / Academic Dean.
- (15) "Employer" shall mean the Board of Governors of St. Jerome's University as defined by the Act.
- (16) "Faculty" shall refer to a Member who holds a rank of Lecturer, Assistant Professor, Associate Professor, or Professor.
- (17) "Fiscal Year" shall mean the period from May 1 through April 30.
- (18) "Interdisciplinary Program" shall mean a grouping of related courses outside a Department for which there is a distinct academic credential normally offered during the Academic Year.
- (19) "Member" shall mean those employees falling within the Bargaining Unit.
- (20) "OCUFA" shall mean the Ontario Confederation of University Faculty Associations

- (21) "President" shall mean the chief executive officer of the University who has supervision over and direction of the academic work and general administration of the University, the faculty, the staff and the students and has such other powers and duties as may be conferred upon him or her by the Board.
- (22) "President of the Association" shall mean the President or the acting President of the St. Jerome's University Academic Staff Association
- (23) "Sessional Stipend" shall mean the stipend provided to a sessional lecturer for the teaching of a course in a given year.
- (24) "SJUSC" shall mean the St. Jerome's University Council or some other such "senate-like body" established by the Board as part of a bicameral system of governance.
- (25) "University" shall mean St. Jerome's University.
- (26) "UW" shall mean the University of Waterloo.
- (27) "Vice-President / Academic Dean" shall be as defined in the Board's bylaws.
- (28) "Working Days" shall mean weekdays unless the University is closed.

## **Preamble**

St. Jerome's University is a public Catholic University federated with the University of Waterloo, historically associated with the educational vision of the Congregation of the Resurrection. We are committed to learning and academic excellence; the gospel values of love, truth and justice; and the formation of leaders for the service of the community and the Church. In all our activities and practices, St. Jerome's University functions within the context of the Catholic tradition and the principles of academic freedom.

## **Article 1 – Purpose of Agreement**

**1.0** It is the purpose of this Collective Agreement to set forth the terms and conditions of employment and other specific contractual provisions, to promote and maintain harmonious relationships between the Parties, and to provide a means for settling such disputes as may arise from time to time. The Parties recognize that the purposes of the University include providing a facility for higher education through teaching, research, and service. The Parties agree to work cooperatively toward developing the quality and effectiveness of the education provided by the University, and to encourage a climate of equity, justice, freedom, responsibility, and mutual respect in the pursuit of the University's goals.

**1.1** The Employer shall advocate in support of Members' faculty status at the University of Waterloo and their participative role in Departments and Interdisciplinary Programs at the University of Waterloo.

### **1.2 Full and Fair Consideration**

Both Parties agree to abide by the principle of full, fair, and reasonable consideration in any and all proceedings under the terms of this Agreement, including the consideration of all relevant evidence.

## **Article 2 – Academic Freedom**

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

**2.1** Members possess the individual right, regardless of prescribed doctrine, to academic freedom, which includes the right to engage in the following without institutional censorship or reprisal provided the Member complies with relevant legal considerations and any related policies required by law:

- (a) Examine, question, teach, and learn;
- (b) Disseminate opinions on any questions related to the Member's teaching, professional activities, and research both inside and outside the classroom;
- (c) Choose and pursue research, creative, or professional activities without interference or reprisal, and freely publish and make public the results thereof;
- (d) Choose and pursue teaching methods and content;
- (e) Create, exhibit, perform or adjudicate works of art;
- (f) Select, acquire, disseminate, or critique documents or other materials;
- (g) Criticize the Association, Employer or any other organizations, whether corporate, political, public, private, institutional, as well as society at large;
- (h) Engage in service to the institution and the community;
- (i) Participate in professional and representative academic bodies; and
- (j) Recommend library materials relevant to the pursuit of learning

**2.2** Academic freedom does not require neutrality on the part of the Member. Academic freedom makes intellectual discourse, critique and commitment possible.



**2.3** Academic freedom does not confer legal immunity and carries with it the duty to use that freedom in a responsible manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising their legal rights, Members shall not be hindered or impeded by either Party in any manner contrary to this Agreement.

**2.4** In any exercise of freedom of expression, Members shall not purport to convey an official position of the Employer unless so authorized by the Employer, President or his/her designate.

### **Article 3 – Recognition**

The Employer recognizes the St. Jerome's University Academic Staff Association as the certified exclusive bargaining agent for all Members of the Bargaining Unit.

The Employer shall forward via electronic mail an attachment to short-listed job candidates at least four days prior to their campus visit. The contents of the attachment are contained in the Appendix and are subject to modification by mutual agreement between the Association and the Employer. Notification that the attachment has been sent to the short-listed job candidate shall be sent immediately to the President of the Association.

### **Article 4 – Association Dues**

**4.1** On behalf of the Association, the Employer shall deduct from the salary of each member of the Bargaining Unit the Association's regular dues and/or other assessments. The Association shall notify the Employer, in writing, of the amount of its regular dues and/or other assessments, and advise the Employer thirty (30) calendar days prior to the date of effect of any change in regular dues or assessments.

**4.2** The dues deducted under this Article shall be remitted by the fifteenth (15th) day of the month following the month of deduction and shall be accompanied by a list of the Members from whom dues have been deducted along with the amounts deducted of each Member.

**4.3** The Association shall indemnify and save harmless the Employer from any claim made against it pursuant to the deduction or non-deduction of Association dues.

### **Article 5 – Representation and Communication**

**5.1** In matters covered by this Agreement, the Employer shall not bargain with, nor enter into, any agreement with a Member or group of Members other than those designated by the Association Executive. The Parties shall exchange a list of designated authorities, including negotiators and grievance officers, with whom each Party is required to transact business under this Agreement.

**5.2** The Employer shall not meet with any Member or group of Members undertaking to represent the Association without written authorization of the Association Executive.

**5.3** In representing a Member or group of Members, an elected or appointed representative of the Association shall be the spokesperson.

**5.4** Except where otherwise specified in this Agreement, correspondence between the Association and the Employer arising out of this Agreement will pass between the Vice-President / Academic Dean and the President of the Association, or their delegates.

**5.5** Where written notice is specified in this Agreement, the Parties shall use the University internal mail or electronic mail.

**5.6** The Employer shall provide the Association with access to meeting rooms on the same terms as University committees..

**5.7** The Employer shall provide the President of the Association the following information concerning each Member:

Name

Current rank

Rank and category of initial appointment

A copy of the letter of appointment of any new Member(s)

Employment Status (e.g., full-time, reduced load, etc.)

Date of appointment

Dues deducted in the previous fiscal year

University telephone number and e-mail address

Types and durations of leaves

Promotions

Date of birth

Highest degree

Home address and telephone number

Teaching load (i.e., course titles and numbers)

Base salary in the most recent fiscal year

Total earnings in the most recent fiscal year

Results of recent merit applications

Course Release Information

Sabbatical Credits

**5.8** The Employer shall provide to the President of the Association a copy of all correspondence between the Employer and any Member that communicates decisions regarding appointment, renewal, tenure, promotion, discipline, dismissal, and / or the disposition of a grievance.

**5.9** The Employer shall provide to the President of the Association a copy of the last approved university budget and the operating budget package at the same time it is forwarded to the Board of Governors.

**5.10** The Employer shall place a link to the Association website on the main employee directory and Human Resources pages of the St. Jerome's University website.

**5.11** The Association shall provide the Employer with an up-to-date copy of the SJU ASA Constitution and Bylaws, and amendments, and the names of the Association Executive. This information may be provided in whole or in part on the Association's website.

**5.12** Upon ratification by the Parties, the Employer will prepare six (6) official copies of the Agreement to be signed by the signing officers of the Employer and the Association. Each party will receive three (3) official signed copies.

**5.13** The Employer will, within thirty (30) days of such signing, provide to the Association a digital .PDF version of the signed agreement for distribution to the Members.

## **Article 6 – Association Rights**

### **6.1** Course Release

- (a) The Employer shall grant to the Association three (3) course releases for the term of this Agreement, to be assigned by the Association.
- (b) The Employer shall grant the Association's Chief Negotiating Officer one (1) additional course release per year in years in which bargaining occurs.
- (c) The Association may purchase additional units of course release for its Members during the term of this Agreement. The cost per course release shall be equivalent to the Sessional Stipend.
- (d) The Association shall notify the Employer of its intention to assign any course releases at least sixty (60) days prior to the commencement of the term in which the release will be used.
- (e) The Association shall effect the payment stated in 6.1(c) no later than the first day of the academic term in which the course is taught.
- (f) Should a Librarian Member be assigned such release time by the Association, it shall be assigned at an equivalency rate of 3.5 hours / week on average per one-term undergraduate course. The Librarian Member shall negotiate with the Academic Dean / Vice-President the timing of such release time.

### **6.2** Recognition of Service

For the purposes of Merit, Renewal, Tenure, and Promotion, Association work and work for CAUT, and OCUFA, count for service.

### **6.3** Mail

The Association shall have access to the internal and external postal services of the Employer, on a cost recovery basis.

## **Article 7 – Employer Rights**

**7.1** The Employer retains all rights and functions, powers, privileges, and authority in managing the affairs of the University consistent with the terms of the Act of Incorporation for St. Jerome's University (2000), as amended, excepting only those that are relinquished or as may be restricted in this Agreement.

**7.2** The Employer shall exercise such rights and functions, powers, privileges, and authority in a fair, just, and reasonable manner and neither attempt to circumvent the provisions of the Agreement, nor act in a manner inconsistent with the terms and conditions of employment, set out therein.

## **Article 8 – Joint Committee on the Administration of this Agreement**

**8.1** The Parties shall form a Joint Committee consisting of two (2) individuals appointed by the Employer and two (2) individuals appointed by the Association within ninety (90) calendar days of the mutual ratification of this Agreement. The Association and the Employer shall also each appoint one (1) alternate Committee member.

**8.2** Members of the Joint Committee are normally appointed for the term of the Agreement.

**8.3** Only two (2) representatives of the Employer and two (2) representatives of the Association shall be present at any meeting of the Joint Committee.

**8.4** The Joint Committee shall review matters of concern arising from the administration and application of this Agreement, excluding any dispute that is, at that time, being addressed under the grievance and arbitration procedures set out in this Agreement. This Committee shall attempt to foster better communication and more effective working relationships between the Parties and shall attempt to maintain a spirit of cooperation and respect between the Parties.

**8.5** Meetings of the Joint Committee shall be chaired alternately by a representative of the Employer and the Association.

**8.6** The Joint Committee shall meet at least once per academic term. Meetings may be cancelled by mutual agreement of the Employer and the Association, and additional meetings may be held by mutual agreement of the Employer and the Association.

**8.7** The Joint Committee shall have no power to modify the provisions of this Agreement, but may recommend to the Parties changes to the administration and / or application of this Agreement, or changes to the Agreement.

## **Article 9 – Non Discrimination**

**9.1** The Parties recognize a mutual obligation to foster an environment free from discrimination and harassment in keeping with relevant legislation. The Employer shall provide and maintain a safe and supportive study and work environment.

**9.2** The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised with respect to any Member, on any of the grounds enumerated under this Article, in regard to any matter including salaries, rank, appointment, renewal, promotion, tenure, permanency, reappointment, dismissal, sabbatical leave, Member benefits, or any other terms and conditions of employment except as may meet the criteria of a *bona fide* occupational requirement or as otherwise permitted by law.

**9.3** Subject to the defence of a *bona fide* occupational requirement, no discrimination, interference, restriction, or coercion shall be exercised by reason of physical or mental disability (whether perceived or actual, temporary or permanent), race, creed, colour, ancestry, citizenship, ethnic or national origin, political or religious affiliation, belief or practice, sex, sexual orientation, gender identity, marital status, family relationship or responsibility, life style, age, or membership or activity / lack of activity in the Association, clerical or lay status, language or place of residence, or by reason of any association with any person who is a member of the foregoing designated groups. The foregoing shall not relieve a Member of the obligation to conform to the terms of this Agreement or to carry out the duties and responsibilities stipulated herein.

**9.4** The Parties shall not discriminate against, interfere with, restrict, or coerce a Member who refuses to pursue or take part in a grievance.

**9.5** The protection from discrimination includes the protection from retaliation on any of the above identified protected grounds against a Member for his or her having taken action either as a complainant or grievor, or for assisting a complainant or grievor in taking action, or for acting as a witness or advocate on behalf of a Member in a legal or other proceeding to obtain a remedy for a breach of this Article.

#### **Article 10 – No Strikes or Lockouts**

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

#### **Article 11 – Grievance and Arbitration Process**

**11.1** There shall be no discrimination, harassment, or coercion of any kind practised against any person involved in these procedures or against any Member who elects not to pursue a grievance. The Association representatives acting for a grievor shall not be coerced, restrained, or interfered with in the performance of their duties as representatives.

**11.2** The Parties agree to make every reasonable effort to settle all grievances in a prompt, just, and fair manner.

**11.3** The Association shall have carriage of all Association and Member grievances. The Employer shall deal only with the Association with respect to such grievances.

**11.4** On request of either the Association or the Employer, the other Party shall provide access to all documents relevant to the grievance to provide for an open, fair, and expeditious processing of the grievance.

#### **11.5** Definitions

- (a) Grievance: a grievance is a claim, dispute, or complaint involving the interpretation, application, administration, or alleged violation of this Agreement.
- (b) Grievor: the grievor is the Association which initiates a grievance on behalf of a Member, or group of Members or itself.
- (c) Employer-Grievor: the employer-grievor is the Employer who initiates a grievance against a Member, group of Members, or the Association.

#### **11.6** Types of grievance

- (a) An individual grievance is a grievance initiated by the Association on behalf of an individual Member.
- (b) A group grievance is a grievance initiated by the Association on behalf of a group of identified Members.
- (c) A policy grievance is a grievance by the Association that may involve a matter of general policy or of general application of the Agreement.
- (d) An Association grievance is a grievance that directly affects the Association.

- (e) An Employer grievance is a grievance initiated by the Employer against a Member, group of Members, or the Association, that the Employer shall submit and address with the Association with respect to the grievance.

#### **11.7** Time limits

- (a) The Association or the Employer, as the case may be, shall file a grievance according to procedures outlined in Article 11.9 within thirty (30) calendar days after the occurrence of the incident giving rise to the grievance, or thirty (30) calendar days from the date it became aware of the events giving rise to the grievance, whichever is later.
- (b) Where no action is taken on a grievance within the time limits specified in this article, the grievance shall be deemed to have been withdrawn or settled as the case may be.
- (c) In the event a Party fails to reply in writing within the time limits prescribed in this article, the other Party may submit the matter to the next step of Article 11.9 as if a negative reply or denial had been received on the last day for the forwarding of such reply.
- (d) The time limits specified in this article may be extended by mutual agreement of the Parties in writing. The parties shall be reasonable in considering extension requests.

#### **11.8** Technical irregularities

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

#### **11.9** Grievance Procedure

- (a) A grievance shall be in writing, signed by the Association or Employer representative, and shall specify the matter(s) in dispute, the article(s) and legislative provisions, if any, alleged to have been violated, and the remedy sought. It shall be submitted to the Vice-President / Academic Dean or the President of the Association, as the case may.
- (b) No later than ten (10) working days following the receipt of the grievance, the Vice-President / Academic Dean shall meet with the Association representative and any Member affected. The Parties shall make every reasonable attempt to resolve the grievance.
- (c) If the grievance is resolved at this stage, such settlement shall be reduced to writing, and countersigned by the Association representative and the Vice-President / Academic Dean within ten (10) working days of the meeting at which the settlement was reached.
- (d) In the event that the Association representative and the Vice-President / Academic Dean cannot resolve the grievance within ten (10) working days of the meeting(s) specified in 11.9(b), the Vice-President / Academic Dean or President of the Association, as the case may be, shall forward to the other the written reasons for denying the grievance.
- (e) All grievance-related discussions directed at settlement of the matter are privileged and cannot be relied upon at arbitration.

#### **11.10** Arbitration Procedure

- (a) Within fifteen (15) working days of receipt of the response specified in 11.9(d), the Association or Employer, as the case may be, may give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.

- (b) The Parties shall choose an arbitrator from a list agreed to by the Parties. Should the Parties fail to agree on the appointment of an arbitrator within ten (10) working days of receipt of the notice specified in 11.10(a), the arbitrator shall, upon request of either Party, be appointed by the Ontario Minister of Labour as provided for under the *Labour Relations Act*.
- (c) The arbitrator shall have the duty and power to adjudicate all matters in dispute in accordance with the powers conferred by the *Labour Relations Act*, as amended from time to time.
- (d) The arbitrator shall have jurisdiction to award such remedy or remedies as conferred by the relevant provisions of the *Labour Relations Act*, as amended from time to time.
- (e) In disciplinary matters, the arbitrator may confirm, amend, or set aside the decision of the Employer and, if such is the case, substitute the decision the arbitrator deems fair and reasonable.
- (f) The arbitrator shall have the power to make an interim order requiring the Employer to provide relief in accordance with the powers conferred by the *Labour Relations Act*, as amended from time to time.
- (g) The arbitrator shall not have the power to alter, add to, modify, or amend the Collective Agreement in any respect whatsoever, nor render an award inconsistent therewith.
- (h) The parties to the arbitration shall share equally the arbitrator's fees and expenses, except that, in the case of a grievance against dismissal for cause or an Employer's grievance, these costs shall be paid entirely by the Employer. Where the Employer grievance is upheld by the arbitrator, the Association shall reimburse the Employer for one half of the foregoing fees and expenses. The costs of presenting a case shall be borne by the respective Parties to the arbitration. The Employer shall provide hearing room on the university campus if such space is available.

**11.11** The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the Parties, shall result in the grievance being deemed withdrawn.

**11.12** Mediation

- (a) Within seven (7) calendar days of the referral of a grievance to arbitration, the Parties may agree to a mediation process. In such circumstances, the Parties will determine a mutually acceptable, qualified, neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. The Employer shall bear the cost of the fees and expenses of the mediator.
- (b) The Parties shall engage in this process on the following basis:
  - i. Each party shall make every reasonable effort to resolve the matter.
  - ii. Any positions taken or information provided by either party during the mediation shall not be admissible should the matter proceed to arbitration.
  - iii. Mediation shall not be used to delay arbitration of a matter.

**Article 12 – Health and Safety**

**12.1** The Employer is responsible under the *Occupational Health and Safety Act* (OHSA) to implement and maintain an environment that protects the health, safety and security of Members as they carry out their responsibilities.

**12.2** Members are entitled to a workplace environment free from harassment and / or violence.

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

### **Article 13 – Intellectual Property**

**13.1** Intellectual Property rights, as defined in University of Waterloo Policy 73 (Intellectual Property Rights), shall at St. Jerome's University be in accordance with such policy, as amended from time to time.

### **Article 14 – Disciplinary Measures**

**14.1** A Member may be disciplined only for just cause and only in accordance with the provisions of this Article. 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.

**14.2** In all matters of discipline, a Member has the right to seek advice from the Association and to be accompanied by an Association representative 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 11.

**14.3** The Employer bears the onus of proving that a disciplinary action was taken for just cause.

**14.4** The only disciplinary measures which may be taken by the Employer against a Member are the following:

- (a) A letter of warning or reprimand. Such letters must be specific and must be clearly identified as disciplinary measures.
- (b) Suspension with pay. Suspension is the act of relieving a Member, without her / his consent, of some or all Employer duties and / or privileges.
- (c) Suspension with partial pay, or without pay, where appropriate.
- (d) Dismissal for cause. For Members with 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 tenure do not constitute dismissal.

**14.5** Just cause for the dismissal of a Member includes, but is not limited to, the persistent and serious neglect of the normal duties of a Member, particularly with respect to teaching, scholarship, and professional librarianship, 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 Vice-President / Academic 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.

**14.6** 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; and violations of ethics in respect to 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 tenured or other appointment with the Employer.

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

**14.8** The Vice-President / Academic Dean shall promptly investigate any concerns or allegations about a Member if the Vice-President / Academic Dean reasonably believes that a situation warranting disciplinary measures may exist. The Vice-President / Academic 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 investigation itself is not a disciplinary measure, and an investigation which has not yet been completed is not a matter for grievance.

**14.9** The Vice-President / Academic 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 Vice-President / Academic 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 Vice-President / Academic Dean must inform each individual to whom concerns and allegations were disclosed that there is no basis for disciplinary action.

**14.10** When the investigation has been completed, and if disciplinary action is being considered, the Vice-President / Academic 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.

**14.11** The Vice-President / Academic Dean shall convene a meeting within twenty-five (25) 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 (7) working days' notice of the time and place of the meeting. The Vice-President / Academic 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 Employer is officially closed, and days during which the Member is absent on pre-scheduled official Employer business shall not be treated as working days.

**14.12** If no satisfactory solution is reached at the meeting referred to in 14.11, within ten (10) working days the Vice-President / Academic Dean shall notify the Member in writing of the disciplinary decision with reasons.

**14.13** The Vice-President / Academic Dean shall make every reasonable effort to notify the Member of the meeting referred to in 14.11. If the Vice-President / Academic 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 Vice-President / Academic Dean may give notice of discipline as in 14.12 above.

**14.14** Where the disciplinary decision in 14.12 is dismissal for cause and where the Member chooses to contest the decision, a formal grievance shall be submitted to the President in accordance with Article 11. The President shall act as a committee of one to decide the matter on behalf of the Board of Governors. The decision of the President may be taken to external arbitration under 11.10.

**14.15** 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) until the time limit for filing a grievance under Article 11 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 14.12, or until the grievance and arbitration procedures set out in Article 11.10 have been completed, whichever is earlier. In the event that the arbitrator finds in favour of the Member, any lost compensation shall be restored.

**14.16** Notwithstanding 14.15, 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 this Agreement. Furthermore, the Employer may terminate salary and benefits if, during the period referred to in 14.15, the Member accepts outside employment in excess of that approved under this Agreement.

**14.17** Where the disciplinary action is dismissal for cause or suspension, at the request of either the Member or the Vice-President / Academic Dean, the President may relieve the Member of her / his duties during the period of full salary and benefits as specified in 14.15. 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.

**14.18** 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.

#### **Article 15 – Non Disciplinary Termination of Appointments**

**15.1** Termination of a Member's employment by the Employer in accordance with this Article shall not be considered a disciplinary measure in accordance with Article 14.

#### **15.2** Definite Term Appointments

Definite Term appointments shall terminate at the date specified within the letter of appointment.

#### **15.3** Probationary Appointments

Where the President implements the recommendation of the Renewal, Tenure and Promotion Committee not to renew or continue a probationary appointment, the decision shall not be subject to the grievance and arbitration procedure unless such recommendation was made in a discriminatory, arbitrary, or bad faith manner. The Member's employment shall terminate upon being provided with the greater of six (6) months notice, or pay in lieu thereof, or that required under the *Employment Standards Act* (2000).

Where a Member is denied tenure or permanent status, the Member's employment shall terminate at the end of the Member's probationary appointment. The Member may challenge the denial of tenure through the grievance and arbitration procedure.

#### **15.4** All Appointments

The Employer may terminate a Member's employment for reasons of financial exigency in accordance with this Agreement.

#### **Article 16 – Privacy**

**16.1** The Parties agree that Members have a right to privacy consistent with the traditions of academic freedom and Article 2 of this Agreement.

**16.2** Members' files and personal communications, including those stored or transferred electronically on University computer systems, are private, subject to the *Freedom of Information and Protection of Privacy Act*. The Employer shall take reasonable precautions to safeguard the privacy of such communications as are stored and / or transferred through the Employer's computer network.

**16.3** The Employer reserves the right to monitor and access user accounts solely to safeguard the integrity of the computer system, or as required by law. Only authorized and appropriately trained personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities.

**16.4** The Employer shall notify all Members in writing of any monitoring conducted for the purpose of security. Audio-video surveillance gathered for security purposes shall be stored on a University computer, shall be monitored and / or accessed only by authorized personnel having a business need. The Employer shall destroy audio-video surveillance within one hundred and twenty (120) days unless further retention is otherwise required by law.

**16.5** Information obtained through surveillance shall not be used in any evaluation of an employee's teaching or research performance, or in any renewal, promotion, or tenure proceeding.

### **Article 17 – Environment of Equal Opportunity and Diversity**

**17.1** The Parties agree to promote equity and diversity in employment. The Parties recognize that all applicants for employment are entitled to equal rights and opportunities without discrimination that contravenes the Ontario *Human Rights Code*.

**17.2** Every Aboriginal person, person with a disability, member of a racial minority, and every woman is entitled to be considered for employment, hired, retained, treated, and promoted free of barriers, including systemic and deliberate practices and policies, which discriminate against them based on such immutable characteristics.

**17.3** The Parties also agree that the Membership, in all ranks and categories, should strive to reflect a fair representation of such persons.

**17.4** The Employer shall strive to ensure that employment policies and practices, including its policies and practices with respect to recruitment, hiring, retention, treatment, and promotion, are free of barriers, both systemic and deliberate, that discriminate against such persons.

**17.5** The Association agrees that it, and its Members, shall also strive to administer their duties and responsibilities in a manner which assists the Employer in discharging its commitment to foster an environment of equal opportunity and diversity.

**17.6** In striving for employment equity, the Parties agree that:

- (a) No candidate shall be recommended for appointment who does not meet the criteria for the applicable appointment; and
- (b) The recommended candidate shall be a member of the group identified in 17.2 above, unless another candidate is demonstrably superior.

**17.7** The Employer shall name individuals to meet with the Association's Equity Committee to develop a policy and plan of action to address the mutual concern for equality of opportunity and diversity. The committee will explore appropriate thresholds and unit configuration for the application of such thresholds in triggering the requirement for preferential selection of candidates who are substantially equal.

## **Article 18 – Search Procedure for Academic Appointments**

### **18.1**

- (a) The responsibility of initiating an academic appointment is that of the President and the Vice-President / Academic Dean in consultation with the Academic Committee. When approval is granted, the Chair of the relevant academic department will be invited to initiate the recruitment process.
- (b) The Chair of the Department may raise the need for academic appointments, whether required on an incremental or a replacement basis, with the Vice-President / Academic Dean who shall engage in consultations with such Chair.
- (c) The process of developing recommendations on the appointment of academic staff is a peer-review process. The Employer recognizes that input from Members of the same discipline as that of the contemplated appointment is important. The guiding objective is to attract and appoint the most highly qualified candidates. In its deliberations, the Search Committee shall consider various factors including:
  - i. Academic credentials;
  - ii. Program fit with the relevant academic unit;
  - iii. Evidence of positive teaching performance;
  - iv. Record or clear potential of a strong research record;
  - v. Support for the Mission of the University;
  - vi. Principles of gender and employment equity; and
  - vii. Suitability for appointment at the University.

### **18.2** Procedures

- (a) Except in the case of Definite Term Appointments identified in (b) below, the Chair of the relevant academic department shall convene a meeting of the Search Committee and serve as the Chair of the Committee.
- (b) In the case of Definite Term Appointments of twenty-four (24) months or less, the Chair of the relevant Department shall seek the opinion of the Academic Committee as to the appropriateness of an open search. The Vice-President / Academic Dean shall take into consideration the opinion of the Academic Committee and the Department Chair in determining whether to proceed with an open search (in which case the procedure outlined below shall apply) or make an appointment based on the Department Chair's recommendation of a candidate.
- (c) The Department, through the Department Chair, shall provide the Vice-President / Academic Dean with recommendations on the content of the advertisement. After consultation with the Vice-President / Academic Dean, the Department Chair shall present a draft advertisement to the Academic Committee for approval. The position shall be advertised at least in, but not limited to, University Affairs and the CAUT Bulletin.
- (d) The Department Chair of the relevant Department shall convene a Search Committee as set out in Article 18.3.

- (e) The Search Committee shall review applications and recommend to the Vice-President / Academic Dean a short-list of qualified candidates. The shortlist shall consist of at least two (2) applicants.
- (f) The Search Committee shall conduct interviews of the short-listed candidates. The University community as well as faculty Members from the University of Waterloo shall have the opportunity to meet the candidates and provide confidential feedback to the Search Committee. The Search Committee shall also seek the confidential written opinion of the Chair of the corresponding UW department, where such department exists. The Chair of the Search Committee shall provide the Chair of the corresponding department a copy of the full application dossier of all short-listed candidates.
- (g) The Vice-President / Academic Dean and the President shall have an opportunity to review the Search Committee file for short-listed candidates and may interview such candidates thereafter.
- (h) The Search Committee shall make a detailed written report and recommendation, which includes a proposal for a starting rank and credited years of equivalent service, as well as tenure if appropriate, through its Chair, to the Vice-President / Academic Dean who shall provide such report, along with his / her written recommendation on the appointment, to the President. The President shall meet to discuss the recommendations with the Vice-President / Academic Dean and Chair of the Search Committee.
- (i) If the Search Committee determines that any of the short listed candidates may be offered tenure pursuant to an appointment, the applicable dossiers shall be forwarded to the RTPC for a determination as to tenure eligibility. The RTPC shall render and report its decision on the matter to the Search Committee prior to the Committee finalizing its recommendation in accordance with (h) above.
- (j) The President shall make the decision on acceptance or rejection, in whole or in part, of the Search Committee's recommendation. The President shall not grant tenure to a candidate whom the RTPC has reasonably determined ought not be eligible. The President's decision shall be communicated to the Chair of the relevant Department.
- (k) Where the consensus of the Search Committee is that no candidate is appropriate, or the President declines the Search Committee recommendation, the request for an appointment shall be addressed in a manner consistent with the University's immediate academic needs as determined by the Vice-President / Academic Dean, after engaging in consultation with the Chair of the relevant Department.
- (l) The letter of appointment shall designate the terms and conditions of that appointment, including salary, and the Member's Department. The letter of appointment shall stipulate that the appointment is subject to this Agreement and shall include the Member's rank and any credited years of equivalent service. A copy of the letter of appointment shall be placed in the Member's Confidential Personnel File and forwarded to the Association.

### **18.3 Search Committee**

- (a) The Search Committee shall consist of five (5) persons. The committee shall consist of:
  - i. the Department Chair, who shall chair the committee;
  - ii. two (2) department members, selected by the Department, in a tenured or tenure-track position. In cases where a Department does not have two (2) eligible members, additional Members shall be selected through the agreement of the departmental members and the Vice-President / Academic Dean;

- iii. a member of another department, preferably with tenure, appointed by the Vice-President / Academic Dean after consultation with the Chair of the Committee; and should include
  - iv. a representative of the corresponding UW department or program, where one exists, who accepts the invitation from the Chair of the Search Committee. In the event the Chair of the Search Committee has made reasonable effort, and no UW member exists or is willing to serve, then a third Department member, selected by the Department, in a tenured or tenure-track position, shall be appointed instead, where such a Department member exists and is willing to serve
  - v. In cases where the above stipulations fail to produce five (5) members of the Search Committee, the Joint Committee shall appoint a fifth member from among the faculty.
- (b) In serving on a Search Committee, Members are expected to attend all interviews, teaching presentations, research discussions, and Search Committee deliberations to ensure consistency and fairness in the search process
  - (c) The Chair of the Committee shall advise the Vice-President / Academic Dean in writing as to the membership of the Search Committee.
  - (d) Search Committee deliberations and processes shall be administered in a confidential manner consistent with applicable privacy, human rights and employment equity legislation.

#### **18.4 Interdisciplinary Programs / Library**

- (a) Where the search involves an academic staff position for an Interdisciplinary Program or for the Library, the foregoing process shall be applied substituting the Director or Librarian, as the case may be, where possible, in lieu of the Department Chair.
- (b) The Search Committee membership shall be determined by the Chair of the Search Committee in consultation with the Vice-President / Academic Dean. Normally members of the Search Committee shall be selected from those teaching in the Interdisciplinary Program, or serving on the Library Committee, as the case may be.

### **Article 19 – Ranks and Categories of Appointment**

#### **19.1 Ranks of Appointments**

All Members shall be appointed with academic rank. The ranks of Appointments governed by this Agreement are:

- i. Professor
- ii. Associate Professor
- iii. Assistant Professor
- iv. Lecturer I
- v. Lecturer II
- vi. Librarian

## **19.2** Categories of Appointment

The four (4) categories for appointments governed by this Agreement shall be as follows:

### (a) Definite Term Appointments

(i) Definite Term appointments are entered into for a definite period of time from twelve (12) months to thirty-six (36) months.

Prospective Assistant Professors close to completing their PhD may be appointed at the rank of Lecturer II for a definite term and their workload shall be consistent with that of Assistant Professors.

(ii) Definite Term appointments will normally be made at the rank of Lecturer I, II, or Assistant Professor.

(iii) Where a Member has been appointed on Definite Terms for more than three (3) consecutive full academic years, the Department in which this has occurred, or, in the case of the library, the library, shall consider its personnel needs, and the Department Chair or Librarian shall make a recommendation regarding its personnel needs to the Vice-President / Academic Dean who shall consult with the Academic Committee regarding such recommendation.

### (b) Tenure-Track Appointments

Tenure Track appointments consist of two phases of probationary assessment during which time the Member must demonstrate the required qualifications and performance for obtaining a Tenured Appointment. A first probationary appointment shall normally have a duration of three (3) years and is normally followed by a second probationary appointment of the same duration. Tenure-track appointments shall not be made at the rank of Lecturer.

### (c) Tenured Appointments

Tenured Appointments reflect the permanency of the appointment and are conferred either as a result of the tenure process established under this Agreement or pursuant to the hiring process. In the latter instance, tenure may be granted in accordance with clause 18.2 of the Collective Agreement. Tenured appointments shall not be made at the rank of Lecturer.

### (d) Continuing Appointments

Continuing appointments shall only be made at the rank of Lecturer I.

Lecturer I appointments shall not exceed ten percent (10%) of the Academic Staff complement.

Lecturer I Appointments shall be subject to an initial thirty-six (36) month probationary period. At least six (6) months prior to expiry of the Member's probationary period, the Vice-President / Academic Dean shall review the Member's performance in conjunction with the Chair of the applicable Department. The Vice-President / Academic Dean shall present the RTPC with a summary of the Member's performance and solicit the RTPC's recommendation. Senate Council shall develop and approve guidelines to assist the RTPC's deliberations. The Vice-President / Academic Dean shall then present that recommendation to the President as to whether the Member's employment should continue permanently beyond the probationary period.

Members on Lecturer I Appointments are ineligible for tenure or promotion consideration.

## **19.3** Standards for Appointment

### (a) Standards for Promotion to, or Appointment at, the Rank of Professor

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

(b) Standards for Promotion to, or Appointment at, the Rank of Associate Professor

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

(c) Standards for Promotion to, or Appointment at, the Rank of Assistant Professor

The successful candidate must hold a recognized PhD or equivalent.

(d) Standards for Appointment to the Rank of Lecturer

The candidate shall hold at least a recognized Master's degree or equivalent.

(e) Standards for Promotion to, or Appointment at, the Rank of Librarian

The candidate must hold a recognized Master of Library Science or equivalent

**Article 20 – Renewal, Tenure, and Promotions Committee (RTPC)**

**20.1** Mandate

- (a) The Renewal, Tenure, and Promotions Committee (RTPC) is responsible for evaluating the performance of Members on matters assigned to it by this Agreement, in particular renewal of tenure-track appointments, and applications for tenure and promotion.
- (b) At the request of the Vice-President / Academic Dean, the RTPC may provide advice on any other matter consistent with its mandate under the terms of this Agreement, including maintenance of standards for teaching / academic librarianship, scholarship, and service.

**20.2** Membership

- (a) The RTPC is composed of the following membership:
  - i. Vice-President / Academic Dean (Chair) who is ineligible to vote except to break a tie;
  - ii. Three (3) tenured Members of the faculty elected by the full-time academic staff of the SJUSC; and
  - iii. A non-voting member from the corresponding UW department, or, where none exists, from a relevant discipline, appointed by the Dean of the applicable UW faculty.
- (b) All members of the RTPC must be present for votes, except in cases of conflict of interest, including as identified below.

**20.3** Rules and Procedures

- (a) The Chair of RTPC shall maintain a record of attendance, appearances, and recommendations as well as a Case File in accordance with Article 38.



- (b) Any material submitted anonymously or not specifically naming the Applicant shall not be considered by the RTPC in its deliberations.
- (c) The deliberations of the RTPC shall be strictly confidential, except as otherwise permitted under this Agreement or required by law.
- (d) Prior to finalizing its recommendation, the RTPC shall interview the Applicant regarding any matters of substantial concern.
- (e) All recommendations on applications shall be in written form and include the reasons on which such recommendations were based.
- (f) Elected members of the RTPC shall sit for a maximum of two (2) consecutive three (3) year terms with an election being held to replace one position on an annual basis.

**20.4** Conflict of interest

- (a) The RTPC shall develop and promulgate conflict of interest guidelines.
- (b) Applicants and members of the RTPC are responsible for claiming or declaring a conflict of interest, should one exist.
- (c) Should an Applicant wish to assert that a conflict of interest exists, the Applicant must provide the Vice-President / Academic Dean with written reasons in support of such claim prior to submitting the application. The Applicant will not be allowed to assert such a claim once the RTPC has received the application unless relating to a post-application change in the composition of the RTPC.
- (d) An Applicant who is a member of the RTPC shall not participate as a member of the RTPC where his / her application is being considered. The RTPC shall be composed of the remaining three (3) members during such individual's review.

**Article 21 – Procedures for Tenure and Promotion**

**21.1** Guidelines

- (a) The granting of tenure to a tenure-track Assistant Professor carries with it appointment at the rank of Associate Professor.
- (b) When a Member applies for simultaneous tenure and promotion, he / she shall submit a single case file.
- (c) A denial of an early application for tenure, that is, an application made prior to the third year of a renewed tenure-track appointment, is not, in itself, a termination of appointment.
- (d) A Member may not be considered for tenure more than twice.
- (e) Members may challenge the denial of tenure or promotion pursuant to the grievance and arbitration articles of this Agreement.
- (f) Recommendations and decisions on promotion and tenure shall be of the following types:
  - i. Promotion: that promotion be granted or denied;
  - ii. Tenure: that tenure be granted, denied, or deferred.
  - iii.

## **21.2** Timelines

- (a) A Member on a tenure track appointment may be considered for tenure at any time after having completed three (3) years of full-time university faculty service in the rank of Assistant Professor or in an academic librarian rank. That notwithstanding, consideration normally occurs in the penultimate year of a second probationary appointment, that is, during the fifth full year of full-time employment at the University in the rank of Assistant Professor or Librarian.
- (b) Assistant Professors or Librarians in their second probationary contracts, who have grounds allowable under law or this Agreement (e.g., a leave), may submit a request for a contract extension to the Vice-President / Academic Dean. Where the contract extension results in a deferral of tenure, the Vice-President / Academic Dean shall consult with the RTPC regarding such request. The Vice-President / Academic Dean shall consider the RTPC's recommendation and either approve or deny the extension. Requests for extensions shall not be unreasonably denied. Such extensions shall be limited to one year.
- (c) A Member may apply for promotion from Associate to Full Professor with at least ten (10) years full-time university faculty membership, or at least four (4) years in the rank of Associate Professor.
- (d) Members shall notify the Vice-President / Academic Dean, in writing, of their intention to apply for tenure or promotion on or before 1 June. The Vice-President / Academic Dean shall meet with the candidate at the earliest mutual opportunity.
- (e) Members shall submit their Case File in electronic form, together with a list of at least three (3) external assessors, to the Vice-President / Academic Dean on or before 3 July of the year in which the review is to take place.
- (f) Within ten (10) working days of submission of the Case File, the Vice-President / Academic Dean, the Member, and a member of the RTPC shall meet and review the case file to ensure that the Member has included all pertinent material. In the event that the file is incomplete, the Member shall have ten (10) working days to submit the missing material, after which time the Case File shall be considered closed.
- (g) The RTPC shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based to the President, with a copy at the same time to the Member, on or before 15 February. Where the RTPC cannot reach a unanimous recommendation, the Chair will also submit a written report to the President summarizing the divergent opinions.
- (h) The President shall present the RTPC's recommendation to the Employer for a decision on the Member's application no later than 15 March, or the next scheduled meeting of the Board thereafter, of the academic year in which the review occurs. The Employer shall not unreasonably reject the RTPC's recommendation. The President shall inform the Member of the decision, in writing, within seven (7) calendar days.
- (i) Where tenure and / or promotion is granted, the effective date shall be 1 July.

## **21.3** External Assessors

- (a) When making a recommendation for tenure and / or promotion, the RTPC shall obtain assessments from three (3) external assessors, expert in the area(s) of the Member's scholarly activity. The RTPC shall choose assessors with due regard to the area(s) of scholarly activity / professional librarianship.
- (b) The RTPC shall select three (3) assessors from a list composed of at least three (3) names submitted by the Member, and at least three (3) names determined by the RTPC. The RTPC shall

present the Member with its list of names. The Member may challenge, in writing to the committee, potential assessors for bias, apprehension of bias, conflict of interest, or unsuitability. If the Member and the RTPC cannot agree on a common pool of possible assessors, the RTPC shall select two (2) names from its list and (2) two names from the Member's list. In this case alone, the RTPC shall consult four (4) assessors rather than three (3). The RTPC's consideration and decision regarding external assessors shall be completed on or before 15 August.

- (c) The Chair of the RTPC shall instruct external assessors to examine the scholarship of the Member. Outside assessors will reasonably consider the weight and nature of the candidate's teaching / Professional Librarianship, service, and scholarship as in any North American university comparable to St. Jerome's University in the demands it makes on Members.
- (d) The Member shall receive a list of the materials to be sent to the assessors. Within five (5) business days of receiving such list, the Member may request that the RTPC include additional materials already present in the Case File.
- (e) In order for an external assessor's submission to be eligible for consideration, it must be submitted to the Vice-President / Academic Dean on or before 15 November.
- (f) Following communication of the RTPC's recommendation, the Member may request to review the external assessors' comments after all identifying marks have been removed.

#### **21.4** Self-Assessment and C.V.

The candidate must supply a written self-assessment indicating his or her performance in teaching / professional librarianship, scholarship, and service.

The candidate must also submit an up-to-date academic *curriculum vitae*.

#### **21.5** Sources of Information:

In applying for tenure and / or promotion, Members shall prepare a Case File to demonstrate achievements in accordance with three (3) criteria: Teaching (Criterion 1A) / Professional Librarianship (Criterion 1B), Scholarship (Criterion 2), and Service (Criterion 3).

Materials submitted as evidence in 21.5 (a) through 21.6, as well as the correspondence referred to in 22.1, shall be evaluated by the RTPC and external assessors.

##### **(a) Criterion 1 – Teaching & Professional Librarianship**

##### **Criterion 1A: Teaching**

To demonstrate performance in teaching, the candidate must supply a teaching portfolio which may include:

- i. A teaching philosophy statement, that is, explanatory material about aims and methods of teaching written and submitted by the candidate;
- ii. Course descriptions, syllabi, bibliographies, or other material distributed in courses;
- iii. Material descriptive of courses submitted to other bodies (e.g., departmental or University curriculum committees);
- iv. Letters of reference from colleagues;

- v. Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures. Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;
- vi. Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops, or conferences on teaching.

Criterion 1B: Professional Librarianship

To demonstrate performance in professional librarianship, the candidate must supply a librarianship dossier which may include:

- i. A philosophy of librarianship statement, that is, explanatory material about aims and methods of professional librarianship written and submitted by the candidate;
- ii. Letters of reference from colleagues;
- iii. Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures. Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;
- iv. Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops or conferences on librarianship or teaching.

(b) Criterion 2: Scholarship

To demonstrate performance in professional scholarship, the candidate must supply an explanatory cover letter and may supply other supporting documentation including:

- i. References and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, and other materials selected by the candidate; "Publications" include work formally accepted for publication by reputable journals or publishers, as well as book chapters in the candidate's discipline, in interdisciplinary journals, or in journals devoted to the scholarship of teaching and learning, as well as creative works and works published outside the candidate's discipline.  
  
In the case of librarians, "publications" may also include, but are not limited to, the organization and synthesis of existing knowledge, published or edited articles, bibliographies, books, book chapters, entries, reviews, and / or internet resources.
- ii. Citation by others in the field;
- iii. Evidence of reception of grants, fellowships, or awards;
- iv. Evidence of participation in funded research;
- v. Substantial creative works relevant to the discipline or scholarly field which have been made public; and
- vi. Documentary evidence of exemplary practice in professional fields, which may include written research, and policy or practice monographs;
- vii. Evidence of teaching in library and information science, or related fields;

- viii. Evidence of service as a reviewer, referee, contributor, or editor for a professional or scholarly publication.

(c) Criterion 3: Service

To demonstrate performance in service, the candidate must supply an explanatory cover letter and may supply other supporting documentation including:

- i. Evidence of active participation in the life of the University and / or the University of Waterloo, professionally related service in the community, and / or professional and / or scholarly organizations;
- ii. Letters from colleagues, committee chairs, and / or supervisors;
- iii. Annual and / or ad hoc reports; and
- iv. News reports

**21.6** RTPC Solicited Sources of Information

In reviewing the Member's application, the RTPC shall solicit only the following sources of confidential information:

- (a) Written input from the Department Chair or the Associate Chair for Undergraduate Studies of the corresponding University of Waterloo department, if such a department exists, or, in the case of the librarian candidate, written input from the University of Waterloo Chief Librarian regarding the candidate's performance in the Tri-University library system;
- (b) A written evaluation of the candidate's teaching, service, and where possible, scholarship by his or her departmental chair or program director, or, in the case of the librarian, a written evaluation by the Library Committee;
- (c) Faculty members applying for the rank of Associate Professor must be observed for at least fifty (50) minutes in at least two (2) of the Member's teaching sessions. Each observation shall be made by at least two Members of the RTPC, excluding the Vice-President / Academic Dean;
- (d) Responses from the external assessors sought by the RTPC;
- (e) Feedback from students, gathered by members of the RTPC through interviews. Eligible students are those previously enrolled in a Member's course, or who have utilized the librarian candidate's services; the RTPC shall randomly and anonymously select three (3) to five (5) students who received a mark of seventy (70) or greater in one or more of the Member's classes to interview.

**Article 22 – Renewal Process – Probationary Tenure Track Appointment**

**22.1**

- (a) The Department Chair shall meet the Member at least once per academic year in order to review the Member's progress in meeting the departmental and University standards for tenure as established by the SJUSC. Subsequent to each meeting the Chair shall meet with the Vice-President / Academic Dean to discuss each Member with probationary status. The Vice-President / Academic Dean will then prepare a letter outlining the Chair's assessment and assessing the Member's performance. The letter shall be sent to the Member, no later than 15 June of the first and second years of the first probationary appointment and in each year of a second probationary appointment, until the Member applies for tenure.

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

**22.2** The Member's application for the renewal of a first probationary appointment must be made no later than 1 September of the final year of the first probationary term. The letter of application must be addressed to the Vice-President / Academic Dean and shall include a Renewal Case File demonstrating acceptable performance in progressing towards meeting the standards for tenure and promotion. The Renewal Case File shall consist of a letter outlining accomplishments in teaching, service, and research, as well as providing an indication of promise in those areas, and a current *curriculum vitae*.

**22.3** The Member shall be observed for at least fifty (50) minutes in at least two (2) of the Member's teaching sessions. Each observation shall be made by at least two (2) Members of the RTPC, excluding the Vice-President / Academic Dean;

**22.4** The Chair of the RTPC shall, on or before 1 December of the applicable fall term, communicate its written recommendation to the President regarding renewal of the appointment. The Chair of the RTPC shall also send a copy of the recommendation to the Member and the relevant Department Chair.

**22.5** The President shall inform the Member of his or her decision within two (2) weeks of receipt of the recommendation and no later than 15 December of the third year of the Member's probationary appointment.

### **Article 23 – Bargaining Status of Administrators**

**23.1** Administrators are eligible for appointment to academic positions provided they meet the standards for academic appointments established pursuant to this Agreement.

#### **23.2**

- (a) A Member appointed to a position excluded by this Agreement shall, upon cessation of the contract, regardless of reason, retain their academic position and enter the Bargaining Unit. Any termination of the Member's academic appointment shall be in accordance with the terms of this Agreement.
- (b) The salary and benefits of an administrator entering or re-entering the Bargaining Unit shall be governed solely in accordance with the terms of this Agreement.
- (c) The Member's length of service for the purpose of this Agreement shall continue to accrue for the duration of such appointment for all relevant purposes, except Sabbatical.

**23.3** When the Employer appoints a Member to an administrative position excluded from the Bargaining Unit defined under this Agreement, the Vice-President / Academic Dean shall consult with the affected Department or Interdisciplinary Program. The Employer shall then increase that Department's operating budget to allow for an appropriate number of Sessional Stipends equal to the number of courses normally taught by the administrator prior to being excluded from the Bargaining Unit or hire a full-time replacement for the duration of the administrative appointment.

**23.4** The Employer shall appoint administrators with rank, and award tenure and / or promotion, only in accordance with the criteria established in this Agreement upon recommendation of the RTPC acting reasonably.

## **Article 24 – Legal Liability and Travel Insurance**

**24.1** The Employer shall maintain liability insurance applicable to civil claims against Members acting within the scope of their employment. Coverage is subject to the terms and conditions set out in the policy in effect at the time claim is made. The policy and carrier are subject to change provided at least the following coverage is maintained:

- (a) A minimum of \$10,000,000 dollars in respect of eligible damages claims against the Member including those relating to negligence, property loss, personal injury, defamation, and slander; and
- (b) All reasonable and necessary legal costs personally incurred by the Member to a maximum of \$100,000 per individual claim, subject to an annual aggregate Employer total of \$500,000 *per annum*.

**24.2** The Employer shall provide the Association with a copy of the insurance policy, and any amendments to such policy, including notification of any change in carrier.

**24.3** The Employer shall maintain Member eligibility for the University of Waterloo's Travel and Accident Insurance, Waterloo Policy 31.

## **Article 25 – Workload of Members**

**25.1** Academic Staff holding the rank of Lecturer II, Lecturer I, Assistant Professor, Associate Professor, and Professor:

(1) The normal full-time workload of academic staff members and holding the rank of Lecturer II, Assistant Professor, Associate Professor, and Professor shall include research, service, and teaching. Specifically, such Members shall be entitled and expected to:

(a) teach and adhere to teaching policies governing:

- (i) the preparation of, and adherence to, academic course syllabi;
- (ii) the grading of student assignments;
- (iii) the posting of reasonable office hours and the availability to meet with students;
- (iv) the submission of grades as required by departmental / program practice;

(b) engage in research and other professional activities of a scholarly nature; and,

(c) accept a fair and reasonable share of administrative responsibilities through participation in departmental, program, and University committees, University of Waterloo committees, professionally related service in the community, and / or professional and / or scholarly organizations.

(2) For Members at the Lecturer I rank occupying a Continuing appointment the emphasis shall primarily be in teaching and service as defined above.

(3) No Member can be assigned specific research, creative, scholarly, or external professional activities.

### **25.2** Assignment of Teaching

Each Department Chair shall ordinarily assign those courses within the Department in which its academic staff teach. In so doing, the Department Chair is responsible for ensuring that there is an equitable distribution of teaching workload among Members of the Department, including undergraduate courses,

graduate courses where possible, small seminars, thesis supervisions, reading courses, and student-teacher ratio. There shall be appropriate prior consultation with Members, and with the Chair or delegate of the corresponding University of Waterloo department or program, where applicable, on the assignment of teaching duties.

### **25.3.1** Teaching Load

Members appointed as Lecturer I appointed to Arts shall normally teach eight (8) one-term courses over a three-term academic year, whereas those appointed to Math shall normally teach seven (7) one-term courses over a three-term academic year. Such teaching load shall include no more than six (6) different courses.

All other Members appointed to Arts shall normally teach two (2) courses in one term and three (3) courses in another term of a three-term academic year. Any redistribution of a Member's normal 2-3 teaching load must be made with the Member's permission.

All other Members appointed to Math shall normally teach two (2) courses in one term and two (2) courses in another term of a three-term academic year. Any redistribution of a Member's normal 2-2 teaching load must be made with the Member's permission.

Members appointed as Lecturer I are normally assigned teaching in all three terms, but shall have a Teaching Relief Term: at least one (1) term in six (6) without teaching. Assignment of duties must take into account the distinctive feature of university teaching (i.e., that instruction is provided by scholars who are expected to remain current in their field and maintain their scholarly competence).

### **25.3.2** Overload Teaching

- (a) No Member shall be required to teach on Overload.
- (b) In planning course offerings, Department Chairs shall attempt to minimize the need for sessional lecturers or courses taught on Overload by Members. Chairs shall consult with the Vice-President / Academic Dean to determine the financial viability of offering courses through sessional lecturers or Overload.
- (c) The Chair shall notify Department Members of the availability of any sessional course. Members shall normally be given preference in teaching such courses on Overload, provided the Member has a full-time appointment during the term(s) in which the course is scheduled, and provided the course is within the Member's area of expertise.
- (d) Members shall notify the Chair, in writing, within five (5) working days of the Chair's notification, of their desire to teach an Overload course.
- (e) Should a course become available within two (2) weeks of the beginning of the term, or after the term commences, the Vice-President / Academic Dean or his / her designate shall first notify Members of the department of the availability of the course. To exercise the right of first consideration, a Member shall apply to teach the course within one (1) day of the notification being sent, and if the course is within his / her area of expertise, the Department Chair shall recommend to the Dean that the Member be appointed to teach the course.
- (f) If the Vice-President / Academic Dean denies a Member's request to teach a sessional course on overload, then the Vice-President / Academic Dean shall provide a written explanation of reasons.
- (g) Where a Member refuses an Overload offer, the Department Chair shall proceed with the appointment of sessional lecturer or cancel the course.



- (h) A Member on leave or who has requested and received a reduction in the assigned teaching load is ineligible to teach overload courses, except with the permission of the Vice-President / Academic Dean.
- (i) Any Member who teaches an Overload course shall, in consultation with the Vice-President / Academic Dean, receive either a Sessional Stipend or a course release in a future term.
- (j) In any one academic year, a Member's additional teaching on overload stipends shall not exceed the equivalent of two (2) courses.
- (k) The Association shall be provided a copy of any accepted overload assignment offers.

#### **25.4** Reduced Teaching for Research Grants and Professional Administration

- (a) A Member who receives an external research grant in excess of \$15,000 expendable in any one year may apply in writing to the Department Chair for a reduction in teaching work load normally not exceeding one grant course release per year. A Member who receives a multi-year external research grant averaging between \$7,500 and \$15,000 expendable in each year may apply for one grant course release over such multi-year period. The Department Chair shall consider the request and make a written recommendation to the Academic Committee. The Vice-President / Academic Dean may, upon consultation with the Academic Committee, grant or deny the request.
- (b) A Member who devotes substantial time and effort toward external professional administration or leadership in a national or international academic society may request a reduction in teaching load. The Department Chair shall consider the request and make a written recommendation to the Academic Committee. The Vice-President / Academic Dean may, upon consultation with the Academic Committee, grant or deny the request.
- (c) The Association shall be provided with a copy of any approved arrangements.

#### **25.5** Reduced Teaching for Exceptional Administrative Service on Behalf of the University

Members who hold offices that require exceptional administrative service on behalf of the University may request in writing one (1) course reduction per office per academic year, or one Sessional Stipend per office. The Vice-President / Academic Dean may, upon consultation with the Academic Committee, grant or deny the request. Academic Committee shall review such course releases annually.

#### **25.6** New Members

Newly hired tenured and tenure-track Members shall, in their first year have one course release from the full-time teaching load. The Employer shall provide each new Member with a start-up Research Grant of three thousand dollars (\$3,000) to be utilized within twenty-four (24) months of the date of appointment.

#### **25.7** Non-Teaching Term

- (a) Definite Term, Tenured and tenure-track Members shall have at least one non-teaching term in each three-term academic year. This non-teaching term shall be the Spring term, unless the Member agrees otherwise.
- (b) Continuing Lecturers shall be provided with a Teaching Relief Term as set out in 25.3.1 (Teaching Load). The Teaching Relief Term shall allow the Member an opportunity to review and revise courses, improve pedagogy, keep current in their field, or research the scholarship of teaching and learning. The Teaching Relief Term shall be scheduled by mutual agreement between the Member and the Vice-President / Academic Dean.

### **25.8.1** Distance Education and Online Learning

- (a) Members may submit requests to prepare, re-prepare, and deliver online courses to their Department Chairs. Department Chairs may also invite Members to submit such requests. The Chair will consider the request, and consult with the Vice-President / Academic Dean who may or may not approve the request.
- (b) Members who develop a new online course shall receive one (1) course release in the term in which the Member is developing the course. Members shall receive one (1) additional course release upon completion of the development of the course. Members may apply that course release in a future term in consultation with the Department Chair.
- (c) A Member may update online courses in accordance with the University of Waterloo Centre for Extended Learning guidelines. Members who update an online course shall receive one (1) course reduction in the term in which the update occurs.
- (d) No Member shall be compelled to prepare, re-prepare, or deliver an online course.

### **25.8.2** Remuneration for Online Teaching:

- (a) An online course shall count toward a Member's regular teaching workload, provided enrolment in that course exceed forty (40) students.
- (b) If enrolment exceed sixty (60) students on the first day of the second week of classes the Employer shall provide the Member grading assistance for the course.
- (c) A Member may elect to teach an online course on Overload with the approval of the Department Chair.

### **25.8.3** Overload Online Teaching Compensation:

- (a) If enrolment on the first day of the second week of classes is forty (40) or more, the Member shall receive a Sessional Stipend, or a course release in a future term.
- (b) If enrolment on the first day of the second week of classes is less than forty (40) students, the Member's compensation shall be adjusted to the following:
  - i. Where the enrolment is less than twenty (20) students, the Member shall receive one half the Sessional Stipend; or
  - ii. Where the enrolment is between twenty (20) and thirty-nine (39) students, the Member shall receive two-thirds the Sessional Stipend.

### **25.9.1** Workload of Librarian Members

The normal full-time workload of librarian Members shall include:

- (a) The professional practice of academic librarianship, including management of library operations, the supervision of library staff and, when appropriate, teaching;
- (b) Scholarship and creative activities required to sustain the Member's teaching, research, and professional librarianship activities;
- (c) Active service participation in the life of the University and / or the University of Waterloo, professionally related service in the community, and / or professional and / or scholarly organizations.

No Librarian Member can be assigned specific research, creative, scholarly, or external professional activities.

### **25.9.2** Librarian Research and Service Time

Librarian Members shall have the right to devote up to 25% (approximately 55 working days per academic year) of normal workload to the pursuit of research, study, educational, and other scholarly activities, unless otherwise agreed to in writing by the Vice-President / Academic Dean and the librarian Member. The Employer agrees that Librarian workload shall allow for regular and sufficient uninterrupted time for the pursuit of research, study, educational, and other scholarly activities.

Librarian Members shall schedule research and service taking into account the operational needs of the Library.

The Librarian Members shall notify the Vice-President / Academic Dean of their anticipated schedules at the beginning of each term.

The Library Committee shall consist of the Vice-President / Academic Dean (Chair), two tenured or tenure-track Members elected by the SJUSC, and the most senior Librarian Member. The Chair of the Library Committee may invite the University Librarian from the University of Waterloo, and other administrative resource personnel, to participate in a non-voting manner where appropriate.

### **25.9.3** Assignment of Librarianship Duties and the Library Committee

The specific duties and responsibilities of professional librarianship shall be assigned by the Vice-President / Academic Dean over all three terms in consultation with the Library Committee

### **25.10** Reduced Workload for Members

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

- (a) A Member may submit a request to the Vice-President / Academic Dean seeking a reduced workload for a defined period, not to exceed twenty-four (24) months unless otherwise agreed between the Member, the Employer, and the Association.
- (b) The Employer shall endeavour to facilitate such requests. The reduced workload shall not exceed a fifty percent (50%) reduction in the applicable workload defined in Article 25. In no case shall any reduction result in the Member teaching less than three (3) half courses in an academic year.
- (c) Any approved workload reduction arrangements shall continue for the term agreed to and are not terminable until the expiration such arrangement, cessation of employment, and / or upon mutual consent.
- (d) The denial of a request for workload reduction shall not be subject to the grievance and arbitration procedure under this Agreement except on the basis that the Employer's decision was made in a discriminatory, arbitrary, or bad faith manner.
- (e) A Member working a reduced workload at pro-rated pay shall:
  - i. Be entitled to the following portion of the University of Waterloo Policy 59, as amended from time to time:

*"During a temporary reduced workload arrangement, benefits other than pension, sick leave and long term disability (LTD) are the same as for full-time appointment. Pensions may be based on nominal salary subject to limits established by the Canada Customs and Revenue Agency. The LTD premium is based on the nominal salary; the LTD benefit is based on the*

*actual salary until the end of the approved temporary reduced workload arrangement, and then on nominal salary.”*

- ii. Be entitled to choose a percentage reduction in workload and his or her salary shall be pro-rated according to the percentage of reduction;
- iii. Continue as a Member of the Bargaining Unit;
- iv. Earn credit toward sabbatical leave, tenure, and promotion on a pro-rated basis;
- v. Receive, on a pro-rated basis, such additions to his / her nominal salary as shall be implemented, as a result of collective bargaining, from time to time during the period of reduced workload and shall be eligible to have career development increments added to the nominal salary, also on a pro-rated basis; and
- vi. Continue to have access to appropriate University services and facilities.

#### **25.11** Annual Activity Report

Each Academic Staff Member shall submit to the Vice-President / Academic Dean an Annual Activity Report by 1 May of each year. The Annual Activity Report shall document activities for the period from the previous 1 May to 30 April. The Annual Activity Report shall include activities relating to teaching / professional librarianship, scholarship, and service. Members shall also submit an updated *curriculum vitae* with the Annual Activity Report.

#### **25.12.** Secondment

- (a) Where Members are seconded to the University of Waterloo, or other institutions, their rights, benefits, and obligations will continue to be determined in accordance with this Agreement. The Vice-President / Academic Dean shall notify the Association in writing of all such secondments, including the nature of the responsibility, the duration of the secondment, and workload during such secondment.
- (b) No Member may be obliged to accept a secondment to the University of Waterloo or to any other institution.

### **Article 26 – Department Chairs**

#### **26.1**

- (a) Department Chairs shall normally be a tenured Associate or Full Professor. Lecturers are ineligible to serve as Department Chairs.
- (b) Where a department has no tenured members willing or able to serve as Department Chair, then the Vice-President / Academic Dean, in consultation with the department members, shall appoint an Assistant Professor or non-tenured Associate Professor as Acting Chair for a term of one (1) year. If none is willing to serve, then the Vice-President / Academic Dean, in consultation with the department members, shall appoint a tenured member from another department.

#### **26.2**

- (a) Departments of three (3) or more Members holding any professorial rank shall conduct a vote to nominate their Chair and present such recommendation for approval by the Vice-President / Academic Dean.

- (b) For all other Departments, the Chair will be appointed by the Vice-President / Academic Dean after consultation with Department members holding any professorial rank.

**26.3** Department Chairs shall serve a fixed term of three (3) years, with a possibility for appointment to one (1) further consecutive term after another election or consultation by the Vice-President / Academic Dean, as the case may be.

**26.4** In their capacity as full voting members of the Academic Committee, Department Chairs exercise academic leadership for the University. Department Chairs discharge various responsibilities related to their leadership and coordination of departmental activities, including the following:

- (a) To represent the Department's interests within the University;
- (b) To attend the meetings of the Academic Committee, to consult with department members about matters facing Academic Committee, and to report back to department members on the business of Academic Committee;
- (c) To meet with Members of their departments in April of each year to review Merit applications, if any;
- (d) To hold regular department meetings, at least once per term in the Fall and Winter, and submit minutes from such meetings to the Vice-President / Academic Dean;
- (e) To ensure, after consultation with the department members, that proposals requiring approval of the appropriate academic bodies are brought forward ;
- (f) To consult with the department members in preparing an academic plan regarding Teaching Assistant and Research Assistant support, new courses, future hires, curriculum development, and all other departmental and academic matters;
- (g) To present sabbatical requests from department members to the Vice-President / Academic Dean;
- (h) To collaborate with department members to establish the departmental budget and submit such budget to the Vice-President / Academic Dean;
- (i) To advise students and coordinate student advising on academic matters within their departments and to deal with student concerns;
- (j) To chair search committees within their department; and
- (k) To perform those duties assigned to Department Chairs under this Agreement.

**26.5** Chairs and Directors of Interdisciplinary Programs shall receive course releases or Sessional Stipends on the following basis:

- (a) Chairs of Departments with four (4) or more full-time faculty shall receive per academic year: one (1) course release or, upon approval of the Vice-President / Academic Dean, a Sessional Stipend. Such course releases shall normally be taken in the academic year in which they are given.
- (b) Chairs of all other Departments and Directors of Programs shall receive, per three-year term of appointment, one (1) course release and one-half Sessional Stipend. Upon approval of the Vice-President / Academic Dean, the course release may be converted to an equivalent Sessional Stipend. Such course releases shall normally be taken in the second or third year of the appointment, upon approval of the Vice-President / Academic Dean.

- (c) The Employer shall pay stipends on the same bi-monthly schedule as other forms of compensation.
- (d) Pre-tenure Chairs or Directors (See Article 26.1 b) shall receive one course release per term of appointment. Such course releases shall be taken during the term of the appointment.

**26.6** If the Department Chair / Program Director is on a leave of absence or otherwise unable to fulfill the duties of Chair / Director for a period equal to one (1) term or longer, the Department / Program shall consult and make a recommendation to the Vice-President / Academic Dean for the appointment of an Acting Chair / Director. The Acting Chair / Director shall receive compensation on a pro-rata basis.

**26.7** The Vice-President / Academic Dean shall not normally serve as Acting Chair / Director.

**26.8** When a Department Chair / Program Director is on a leave, his or her term shall be extended by an equal length of time.

### **Article 27 – Working Conditions**

**27.1** The Employer shall provide each Member with a furnished, private, single-occupancy office containing office supplies, services, equipment, computer, laser printer, and licensed software as are reasonably necessary for Members to perform their duties and responsibilities.

**27.2** The Employer shall replace the Member's office computer with a new one at least once every five (5) years and provide notice of such replacement at least six (6) months in advance. The Employer will make available to Members the date of their last computer replacement.

**27.3** The Employer shall also provide information technology services to the Member as are reasonably necessary to support Members in performing their duties and responsibilities.

**27.4** The Employer shall maintain the preferred meal rate program and limited beverage service for Members.

**27.5** The Employer shall establish a parking rate for Members at a cost of no more than ninety percent (90%) percent of the monthly rate in effect from time to time and charged by the University of Waterloo.

**27.6** To further assist members with the performance of their individual duties and responsibilities, the Employer shall provide members with:

- (a) Photocopier and library access;
- (b) A secure mailbox;
- (c) Mail services; and
- (d) Administrative assistance equivalent to a combined Bargaining Unit total averaging fifteen (15) hours per week.

### **Article 28 – Sabbaticals**

**28.1** Sabbatical leave is intended to assist Members in scholarly and pedagogical pursuits beneficial to the individual and to the University: advanced study, research, scholarly writing, and the widening of professional contacts.

**28.2** Sabbatical leave may be granted to those Members who at the time of their application hold a tenured or tenure-track appointment. Periods of time when a Member has a leave with / without pay, except as required by the Employment Standards Act, 2000, shall not count toward eligibility for a subsequent sabbatical leave, nor shall a sabbatical leave be taken while a Member is absent due to illness or disability.

**28.3** Sabbatical leaves may be granted for a consecutive period of either six (6) months or twelve (12) months during which period the Employer shall maintain the Member's benefits at their normal level. The Board may only grant a Member one sabbatical leave in the period between 1 July through 30 June unless the Vice-President / Academic Dean approves otherwise in accordance with clause 28.17.

**28.4** Calculating Sabbatical Leave.

A Member will receive one (1) sabbatical credit for each full year of service at the University as a Member of the Bargaining Unit.

**28.5** Full-Year Sabbatical Leave.

- (a) A Full-Year Sabbatical shall mean leave from normal teaching and service duties at the University for two terms (approximately eight [8] months) of the two (2) teaching terms normally required in a twelve (12) month period plus a non-teaching term. In the case of Librarian members, the equivalent leave need not coincide with teaching terms. The Employer will continue salary payments to the Member, subject to the terms outlined below.
- (b) A Member can apply for a Full-Year Sabbatical Leave with the accumulation of a minimum of six (6) sabbatical leave credits. A Member may request:
  - i. With six (6) sabbatical leave credits, a full-year leave at 85% salary, which consumes six (6) credits;
  - ii. With seven (7) sabbatical leave credits, a full-year leave at 90% salary, which consumes seven (7) sabbatical credits;
  - iii. With eight (8) sabbatical leave credits, a full-year leave at 100% salary, which consumes eight (8) sabbatical credits.

**28.6** Half-Year Sabbatical Leave

- (a) A Half-Year Sabbatical shall mean leave from normal teaching and service duties at the University for one (1) term (approximately four [4] months) of the two (2) teaching terms normally required in a twelve (12) month period plus one-half of a non-teaching term. In the case of Librarian members, the equivalent leave need not coincide with teaching terms. The Employer will continue salary payments to the Member, subject to the terms outlined below.
- (b) A Member can apply for a Half-Year Sabbatical leave with the accumulation of three (3) sabbatical credits. A Member may request:
  - i. With three (3) sabbatical leave credits, a half-year sabbatical at 85% salary, which consumes three (3) sabbatical credits.
  - ii. With four (4) sabbatical leave credits, a half-year sabbatical at 100% salary, which consumes four (4) sabbatical credits.
- (c) Consecutive sabbaticals which are Half-Year Sabbaticals shall normally not result in more than five (5) cumulative course releases.

**28.7** Early Sabbatical leave

Members on a first probationary appointment (i.e., tenure track) may apply for a special early sabbatical at full salary rather than at 85% of salary; this sabbatical is normally completed in the fourth year of a probationary appointment.

### **28.8** Unused Sabbatical Credits

Unused sabbatical credits shall continue to accumulate throughout a Member's career; however, they shall not be translated into salary equivalents.

### **28.9** Sabbatical Credits for Reduced Load Appointments

Sabbatical credits for a Member on a Reduced Load shall be pro-rated in accordance with Article 25.

### **28.10** Sabbatical Credit for Fellowship Holders

A Member who receives a national or international fellowship may submit a special sabbatical application to facilitate research. The Employer may grant such a special sabbatical application on the abbreviated accumulation period.

### **28.11** Procedures

A member shall apply for a sabbatical leave in writing to his / her Department Chair, or in the case of Department Chairs to the Vice-President / Academic Dean, no later than eight (8) months prior to the proposed commencement of the leave. Application letters shall include:

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

**28.12** Within two (2) weeks of receipt of the Member's application, the Department Chair shall forward the application to the Vice-President / Academic Dean with a letter evaluating the application's merits including its impact on the programming needs of the department.

**28.13** The Vice-President / Academic Dean shall complete the review of all applications. Should the Vice-President / Academic Dean believe that a sabbatical leave ought to be deferred or denied, he / she shall write to the Member, with a copy to the Association, giving reasons for this recommendation. The Vice-President / Academic Dean shall give the Member the opportunity to respond in writing and / or in person; in the latter case, the Member shall have the right to be accompanied by a Member of his / her choice.

**28.14** The Vice-President / Academic Dean shall present a recommendation on the academic merits of the applications to the SJUSC at the earliest possible meeting of the SJUSC. The SJUSC may recommend that the Employer approve, deny, or defer the application based on its academic merits. Where the SJUSC denies or defers the application, the President shall, within one (1) week of the SJUSC meeting, advise the Member in writing of the reasons for its decision, with a copy to the Association.



**28.15** The President shall bring forward the SJUSC's recommendation for approval to the Board of Governors at its next scheduled meeting. The Board shall approve, deny, or defer the sabbatical application on budgetary grounds.

**28.16** The President shall communicate the Employer's decision on a sabbatical application, and the reasons for such a decision, within one (1) week of the Board meeting, in writing to the Member. The President shall send a copy of his / her letter to the Association President.

**28.17** Any Member granted a sabbatical leave must return to normal pre-sabbatical duties for at least the period equivalent to the length of the sabbatical. In exceptional cases the Member may submit a request in writing to the Vice-President / Academic Dean to waive this requirement. The decision regarding the request is solely at the discretion of the Employer and not subject to the grievance and arbitration procedure.

**28.18** In the year immediately following a sabbatical leave the Member shall, within sixty (60) days of the leave's end, submit a written report outlining progress on the proposed research agenda.

### **Article 29 – Leaves of Absence**

**29.1** Entitlement to Leaves of Absence shall be determined in accordance with UW policy applicable to Members as may be in effect at the relevant time. Eligibility for such leaves shall be determined by the Employer, in accordance with such policy and applicable legislation.

**29.2** The Employer agrees to comply with the following UW Policies regarding leaves of absence not otherwise provided for in this Agreement:

- (a) UW Policy 14 (Pregnancy and Parental Leaves including Adoption), subject to the processes of SJU HR and UW HR where applicable. In addition, Adoptive Parents will also be eligible for six (6) weeks of pay commencing on a date mutually agreed between the Employer and the Member; and
- (b) UW Policy 38 (Paid Holidays)

**29.3** Members are eligible for time off for bereavement as follows:

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

Where the Member attends a funeral or other similar service for a death as above, outside of the Province of Ontario, but within North America, a further two (2) days may be allowed. Where such funeral or other service is outside North America, a further three (3) days may be allowed.

**29.4** Members may request an unpaid leave of absence of a fixed duration, upon consultation with their Department Chair and with the approval of the Vice-President / Academic Dean (such consent shall not be unreasonably withheld).

### **29.5** Jury and Witness Duty

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

- (a) Notification immediately upon receiving notification that he/she will be required to attend at a court;

- (b) Proof of service requiring the Member's attendance;
- (c) The full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

**29.6** A Member absent on a leave of absence in excess of one term during a probationary appointment under this Collective Agreement shall have such probationary status extended by the duration of the leave of absence.

### **Article 30 – Retirement and Resignation from Employment**

**30.1** The parties encourage Members who are resigning or retiring from employment to provide at least six (6) months notice to the Employer prior to the effective date to facilitate institutional planning.

#### **30.2** Conversion of Vacation Entitlement Prior to Retirement at Age 66 or Earlier

- (a) Under the conditions set out below, a Member may opt to convert (the "Conversion Option") one (1) week of annual vacation entitlement in each year preceding retirement (to a maximum of three [3]) into a one-time 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.
- (b) The Member shall submit the Conversion Option to the Employer within three (3) years (or earlier) of his or her intended retirement date. The latest eligibility date for the Conversion Option shall be the Member's sixty-fifth birthday, with a retirement date no later than the end of the academic term (i.e., either 30 April, 31 August, or 31 December) during which the Member turns 66.
- (c) Where the Member notifies the Employer prior to the earliest eligibility date, the 2% salary increase shall take effect on the earliest eligibility date (three [3] years prior to the retirement date). Where the Member notifies the Employer after the earliest eligibility date, the 2% salary increase shall take effect on the first day of the month following such notification.

#### **30.3** Emeritus/a Status

A lifetime award of Professor Emeritus/a or Librarian Emeritus/a shall be bestowed upon a Member, regardless of rank, where the Member retires from employment, normally after fifteen (15) years or more of service with the Employer. In exceptional circumstances, the Employer may also bestow such award on a Member with a lesser period of service. This status accords such Members with the following post retirement benefits:

- (a) University affiliation for external research and grant application purposes;
- (b) Access to university library and parking;
- (c) Tuition fee waivers as set out in Article 37; and
- (d) Certain other privileges as may be accorded through any comparable status at or through the University of Waterloo from time to time

### **Article 31 – Vacation**

**31.1** The annual vacation entitlement for Members with an appointment duration of one (1) year or more shall be twenty (20) working days during each of the first ten (10) years of employment. The annual

entitlement shall increase to twenty-five (25) working days in the earlier of the eleventh year of employment or the fifth year prior to the Member's normal retirement date.

**31.2** Vacation shall be scheduled at times mutually agreed upon by the Member and his / her Department Chair, or, in the case of the Department Chair or Librarian Member, the Vice-President / Academic Dean.

**31.3** Vacation entitlement shall be exhausted during the contract year in which it is earned, unless mutually agreed upon between the Member and the Employer. Vacation entitlement shall be exhausted prior to termination or retirement.

### **Article 32 – Health, Welfare, and Pension Benefits**

**32.1** The Employer shall remit premiums and / or matching contributions to the University of Waterloo in order to maintain, health, welfare, and pension benefits through the University of Waterloo Member Benefit Plan (see the University of Waterloo – Faculty Association at the University of Waterloo Memorandum of Agreement, Pension and Benefits, Article 11), as amended from time to time.

The Employer shall maintain the Unregistered Plan (Private Pension Fund).

The Employer agrees to make representations on behalf of any Member contesting a denial of benefits under Article 32.1.

### **Article 33 – Payment of Moving Expenses and Travel Allowances to Newly Appointed Members**

**33.1** The Employer shall reimburse newly appointed Members on a term of two (2) or more years for the costs incurred by the appointee and his or her immediate family in moving to within fifty (50) kilometres of the St. Jerome's University campus. Reimbursement is applicable to the following relocations costs upon presentation of applicable receipts:

#### (a) Travel Costs

- i. The payment of actual transportation based on economy class air, first class rail, and / or bus fare for each member of the family will be reimbursed (as well as meal receipts if they are not included in fare charge); and / or
- ii. If a private automobile is used, payment at the rate of fifty (50) cents per kilometre for travel by the most direct route will be made, plus reasonable lodging and meals en route.

#### (b) Moving Costs

Eligible moving costs are those incurred for packing, unpacking, transporting, and insuring personal and household goods.

### **33.2**

(a) Travel costs shall be reimbursed at the rate of one hundred percent (100%).

(b) Moving costs shall be reimbursed to a maximum of \$10,000.00.

**33.3** If a member voluntarily leaves the Employer before the expiry of two (2) years from the effective date of appointment, the Members will be required to refund a portion of any moving and / or travel expenses reimbursed. This amount may be deducted from the final salary payment. The amount will be calculated on the basis of 1/24 of the allowance for each month of the two-year period not yet served.

## **Article 34 – Professional Development Reimbursement Plan (PD)**

### **34.1**

- (a) Members receive an annual professional development allowance. The Employer shall provide Members annually with funding to defray expenses accrued in professional pursuits. All claims must adhere to Canada Revenue Agency guidelines regarding accepted professional expense claims.
- (b) This Professional Development Reimbursement Plan is available to Members on reduced load and to new Members and prorated accordingly.
- (c) Subject to such pro-rating, if any, the available PD funds per Member shall be \$3,300 per annum. Effective on May 1, 2013, and on the anniversary of such date for each year of this agreement, the current PD fund shall be increased by the year over year percentage change in the All Items - Ontario CPI over the period December to December as calculated by StatsCanada.

## **Article 35 – Travel at the Request of the Employer**

**35.1** The Employer shall reimburse Members for approved expenses incurred while travelling on University business at the Employer's request.

**35.2** For reimbursement, Members shall submit original receipts (and boarding passes if applicable) together with the Expense Reimbursement Form.

**35.3** Approved expenses include the following:

- (a) Reasonable costs for land and air travel (economy fare);
- (b) Kilometres travelled in a personal automobile at the rate of fifty (50) cents per km;
- (c) Reasonable accommodation;
- (d) Per diem rate for meals and incidentals of €65 per day in Europe, £60 per day in the United Kingdom, and \$65 CDN per day elsewhere unless otherwise approved in writing in advance by the Employer; and
- (e) Travel cancellation insurance.

## **Article 36 – Member Salary**

**36.1** The employer shall administer Member salaries by reference to the floors and thresholds applicable to the Memorandum of Agreement negotiated between the University of Waterloo and FAUW, as amended from time to time, unless otherwise modified by this Agreement.

(a) Lecturer I and II ranks shall be referenced to the Lecturer rank at UW.

(b) Librarian Member salary references shall be seventy-five (75%) percent of the floor and thresholds applicable to the Associate Professor rank.

Should FAUW and the University of Waterloo implement a market adjustment in a given year, such an adjustment shall be applied to Member salaries.

**36.2a** Scale Increase

Prior to the application of the Progression Through the Ranks set out in 36.3, Member salaries shall be subject to a Scale Adjustment equal to the greater of Waterloo-FAUW scale, 1.5%, or the year over year percentage change in the All Items - Ontario CPI over the period December to December as calculated by StatsCanada.

**36.2b** Members shall be eligible for an annual Progression Through the Ranks (PTR) increase equal to 1.0 times the Waterloo-FAUW SIU.

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

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

(b) Members with a salary at or above the T2 shall receive 25% of the annual PTR as an adjustment to base salary.

**36.2c** A Librarian Member's PTR shall be seventy-five (75%) percent of the PTR established in 36.2b.

**36.2d** A new Member's PTR shall be pro-rated based on their date of hire into the Bargaining Unit.

**36.3** The Employer shall provide each Member annually, on or before 30 June, a letter confirming the Member's salary, Professional Development allowance, accumulated sabbatical credit(s), and Individual Internal Research Grant (IIRG) for that fiscal year.

### **Article 37 – Tuition Benefits**

**37.1** Members and their children, including stepchildren, as well as current spouse, may claim the applicable tuition benefit set out below.

**37.2** Eligible claimants enrolling in University of Waterloo degree-credit programs or courses may claim reimbursement for the tuition fees, including co-operative and / or internship fees, applicable to a combined total of up to the normal number of terms of full-time study required for each University of Waterloo degree pursued. The credit shall be at a rate of fifty percent (50%) of the cost of such fees applicable to a regular undergraduate math degree at the University of Waterloo. The claim is only available once for any course and for a maximum number of seventy (70) courses over the claimant's lifetime.

**37.3** Members, including those on layoff due to financial exigency, or in receipt of disability benefits, or retired and in receipt of a pension from the Employer, may claim reimbursement on the same terms as 37.2 but at the rate of one hundred per cent (100%). Where a Member's employment terminates after the date of registration has passed, and classes have commenced, the Employer shall provide the tuition benefit for that academic term only.

**37.4** Eligible claimants of deceased and / or retired Members in receipt of a pension from the Employer shall be eligible for the tuition benefit 37.2.

**37.5** Members may claim the benefit for degree-credit courses taken at institutions other than the University of Waterloo only if the Vice-President / Academic Dean determines that the courses are directly related to their current work assignment or planned future assignment, provided similar courses are not offered at the University of Waterloo.

**37.6** Claims shall be initiated by completing and submitting the SJU Tuition Benefit Form. In the event a Member or the Member's spouse are eligible to claim the same or substantially similar benefit from the University of Waterloo they shall do in lieu of claiming the benefit under this Article.

## **Article 38 – Confidential Personnel, Dean’s, and Case Files**

### **38.1** Confidential Personnel File

- (a) The Employer shall maintain individual Confidential Personnel Files to track Member employment status. The files will be maintained in a secure location within the Human Resources Department and include the following information relating to employment:
- i. Original application for employment;
  - ii. Original letter of appointment
  - iii. Correspondence relating to probation, promotion, and tenure;
  - iv. Formal counselling and/or disciplinary notations arising under this Collective Agreement;
  - v. Information relating to accommodation and absence management;
  - vi. Information relating to claims under the Workplace Safety & Insurance Act; and
  - vii. Any other employment-related documents provided the subject Member is notified in writing and copied on the addition at least twenty-four (24) hours in advance of filing.
- (b) Removal of Disciplinary Notations from Confidential Personnel File
- i. For Members who have worked less than thirty-six (36) months for the Employer, any material relating to disciplinary action taken against such Member shall be removed from the Confidential Personnel File after thirty-six (36) months of active service without further disciplinary incident.
  - ii. For Members who have worked more than thirty-six (36) months for the Employer, any material relating to disciplinary action taken against such Member shall be removed from the Confidential Personnel File after twenty-four (24) months of active service without further disciplinary incident.
  - iii. For the purpose of this clause, time spent on any leave of absence from teaching duties, excluding sabbatical leave, does not count towards the accrual of active service.

### **38.2** Confidential Dean’s File

Documents and materials used by the Vice-President / Academic Dean to track Members’ merit, teaching load and decanal correspondence shall be maintained in a Confidential Dean’s File securely maintained in the Dean’s office.

### **38.3** Access to Confidential Dean’s File and Personnel File

- (a) Members shall have a right to review the foregoing files during regular business hours upon providing at least twenty-four (24) hours’ notice. The Employer shall, within three (3) business days of such request, make the file available for the Member’s review. The Member may obtain copies of the information contained in such file, append written comments thereto and, space permitting, additional relevant documentation or reference to such material.
- (b) The Employer shall limit access to the foregoing files to the President, Vice-President / Academic Dean, Dean’s Assistant, and to the Human Resources staff, except on the Member’s written consent, by law, or pursuant to proceedings commenced under the Collective Agreement.

#### **38.4** Case File

- (a) Documents and materials submitted by a Member and pertaining to probationary review, promotion, and tenure shall constitute the Case File.
- (b) The contents of the Case File shall be maintained until after the conclusion of the Member's probationary review, tenure, or promotion process, including any grievance, arbitration, or appeals and for a period of up five (5) years from the termination of the applicable process, or until the conclusion of any related legal or other proceedings, whichever is later.
- (c) After the applicable process concludes, the Case File shall be maintained by Human Resources in a secure electronic form. The Member who produced the Case File shall have a right to review the Case File during regular business hours upon providing twenty four (24) hours' notice.

**38.5** The foregoing files shall be managed and safeguarded in accordance with the *Freedom of Information and Protection of Privacy Act* as well as the *Personal Health Information Protection Act*.

### **Article 39 – Research and Scholarship Funds**

#### **39.1**

- (a) University funds for research shall be disbursed by the Committee on Research and Scholarship.
- (b) The Research Committee shall receive, adjudicate, and vet all applications for internal research and scholarship funds administered by St. Jerome's University.
- (c) The committee shall be composed of: the Vice-President / Academic Dean (ex-officio, voting); the Associate Dean (ex-officio, voting); an elected research officer, elected by the faculty and librarian Members of the SJUSC to a two-year (2-year) term; three (3) Members elected annually by the faculty and librarian Members of the SJUSC. The research officer is Chair of the committee and reports the results of the committee's work to the SJUSC.
- (d) Members of the committee who wish to apply for Faculty Research Grants are ineligible to evaluate such applications and must step down from the committee during the year in which they seek a grant. The SJUSC will elect a sufficient number of alternate members.
- (e) In evaluating applications, the Committee may (i) authorize the grant as requested, or (ii) authorize a reduced grant, or (iii) reject the application.
- (f) Every application will be peer reviewed. The reviewer will normally be a member of the appropriate University of Waterloo community.
- (g) All applications must comply with the guidelines established by the University of Waterloo's Office of Research Ethics (ORE).

#### **39.2** Internal Research and Scholarship Funds

The Employer shall make available to the Committee on Research and Scholarship an annual budget of \$58,000. From that budget, in any given fiscal year, the Committee may award up to \$8,000 in Additional Professional Development funding, and up to \$5,000 in Aid to Scholarly Publication grants. The Committee shall reserve the balance for the Faculty Research Grants competition.

- (a) Additional Professional Development Fund: When and if a Member's PD fund is exhausted, Members may make an application for additional PD money to the Committee on Research and Scholarship between 1 May and 1 March.

- (b) Faculty Research Grants: All Members shall be eligible to apply for research support, based upon criteria established by the SJUSC, and in accordance with the timeline contained in Article 39.3, from an annual research fund established for this purpose in the University budget. The maximum grant from this fund to any one Member shall be \$7,500 in any given year although, in exceptional circumstances, projects may be eligible for more than the normal funding. A limited number of grants shall be available each year.
- i. Eligible projects can be those defined by the heading "Scholarship" in Article 21.5 (c) in this Agreement. Projects might include, but are not limited to, "start-up" grants, completing a research project, bringing research to publication, etc. These funds may be used by researchers preparing applications especially to SSHRC programs and to other funding agencies.
  - ii. All items purchased from research funds become the property of St. Jerome's University.
  - iii. All grant recipients shall submit a brief report to the Chair of the Committee outlining the progress of their project.
  - iv. All grant recipients shall submit a report to the Vice-President / Academic Dean upon completion of their project.
- (c) Aid to Scholarly Publications Fund: The Committee on Research and Scholarship shall award funds to support scholarly publications according to the following terms:
- i. All Members are eligible to apply for funds to support the publication (in print or electronic form) of book-length manuscripts of advanced scholarly research which makes an original contribution to the field of study. Original contributions may include a major revision of a previously published work.
  - ii. The Research Committee shall only consider a request for funding in support of a publication when a manuscript has been accepted by a publisher.
  - iii. Funding provided by the Aid to Scholarly Publications Fund is not intended as the sole source of funding. Applicants must demonstrate that the total cost of publication is shared with the publisher and that efforts have been made to secure outside sources of funding.

### **39.3** Faculty Research Grant Application Timeline

- (a) Members applying for the Research Fund shall submit applications to the Vice-President Academic Dean by 31 January of the fiscal year beginning the following 1 May. In the event the Research Committee issues a second call for proposals, the Committee may elect to receive applications after that date.
- (b) The Research and Scholarship Committee shall complete its adjudication by 31 March, at which time it shall determine whether a second call for further disbursements is viable. In the event that a second call is viable, the Chair of the Committee shall make this known to the Members via e-mail on or before 7 April. The Chair shall, at that time, indicate a reasonable deadline for submission of applications to the second call.
- (c) The Chair of the Committee shall inform all applicants in writing of the committee's decision on or before 15 May, briefly outlining the reasons for the decision.



## **Article 40 – Reimbursement of Professional Expenses**

Members shall make requests for reimbursement from internal and external grants and/or Professional Development funds on the applicable expense request form, normally accompanied by original receipts to the Vice-President / Academic Dean, or designate.

## **Article 41 – Harassment and Discrimination**

### **41.1.**

- (a) The Parties recognize a mutual obligation to foster an environment that is free from harassment or discrimination and to refrain from any conduct which is contrary to the Human Rights Code, Occupational Health and Safety Act, or Article 9 (Non-discrimination) of this Agreement.
- (b) Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment also includes unwelcome sexual solicitations or advances, as well as reprisals because such solicitations or advances have been refused.

### **41.2.**

- (a) Members have the right to seek assistance from the Ontario Human Rights Commission at any stage. Members shall be permitted to file a grievance alleging harassment under Article 11 only in the following circumstances:
  - i. Once the procedures under this Article 41 have been exhausted; or
  - ii. If the Member alleges that there has been non-compliance with the procedures set out in this Article.
- (b) All procedures under this Article shall be guided by the paramount need to ensure that complainants, respondents, and witnesses are treated fairly. Every reasonable effort will be made to safeguard the rights of both complainants and respondents. Both complainants and respondents have the right to be accompanied by a representative of his / her choice.
- (c) Wherever possible, complainants and respondents shall attempt to resolve the conflict between the complainant and the respondent informally or by mediation. Unless otherwise required by law, disciplinary measures under this Article will be imposed only after an informal resolution or mediation of the alleged incidences has been attempted and has failed, or has been declined, as the case may be.
- (d) A Member who is a participant in these procedures may consult with the Association.
- (e) All statements and disclosures made, information furnished, and documents and exhibits provided, or presented by the complainant, the respondent, or other persons to the Harassment Advisor (see 41.8) or the Investigator, (see 41.7), shall be treated as confidential except as required by law, and shall not be publicly disclosed by the Harassment Advisor or the Investigator without the consent of the complainant, respondent, or other parties providing such information.

Where the Harassment Advisor or Investigator has a concern that the circumstances may engage protections under the Occupational Health and Safety Act or otherwise present an ongoing risk of liability to the Employer under the Ontario Human Rights Code or at law, the Harassment Advisor or the Investigator may disclose relevant information to the President necessary for the Employer to address such matters.

- (f) The information received by the President under this provision shall not be placed in the Member's Confidential Personnel File.
- (g) Reprisals, retaliation, or threats of reprisals against anyone for pursuing his / her rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.
- (h) Where a complaint under this Article is made against the President, the Chair of the Board will be substituted as the responsible Employer official where necessary.

#### **41.3**

- (a) Members considering the activation of the Harassment Resolution Procedure in this Article are encouraged to seek advice and support from the Harassment Advisor, the Conflict Management and Human Rights Office at the University of Waterloo, the University of Waterloo Police, or a representative of the Association in order to clarify or discuss possible situations which may or may not constitute harassment.
- (b) At any stage, the complainant may decide whether to continue with the resolution procedures, move to mediation, request a formal investigation, or withdraw the complaint.
- (c) Should the complainant commence proceedings before the Human Rights Tribunal or in the courts or should any criminal prosecution be commenced concerning the circumstances of a complaint of harassment under this Article, the Employer may elect to suspend the Harassment Resolution Procedure under this Article, until those other proceedings are concluded.

#### **41.4** Harassment Resolution Procedure

- (a) The contact person for Members seeking to activate the Harassment Resolution Procedure is the Harassment Advisor. In the absence of exceptional circumstances, a complainant must contact the Harassment Advisor within four (4) months of the latest alleged incident to activate the Harassment Resolution Procedure. Upon first contact, the Harassment Advisor shall consult with the complainant with regard to the circumstances of the incidences under consideration. Following the consultation with the Harassment Ad-visor, the complainant shall indicate whether he/she elects to:
  - i. Take no further action; or
  - ii. Proceed with the following three options:
    1. Informal Resolution facilitated by the Harassment Advisor;
    2. Mediation;
    3. Formal Investigation.
- (b) If the complainant elects to proceed with informal resolution or mediation, the complainant shall make a written statement, signed and dated, of the circumstances of the alleged incidences, and shall provide written authorization for the Harassment Advisor to proceed with informal resolution or mediation.

#### **41.5** Informal Resolution

- (a) The Harassment Advisor assists the complainant in clarifying the allegations and in considering possible means of resolution.
- (b) Upon receipt of the written statement of complaint, the Harassment Advisor will provide the respondent with a written summary of the same, and will invite the respondent to reply in writing. The Harassment Advisor will discuss the complaint with both parties and attempt to resolve the complaint fairly and acceptably to both parties, including by way of an informal third party effort at

conciliation.

- (c) If a fair and acceptable resolution is reached with the Harassment Advisor, both parties will sign a statement to that effect, which will be filed with the Harassment Advisor. No further action on the complaint so resolved will be taken unless the parties fail to comply with the terms on which the complaint is resolved.
- (d) If a fair and acceptable resolution is not reached by the Harassment Advisor within twenty (20) working days of receipt of the written statement of complaint, the Harassment Advisor will so inform the parties in writing and the complainant may then elect to:
  - i. Withdraw the complaint;
  - ii. Request that a mediation be conducted under 41.6; or
  - iii. Request that the complaint be referred to the President for a Formal Investigation.
- (e) If the complainant fails to make an election under 41.5 (d) within ten (10) working days of the expiry of the twenty (20) working day period allowed for informal resolution under that clause, the complaint shall be deemed to be withdrawn by the complainant and no further action will be taken by the Harassment Advisor.

#### **41.6** Mediation

- (a) In the event that no informal resolution under 41.5 is reached, and where the complainant and the respondent have agreed to seek a resolution through mediation, an independent mediator shall be selected by the Harassment Advisor from a list of mediators agreed to by the Employer and the Association. The mediator shall agree to complete the mediation within twenty (20) working days of accepting the invitation to mediate the complaint.
- (b) If the mediator succeeds in assisting the complainant and the respondent in reaching a settlement of the complaint, the terms of the settlement shall be stated in writing, signed by the complainant, the respondent, and the mediator, and copied to the Employer and the Association. If a settlement entails action on the part of the Employer, such settlement is conditional upon Employer approval.
- (c) No record of the complaint or the mediated settlement shall be placed by the Employer in any of the Member's Confidential Files established under Article 38.
- (d) In the event that mediation fails, the mediator shall make a report to that effect to the Harassment Advisor within twenty (20) working days of accepting the invitation to mediate. The mediator's report shall be copied to the complainant and the respondent.
- (e) Within ten (10) working days of receipt of this report, the complainant may request, or the Harassment Advisor may recommend that the President undertake a Formal Investigation. If such a request or recommendation is made, the respondent shall be notified in writing by the Harassment Advisor. The request for a Formal Investigation shall include a written statement of the complaint, the respondent's written response, if any, the mediator's report, and other documents considered by the Harassment Advisor and mediator in their efforts to resolve the complaint.
- (f) If no request or recommendation for a Formal Investigation is made within ten (10) working days of the receipt of the mediator's report, the complaint shall be considered to have been withdrawn and no further action shall be taken, except where required by law. No record of the complaint shall be placed by the Employer in any Confidential Files established under Article 38.

#### **41.7** Formal Investigation

- (a) Within ten (10) working days following the receipt of the request or recommendation for a Formal Investigation, or otherwise as may be required by law, the President shall appoint an investigator from a standing list of investigators prepared by the Employer, in consultation with the Association, to investigate and report on the complaint. The investigator shall not be the Harassment Advisor or the Vice-President / Academic Dean. The Employer shall notify the Association of the name of the investigator and the name of the Member who has made the complaint and / or the name of the Member against whom the complaint has been made.
- (b) Within twenty (20) working days of appointment, the investigator shall submit a written report to the President. The report shall include a copy of the signed complaint, the written response, if any, of the respondent, and a finding as to whether the complaint has been upheld or not with a statement of reasons for that finding.
- (c) Within ten (10) working days following the receipt of this report, the President shall notify the respondent in writing, with a copy to the Association, of the outcome of the investigation, including any actions or sanctions he / she proposes to impose on the respondent. The President shall also inform the complainant in writing of the outcome of the investigation.
- (d) A statement from the President that a Member was guilty of harassment with or without any formal sanctions constitutes discipline under Article 14, and may be grieved. Any disciplinary action imposed on a Member for harassment shall be subject to the grievance and arbitration procedures of Article 11 (Grievance and Arbitration).
- (e) If the Employer decides after Formal Investigation not to take disciplinary action against the respondent or if an arbitration decides in favour of the respondent, the Employer shall remove all documentation concerning the allegation from the Members' Confidential Files established under Article 38.

#### **41.8** Harassment Advisor

- (a) The Employer shall hire a Harassment Advisor mutually agreeable to the Association.
- (b) In the event that the Harassment Advisor has a conflict of interest, or knows of any other circumstance which would inhibit fulfilling his / her role in a fair and impartial manner, the Harassment Advisor shall report the existence of such circumstances to the President who shall select an alternate candidate in accordance with 41.8.(a).
- (c) By 1 June each year, the Harassment Advisor shall submit an annual report to the President with a copy to the Association. This report shall provide an anonymous statistical record of the number of complaints, informal resolutions, mediations, and formal investigations, and shall include any observations and recommendations the Harassment Advisor may have with respect to the operation of this Article.

#### **Article 42 - Term and Duration of the Agreement**

- (a) The Agreement shall be binding on both Parties and shall come into effect 1 May 2013 and shall remain in force until 30 April 2018. This Agreement shall automatically renew itself on 1 May 2018 for a period of one (1) year, and for successive one (1) year periods thereafter, unless either Party notifies the other in writing within the period of ninety (90) days prior to 30 April 2018, and any subsequent expiry date thereafter, that it desires to bargain with a view to the renewal, with or without modifications, of this Agreement, or that it desires to bargain with a view to the making of a new Agreement.
- (b) In the event of notice being given requesting negotiations to amend this Agreement in accordance with (a), the negotiations shall commence within fifteen (15) days following receipt of notification

and thereafter both Parties shall negotiate in good faith.

- (c) This Agreement shall remain in full force until either a new Collective Agreement has been ratified by both Parties or, following conciliation, a strike or lockout is declared in accordance with the Ontario *Labour Relations Act* (1995).

### **Article 43 – Academic Misconduct**

#### **43.1 Definition**

Academic misconduct is defined as:

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

#### **43.2 Report and Management of Allegations**

##### **43.2.1**

- (a) All allegations of academic misconduct shall be in writing, with documented evidence, signed, dated, and forwarded to the President. The President may refer the allegations to a designate.
- (b) The President or designate shall deal with the allegations in order to determine whether or not there is a need for formal investigation. The President or designate shall meet with the Member promptly, fairly, and judiciously to discuss the nature of the allegations and allow the Member an opportunity to respond to the allegations. The Member shall be advised of her / his right to be represented by the Association and have a Member of the Association present at the informal meeting. Any statements made by the Member during these discussions shall be without prejudice.
- (c) If in her / his judgement the allegations have sufficient substance to warrant formal investigation, the President or designate shall inform the Member named in the allegations, and the Association, in writing and with a summary of the allegations of sufficient detail to permit the Member a fair opportunity to respond if he / she wishes.
- (d) No person consulted by the Employer concerning the case shall be appointed an arbitrator in any subsequent arbitration dealing with these allegations.

**43.2.2** The formal investigation process commences when the Member named in the allegations has received the written notice. The President or designate shall have thirty (30) working days from issuing the written notice to conduct the formal investigation. The Member shall be informed of her / his right to

be represented by the Association at all meetings during the formal investigation. Any finding of academic misconduct shall require clear, cogent, and convincing proof of such misconduct.

**43.2.3** After being informed of the results of an investigation, a Member shall have the right to meet with the President to provide explanations and to make submissions, before any disciplinary action is undertaken.

**43.2.4**

- (a) Any discipline imposed on a Member for academic misconduct is subject to normal grievance procedures except that the parties agree that cases involving accusations of academic misconduct will proceed directly to arbitration.
- (b) A statement from the Employer that a person was guilty of academic misconduct constitutes discipline.

**43.2.5** The Employer shall take such steps as it determines necessary and reasonable to:

- (a) Protect the reputation and credibility of Members wrongfully accused of academic misconduct, including written notification of the decision to all agencies, publishers, or individuals who were informed by the Employer of the investigation;
- (b) Protect from reprisal Members who in good faith make allegations of academic misconduct, or whom it calls as witnesses in an investigation. Such protection may include the provision of legal counsel should the Member be sued for their participation in any investigation or in arbitration proceedings.

The Employer shall take disciplinary action against Members or students who make unfounded allegations of academic misconduct which are reckless, malicious, or not in good faith.

**43.2.6** If the Employer's investigation or the arbitration board sustains an accusation of academic misconduct related to a Member's research, and if that research is funded by an outside agency or has been published or submitted for publication, the President shall inform the agency or publisher concerned of the decision, as well as the Association and the complainant. In any event, if the outside agency or publisher has been informed of the proceedings before a judgement has been rendered, the President shall send a copy of the decision to the concerned agency or publisher.

**Article 44 – Cross Appointments**

**44.1** Members may be cross-appointed to two academic units simultaneously at the time of their initial appointment or at any time thereafter. The Employer shall note the details of the cross-appointment in the Letter of Appointment, or in the case of a subsequent cross-appointment, in a letter of confirmation.

**44.2** A Member seeking to be cross-appointed shall make the request in writing to the Vice-President / Academic Dean. The request must include letters of support from the Chairs of both units or Departments. The Vice-President / Academic Dean shall review the request and consult with the respective Chairs. The Vice-President / Academic Dean will then bring the request forward to SJUSC for consideration.

**44.3** SJUSC will consider and either support or not support the request for the cross-appointment. The Vice-President / Academic Dean will make the final decision on whether to grant the request for cross-appointment.

**44.4** If the request is approved, Human Resources will communicate the change in appointment, in writing to the Member with a copy to the Association.

**44.5** Cross-appointed Members shall attend and be included in Department or Program discussions and will have a voice in each academic unit. Such Members will hold voting rights only in Departments in which they hold a workload of 40% or greater.

**44.6** Cross-appointed Members are eligible to serve on all committees, perform relevant service, and teach within the limits of their expertise. Such Members having a workload of 40% or greater in a Department may serve as Chair in such Department.

44.7 Cross-appointed Members may count teaching, service and research from both Departments or units in all matters, including renewal, tenure, and promotion applications.

#### **Article 45 – Financial Exigency**

**45.1** Preamble. The Parties agree that the primary aims of St. Jerome's 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.

**45.2** 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.

**45.3** 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 Members, including the number of Member 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 the SJUSC and to the Association;
- (b) impose a University-wide hiring freeze until the exigency has been resolved;
- (c) within fifteen (15) working days of declaring a financial exigency establish a five-member Financial Exigency Commission (FEC), with membership specified in 45.5(a) below to adjudicate his / her declaration of financial exigency.

**45.4** 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.

#### **45.5** Structure of the Financial Exigency Commission (FEC)

- (a) The FEC shall be composed of three individuals who are at arm's-length from St. Jerome's University and the Association, plus two senior members of the SJU professoriate. Of the three individuals at arm's-length, one shall be appointed by the President, one by the Association, and the third appointed jointly by the President and the Association. One of the two senior members of the SJU professoriate shall be appointed by the President, 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.

**45.6** 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.

**45.7** 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 45.2. 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 St. Jerome's University. In particular, it will receive any preliminary input that SJUSC may choose to provide regarding proposed program redundancies.

**45.8** The FEC shall, within forty (40) days of being constituted, prepare a report that analyzes both the extent and the nature of the financial problems identified by the President, as well as the potential impact of the plan on the academic programs of St. Jerome's 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 the SJUSC. If there are recommendations for program redundancies in the plan, the SJUSC will then have a further fourteen (14) days to determine what, if any, program redundancies for bona fide academic reasons in the context of a confirmed declaration of financial exigency it approves and recommends to the Board. A copy of the SJUSC report shall be sent to the FEC which shall have an additional ten (10) days to prepare a supplementary report as a result. The FEC supplementary report 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 support staff components of St. Jerome's University with a view to ensuring that a balance between these two sectors is maintained.

Given the academic nature of the University, the Employer in its actions shall ensure that the academic well being of St. Jerome's University is preserved to the maximum extent possible.

**45.9** When preparing its report, the FEC shall consider all submissions on St. Jerome's 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 St. Jerome's 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 Members' voluntary early retirement, voluntary resignation, voluntary transfer to reduced load status and redeployment?

(d) Have all reasonable means for improving St. Jerome's 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?

**45.10** 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 alternative ways in which it believes that St. Jerome's 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 Employer.

**45.11** The Employer 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. The FEC shall also be afforded the opportunity to make an oral presentation to the Board.

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

**45.13** Lay-off is an exceptional action which shall be taken only after St. Jerome's University has exhausted all reasonable means to alleviate the financial exigency by applying rigorous economies in all areas of its 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 St. Jerome's University. Any lay-offs under this Article shall occur only to the extent necessary to alleviate the financial exigency.

#### **45.14 LAY-OFFS**

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 tenured, tenure-track, or continuing) or definite-term appointments (in advance of their normal expiry date) is an exceptional action which may occur only in accordance with this Article.

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, nor shall such Member have any recall rights.

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 base salary (or actual salary for Members on reduced load as defined in Article 25.10).

#### **45.15 Association Membership While on Lay-Off**

Members who are laid off in accordance with this Article remain Members of the Association while not employed by the University for a period not to exceed three (3) 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.

#### **45.16 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 St. Jerome's University to carry on its mission, a plan for reduction in the number of

Members employed by St. Jerome's University shall be prepared by the President and the Vice-President / Academic Dean in consultation with the SJUSC 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), across-the-board cuts, or some combination of vertical and across-the-board cuts. Program redundancies will require the approval of the SJUSC.

The plan shall also provide that faculty who are to be laid off other than through program redundancies shall be laid off in this order: all non-regular faculty members before regular faculty members, and, among regular faculty members, continuing lecturers and definite-term before tenure-track, and tenure-track before tenured appointments.

The President shall select those Members who are to be laid off under any across-the-board provision on the basis of reverse seniority.

#### **45.17 Notice of Lay-Off Under Confirmed Financial Exigency**

The President shall provide written notice to Members who are to be laid off in accordance with Article 45 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 (6) months in advance of the lay-off date for Members on definite-term appointments, and for Members holding probationary-term appointments with fewer than three (3) years of service;
- (b) nine (9) months in advance of the lay-off date for Members holding probationary-term appointments with three (3) to six (6) years of service;
- (c) twelve (12) months in advance of the lay-off date for Members with tenure or holding probationary-term appointments with more than six (6) years of service.

By informing a Member and the Association in writing twenty (20) 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) to (c) above.

#### **45.18 Severance Arrangements for Lay-Off Under Confirmed Financial Exigency**

A Member who is laid off under the terms of Article 45 under confirmed financial exigency shall be entitled to the following severance arrangements, in addition to the notice set out in 45.17:

- (a) one (1) month's pay for each completed year of service from the initial time of appointment to the time of lay-off, with part years prorated, for Members on definite-term appointments, with a maximum total amount of ten (10) months' salary;
- (b) one (1) month's pay for each year or partial year of service at the time of lay-off for Members holding tenure-track appointments;
- (c) one (1) month's pay for each year or partial year of service at the time of lay-off, with a minimum total amount of nine (9) months' salary and a maximum total amount of eighteen (18) months' salary, for Members who have tenure.

#### **45.19 Rights of First Refusal, or Recall**

In the event that, within three (3) 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 45.16.
- (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 St. Jerome's University 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 Association. The Member shall have twenty-five (25) working days in which to respond to the recall offer and shall have up to six (6) months from receipt of notice of recall to terminate other obligations and recommence employment at the University.
- (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 St. Jerome's University that is substantially equivalent to their duties at St. Jerome's shall be removed from the recall list.

#### **45.20 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 (3) 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 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 45.17 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 45.17 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.

**45.21** Only disputes arising out of the failure to follow the foregoing procedures, or claims of arbitrary, discriminatory, or capricious considerations in such procedures, may be the subject of the Grievance and Arbitration process set out in the Collective Agreement and are referable directly to arbitration.

**Appendix A: Memo to Short-Listed Job Candidates**

To: Short-listed Job Candidate [insert name]  
From: [Insert name], President, St. Jerome's University Academic Staff  
Association  
Subject: St. Jerome's University Academic Staff Association

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Dear [insert job candidate name],

Congratulations on being short-listed for [insert position name]!

In an effort to keep you apprised of necessary information, we would like to let you know that the academic staff at St. Jerome's University are unionized. It is suggested that you visit the SJU-ASA website ([www.sjuasa.ca](http://www.sjuasa.ca)) to learn more about the Academic Staff Association and its activities.

The SJU-ASA website contains a copy of the current Collective Agreement. Please don't hesitate to contact the Association about the Agreement or any of its initiatives and activities. Contact information for the Association is also available on the website.

We are very excited at the prospect of a new academic staff member and colleague. Should you be offered the position, it is our suggestion that you contact the Association for assistance, including with respect to the negotiation process.

We wish you all the best of luck at your interview.