

**CAUT Policy on Governance  
Where we have been and where we should go**

**A CAUT Discussion Paper**

**November 2004**

## Table of Contents

Introduction: Where We Have Been .....	1
Duff-Berdahl .....	1
The ISGUG .....	3
Problems Persist .....	5
Moving Forward - Changing Our Emphasis .....	6
Concluding Remarks .....	9
Recommendations .....	9
Appendix A: Policy Change Only with Agreement of the Association .....	11
Appendix B: Financial Exigency .....	12
Appendix C: Program Redundancy .....	16
Appendix D: Academic Freedom .....	20
Appendix E: Promotion and Tenure .....	21
Appendix F: Complement .....	28
Appendix G: Intellectual Property .....	29
Appendix H: Justice and Dignity .....	32
Appendix I: Selection of Senior Administrators .....	36
Appendix J: Appointments .....	44
Appendix K: Workload .....	49
Appendix L: Administration of Academic Sub-units .....	59
Appendix M: Grievance and Arbitration .....	62
Appendix N: Employment Equity .....	66
Appendix O: 1994 CAUT Policy Statement on University Governance .....	67

## Introduction

The issue of governance has bedevilled CAUT for many years. There has generally been a consensus about the key principle, namely, that academic staff must play a decisive role in making educational decisions and setting educational policy if post-secondary institutions are to fulfill their purposes.

The bedevilling question has been how to operationalize that principle. CAUT's long-held answer is through a bicameral system of governance with a board of governors responsible for financial and administrative matters and a senate<sup>1</sup> (with a strong majority of academic staff) responsible for educational matters. The problem is that senates have consistently disappointed. For many years, CAUT has sought to find ways to ensure that senates fulfill their role as the voice of academic staff and the body that sets educational policy and makes key academic decisions.

### *Duff-Berdahl*

In the 1960's, CAUT teamed up with the forerunner of the AUCC<sup>2</sup> to establish the Duff-Berdahl Commission. Its task was to undertake "a dispassionate examination and evaluation of the present structure and practices of the government of both the English- and French-language universities of Canada, including provincial, church-related and independent institutions."<sup>3</sup>

The Duff-Berdahl Commission was asked to address concerns that are remarkably similar to ones expressed today:

"...the charges that one so often hears today, that universities are becoming so large, so complex, and so dependent upon public funds that scholars no longer form or even influence their own policy, that a new and rapidly growing class of administrators is assuming control, and that a gulf of

---

<sup>1</sup> Although the term "Senate" is used in most institutions, other terms are used, e.g., "General Faculties Council" (at most Alberta universities), "University Council" (Saskatchewan), "Conseil universitaire" (Laval). A few institutions (e.g., University of Toronto) have a unicameral system with a governing council that fulfills the roles of both board of governors and senate.

<sup>2</sup> The National Conference of Canadian Universities and Colleges became, in 1965, the Association of Universities and Colleges of Canada.

<sup>3</sup> James Duff and Robert O. Berdahl, *University Government in Canada: Report of a Commission sponsored by the Canadian Association of University Teachers and the Association of Universities and Colleges of Canada*. Toronto: University of Toronto Press, 1966, p. 3.

misunderstanding and misapprehension is widening between the academic staff and the administrative personnel, with grave damage to the functioning of both.”<sup>4</sup>

Their thorough report strongly endorsed bicameral governance – with institutions operating under the general direction of a board of governors only minimally involved in academic planning. The senate, they said, was “to become the central educational forum.” While it should have powers “to make recommendations to the Board on any matter of interest to the university”, it should “exercise this power with restraint” and “must concentrate on the ‘commanding heights’ of educational policy and leave the day-to-day administration of the university to the President and his associates.”<sup>5</sup>

“For the academic senate to become the central educational forum that it should be, substantial powers will have to be delegated to it both from above and from below. On the one hand, the President should use the Senate and its committees as a principal source of advice on academic policies. On the other, departments and Faculties must transmit to the Senate for review many of their decisions on internal affairs.”<sup>6</sup>

According to Duff-Berdahl, the senate “should be a deliberative body, not a mass meeting”<sup>7</sup>, chaired by the president, with a majority of members elected by faculty with eligibility limited to tenured full and associate professors. Three additional seats should be reserved for junior faculty – tenured faculty members below the rank of associate professor.

Properly constituted, and with good-will, according to Duff-Berdahl, the senate would legislate in a wise and sensible way for the common good of the institution. They presumed that the senate would be respectful of the needs and expectations of governments which fund the institutions.

The Report had considerable impact – leading to a broad consensus that universities ought to be relatively autonomous and operated through a system of shared governance.

---

<sup>4</sup> *Ibid.*, p. 3.

<sup>5</sup> *Ibid.*, p. 32.

<sup>6</sup> *Ibid.*, p. 32.

<sup>7</sup> *Ibid.*, pp. 28-29.

### *The ISGUG*

From an academic staff perspective, things did not work out so well, leading CAUT in 1990 to set up the Independent Study Group on University Governance (ISGUG), composed of Guy Bourgeault, Ken McGovern and Ernst Benjamin.

They noted the evaporation of the supposed consensus that universities operated relatively autonomously through shared governance. In language reminiscent of the concerns that led to the creation of the Duff-Berdahl Commission almost 30 years earlier, the ISGUG noted:

“A recent spate of literature on the subject has tended to characterize the idea of shared governance as one that is antithetical to constructive, responsible management; it has been recommended that a wholesale reconstruction of the decision-making process ought to be undertaken with a view to incorporating within the precincts of the academy management models normally encountered within the corporate sphere. ... At the same time, we repeatedly heard, from faculty members at institutions in which structures for shared decision-making had, in fact, been implemented, that the state of affairs envisaged by Professors Duff and Berdahl had not materialized; that while some of the mechanisms of participatory decision-making had been put in place, the participants had found themselves involved in a process that was both frustrating and ineffective.”<sup>8</sup>

After a thorough examination of the issues, the ISGUG reaffirmed the basic principle of university autonomy and shared governance, although with a number of specific recommendations about how senates can be made to work as they should. The ISGUG identified problems and challenges that had to be addressed. First noted was “the senate as rubber stamp”:

“It was consistently suggested during our hearings that the control of the university had fallen into the hands of an administrative group of senior officials (the president, the vice-presidents, the deans) and that this group, in fact, ran the university without any genuine accountability. Many faculty members expressed the concern that in some places these officials had formed an official management group which effectively displaced the senate, and frequently, the board of governors. It was widely suggested during our hearings that the senate was only retained to give greater verisimilitude to decisions already taken elsewhere. As the administrative cadre of the university has increased, many more officials have claimed seats with voting

---

<sup>8</sup> Independent Study Group on University Governance, *Governance and Accountability*. Ottawa: CAUT, 1993, p. 5.

rights *ex officio* on the senate, thus reducing the relative power of the elected senators. In many places the president acts as both speaker and leader of government business, thereby raising suspicions that procedural decisions from the chair are motivated more by political ends than by the rules of parliamentary procedure. Administrative control is furthered in some institutions by needless and excessive secrecy. It is not surprising, therefore, that faculty and students have come in many institutions to regard service on the senate and particularly on its committees as a waste of time. This in turn stimulates an unfortunate cynicism about governance in general. It is depressing to report that Duff/Berdahl said many of these things in 1966.”<sup>9</sup>

They made nineteen recommendations that they felt would make the senate work. Among them were that debates of senate should be open. Senate should have a significant role in the choice of senior administrators. Senate should have a finance committee to which the universities’ proposed budget should be submitted before going to the whole senate for a vote. The senate’s budget recommendations should go to the board of governors, while the senate would retain the right to conduct an *ex post facto* review at the conclusion of the fiscal year. Administration numbers on senate should be limited. Seats should be provided for representatives of students, professional middle management staff, a representative from the board of governors and the presidents of the faculty, student, graduate student and unions representing other employees. These association and union presidents should not be able to vote, however. Senate should be chaired by an elected speaker who holds no other administrative post in the institution. The subcommittee structure of the university should be drastically pruned and replaced by a number of standing committees of senate, including one on rights and equity. All faculty should be entitled to election to senate and provision should be made to allow representation of part-time faculty members.<sup>10</sup>

The ISGUG addressed the issue of faculty unions which had proliferated in almost 30 years since the Duff-Berdahl report was released. The ISGUG rejected the idea that collective bargaining was incompatible with collegial governance – pointing out that many matters important to academic decision-making are discussed at the bargaining table and accommodations reached have been enduring.<sup>11</sup>

Nevertheless, the ISGUG cautioned faculty associations that there are practical limits to the scope of bargaining which cannot and should not reach into academic judgments of the university about curriculum and academic programs except to lay ground rules for the

---

<sup>9</sup> *Ibid.*, p. 12.

<sup>10</sup> *Ibid.*, pp. 25-28.

<sup>11</sup> *Ibid.*, p. 15.

process and for accountability.<sup>12</sup> While noting that the failure of “collegial structures” was an impetus to formal collective bargaining and that many felt the collective bargaining process represented true collegiality, the ISGUG said that “it is also true that faculty put energy and initiative into collective bargaining which, if it had not existed, might have been directed toward senate reform.”<sup>13</sup>

The ISGUG also made a series of recommendations with respect to boards of governors and otherwise to make universities more publicly accountable and to allow them to “accommodate genuine public concerns.”

“We have argued that it is no longer possible or desirable to eschew those difficult questions bearing on the accountability of the universities to their many publics. We have also argued that, in the interest of protecting their genuine autonomy, the universities themselves must take the initiative in this matter. To this end, we have made a number of recommendations, ranging from teaching evaluations to system-wide accreditation, in order to accommodate genuine public concerns.”<sup>14</sup>

The ISGUG report shaped CAUT policy – leading to the adoption at the May 1994 CAUT Council of the “CAUT Policy Statement on University Governance.” [See Appendix O]. This was the last statement CAUT made on governance, and is the statement currently under review.

### **Problems Persist**

The ISGUG started, as had Duff-Berdahl, with the allegation that senates were not fulfilling their promise as a means by which academic staff could play the decisive role in shaping educational policy and making academic decisions. Like Duff-Berdahl, the ISGUG concluded that the problem was not the model and therefore the remedy was a series of reforms – albeit going well beyond those of Duff-Berdahl. Now, more than a decade after ISGUG, the same complaints persist. The concerns noted by Duff-Berdahl in the 1960's and by ISGUG in the early 1990's (both quoted above) are the same ones we hear today.

In one of the few comprehensive studies of senates recently, Jones notes that, compared to the findings of his research on governing boards,

---

<sup>12</sup> *Ibid.*, p. 16.

<sup>13</sup> *Ibid.*, p. 16.

<sup>14</sup> *Ibid.*, p. 85.

“...senate members indicated less satisfaction with the overall work of the senate and there were indications of discordance between the role that they believed the senate should play and the role that they believe the senate does play within university governance. Less than half of senate members view the senate as an ‘effective’ decision making body, though 64% indicated that it plays an important role as a forum for discussing issues.”<sup>15</sup>

Anecdotal comments confirm the general despair among academic staff with the role of senates at their voice in governance.

### **Moving Forward - Changing our Emphasis**

At the risk of stating the obvious, there is no simple solution to the problem. Renunciation of senates and “shared governance” is neither practical nor desirable. On the practical side, senates are legislated, for the most part, in university acts. In the current political climate, any opening of university acts to change governance provisions will likely result in adoption of corporate models that would further reduce the role of academic staff.

Senates do provide an opportunity to discuss and decide matters that could not be incorporated in collective agreements; for example, decisions about new programs and about curriculum content.<sup>16</sup> In addition, senates provide a public space and public theatre. It is here that the administration is obligated to inform the community about its academic and financial plans. It is also here where academic concerns within the university community, including academic staff, students, non-academic staff and members at large, can be discussed in a public forum. While this public forum may seem effectively under the control of senior administrators, the performance of rituals of public accountability are nonetheless significant.

Duff-Berdahl could be characterized as seeing senates as the *only terrain* for faculty. The ISGUG, in contrast, saw senates as the *principal terrain* – recognizing the role of collective bargaining as also giving voice to faculty:

---

<sup>15</sup> Glen A. Jones, “The Structure of University Governance in Canada: A Policy Network Approach.” Pp. 213-234 in Alberto Amaral, Glen A. Jones and Berit Karseth, *Governing Higher Education: National Perspectives on Institutional Governance*. Dordrecht/Boston/London: Kluwer Academic Publishers, 2002.

<sup>16</sup> In Alberta, academic staff associations have further limitations on what they can bargain so their general faculties councils are the only venue for dealing with some issues that can be bargained elsewhere.

“Collective agreements not only settled economic issues but they also dealt with the processes for appointment, renewal, promotion, merit pay, and the dismissal of faculty. The collective agreement set up the structures, but individuals and committees made academic judgments within these parameters. In this sense the collective agreements strengthened rather than weakened the collegial process. The main difference was that administrators now had to justify decisions on appeal. Contracts also set out definitions of academic freedom and of what constituted non-discrimination and put these matters on a legal basis. They dealt with the rights and responsibilities of faculty members, particularly where such codes of ethics involved the possibility of formal penalties. They set up the procedures by which the university community would handle lay-offs and redundancy but left the academic decisions involved to academics. In these very practical ways, negotiators at the bargaining table worked out many of the structures which, on the one hand, differentiated the work of senates and of faculty unions and, on the other, created meaningful ways in which the latter could strengthen the former. It has been a very creative use of the bargaining process.”<sup>17</sup>

The ISGUG warns faculty associations to recognize the practical limits to the scope of bargaining and to recognize the crucial role of senate – pointing to the power of the administration and the board at the one university in Canada without a senate – Université de Sherbrooke. The ISGUG concludes its section on senates with the following advice to faculty associations:

“We suggest that faculty associations encourage their membership to play a full and active role in the senate. The association should not [be] inhibited in making suggestions to the senate, nor in criticizing its actions where this seems warranted.”<sup>18</sup>

*The way ahead is to reverse the ISGUG’s priorities: to see collective bargaining as the principal way to ensure “collegial governance” – to concentrate efforts on using collective bargaining as creatively and aggressively as possible to secure the proper academic staff role in academic decision making. At the same time, but as a secondary initiative, we must continue to use and expand whatever opportunities senates and other traditional governing structures provide.*

---

<sup>17</sup> ISGUG, p. 16.

<sup>18</sup> *Ibid.* p. 17.

The ISGUG is right that collective bargaining cannot deal with all issues of governance. But, more than 40 years of experience since Duff-Berdahl should have opened our eyes to the limitations of what can be done through senates. This does not mean that we abandon them. It does mean that we should be realistic about what can be achieved in that venue and turn our attention systematically to the collective bargaining arena as a principal focus for our governance work.

At its heart, collective bargaining is about limiting the unilateral powers of the employer. As we teach in introductory collective bargaining, the employer has all the rights except those that are taken away by statute or by collective agreements. The central problem in post-secondary institutional governance right now is the growing concentration of power and control in the offices of the central administration. Spurred by demands to be more “business-like” in their management style, university administrators are increasingly calling into question the traditional structures of collegial governance.<sup>19</sup>

Our main success in countering this power grab has been through collective bargaining. We need to be more explicit in considering how we can use the collective bargaining arena to secure governance rights. This means recognizing gains made already and developing a plan for helping associations to build on provisions they have and to make advances in new areas. The following is a partial list of collective bargaining clauses that set limits on the unilateral ability of administration to set educational policy. Most collective agreements cover most of these areas, although the language could be strengthened in the majority of cases. Other areas are not common and should be explored in future rounds of bargaining.

- policy change only with agreement of the association
- financial exigency
- program redundancy
- academic freedom
- promotion and tenure
- complement
- intellectual property
- justice and dignity
- selection of senior administrators
- appointments
- workload
- administration of academic sub-units
- grievance and arbitration
- employment equity

---

<sup>19</sup> One of the most interesting struggles is at Cambridge where the faculty collectively have final authority. See also Robert Birnbaum, *Management Fads in Higher Education: Where They Come From, What They Do, Why They Fail*. San Francisco: Jossey-Bass, 2000.

Examples of good language in each of these areas are in the attached appendices. Where a local association has no language on a given item, they can use the attached appendices to guide them in developing new proposals to put forward. CAUT also has some model clauses for which links are listed in the appendices. Where a local has provisions currently, they can review their language in relation to that suggested here so they can develop proposals to strengthen their language in the next round of bargaining.

### **Concluding Remarks**

For many years, some have suggested that collective bargaining is antithetical to collegial governance. The ISGUG made clear that was not the case. But no one has systematically explored how to make collective bargaining the principal vehicle for the achievement of real collegial governance. By focussing on some areas within the purview of senates that cannot be effectively dealt with in collective bargaining, we have too long ignored what is staring us in the face – the disappointing reality of senates. They are fine in theory but not in practice. We have tried for more than 40 years to make them work better. Consistent with Pavlov’s findings about the power of inconsistent reinforcement, the occasional “victories” in senates have kept us faithful despite the depressing reality that led, occasionally, to inquiries like Duff-Berdahl and ISGUG.

In the meantime, and as almost incidently, our collective bargaining has given faculty significant power with respect to many aspects of institutional decision-making. It is time we recognize that collective bargaining is our best bet. We must continue to work through senates, doing what we can, but we also must now explicitly realize and acknowledge that collective bargaining should be our primary way to protect and extend collegial governance.

### **Recommendations**

1. Revise the CAUT Policy Statement on University Governance to reflect the sentiments expressed in this paper. The revised statement should be brought to Council for consideration.
2. Assign staff resources to assist faculty associations in reviewing and strengthening their collective agreement language on the topics highlighted in the final version of the discussion paper.
3. Make governance a topic for a future Chief Negotiators’ Workshop and for a future Collective Bargaining Conference.

# APPENDICES

**Appendix A**  
**Policy Change Only with Agreement of the Association**

Some associations have negotiated provisions that prevent the administration from changing university policies without the consent of the faculty association. Two examples are:

***Article 4 Past Practices***

*4.1 With respect to matters not covered by this Agreement, the Board of Governors shall not diminish or impair during the term of this Agreement any benefit or privilege respecting terms or conditions of employment provided by official University by-laws or policies as of the effective date of this Agreement.*

*4.2 Subject to conditions hereinafter set forth, the Board agrees that, during the term of this Agreement, it shall not establish new by-laws or policies which effect a general change in terms or conditions of employment of Members, without the agreement of the Association.*

*This section is subject to the following conditions:*

*4.2.1 the provision of support services (other than those that are the subject of this Agreement or any letters of understanding collateral to this Agreement or as required by law) including, but without limiting the generality of the foregoing, telephone services, telecommunication services, office supplies, photocopying and other duplicating services and support staff shall not be considered a term and condition of employment for the purposes of this article; and*

*4.2.2 the Board is not obligated to replace any Member who leaves the University as the result of retirement, leave, suspension, termination, death or dismissal.*

*4.3 Where a Member seeks to rely on any general past practice or policy as a term and condition of employment, the onus shall be on that Member to establish the existence of such practice or policy as being reasonable, certain and known.*

**University of Manitoba and the University of Manitoba Faculty Association, 1987-1990**

## **Appendix B Financial Exigency**

Financial exigency provisions are to ensure that any attempt to restructure the institution through the termination or laying off of academic staff as a result of alleged serious financial difficulties can only occur if a commission on which the faculty association has significant representation confirms the situation after having access to all the necessary financial documentation. The financial exigency provisions also specify how any reduction in staff is to occur if a state of financial exigency is confirmed by the commission.

### ***Article 24 - Financial Exigency***

*24.1 No Member shall be terminated, dismissed or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for financial reasons except in accordance with this Article. Members may be laid off in accordance with this Article if a state of financial exigency has been declared by the Board according to the procedures contained in this Article. A state of financial exigency is defined as a situation in which the University faces substantial and potentially chronic financial losses which threaten the continued functioning of the University unless the budgetary allocation for salaries and benefits of Members is reduced.*

*24.2 In the event that the Board considers that a financial exigency exists within the meaning of 24.1, it shall give notice to the Association within 5 days that it intends to act in accordance with the procedures set out below. As of the date of such notice, Members may have contracts renewed, but no new appointments may be made, that is, no person shall be appointed to a position in the Bargaining Unit covered by this Agreement. As of the date of such notice, the University undertakes to make no additional appointments to the administrative complement.*

*24.3 Within 10 days of giving notice that it considers a financial exigency exists, the Board shall forward to the Association all financial documentation relevant to the proposed state of financial exigency. The documentation shall be sufficiently detailed that by usual accounting principles a state of financial exigency can be evaluated.*

*24.4 Within 15 days of the notice specified in clause 24.2 above, the Board shall establish a Financial Commission which shall review the material on the state of financial exigency and either:*

- (a) verify to the Board that it confirms the existence of such a financial exigency; or*
- (b) report to the Board that such a financial exigency does not exist.*

*24.5 The Financial Commission shall consist of five (5) members, two (2) of whom shall be appointed by the Board, and two (2) of whom shall be appointed by the Association. An independent chair shall be selected by the other four (4) members of the Commission, and in the event the other members of the Commission cannot agree on a chair, the chair shall be named by the Senior Ontario Court (General Division) Judge presiding in Kitchener. No member of the Financial Commission shall be a government official.*

*24.6 The University shall cooperate with the Financial Commission in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Financial Commission whether a state of financial exigency exists within the meaning of this Article.*

*24.7 The Financial Commission shall establish its own procedures.*

*24.8 The Financial Commission shall invite and consider submissions on the University's financial condition. It shall consider:*

- (a) whether the University's financial position constitutes a genuine financial crisis that involves a deficit for at least one financial year which is projected by generally accepted accounting principles to continue, and constitutes a problem sufficiently grave that the University's continued functioning would be endangered unless the budgetary allocation for salaries and benefits of Members is reduced;*

*(b) whether the reduction of the number of Members and/or the reduction in the salaries and benefits of Members is a reasonable way to effect a cost saving given the primacy of academic goals within the University;*

*©) whether other means of achieving savings have been explored and utilized;*

*(d) whether every reasonable effort has been made to secure further assistance from the provincial government and to improve the University's revenue position by any other means including borrowing and the disposal of assets not essential to the functioning of the University;*

*(e) whether enrolment projections are consistent with the intended reduction in the complement of Members;*

*(f) whether all other means of reducing the complement of Members including voluntary early retirement, voluntary resignation, voluntary transfer to Reduced Load status, and redeployment have been considered and utilized; and,*

*(g) any other matters that it considers relevant to the proposed financial exigency. The Financial Commission shall answer each of (a) to (f) above, as well as any other specific questions that arise under (g).*

*24.9 The Financial Commission shall make its report to the Board within 3 months of its appointment. If the Financial Commission verifies that there is a state of financial exigency, it shall recommend the amount of reduction in expenditure that is required. It shall also recommend the proportion of that reduction that will be achieved by laying off Members, or by other means of reduction in expenditures on Members' salaries and benefits.*

*24.10 When the report of the Financial Commission verifying that a financial exigency exists is made known to the Association, the Association shall invite Members to recommend proposals for the use of voluntary measures to bring about savings in expenditures for Members' salaries and benefits.*

*24.11 If the Financial Commission verifies that a financial exigency exists, a 30 day period shall elapse before any procedures for lay offs are invoked. During that period, the Parties shall meet and consider the recommendations of the Commission with respect to the implications of the financial exigency. It shall be open to the Parties, notwithstanding any provisions to the contrary of this Agreement, to renegotiate provisions of this Agreement bearing directly on salaries and benefits, or to reach other mutually acceptable emergency methods of reducing expenditures that could avert lay offs or decrease the number of lay offs. Reductions in salaries and benefits of Members shall not exceed the amount of such reductions in salaries and benefits recommended by the Financial Commission pursuant to 24.9.*

*24.12 If, pursuant to 24.11, the Parties fail to reach agreement on measures to reduce salaries and benefits within 30 days of the report of the Financial Commission, the University may reduce the budgetary allocation for salaries and benefits of Members in accordance with the procedures set out below. Reductions in salaries and benefits of Members shall not exceed the amount of such reductions in salaries and benefits specified by the Financial Commission pursuant to 24.9.*

*24.13 In the event that the Financial Commission has found that no financial exigency exists in the sense of 24.8, the Board shall be precluded from invoking the provisions of this Article for the lay off or reduction in the salaries and benefits of Members for 12 months from the date of the report of the Commission.*

*24.14 Seniority shall be established by the date upon which continuous employment with the University commenced. Seniority shall not be affected by leave taken in accordance with this Agreement or leave taken under any previous terms and conditions of employment.*

24.15 Members who are to be laid off under this Article shall be provided with written notice of the reasons. Lay offs under this Article shall not be treated or recorded as dismissals for cause. Members shall be laid off in the following order:

(1) Members who are on Limited Term Appointments;

(2) Members holding Provisional Appointments;

(3) Members holding Candidacy, Continuing, and Tenured Appointments.

Within the above categories, the order of lay off shall be based on reverse seniority. If two (2) or more Members have equal seniority, the order of seniority will be decided by lot. Under category (3) Members holding Candidacy, Continuing, and Tenure Appointments, an exception to the order of reverse seniority may be made under the following conditions:

(a) where the continued existence of an academic program requires the retention of the services of a Member who would otherwise be chosen for lay off under this provision; or

(b) where designated groups, as defined under 22.2.3, in an academic unit or sub-unit, are under-represented or would become under-represented.

24.16 After the selection of the Members who are to be laid off, but prior to the implementation of such lay offs, the University shall make every reasonable effort to secure positions elsewhere in the University, including administrative positions, for those individuals who are to be laid off. Individuals who accept such alternative employment shall be given the opportunity to retrain for their new duties, and the University shall pay any necessary and related tuition fees. Any transfer to another academic unit or sub-unit shall require the written consent of the Member and the consent of Members in the receiving unit or sub-unit. The consent of this academic unit or sub-unit shall not be unreasonably withheld. Rank, Reference Salary, benefits and seniority shall be transferred with the Member or Members. Any transfer of a Member to an administrative position outside of the Bargaining Unit shall be on terms and conditions satisfactory to the Member and the University, and the Member shall retain recall rights pursuant to 24.19, 24.20 and 24.21.

24.17

(a) For each Member serving or having contracted to serve on a Limited Term or a Provisional Appointment who is selected for lay off, the University shall provide the lesser of 6 months' written notice of the proposed date of lay off or 6 months' salary in lieu of notice, or notice that the University will honour all contractual obligations to the Member but that no subsequent appointment will be offered.

(b) For each Member who is serving or has contracted to serve in a Candidacy, Tenured, or Continuing Appointment who is selected for lay off, the University shall provide:

(i) 15 months' written notice of the proposed date of lay off or 15 months' salary in lieu thereof or a combination of salary and notice totalling 15 months; and,

(ii) one month's salary for each year of service in the University, which shall be no less than 6 months' salary for Members with Tenure or Continuing Appointments, to a maximum of 24 months. Pursuant to the above, all payments shall be based on the individual's annual Reference Salary at the date of lay off.

24.18 Members who are laid off, or who voluntarily accept Reduced Load appointments, or who are transferred to a position outside of the Bargaining Unit shall have, for a period of 4 years from the date of lay off, a right of first refusal for any post in their former academic unit or sub-unit, unless the University can substantiate that the post is so specialized that it cannot be filled by the candidate or by a re-arrangement of the duties of other Members of the

same academic unit. The University shall be entitled to send any such notice to the Member's last known address by registered mail. It shall be the Member's obligation to inform the University of his/her then current address. In addition, each Member who is laid off shall have a right of first refusal for any other vacant post in the University for which he/she is qualified.

24.19 Individuals who are recalled pursuant to 24.18 shall have up to 2 months following receipt of notice to accept such recall offer, and a reasonable period, not to exceed 12 months, to terminate alternative employment and take up the offered post. Failure to accept recall is deemed to be a resignation. Members on lay off who are subsequently recalled shall repay any portion of the allowance pursuant to 24.17 which exceeds the salary they would have received had they continued to occupy their normal positions in the University.

24.20 Each Member who is recalled to an area or post which is not within his/her original discipline retains a full right of first refusal for any opening in his/her original discipline.

24.21 Members who are laid off shall enjoy full access to University facilities, including office and laboratory space, as and when available, and reasonable access to library and computer services until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. In addition, laid off Members, their spouses and their dependants shall receive full tuition waivers for any courses taken at the University during the same period.

24.22 While a Member is on lay off under the provisions of this Article, the University will not contribute towards pensions and benefits but will permit and facilitate continuance of any coverage if available and if desired by the Member who will pay the applicable premiums.

24.23 The cost of the Financial Commission established under this Article shall be borne by the University.

**Wilfrid Laurier University and the Wilfrid Laurier University Faculty Association,  
2002-2005**

The CAUT model clause on financial exigency can be found at:

[http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc\\_exigency.asp](http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc_exigency.asp)

**Appendix C**  
**Program Redundancy**

Language on program redundancy prevents the administration from cancelling an academic program when such cancellation results in the transfer, lay-off, termination, or other undesirable change in the terms and conditions of employment of academic staff.

**Article 23 Program Redundancy**

23.1 *The University may implement a program redundancy, as defined in 23.3, only on the recommendation of Senate, and only for academic reasons under 23.5.*

23.2 *Subject to 11.1.2 of this Agreement, and the provisions of this Article, the Parties recognize the authority of Senate to restructure the University's academic programs by introducing new programs, by changing existing programs, or by cancelling programs. No Member shall either:*

*(a) be transferred except in accordance with Article 35.4 or this Article; or*

*(b) be laid-off, terminated, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for academic reasons except in accordance with this Article.*

23.3 *Program Redundancy refers to the cancellation of an academic program when such cancellation results in the transfer (except in accordance with 35.4), lay-off, termination, or other detrimental change in the terms and conditions of employment of a Member. An academic program is one or more of:*

*(a) a group of courses approved by Senate which may lead to a diploma, certificate, or degree;*

*(b) an academic unit or sub-unit which delivers such a group of courses;*

*©) a research program;*

*(d) an academic unit or sub-unit which is responsible for a research program; or*

*(e) any other academic unit or sub-unit to which Members are assigned.*

23.4 *If the University proposes to declare a program redundancy, it shall inform Senate and the Association in writing, and provide a copy of the plan for the program redundancy, a detailed statement of the academic reasons for such a proposal, and its reasons for believing that the transfer or lay-off of Members of the academic unit or sub-unit affected may be required.*

23.5 *Program redundancy may be declared only for bona fide academic reasons as determined by Senate. If low student enrolment is argued as a bona fide academic reason, it must be demonstrable that a major decline has occurred which has produced a condition of low enrolments for at least three consecutive years, and there is no reasonable probability of an increase in enrolment over the next three years.*

23.6 *As of the date of the notice given in 23.4, in the academic unit or sub-unit in which the redundancy is proposed and in related units and sub-units, Limited Term Appointments shall be allowed to expire, and the University shall impose a moratorium on the hiring of new Members in those academic units and sub-units until a negative finding of the Redundancy Committee or Senate under 23.14, or until the transfers and lay offs under 23.17 have taken effect. During the same period, the University shall not create any new administrative positions which would be excluded from other collective agreements to which the University is bound.*

23.7 Upon receipt of the notification in writing under 23.4, Senate shall institute a Redundancy Committee, as provided for under 23.8, with the mandate to determine if bona fide academic reasons exist for the declaration of a program redundancy under 23.13.

23.8 The Redundancy Committee shall consist of the following:

(a) two (2) members appointed by the University;

(b) two (2) members appointed by the Association;

©) an independent non-voting chair selected by the other four members of the Committee.

In the event that no agreement can be reached on an independent chair, then the Committee shall include three representatives from the University and three representatives from the Association, with the Committee chaired jointly by one representative of the Association and one representative of the University. No member of the Redundancy Committee shall belong to the academic unit or sub-unit affected by the proposed redundancy, nor shall any member of the Committee have participated in the preparation of the University's proposal under 23.4.

23.9 the Redundancy Committee shall meet within 10 days of its appointment and shall establish its own procedures.

23.10 The University shall cooperate with the Redundancy Committee in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Committee whether bona fide academic reasons exist for a declaration of program redundancy.

23.11 The Redundancy Committee shall provide all interested persons or groups with a full opportunity to make submissions prior to formulating its report to Senate.

23.12 Within 40 working days of its first meeting, the Redundancy Committee shall submit a written report to Senate with a copy to the Association.

23.13 The Redundancy Committee shall determine whether:

(a) bona fide academic reasons exist for the declaration of a program redundancy; or

(b) bona fide academic reasons do not exist for the declaration of a program redundancy.

23.14 If the Redundancy Committee reports to Senate that bona fide academic reasons do not exist for a declaration of program redundancy, no further action shall be taken. If the Redundancy Committee reports that bona fide academic reasons exist for a program redundancy, Senate may confirm or reject the finding of the Committee.

23.15 if the Redundancy Committee and Senate declare that bona fide academic reasons exist for a declaration of program redundancy, the President or designate shall prepare a detailed plan for the implementation of the program redundancy proposed under 23.4. This plan shall be in accordance with the terms of this collective agreement, shall affect Members' terms and conditions of employment only to the extent necessary to alleviate the academic problem identified under 23.4, and shall be based on sound academic reasons. The plan shall include:

(a) a list of Members affected by the redundancy;

(b) a list of academic and administrative positions to which each such Member could be transferred with or without retraining, considering his/her academic and professional qualifications;

©) a list of all other options other than lay-off, including but not limited to research/study leaves, voluntary early retirement, voluntary resignation, voluntary transfer to Reduced Load status, and redeployment;

*(d) a statement whether the options under (b) and ©) above satisfy the requirements of the redundancy plan; and,*

*(e) if the options under (b) and ©) do not meet the requirements of the redundancy plan, a list of Members to be laid-off, with a statement of the academic and professional reasons why each individual Member is selected for lay-off. Where a Member consents in writing to the lay-off a statement of academic and professional reasons need not be given.*

*23.16 Within 20 days of the Senate recommendation under 23.14, the redundancy plan under 23.15 shall be sent to the Association for comment. The Association shall make its comments in writing to the President within 20 days of receipt of the redundancy plan.*

*23.17 Within 20 days of receipt of the Association's comments, and with due consideration of these comments, the President shall present to both the individual Members concerned and the Association the plan for the transfer, retraining, or lay off of Members. Members may be transferred, retrained, or laid-off only in accordance with the provisions of this collective agreement.*

*23.18 Members made redundant by a program redundancy shall be transferred to or retrained for other academic or administrative positions in the University. Such transfer shall be subject to the provisions of 23.19 and 23.20. Lay off of Members for academic program reasons may occur only if no suitable positions are available through transfer or retraining considering their academic and professional qualifications.*

*23.19 The Member or Members may be transferred to another unit or sub-unit in the University for which he/she is qualified only with his/her written consent and with the consent of the Members in the unit or sub-unit to which the redundant Member is to be transferred. The consent of this academic unit or sub-unit shall not be unreasonably withheld. Rank, Reference Salary, benefits and seniority shall be transferred with the Member or Members. Any transfer of a Member to an administrative position outside of the Bargaining Unit shall be on terms and conditions satisfactory to the Member and the University. A Member transferred under this Article shall retain recall rights pursuant to 24.18, 24.19 and 24.20. If recalled to a position in the Bargaining Unit, the Member's category of appointment and rank shall be reinstated. The Member shall receive credit for years of service, and the Member's Reference Salary shall be restored including all increments and adjustments which would have accrued while the individual was excluded from the Bargaining Unit.*

*23.20 When retraining is approved by the University, and the Member and Members in the unit or sub-unit to which the Member is to be transferred have agreed on the transfer, a position shall be reserved for the Member until the training period is complete and the Member assumes his/her position in the new unit or sub-unit. If the retraining is approved by the University, the University shall pay all reasonable costs relating to the plan of retraining.*

*23.21 If no transfer is available or if a proposed transfer is refused, the University shall provide each such Member who is to be laid off or who resigns with the same provisions as under Article 24, specifically under 24.17, 24.18, 24.19, and 24.20.*

*23.22 Members who are laid off shall enjoy full access to University facilities, including office and laboratory space, as and when available, and reasonable access to library and computer services until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. In addition, laid off Members, their spouses and their dependants shall receive full tuition waivers for any courses taken at the University during the same period.*

*23.23 While a Member is on lay off under the provisions of this Article, the University will not contribute towards benefits but will permit and facilitate continuance of any coverage if desired by the Member who will pay the applicable premiums.*

23.24 *The cost of the Redundancy Committee established under this Article shall be borne by the University.*  
**Wilfrid Laurier University and the Wilfrid Laurier University Faculty Association,  
2002-2005**

*The CAUT model clause on program redundancy can be found at:*  
[http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc\\_redundancy.asp](http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc_redundancy.asp)

## **Appendix D Academic Freedom**

Collective agreement language on academic freedom protects the academic foundation of the institution. It defines the concept, obligates the administration and the board to respect academic freedom rights of academic staff, and provides appeal rights in the event that there are alleged violations.

### **Article 14 Academic Freedom**

#### **14.1 Generally:**

*(a) The unimpeded search for knowledge and its free expression and exposition are vital to a University and to the common good of society.*

*(b) Members have the right to academic freedom which shall include the freedom, individually or collectively, to develop and transmit knowledge and opinion through research, study, discussion, documentation, production, creation, teaching, lecturing and publication, regardless of prescribed or official doctrine, and without limitation or constriction by institutional censorship.*

*©) The Parties agree to uphold and to protect the principles of academic freedom, not to infringe upon or abridge academic freedom as set out in this Article, and to use all reasonable means in their power to protect that freedom when it is threatened.*

**14.2 Academic freedom includes the following interacting freedoms: freedom to teach, freedom to research, freedom to publish, freedom of expression, freedom to acquire materials. Academic freedom ensures that:**

*(a) Members teaching courses have the right to the free expression of their views, and may choose course content, use teaching methods and refer to materials without censorship or reference or adherence to prescribed doctrine.*

*(b) Members have the freedom to carry out scholarly research without reference or adherence to prescribed doctrine.*

*©) Members have the right to publish the results of their research without interference or censorship by the institution, its agents or others.*

*(d) Members have the right to freedom of expression, including the right to criticize the government of the day, the administration of the institution, or the Association.*

*(e) Members have the freedom to exercise professional judgment in the acquisition of materials, and in ensuring that these materials are freely accessible to all for bona fide teaching and research purposes, no matter how controversial these materials may be.*

**14.3 Academic freedom does not require neutrality; rather, it carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, publication and other forms of scholarly expression in an honest search for knowledge.**

*Academic freedom does not confer legal immunity; nor does it diminish the obligation of Members to meet their responsibilities to the University. In the exercise of academic freedom, Members shall respect the academic freedom of others.*

### **Queen's University and the Queen's University Faculty Association, 2002-2005**

The CAUT model clause on academic freedom can be found at:

[http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc\\_acadfreedom.asp](http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc_acadfreedom.asp)

**Appendix E  
Promotion and Tenure**

Collective agreement provisions can ensure that promotion and tenure decisions are made in a collegial process, following clear procedural rules and providing appeal rights if the rules are not followed.

***Article 15 Promotion & Tenure of Faculty***

*15.1.1 Promotion in rank, from Lecturer to Assistant Professor, from Assistant Professor to Associate Professor, and from Associate Professor to Professor, is a recognition of the Member's growth and development as a teacher and scholar, and of his or her service to the University and the academic community.*

*15.1.2 Tenure signifies the right of a Member to permanency of appointment which may be terminated only through:*

*(a) resignation;*

*(b) retirement;*

*©) reasons of program redundancy as provided for under Article 23 or financial exigency as provided for under Article 24;*

*(d) dismissal for just cause as provided under Article 26.*

*15.1.3 Decisions on the granting of tenure and the awarding of promotions in rank to Members shall be made by the Board upon the recommendation of the President who in making his/her recommendation shall consider, among other things, the recommendations of:*

*(a) the Department (or equivalent) Appointment and Promotions Committee and,*

*(b) the Senate Promotion and Tenure Committee.*

*15.2 Progression to Promotion:*

*15.2.1 With the exception of 15.7.3 and 15.7.6, application for promotion is initiated by the individual Member through the chair of the relevant Appointment and Promotion Committee in accordance with clause 15.4.*

*15.2.2 With the exception of 15.7.3 and 15.7.6, a Member shall not be considered for promotion without his/her consent.*

*15.3 Progression to Tenure:*

*15.3.1 A Member holding a Candidacy Appointment, as defined in clause 13.3, must be considered for tenure not later than the third year of his/her Candidacy Appointment. When a Member has been considered for tenure, he/she must be notified of the decision on or before December 15 of the academic year in which he/she was considered.*

*15.3.2 In particular cases, an Appointment with Tenure may be a Member's initial appointment. In such cases, the Department (or equivalent) Appointment and Promotion Committee and the Senate Promotion and Tenure Committee shall assess the candidate's qualifications, and make a recommendation to the President prior to his/her recommendation to the Board.*

15.3.3 *The Senate Promotion and Tenure Committee shall not consider a Member's application for tenure unless he/she has received a Candidacy Appointment, except as provided in 15.3.2. The normal time for tenure consideration is during the third year of a Candidacy Appointment, but a Member is entitled to be considered for tenure during any year of his/her Candidacy Appointment. The Member who chooses to be considered for tenure prior to the final year of his/her Candidacy Appointment shall not be required to adduce qualifications beyond those normally considered appropriate for tenure, nor shall the Senate Promotion and Tenure Committee lower its standards to accommodate such a candidate. A Member initiates the procedure towards early tenure consideration in accordance with clause 15.4.*

15.3.4 *At the beginning of the academic year, the Dean shall notify a Member in the third year of a Candidacy Appointment, and the Chair of his/her academic sub-unit or unit, of the forthcoming tenure hearing. The notification shall advise the Member of the date by which an application shall be submitted in accordance with clause 15.4.*

15.3.5 *A Member holding a Candidacy Appointment may apply and be considered for tenure only once.*

15.4 *Procedures of Department (or Equivalent) Appointment and Promotion Committee:*

15.4.1 *Application for promotion and/or tenure shall be made in writing by the Member, and shall be sent to the chair of the appropriate Appointment and Promotion Committee on or before the date specified in clause 15.6.6. The application shall be accompanied by a curriculum vitae, a copy of all scholarly publications listed in the curriculum vitae, a teaching dossier as described under 31.5, and such other documentation as the Member considers as evidence of fulfilment of the criteria. A Member applying for tenure does not need to file a separate application for promotion to Associate Professor. At the same time, the Member shall forward a copy of the letter of application to the Dean for information. The Member shall provide the Department (or equivalent) Appointment and Promotion Committee with sufficient information for the Committee to make an evaluation and recommendation with respect to the criteria.*

15.4.2 *The Chair or Dean, as appropriate, shall forward the application, supporting documentation, and a copy of the Member's Official File to the appropriate Department (or equivalent) Appointment and Promotion Committee within 5 days of receipt of an application. Applications for promotion to the rank of Professor shall include external reviews as specified in 15.4.4. Constituted in accordance with 13.10.1, the Committee shall base its recommendation upon the information and documentation provided for in clauses 15.4.1 and 15.4.2.*

15.4.3 *The Member shall be invited to appear before the Department (or equivalent) Appointment and Promotion Committee and to present any further evidence and/or supporting information, oral and/or written, he/she deems appropriate. The Department (or equivalent) Appointment and Promotion Committee shall request from the Member any further information it deems necessary or relevant to make a recommendation. The Member shall have the right to be accompanied by a representative of his/her choice. The Department (or equivalent) Appointment and Promotion Committee shall assess the Member's overall record of performance using the appropriate conditions and criteria pursuant to this Article. In the event any negative information is presented to the Committee, the Member shall be provided with such information in writing and shall be provided, (prior to any vote being taken by the Committee) with a reasonable opportunity of responding to such negative information. A recommendation of the Department (or equivalent) Appointment and Promotion Committee shall be based only on documentation presented pursuant to this clause and clauses 15.4.1, and 15.4.2. The report of the Department (or equivalent) Appointment and Promotion Committee shall include a numerical record of the vote upon which the recommendation is based.*

15.4.4 A recommendation for promotion from Associate Professor to Professor usually requires that a Member's scholarly or professional achievements be of sufficient significance to be recognized outside of as well as within the University community:

(a) Accordingly the Department (or equivalent) Appointment and Promotion Committee will solicit written appraisals of the candidate's scholarship or professional achievement from at least three (3) referees who are familiar with the candidate's work. At least two (2) of the referees shall not be employed by this institution. Also at least two (2) of the referees shall be chosen from a list furnished by the candidate at the time of application for promotion to Professor.

(b) By November 15, the Department Chair or equivalent shall have confirmed the availability of referees, and shall forward to each referee a copy of the candidate's curriculum vitae and other relevant material. The referee shall be requested to respond within 4 weeks. Upon receipt, the references shall be placed in the confidential portion of the Member's Official File.

15.4.5 The Member shall be informed of the Appointment and Promotion Committee's recommendation by the same date that the recommendation is forwarded to the Senate Committee (specified in 15.6.6), and be provided with a numerical record of the vote upon which the recommendation is based, and a written statement of reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the conditions and criteria for tenure and promotion. At the same time, the Committee shall forward a copy of the recommendation to the Dean for information.

15.4.6 By the date specified in clause 15.6.6, the chair of the Appointment and Promotion Committee shall forward the application and supporting documentation, the Committee's report and recommendation as per 15.4.5, and copies of all correspondence with the applicant and referees to the Vice-President: Academic, the chair of the Senate Promotion and Tenure Committee. The chair of the Senate Promotion and Tenure Committee shall distribute all such material to the Committee members within 5 working days of the date of receipt specified in 15.6.6.

15.5 Procedures of the Senate Promotion and Tenure Committee:

15.5.1 The Senate Promotion and Tenure Committee is chaired by the Vice-President: Academic, and reports its recommendations on specific promotion and tenure cases to the President.

15.5.2 The Senate Promotion and Tenure Committee shall consist of nine (9) voting members as follows: the Vice-President: Academic, who shall chair the committee; the Dean of Graduate Studies and Research; the Dean of the Member's Faculty; one Dean appointed by the Vice-President: Academic; and five (5) tenured Faculty Members to be elected for two-year terms by the University Faculty Council. One Faculty Member shall be from each of the Faculties of Arts, Science, Music, Social Work, and the School of Business and Economics. In addition, the University Faculty Council shall elect, on the same basis as the elected members, five (5) tenured Faculty Members as alternates, to serve for the remainder of the academic year, in the event that an elected Faculty Member is unable to carry out required Committee responsibilities. No Faculty Member shall be a member of the Senate Promotion and Tenure Committee during the academic year in which he/she is to be considered for promotion.

Pursuant to 22.3.3 (b), the Committee shall also include one non-voting member as an employment equity representative.

The Vice-President: Academic shall designate one Dean to serve as an alternate. The alternate member shall serve only when one of the Deans is unable to carry out Committee responsibilities. When the Vice-President: Academic is unable to carry out Committee responsibilities, the President shall designate a replacement and the Dean of Graduate Studies and Research shall serve as chair.

15.5.3 *The Member's Chair shall be present for the Senate Promotion and Tenure Committee's discussion and shall provide any further information the Committee deems necessary to make a recommendation.*

15.5.4 *The Senate Promotion and Tenure Committee shall request from the Member any further information it deems necessary to make a recommendation. The Member shall be invited to appear before the Committee, or if the Member prefers, he/she shall be allowed to make written submissions to the Committee for the purpose of presenting any further information, oral and/or written, he/she deems appropriate. In the event any negative information is presented to the Committee, the Member shall be provided with such information in writing and shall be provided (prior to any vote being taken by the Committee) with a reasonable opportunity of responding to such negative information. In appearing before the Committee, the Member shall have the right to be accompanied by a representative of his/her choice.*

15.5.5 *The Senate Promotion and Tenure Committee's recommendation shall be based only on documentation presented and the evidence heard, and the recommendation of the Department (or equivalent) Appointment and Promotion Committee. The Senate Promotion and Tenure Committee's recommendation shall include a numerical record of the vote upon which the recommendation is based.*

15.5.6 *The Senate Promotion and Tenure Committee shall keep an Official Record of minutes. At the conclusion of a Committee's deliberations, the minutes shall be placed in a file in the Vice-President: Academic's office. Included in the minutes shall be records of all Senate Promotion and Tenure Committee's recommendations and the reasons for them as well as a numerical record of all votes.*

15.5.7 *Voting:*

(a) *Ten (10) members constitute a quorum; all nine (9) voting members shall vote on any application.*

(b) *All voters shall vote yea or nay.*

(c) *A secret ballot shall be used.*

(d) *The motion shall be framed in the affirmative: That the candidate be granted promotion or tenure.*

(e) *The Committee's recommendation shall be determined by a simple majority and failure to obtain a majority on the motion results in the defeat of the motion and a negative recommendation shall go forward.*

(f) *The ballots shall be the official record of the vote and shall not be destroyed until a final decision is made on the Member's application for promotion or tenure.*

15.6 *Action Subsequent to Voting:*

15.6.1 *By the date specified in clause 15.6.6, the Member, the Member's Dean, and Chair shall be informed of the Senate Promotion and Tenure Committee's recommendation, including a numerical record of the vote upon which the recommendation is based, and a written statement of reasons for that recommendation. If the recommendation is not unanimous, the statement shall include reasons supporting and opposing the recommendation. Such reasons shall relate only to the conditions and criteria for tenure and promotion.*

15.6.2 *By the date specified in clause 15.6.6, the Vice-President: Academic shall forward a report to the President which report shall include the application for promotion and/or tenure, as appropriate, together with documentation presented, the Department (or equivalent) Appointment and Promotion Committee's recommendation, as described in 15.4.5, and the Senate Promotion and Tenure Committee's recommendation as described in 15.6.1. If either or*

both of these recommendations are not unanimous, the material forwarded to the President shall include the statement(s) of the reasons supporting and opposing the recommendation.

15.6.3

(a) The President, after preparing and submitting his/her recommendation to the Board shall forward a copy to the Member together with reasons for the recommendation.

(b) The President shall submit his/her recommendation to the Board at the first reasonable opportunity following receipt of the recommendation of the Senate Tenure and Promotion Committee.

©) The recommendation of the President or his/her failure to make a recommendation to the Board under this clause 15.6.3 shall be subject to the grievance and arbitration procedures set forth in Article 27 of this Agreement.

15.6.4 Within 5 working days of the Board's decision, or at the latest by the date specified in clause 15.6.6, the President or his/her designate shall give the Member formal notice of the granting or denial of promotion and/or tenure. Tenure appointments and promotions for Members shall be effective July 1 following the Board's decision, except as provided under the provisions of 15.7.3.

15.6.5 If the Board denies tenure, the employment of the Member by the University shall terminate at the end of the Member's Candidacy Appointment.

15.6.6 With the exception of alternative dates established by the mutual consent of the applicant and the University, the final dates for application and for each step of the assessment process for promotion and tenure, including the final recommendations of each assessment level pursuant to the preceding clauses of this Article, shall be as set out in the table below:

	Tenure & Promotion*	Promotion to Professor
Member's Application	September 15	November 1
Dept. Committee to Senate Committee	October 15	March 15
Senate Committee to Member	November 15	May 15
Senate Committee to President	November 15	May 15
Board Decision	December 15	June 1

\*refers to Promotion from Lecturer to Assistant, and from Assistant to Associate Professor

15.7 Criteria for Tenure and Promotion:

15.7.1 With the exception of automatic promotion to Assistant Professor provided for in clause 15.7.3, candidates for tenure and promotion shall be assessed in each of the following 3 categories:

1. Teaching
2. Scholarship
3. Academic, Professional and University Community Service

15.7.2 *The varied nature of the academic and professional disciplines within the University requires flexibility in the nature, assessment and weighting of the criteria for tenure and promotion. Boundaries between categories are not always clear-cut, and the following descriptions of categories are intended only as guidelines for the assessment of Members. Such considerations in the assessment of candidates include the principle of equity in tenure and promotion as set out in 22.3.3. Requirements for tenure and/or promotion of a Member who has taken a leave under the provisions of 32.1, 32.3, or 32.5, or extended an appointment under the provisions of 32.6.2, are the same as for a Member who has not done so.*

*(a) Teaching:*

*A necessary requirement for tenure or for promotion to any rank is demonstrated competence and responsibility in teaching and a commitment to the facilitation of student learning. Teaching performance which is superior to the necessary requirement counts additionally in the candidate's favour.*

*(b) Scholarship:*

*A necessary requirement for tenure or for promotion to any rank is evidence of scholarly activity and achievement, or creative work in the performing and fine arts, and recognition of one's work by academic peers. Evidence of scholarship or its equivalent includes:*

*(I) a commitment to continuing growth in the Member's academic discipline and to intellectual and/or artistic pursuits generally, receipt of research and publication grants and academic research activity which has resulted in the presentation or publication of findings in a credible academic forum.*

*(ii) imaginative and innovative contributions in the performing and creative arts such as commissioned works, publication of artistic and literary works and musical compositions, presentations, performances and shows presented in a credible artistic forum.*

*(iii) publications, including textbooks and case studies, which may not result from original research but which constitute valuable or creditable additions to the discipline.*

*(iv) scholarly activity derived from the Member's expertise and recognition by one's peers including: book reviews, principal editorship of a journal, the refereeing of manuscripts and proposals for publishers, periodicals, and research agencies, and service as external examiners on graduate theses.*

*©) Academic, Professional and University Community Service:*

*A consideration for tenure or promotion to any rank is evidence of active participation in the corporate life of the University community. Such contributions include service on University and Association committees, assistance and leadership in departmental administration, and contributions to the intellectual and cultural life of the campus. In addition academic and professional service includes: contributions to professional or learned societies through service on the government or other commissions in a professional capacity, consulting work which involves more than the routine application of the existing body of knowledge, and contributions in a professional capacity to the community-at-large and to cultural, community and service organizations.*

*15.7.3 If a Member is appointed at the rank of Lecturer and is working to complete the requirements for a terminal degree at an academic institution approved by the University, the Member will automatically be promoted to the rank of Assistant Professor upon successful completion of these requirements and receipt by the Vice-President: Academic of official notice that said degree will be conferred.*

*15.7.4 Tenure shall be granted when there is consistent evidence of satisfactory academic performance, demonstrated professional growth, and the promise of future development. The criteria for tenure are:*

*(a) a satisfactory record as a teacher;*

*(b) a satisfactory record of scholarly activity and achievement, or creative work in the performing and fine arts, to be normally demonstrated by presentation or publication in a credible academic, artistic or professional forum;*

*©) a satisfactory record of academic, professional and university community service.*

*A demonstrated record of excellence in teaching may be used to lessen the usual standards required in scholarly or creative work. In the same way, an exceptional record of scholarly or creative work may be used to lessen the standards usually applied under criteria (a) and ©).*

*15.7.5 A Member holding the rank of Lecturer may apply for promotion to the rank of Assistant Professor, and shall be eligible for promotion upon the demonstration of a satisfactory record of scholarly, professional or creative work in lieu of an earned doctorate or equivalent professional qualification.*

*15.7.6 The criteria for promotion to Associate Professor are the same as those for granting tenure. Consequently, when a Member holding the rank of Assistant Professor is granted tenure, the individual shall be promoted to the rank of Associate Professor. However, promotion to the rank of Associate Professor does not result in the granting of tenure.*

*15.7.7 Members without tenure shall have completed at least 4 years of service at the rank of Assistant Professor before being eligible for promotion to the rank of Associate Professor. Candidates for the rank of Professor shall have completed at least 5 years at the rank of Associate Professor before being eligible for promotion to the rank of Professor. Previous service, and rank attained, at other universities shall be given due consideration when an individual applies for tenure or promotion at the University.*

*15.7.8 A recommendation for promotion from Associate Professor to Professor usually requires that a Member's scholarly or creative achievements be of sufficient significance to be recognized outside of as well as within the University community, but notwithstanding the provisions above, sustained excellence in teaching and/or academic service, together with a satisfactory record of scholarly or creative work, shall make a Member eligible for promotion to Professor.*

## Appendix F Complement

Collective agreement language can set out the limits on the administration with respect to what categories of academic staff it can hire (often referred to as “complement” language) and, as in the St. Mary’s example below, can prohibit contracting out academic staff work. The purpose is to ensure that the academic mission of the institution is not compromised by administration staffing decisions. While complement language is common, St. Mary’s has negotiated an effective way to ensure the provisions are respected (see Article 4.8).

### 4.5 Technical Information

*The Employer shall make available to the Union, on request, the following information: salaries and ranks of employees, full budgets approved annually by the Board of Governors, annual financial statements of the University, and copies and contractual arrangements of pension and other benefit plans. It shall consider other requests for information. It is understood and agreed that information provided will be held in confidence.*

*4.6 Except to the extent and to the degree agreed upon by the Employer and Union, no work ordinarily performed or which could be performed by an Employee covered by this agreement shall be performed by another employee of the Employer or by a person who is not an employee of the Employer. This provision shall not exclude the appointment of part-time faculty in accordance with Article 10.1.21 nor the awarding of academic credit through articulation agreements or joint degree programs that have been approved by Senate, or transfer credits that are approved through procedures approved by Senate.*

*4.7 With respect to the percentage of credit courses taught by full-time vs part-time faculty:*

*(a) In each academic year, the full teaching capacity of the authorized full-time faculty allotment including overloads as defined in 15.1.12(m) shall be greater than 70% of the total number of credit courses (FCEs) offered by the University.*

*i) Full teaching capacity shall be determined by summing the standard teaching loads assigned to each authorized faculty position, including overloads, as defined in Article 15.1.12, excluding any reduction(s) in a member’s standard teaching load that has been granted for research or administrative purposes.*

*(b) No later than February 1 the University shall provide the Union with a list of courses and lab sections taught, together with the names of instructors and the provision of Article 10 under which each instructor held an appointment.*

*4.8 In the event that the full teaching capacity of the authorized full time faculty allotment falls below the level required under 4.7(a), the University shall authorize an appointment or appointments under Article 10.1.23 sufficient to restore the percentage to at least the required level, taking into account any additional positions that have been authorized under 10.1.10(a) and (b). In the allocation of the additional appointments the needs of those academic units whose full teaching capacity falls most below 70% shall be taken into account. The academic units receiving such appointments may proceed to fill those positions for the following academic year.*

**Saint Mary’s University and Saint Mary’s University Faculty Union, 2003-2006**

## **Appendix G Intellectual Property**

Academic staff cannot protect their role in setting the academic direction of the institution if they do not retain right to the intellectual property they produce in the course of their work.

### ***15.4 Intellectual Property, Patents and Copyright***

*15.4.01 Intellectual property means any result of intellectual or artistic activity, created by an Employee, that can be owned by a person. This includes, but is not limited to, inventions, publications, computer software, works of art, industrial or artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.*

*15.4.02 Any provisions of Article 15.4 shall apply to joint creators of a piece of intellectual property, on a pro rata basis.*

*15.4.03 All intellectual property is owned by the Employees who create it except in those cases:*

*(a) Where there is a written contract to the contrary between the creator, the Employer, and/or a third party which assigns the ownership rights of the intellectual property to the Employer or the third party; or*

*(b) Where the Employer provides funds, resources, and facilities to the Employee beyond those required for the payment of the Employee's salary and benefits, for the provision of a normal academic environment in which to work, and for the performance of a regular workload by the Employee, in which case, the Employee shall agree to share ownership rights of the intellectual property with the Employer.*

*15.4.04 The Employer shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of an Employee without the Employee's written consent.*

*15.4.05 The Union shall be given copies of the agreements or contracts specified in Article 15.4.03 within 10 days of their conclusion. The nature and content of these agreements or contracts will remain confidential.*

*15.4.06 In recognition of the Employer's commitment to scholarship, including teaching, research, and publication activities:*

*(a) The Employer agrees that Employees have complete intellectual and artistic freedom in the creation of intellectual property and the unqualified right to disseminate by any means whatsoever the intellectual property which they own; and*

*(b) The Employee shall grant to the Employer a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for internal, non-commercial educational and research purposes, all intellectual property developed by Employees with the use of the Employer's time, facilities, and resources.*

*15.4.07 In the event that the ownership rights of intellectual property become a matter of dispute, the matter shall be submitted to mediation before an individual experienced in such matters and mutually agreed upon by the Employer and the Union. If a satisfactory resolution is not provided by mediation, the matter may be submitted directly to arbitration as specified in Article 22.6.*

*15.4.08 In the event that either the Patent or Copyright Acts of Canada are amended to the extent that Article 15.4 requires revision, the parties shall re-open the negotiation of Article 15.4 by mutual agreement.*

*15.4.09 Patents*

*The Employer and the Union agree that Employees have no obligation to seek patent protection for the results of their work or to modify research to enhance patentability; nor is the Employer under any obligation to exploit any potentially patentable discoveries or creations arising out of any Employee's work.*

*15.4.10 Potentially patentable discoveries or creations arising out of any Employee's work shall be disclosed to the Employer prior to public disclosure. The purpose for such disclosure is to allow the Employer to determine if it has ownership rights or obligations to a third party under Article 15.4.03.*

*15.4.11 In those cases where Article 15.4.03 does not apply to potentially patentable discoveries or creations, the Employer and the Employee who owns the intellectual property may enter into an agreement to pursue a patent application in the name of the Employee. The cost of this process shall be paid by the Employer. The Employee and the Employer shall share in the net proceeds on a case-by-case basis, but in no case shall the Employee receive less than 50%. "Net proceeds" means the proceeds after deduction of all costs incurred by the Employee and/or the Employer for patent searches, for obtaining patent protection and for maintaining said protection in Canada and other countries.*

*15.4.12 In the event that the Employee and the Employer enter into an agreement pursuant to Article 15.4.11 but are unable to agree to an income sharing arrangement as specified in Article 15.4.11, the matter will be referred to mediation and arbitration pursuant to Article 15.4.07. Either the Employee or the Union may have carriage of the dispute.*

*15.4.13 In the event that the Employer elects not to pursue a patent application on behalf of an Employee within forty-five (45) days following disclosures made under Article 15.4.10, Employees shall have the right to make their own arrangements for patent protection at their own expense and shall be entitled to all the proceeds therefrom.*

*15.4.14 The Employer waives, disclaims and abandons any interest in or claim to any invention, improvement, design or development made by Employees without the use of the Employer's time, resources, or facilities.*

*15.4.15 In all circumstances where an Employee wishes to use the Employer's time, resources, and facilities exclusively for development or production of potentially patentable discoveries and creations, the Employee shall enter into a written agreement with the Employer as specified in Article 15.4.03 which details the specific provision and use of funds, equipment, facilities, and resources; and which also delineates any assignment of intellectual property rights that may be related to the potential discoveries or creations.*

*15.4.16 In the case of Employees who have written arrangements with the Employer prior to the coming into effect of this Article with respect to patents, such arrangements shall continue until they naturally expire. Any renewal of such agreements must be made in accordance with the terms of Article 15.4.*

*15.4.17 Copyright*

*In accordance with Article 15.4.03, and as provided for by the Copyright Act of Canada, an Employee who is the creator, the author or the first person bringing the work into existence is the first owner of copyright in the work.*

*15.4.18 Copyright applies to all original scholarly, scientific, literary, dramatic, musical and artistic and recorded works. Such works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic composition, choreographic works, cartographic materials, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs; live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.*

15.4.19 *The Parties agree that the copyright to all forms of scholarly, scientific, literary, dramatic, musical, artistic and recorded works shall be retained by the Employees responsible for the creation of the work. The Employer acknowledges that it has no interest in and makes no claim to any copyright for works created by a member except as set out in Article 15.4.20.*

15.4.20 *The Employee shall share copyright with the Employer when:*

- (a) The Employer provides direct support for the creation of the work as specified in Article 15.4.03(b); or*
- (b) The Employer directly commissions the work or enters into an agreement under Article 15.4.03(a).*

15.4.21 *Otherwise than as specifically agreed to by the Employee in writing, all agreements for the provision of direct support of commission shall provide that the Employee responsible for the creation of the work shall retain the exclusive right to revise, rework, or amend any work.*

15.4.22 *To encourage harmony with the principle of first owner's rights, such rights will be relinquished in proportion to the direct support provided by the Employer to a maximum of one half (50%). More specifically, any direct support beyond one half (50%) of the rights vested in the first owner shall constitute a commission.*

15.4.23 *Any assignment of first owner's rights which is greater than one half (50%) shall be distinguished from an agreement for direct support and shall be deemed a commission.*

15.4.24 *In the event that the Employer or assignee relinquishes his or her rights in any work, all economic and moral rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.*

**Saint Mary's University and the Saint Mary's University Faculty Union,  
2003 - 2006**

*The CAUT model clause on copyright (one aspect of intellectual property) can be found at:  
[http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc\\_copyright.asp](http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc_copyright.asp)*

## **Appendix H Justice and Dignity**

Collective agreements ensure that academic staff are treated by clearly specified procedures, with clear appeal rights, in the event any disciplinary initiatives are undertaken against them by the administration.

### **45.00 Discipline**

#### *45.1 General*

*45.1.1 The Parties support the principle of progressive discipline and will make their best effort to:*

*(a) bring unacceptable conduct to the attention of the Member in a manner that will assist the Member to correct his/her behaviour; and*

*(b) provide a reasonable time for the member to correct the conduct in question.*

*45.1.2 A Member may be disciplined only for just and reasonable cause. Such disciplinary action shall be just and appropriate to the seriousness of the violations.*

*45.1.3 The principles of natural justice pertain to all matters under this Article.*

*45.1.4 On receipt of a complaint about a Member alleging conduct that may lead to disciplinary proceedings, the Members Dean or University Librarian or equivalent or designate must first conduct an investigation as per this Article (45.2).*

*45.1.5 Where a Dean or University Librarian or equivalent or designate believes that third party mediation would be efficacious, he/she will recommend that course of action.*

*45.1.6 All complaints about a member alleging conduct that may lead to disciplinary proceedings or actions preceding discipline shall be copied to the Faculty Association.*

*45.1.7 Layoff, as provided for in Article 9 and Article 10 of this Agreement, is not dismissal for the purposes of this Article.*

*45.1.8 The only disciplinary measures that may be taken by the University are the following:*

*(a) a letter of reprimand;*

*(b) suspension with pay;*

*(c) suspension without pay;*

*(d) dismissal for cause.*

*45.1.9 All disciplinary measures are grievable. In all cases the burden of proof is upon the University.*

*45.1.10 In all dealings with the University on matters of discipline including meetings and investigations preceding discipline, the Member shall have the right to be accompanied by someone of the Member's choosing; at the Member's option, this may be someone appointed by the Association.*

45.1.11 *If a Member is unable to act on his/her own behalf because of a bona fide medical disability, he/she may be represented by an advocate.*

45.1.12 *A Member may not be disciplined for violation of a rule, regulation, or instruction unless that rule, regulation, or instruction:*

*(a) is reasonable;*

*(b) does not contravene the provisions of this Agreement; and*

*(c) has been promulgated and communicated by the appropriate authority.*

45.1.13 *Medical disability shall not be cause for reprimand, suspension, or dismissal. Cases involving the inability of a Member to perform duties by reason of illness or disability shall be treated separately from cases for disciplinary measures. If illness or disability is proven, leave shall be granted under the sick leave and/or long term disability provisions of this Agreement.*

45.1.14 *In exceptional cases, where the University believes a Member's actions might normally warrant discipline, but believes that these actions may be due to illness or disability and the Member has not sought medical advice, the University may require that she/he undergo a medical examination by a physician(s) designated by the University.*

*(a) If the Member in such a case challenges the determination of the physician designated in the above paragraph, the advice of a second physician of the Member's choice shall be obtained.*

*(b) If the physicians disagree, the Parties to this Agreement shall agree to an additional physician, who shall adjudicate and decide on the matter.*

45.1.15 *If a Member is relieved from duties pending the outcome of the physician examining procedures above, the Member shall receive full salary and benefits.*

#### *45.2 Action Preceding Discipline*

45.2.1 *Any alleged behaviour or event giving the Member's Dean or Program Chair or the University Librarian or equivalent concern that a situation exists which may lead to disciplinary proceedings against a Member shall be investigated by the Member's Dean or University Librarian or equivalent, it being understood that a properly conducted investigation shall not constitute a disciplinary action, and as such is not grievable.*

45.2.2 *In conducting any investigation, the Dean or University Librarian or equivalent shall:*

*(a) communicate in writing any complaint to the Member within six days after learning of the complaint, with confidentiality safeguards where appropriate;*

*(b) provide the Member with an opportunity to respond to the complaint, by meeting or by submission of materials, or both;*

*(c) respect all provisions of this Agreement;*

*(d) notify the Member as promptly as is reasonable of the reasons for and the nature of the investigative action being undertaken;*

*(e) inform the Member of the results of the investigation within six days of such results being known; and (f) take reasonable steps to maintain the confidentiality of the investigative process and its findings, until the imposition of discipline, if any, unless such confidentiality places a Member, or any other person at risk.*

*45.2.3 After being informed of the results of an investigation, a Member shall, in all cases, have the right to meet with the Dean or University Librarian or equivalent, to provide explanations and to make submissions, before any disciplinary measure is imposed.*

*45.2.4 Before any disciplinary measure is imposed, the Member, Dean, University Librarian or equivalent or designate will have the opportunity to resolve the complaint using alternative dispute resolution processes, including where possible the services of a mediator.*

*45.2.5 When the alleged cause is deficiency in the performance of workload duties the Member must be accorded a reasonable opportunity to correct the deficiency before any disciplinary measure is imposed.*

*45.2.6 When the alleged cause is of a type for which a separate institutional policy forms part of this Agreement, the procedures of such policy will be followed.*

*45.2.7 Except for action taken under Article 45.5, all disciplinary action shall be initiated within thirty days of the notification referred to in Article 45.2.2 (d).*

#### *45.3 Letters of Reprimand*

*When the Dean of a Member's College, or the University Librarian or equivalent, where appropriate, is satisfied after proper investigation that there is cause to issue a letter of reprimand to a Member, the Dean or University Librarian or equivalent shall recommend to the President that a letter of reprimand should be written. If the President determines that a letter of reprimand is required, she/he will give written notification to the Member by receipted registered mail or equivalent. A letter of reprimand must be clearly identified as a disciplinary measure, and must contain a clear statement of the reasons for imposing discipline. A copy of the letter of reprimand will be placed in the Member's OPF .*

*45.3.1 Any Letter of Reprimand or other record of disciplinary action placed in a Members OPF shall be removed upon the request of the Member after three years from the date when the action was taken unless the conduct that was the subject of the disciplinary action has been repeated within such three-year period.*

#### *45.4 Suspension*

*45.4.1 Suspension is the act of the University in relieving a Member of all or a portion of her/his University duties, and/or privileges, and/or compensation, for cause.*

*45.4.2 When the President is satisfied that there is cause to justify that a Member be suspended, the President shall give written notification to the Member by receipted registered mail or equivalent of the dates of commencement and termination of the suspension and the conditions of the suspension, together with a written statement of the reasons. The President shall forward a copy of the notification to the Association and place it in the Member's OPF.*

#### *45.5 Dismissal for Cause*

*45.5.1 Dismissal for cause means the termination of a Member's appointment by the University of the Member, as follows:*

*(a) for Tenured Members or Continuing Members before retirement, or;*

*(b) for Tenure-Track or for all other Members, before the end of their appointment contract.*

*45.5.2 When the President is satisfied that there is cause to dismiss a Member, the President shall forthwith notify the Member by receipted registered mail or equivalent of her/his intention to proceed to the Board of Governors with a recommendation for dismissal with a detailed written statement of reasons for the recommendation. Upon approval of the Board of Governors a letter of dismissal shall be sent to the Member with a copy to the Association.*

#### *45.6 Action Subsequent to Notification of Reprimand, Suspension, or Dismissal*

*45.6.1 If, within twenty days of receipt of the written notice of reprimand, suspension or dismissal, the Member grieves, and the grievance proceeds to arbitration, the following procedures shall apply.*

*(a) Pursuant to Article 44.8 (Arbitration), the Parties agree that a single arbitrator shall be utilized, and that both Parties shall expedite the hearing of the matter so that a decision shall be rendered within at most sixty days from the end of the hearing.*

*(b) In the case of suspension without pay, the University shall continue to pay the Member's salary, salary increases and benefits until the decision of the Arbitrator is received. If the grievance is dismissed by the Arbitrator, the suspension without pay shall be imposed and served.*

#### *45.7 Criminal Charges and Conviction*

*The Parties recognize that action of a Member may result in disciplinary action or criminal action or both. The Parties further recognize that a criminal charge or conviction is not in itself necessarily grounds for discipline or dismissal. Any disciplinary action which follows from the event(s) that gave rise to the charge or conviction or from the charge or conviction in itself shall be subject to all the protection of this Agreement.*

#### *45.8 Emergency Powers*

*45.8.1 The President may exercise emergency powers to relieve a Member of some or all of the Member's duties, and remove some or all of the Member's privileges, by written notice, only when:*

*(a) an investigation which may lead to the imposition of discipline on the Member is underway; and*

*(b) the President has reasonable grounds for concern that a failure to use such emergency powers could result in significant harm to another person or to the property of the institution.*

*45.8.2 The exercise of these emergency powers is not deemed to be a suspension for the purposes of this Article, and shall be grievable with respect to Article 45.6.1 (b) as provided for in Article 44.*

**University of Northern British Columbia and the University of Northern British  
Columbia Faculty Association, 2001-2004**

CAUT model clauses dealing with justice and dignity can be found at:

[http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc\\_security.asp](http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc_security.asp)

[http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc\\_suspension.asp](http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc_suspension.asp)

**Appendix I**  
**Selection of Senior Administrators**

Academic staff rights in university governance, including their role in the selection of senior administrators, have been specified in binding collective agreement language.

**Article 11 University Governance**

**11.1 Board of Governors and Senate:**

*11.1.1 The Association acknowledges the rights, powers and responsibilities of the Board as established by statute, by-law, and practice, except as such rights, powers and responsibilities may have been specifically abridged, delegated, or modified, by the Certification Order or this Agreement. The Board shall exercise those rights, powers, and responsibilities in a manner which is fair, reasonable and consistent with the provisions of this Agreement.*

*11.1.2 The Parties acknowledge the rights, powers and responsibilities of the Senate as established by statute, by-law, and practice, except as such rights, powers and responsibilities may have been specifically abridged, delegated, or modified, by the Certification Order or this Agreement. The Senate shall exercise those rights, powers, and responsibilities in a manner which is fair, reasonable and consistent with the provisions of this Agreement.*

*11.1.3 Except where modified by this Agreement, existing Board and/or Senate policies relating to terms and conditions of employment which are reasonable, certain, and known, and which were in force at the date of the ratification of this Agreement or during the preceding academic year shall continue during the term of this Agreement. The onus of establishing an existing policy within the meaning of this clause shall rest on the party or person alleging the existence of such policy. Either party may seek interpretation of an existing policy relating to terms and conditions of employment by referring any such matter to the Joint Liaison Committee as established in Article 5 of this Agreement.*

**11.2 Collegiality:**

*11.2.1 The University acknowledges the rights and responsibilities of Members to participate in the formulation and/or recommendation of academic policies and procedures within the University through duly constituted collegial bodies and committees. The involvement and participation of Members in the selection of senior academic administrators is accepted and supported by the University.*

*11.2.2 Pursuant to 11.2.1, the composition and procedures of search committees of University officers who are ex-officio members of Senate, except for the chair of the Board and the Chancellor, shall be in accordance with the provisions set in 11.2.4, 11.2.5, and 11.2.6.*

*11.2.3 If, during the term of this Agreement, the University creates new officers who are ex-officio members of Senate, the procedures for the search committee for such an officer shall be in accordance with 11.2.4 and 11.2.6, and the composition of the search committee shall be subject to the agreement of the Parties.*

**11.2.4 Procedures of Search Committees:**

*(a) Meetings may be attended by members by telephone conference or video conference. When a vote is conducted a member attending by telephone conference or video conference will cast his/her ballot by personal and confidential fax. A quorum for the Search Committee shall be two-thirds of the voting members.*

*(b) Subject to the provisions governing renewal of an appointment, all decisions of Search Committees shall be taken by majority vote. In voting on the renewal of an appointment or on any motion to recommend a candidate for appointment, abstentions are not allowed and a secret ballot shall be used. With the exception of the Search Committee for President, the chair of the Committee shall not participate in such voting, but shall cast a vote to confirm or veto the Committee's recommendation of a candidate for the office. Proxy votes shall not be used. In the event of a tie vote which means the Committee cannot recommend a single candidate as specified under 11.2.4 (g), the meeting shall be adjourned, and another meeting shall be scheduled at which another vote shall be held. If this second vote also results in a tie and no recommendation, then, to overcome the procedural impasse, the chair shall cast a vote. The chair retains the right to confirm or veto the recommendation of the Committee arrived at through this procedure.*

*(c) Search Committees shall take appropriate steps to advertise the position and to invite nominations and applications.*

*(d) Once appointed to the Search Committee, a member cannot apply or be considered for the position.*

*(e) All nominations and applications shall be reviewed and considered under a set of criteria established by the Search Committee and a short list of candidates shall be interviewed.*

*(f) The Search Committee shall provide opportunity for relevant groups and individuals, as determined by the Committee, to meet with the short-listed candidates.*

*(g) The Search Committee shall recommend one candidate for appointment. In forwarding its recommendation to the President, Senate or Board as appropriate, the Committee shall include a report describing the procedures followed, the number of candidates considered and the recommendation.*

*(h) At the conclusion of an initial five-year term of office, subject to (i) below, an incumbent may be recommended for a further five-year appointment. The Committee shall interview the incumbent and shall invite representations from members of the university community. A recommendation for renewal without competition requires the support of at least sixty percent of those voting. If there is not a positive recommendation for renewal, search procedures shall be instituted.*

*(i) If the incumbent holds a Tenured or Continuing Appointment and has completed two terms of office, a search shall be undertaken and the incumbent may stand for a third term in competition with other candidates for the office, but the incumbent may not stand for a fourth term.*

*(j) On those matters not set out above, the Search Committee shall establish its own procedures.*

#### *11.2.5 Search Committees for Senior Administrative Officers:*

*(a) President:*

*The membership of the Search Committee for President shall be composed of 15 voting members as follows:*

*The chair of the Board who shall chair the committee;*

*3 external members of the Board of Governors;*

*1 staff member;*

*1 undergraduate student;*

*1 graduate student;*

*2 members holding the office of Vice-President or Dean or University Librarian;*

*6 Members with Tenured or Continuing Appointment elected by the University Faculty Council.*

*The procedures for recommendation and appointment of the President shall be in accordance with 11.2.6.*

*(b) Vice-President: Academic:*

*The membership of the Search Committee for the Vice-President: Academic shall be composed of 18 voting members as follows:*

*The President who shall chair the committee;  
2 external members of the Board of Governors;  
2 members holding the office of Dean or University Librarian;  
1 undergraduate student;  
1 graduate student;  
1 staff member;  
8 Members with Tenured or Continuing Appointment elected by the University Faculty Council, with one representative from the Faculty of Arts, one representative from the Faculty of Science, one representative from the School of Business and Economics, one representative from the Faculty of Music, one representative from the Faculty of Social Work, one representative from the Brantford Campus\*, one representative from the Library, and one representative elected at large; and  
2 Senate Members elected by Senate.*

*(c) Vice-President: Finance and Administration:*

*The membership of the Search Committee for the Vice-President: Finance and Administration shall be composed of 17 voting members as follows:*

*The President who shall chair the committee;  
3 external members of the Board of Governors;  
2 members holding the office of Dean or University Librarian;  
3 staff members;  
1 undergraduate student;  
1 graduate student;  
4 Members with Tenured or Continuing Appointment elected by the University Faculty Council; and  
2 Senate Members elected by Senate.*

*(d) Vice-President: University Advancement:*

*The membership of the Search Committee for the Vice-President: University Advancement shall be composed of 16 voting members as follows:*

*The President who shall chair the committee;  
2 external members of the Board of Governors;  
1 member holding the office of Dean or University Librarian;  
1 undergraduate student  
1 graduate student  
2 staff members;  
1 Alumni representative;  
5 Members with Tenured or Continuing Appointment elected by the University Faculty Council; and  
2 Senate Members elected by Senate.*

*e) Deans of Faculties:*

*(i) Dean of the School of Business and Economics:*

*The Search Committee for the Dean of the School of Business and Economics shall be composed of the following 14 voting members:*

*The Vice-President: Academic who shall chair the committee;*

*1 external member of the Board of Governors;*

*1 Dean from another academic unit;*

*1 undergraduate student from the School of Business and Economics;*

*1 graduate student from the School of Business and Economics;*

*1 staff member;*

*6 Faculty Members as follows:*

*The Chair of the Department of Economics;*

*The Chair (or equivalent) of the Department of Business; i.e., one of the two Associate Deans, chosen by a means to be determined by a meeting of full-time Faculty Members of the Department chaired by the Vice-President: Academic;*

*3 tenured Faculty Members from the Department of Business elected by the full-time Faculty Members of the Department at a meeting chaired by the Vice-President: Academic;*

*1 tenured Faculty Member from the Department of Economics elected by the full-time Faculty Members of the Department at a meeting chaired by the Vice-President: Academic; and*

*2 Senate Members elected by Senate.*

*In the event that the Chair (or equivalent) of the Department of Business or Economics is ineligible to serve on the Committee, the designate for the Department Chair shall be elected by the full-time Faculty Members of the Department at a meeting chaired by the Vice-President: Academic.*

*(ii) Dean of the Faculty of Music:*

*The Search Committee for the Dean of the Faculty of Music shall be composed of the following 12 voting members:*

*The Vice-President: Academic who shall chair the committee;*

*1 external member of the Board of Governors;*

*1 Dean from another academic unit;*

*1 student from the Faculty of Music;*

*1 staff member;*

*5 tenured Faculty Members from the Faculty of Music elected by the Music Faculty Council; and*

*2 Senate Members elected by Senate.*

*(iii) Dean of the Faculty of Social Work:*

*The Search Committee for the Dean of the Faculty of Social Work shall be composed of the following 12 voting members:*

*The Vice-President: Academic who shall chair the committee;*

*1 external member of the Board of Governors;*

*1 Dean from another academic unit;*

*1 student from the Faculty of Social Work;*

*1 staff member;*

*5 tenured Faculty Members from the Faculty of Social Work elected by the Social Work Faculty Council; and*

*2 Senate Members elected by Senate.*

*(iv) Dean of the Faculty of Arts:*

*The Search Committee for the Dean of the Faculty of Arts shall be composed of the following 14 voting members:*

*The Vice-President: Academic who shall chair the committee;*  
*1 external member of the Board of Governors;*  
*1 Dean from another academic unit;*  
*1 undergraduate student from the Faculty of Arts;*  
*1 graduate student from the Faculty of Arts;*  
*1 staff member;*  
*6 tenured Faculty Members elected from and by the full-time faculty of the Faculty of Arts of whom two (2) and only two shall be Department Chairs. No more than one faculty representative shall be from any one department;*  
*2 Senate Members elected by Senate.*

*(v) Dean of the Faculty of Science:*

*The Search Committee for the Dean of the Faculty of Science shall be composed of the following 14 voting members:*

*The Vice-President: Academic who shall chair the committee;*  
*1 external member of the Board of Governors;*  
*1 Dean from another academic unit;*  
*2 students from the Faculty of Science. Undergraduate and graduate students are eligible for these positions. No more than one student representative shall be from any one department;*  
*1 staff member;*  
*6 tenured Faculty Members elected from and by the full-time faculty of the Faculty of Science of whom two (2) and only two shall be Department Chairs. No more than one faculty representative shall be from any one department;*  
*2 Senate Members elected by Senate.*

*(vi) Dean of Graduate Studies and Research:*

*The Search Committee for the Dean of Graduate Studies and Research shall be composed of the following 12 voting members:*

*The Vice-President: Academic who shall chair the committee;*  
*1 external member of the Board of Governors;*  
*1 Dean from another academic unit;*  
*1 student from the Faculty of Graduate Studies;*  
*1 staff member;*  
*5 tenured Faculty Members elected by the University Faculty Council, with one representative from each of the Faculties of Arts, Science, Music, Social Work and the School of Business and Economics;*  
*2 Senate Members elected by Senate.*

*(vii) Dean of the Brantford Campus:*

*The Search Committee for the Dean of the Brantford Campus shall be composed of the following 13 voting members:*

*The Vice-President: Academic who shall chair the committee;*  
*1 external member of the Board of Governors*  
*1 Dean from another academic unit;*  
*1 undergraduate student enrolled at the Brantford Campus;*  
*the Director of Continuing Education;*

*6 tenured Faculty Members elected by the University Faculty Council of whom four (4) shall be elected from the Brantford Campus\*;*

*2 Senate Members elected by Senate.*

*(f) The University Librarian:*

*The Search Committee for the University Librarian shall be composed of the following 16 voting members*

*The Vice-President: Academic who shall chair the committee;*

*1 external member of the Board of Governors;*

*1 Dean;*

*1 undergraduate student;*

*1 graduate student;*

*1 staff member;*

*1 faculty member from the Waterloo Lutheran Seminary;*

*7 Librarian Members with Continuing Appointment elected by the Library Council, at least one of whom shall be a librarian responsible for the Brantford collection; and*

*2 Senate Members elected by Senate.*

*(g) The Registrar:*

*The Search Committee for the Registrar shall be composed of the following 13 voting members:*

*The Vice-President: Academic who shall chair the committee;*

*2 Deans;*

*1 student;*

*1 staff member;*

*6 tenured Faculty Members elected by the University Faculty Council, with one person elected from each of the Faculty of Arts, the Faculty of Science, the School of Business and Economics, the Faculty of Music, the Faculty of Social Work, and the Brantford Campus\*; and*

*2 Senate Members elected by Senate*

*(h) Assistant Vice-President Student Services/Dean of Students*

*The Search Committee for the Assistant Vice-President Student Services/Dean of Students shall be composed of the following 16 voting members:*

*the President who shall chair the committee;*

*1 external member of the Board of Governors;*

*1 Dean of an undergraduate academic unit;*

*1 Director chosen from among the Directors reporting to the Assistant Vice-President Student Services/Dean of Students;*

*3 undergraduate students;*

*1 graduate student;*

*1 staff person from the units reporting to the Assistant Vice-President Student Services/Dean of Students;*

*5 tenured Faculty Members elected by the University Faculty Council including one from the Brantford Campus\*;*

*2 Senate Members elected by Senate.*

*(i) The Director of Information Technology Services:*

*The Search Committee for the Director of Information Technology Services shall be composed of the following 17 voting members:*

*The Vice-President: Academic who shall chair the committee;*

*1 external member of the Board of Governors;*

*1 Dean;*

*the Registrar;*

*the University Librarian;*

*2 students (1 undergraduate and 1 graduate);*

*2 staff members from ITS;*

*2 staff members selected from Finance and Administration, Human Resources, Alumni and Development;*

*4 Members with Tenured or Continuing Appointment elected by the University Faculty Council; not more than one of these Members shall be from: the School of Business and Economics, the Faculty of Arts, the Faculty of Science, the Faculty of Music, the Faculty of Social Work, the Brantford Campus\*, the Library; and*

*2 Senate Members elected by Senate.*

*(j) \*The Parties agree that, until July 1, 2004, Faculty Members holding Candidacy Appointments at the Brantford Campus are eligible for election by University Faculty Council to search committees requiring a faculty representative from the Brantford Campus.*

#### *11.2.6 Procedures for Senate Advice in the Selection of University Officers:*

*The President is appointed by the Board, following advice by the Senate. The Senate shall receive a report from the search committee, and meeting in camera as a committee of the whole, the Senate shall determine its advice which shall be transmitted to the Board.*

*In the case of all other appointments under 11.2.2, the Senate shall elect two Senate Members to serve on the relevant search committees. These two Members shall be full members of the committee.*

*In the case of appointment of the Vice-Presidents, the Registrar, the Assistant Vice-President Student Services/Dean of Students, and the Director of Information Technology Services, any Member who is a member of Senate is eligible to serve as a Senate representative. For committees appointed to search for the Dean of the Faculty of Arts, the Dean of the Faculty of Science, the Dean of the Faculty of Music, the Dean of the Faculty of Social Work, the Dean of the Brantford Campus, the Dean of the School of Business and Economics, and the University Librarian, the two elected Members from Senate shall be from an academic unit other than the one for which the Dean or University Librarian is being sought. In the case of the Dean of Graduate Studies and Research, at least one of the Faculty Members elected as a Senate representative shall be from an academic unit or sub-unit which does not have a graduate program.*

*When a Search Committee has completed its deliberations, it will submit a report to Senate. Senate will meet in camera as a committee of the whole, and shall determine its advice which shall be transmitted to the Board.*

*11.2.7 The Parties support the continued inclusion of Librarian Members as full members of the University Faculty Council in accordance with the Minute of the University Senate of May 10, 1990.*

#### *11.3 Library Council:*

*11.3.1 In fulfilment of the principle of collegial governance stated in 11.2.1, the Library Council shall establish its own policies and procedures including the measures set out below.*

11.3.2 *The Library Council shall be composed of:(a) the University Librarian, who shall be an ex-officio non-voting member and chair of the Council;(b) all department heads;(c) all full-time professional librarians; and(d) two part-time professional librarians elected by the part-time professional librarians.*

11.3.3 *An official record of the proceedings of the Library Council shall be kept and an annual report of the Council's activities shall be made to the Senate by the University Librarian.*

11.3.4 *A secretary shall be elected from the Librarian Members to record the minutes of meetings and to assist in the preparation of agendas for meetings. The election shall be held at the first meeting of the Council in the fall term, and the term of office shall be for one year.*

11.3.5 *The Library Council shall meet at least once in each of the 3 academic terms, and shall:(a) consider and make recommendations to the University Librarian and the Senate Library Committee on library policy;(b) receive reports on the activities of the various library departments;(c) hear reports on developments in the library and information fields in general and, in particular, in the library systems of Ontario universities, and discuss the implications of such developments for the University Library;(d) pursuant to 11.3.3, make an annual report to Senate on the Council's activities;(e) consider future directions of library service and operations;(f) consider any other matters the Council deems relevant to the administration and policies of the library.*

11.3.6 *The University Librarian shall consult with the secretary of the Library Council in the preparation of the agenda, and copies of the agenda and supporting materials shall be sent by the University Librarian to members of the Library Council at least 2 days prior to a Council meeting.*

11.3.7 *A meeting of the Library Council shall be held at the call of the University Librarian, or on written request to the secretary by not fewer than 5 members of the Library Council with a copy to the University Librarian.*

**Wilfrid Laurier University and Wilfrid Laurier University Faculty Association, 2002-2005**

## **Appendix J Appointments**

The selection of academic staff, to a large extent, determines the academic character and future of any post-secondary institution. Collective agreement language can provide clear specification of the procedural context for such selection as well as entrench the role of academic staff in the selection process.

### ***Article 7 Appointment of Faculty members***

*7.01 The primary objective in recruiting is to develop the best possible teaching and research programmes for the University.*

*7.02 Appointments of Faculty Members shall be tenure-track, tenured, teaching term or regular term, as specified in Articles 11 and 23. The appointment of all Faculty Members except for any Faculty Members appointed to the Office of the Dean of Science as of September 1, 1999 shall be made to one (1) or more Academic Units and shall be made subject to the provisions of this Article unless otherwise specified in this Collective Agreement.*

#### *Initiating Appointments*

*7.03 When an Academic Unit wishes to make an appointment, it shall be initiated as follows:*

*The Administrative Head shall formulate to his or her immediate administrative superior a request for approval to fill a position following Collegial Consultation with the ASMs in the Academic Unit concerning the nature of the appointment. In the case of an appointment to a College Programme Unit, the Administrative Head's decision to seek an appointment shall follow Collegial Consultation with the Programme Chair and other members of the Programme Unit concerned. In Counselling at the College, the Principal shall define the nature of the appointment following consultation with the Counselling Faculty Members at the College and in the Counselling Centre.*

*If the Vice-President (Academic) accepts the request of the Dean, Director, Principal, or Associate Executive Director of the Fisheries and Marine Institute, the Administrative Head shall meet and consult with the Search Committee, and shall determine the wording and placement of the advertisement. The consultation process shall include a formal vote by the Search Committee.*

#### *Formation of Search Committees*

*7.04 Normally, Search Committees shall be formed within each Academic Unit with respect to each appointment. However, the Faculty Members within an Academic Unit or College Programme Unit may decide by formal vote that a single committee shall be established to take responsibility for some or all appointments over the course of that Academic Year. Such a formal vote shall be carried out, following discussion, at a meeting of Faculty Members who were notified of the meeting and the topic of discussion in advance. All Faculty Members in the Academic Unit or College Programme Unit shall be notified of the result of the vote.*

*7.05 At the College, if an appointment is to be made to a discipline represented in a College Programme Unit(s), the Search Committee shall be established with ASMs from the College Programme Unit(s) concerned; otherwise, the Search Committee shall be established from among ASMs in the appropriate Division, and include one (1) or more of the members, if any, of the relevant discipline.*

*7.06 Search Committees shall consist of five (5) Faculty Members, three (3) of whom shall be elected by the Faculty Members from within the Academic Unit(s) or College Programme Unit(s) and two (2) of whom shall be appointed*

by the Administrative Head, giving due regard to the provisions of Clauses 29.15 and 29.16. The following exceptions shall apply:

*In the case of Academic Units or College Programme Units with fewer than seven (7) and more than two (2) Faculty Members, the Search Committee shall consist of all Faculty Members in the Academic Unit or College Programme Unit.*

*For Academic Units or College Programme Units with two (2) Faculty Members, they shall both be members of the Committee and the Administrative Head shall appoint one (1) additional Faculty Member from a cognate area at the same campus or from the Academic Unit concerned at the other campus.*

*For Academic Units or College Programme Units with only one (1) Faculty Member, the Administrative Head shall appoint two (2) additional Faculty Members, one (1) of whom shall be named by the Faculty Member. At least two (2) members of the Committee shall be from the campus at which the position is to be filled.*

*Notwithstanding Clause 1.03(b), for Academic Units or College Programme Units with no Faculty Members, the Administrative Head shall appoint three (3) Faculty Members to form a Committee. At the College, the Principal shall appoint the members of the Committee from cognate areas at the College, or from the Academic Unit concerned at the St. John's campus, with the proviso that at least two (2) members of the Committee shall be Faculty Members at the College.*

*In the Faculty of Medicine, when an appointment is to be made where the successful candidate will be, or will possibly be, an ASM, the Search Committee shall be formed in accordance with the provisions of this Article except that the Administrative Head may include in the number of his or her appointees specified in Clause 7.06, one (1) member of the Faculty of Medicine who is excluded from this Collective Agreement by virtue of being engaged in the clinical practice of medicine, when the Administrative Head believes that such an individual can supply particular expertise that is required to assess candidates.*

*7.07 When Search Committees are formed for joint appointments between or among Academic Units or College Programme Units, the Search Committees shall have representation from each appropriate Academic Unit.*

*7.08 When no available member of the Academic Unit or College Programme Unit can supply particular expertise which is required to assess candidates for a given position, or where a member of the Committee is needed to comply with Clause 29.15, the Administrative Head may include in the number of his or her appointees specified in Clause 7.06 a Faculty Member from a cognate area.*

*7.09 The Committee shall elect its own Chairperson.*

*7.10 The Administrative Head shall not be a member of the Search Committee, but may meet with the Committee at its invitation, or upon his or her request. The Committee shall have the option of holding meetings in the absence of the Administrative Head. The Administrative Head shall have the option of attending any interview of a candidate with the Committee, and shall be notified of the date and place of such interviews at the time the candidate is notified.*

*7.11 Normally, transaction of business shall require the presence of all members of the Search Committee. In no case shall business be transacted in the absence of more than one (1) member or in the absence of the Chairperson. In a case where a Committee has fewer than five (5) members, all members must be present for the transaction of business. Notwithstanding the above, participation by Telecommunications Technology in which all participants talk to one another in real time is acceptable when all members have all appropriate documentation and it is otherwise not feasible for the Committee to meet in person within the time frame necessary to make a decision.*

7.12 *In the event of a resignation from the Committee or where a member of the Committee becomes unavailable to serve on the Committee before the Committee has begun to interview candidates, an attempt shall be made to fill the resulting vacancy by election or appointment according to the manner in which the member to be replaced was designated.*

7.13 *If the number of eligible Faculty Members who agree to stand for election is fewer than the number specified in Clause 7.06, nonetheless the Committee shall be composed of those appointed and elected within the terms of Clause 7.06. If a Committee is formed under this provision with less than a full complement of members, and if one (1) or more eligible candidates have later made it known that they are available, the vacancies shall be filled before the Committee has begun to interview candidates. These position(s) shall be filled by election, following a further call for nominations, or by appointment, according to the manner in which the position(s) would originally have been filled.*

7.14 *The Search Committee shall not be required to perform duties outside the scope of this Article.*

#### *Search Procedures*

7.15 *Appointments for a period of one (1) year or more approved for search shall be advertised by the University in one (1) or more nationally-distributed print media selected so as to provide broad exposure to the position for potential applicants. Appointments for a period of less than one (1) year approved for search shall:*

*be advertised in a nationally-distributed print medium*

*or*

*be advertised in the St. John's Telegram and, for positions at the College, in the Western Star, and notification shall be sent by the Administrative Head by E-mail, telecopier (fax) or regular mail to the appropriate department(s) at each Canadian university, and the University may advertise in any additional manner it deems appropriate.*

*A copy of the advertisement shall be sent to the Association and the Joint Equity Committee and shall be publicly posted near the offices of the Department of Human Resources and at Sir Wilfred Grenfell College.*

7.16 *A term appointment may be extended without advertising provided that the reappointment is recommended by a currently active or new Search Committee.*

7.17 *The Administrative Head shall receive all applications and nominations, and make all of them available to the members of the Search Committee. The candidates' complete application files shall be maintained by the Administrative Head and shall be available to members of the Academic Unit(s) or College Programme Unit(s) concerned for viewing, only for the purpose of appointment. No candidate for a position shall have access to the files of the other candidates for the same position.*

7.18 *The Search Committee shall:*

*review the application files of those applicants who are Canadian citizens or permanent residents and, if there are no applicants of sufficient quality to be shortlisted, review the remaining application files;*

*compile a shortlist of candidates;*

*make the shortlist known to the Faculty Members of the Academic Unit(s) and/or College Programme Unit(s) concerned and known to the Joint Equity Committee;*

*interview the number of candidate(s) approved by the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal. When the position is tenure-track or tenured, the Dean, Director, Associate Executive Director of the Fisheries and Marine Institute, or Principal will approve no fewer than two (2) candidates to be invited for interviews.*

*interview on campus candidate(s) for appointments greater than one (1) year in duration. However, if an on-campus interview is not feasible, or if the appointment is for one (1) year or less, a Search Committee may interview a candidate using Telecommunications Technology.*

*arrange open meetings with all candidates who are interviewed on campus and, if practical, arrange open meetings using Telecommunications Technology with all candidates who are interviewed at a distance;*

*in the case of tenure-track or tenured positions on the St. John's campus, arrange for interviews with the Dean of Graduate Studies and the Vice-President (Academic);*

*in the case of positions at the College, arrange for interviews with the Principal and Vice-Principal;*

*when the Search Committee considers it advisable and the classroom teacher agrees, arrange for candidates to teach a class in the presence of the Search Committee;*

*invite and consider advice from members of the Academic Unit(s) or College Programme Unit(s); provide a report to the Administrative Head; the report shall include a list of candidates recommended for appointment in order of preference, a recommendation concerning academic rank and, when the recommendation is for the rank of Associate Professor whether the appointment be tenured for each recommended candidate; subsequent reports may be submitted as necessary.*

*7.19 At the interview, the Administrative Head (at the College, the Principal) shall present to the candidate the following:*

*a copy of this Collective Agreement;*

*a written statement notifying him or her of the need to determine eligible moving expenses and eligible years towards sabbatical leave in accordance with this Collective Agreement;*

*a copy of relevant University policy and procedures concerning moving expenses.*

*When the interview occurs via Telecommunications Technology, the candidate shall be sent such documents no later than the time an offer of appointment is made.*

#### *Appointment Criteria*

*7.20 Assessment of candidates shall be based primarily on their ability to perform the academic duties of the advertised position as evidenced by the candidates' degrees and their records of, and potential for, teaching, research and other scholarly, creative or professional work. Notwithstanding the above, the Search Committee shall consider the document circulated by the Joint Equity Committee as per Clause 29.07.*

#### *Recommendation of the Administrative*

*7.21 Should the Administrative Head not be prepared to accept the first recommendation of the Search Committee, it shall be referred back with a statement of reasons for further consideration. This statement of reasons shall be in writing.*

7.22 *The Administrative Head shall forward his or her recommendation to his or her immediate administrative superior together with the report of the Search Committee and shall concurrently inform the Search Committee of the identity and academic rank of the candidate(s) recommended for appointment. The Administrative Head shall recommend only individuals who have been recommended for appointment in the report of the Search Committee.*

7.23 *Should the Administrative Head's immediate administrative superior not be prepared to accept the first recommendation, it shall be referred back with a written statement of reasons to the Administrative Head for further review in consultation with the Search Committee. The result of this review shall be either a reiteration of the previous recommendation of the Administrative Head or a new recommendation by the Administrative Head. This new recommendation shall include only candidates recommended by the Search Committee.*

7.24 *A successful candidate for a tenure-track, tenured or regular term appointment who holds an earned doctorate or generally accepted terminal professional qualification shall be appointed at the rank of Assistant Professor or a higher rank.*

#### *Notification of Appointment*

7.25 *Should the successful applicant accept the appointment, the Administrative Head shall notify the members of the Academic Unit.*

7.26 *A Faculty Member appointed to a position within the University shall receive a letter of appointment which shall specify the campus; Academic Unit; rank; type of appointment; effective date; duration and salary. At the College, the letter of appointment shall also specify the discipline and Division. Such letters shall normally be sent to the Faculty Member before he or she begins employment; however, in cases where he or she has been hired at short notice, the letter of appointment shall be sent within fifteen (15) days of the date when employment began. If any changes are subsequently made to the conditions of employment set out in the letter of appointment, these shall be agreed to in writing by both the University and the Faculty Member. The letter shall include a statement of the eligibility of the appointee for moving expenses.*

#### *Cancellation of a search*

7.27 *When a search for more than one (1) position is ongoing, and the need arises to cancel the search for a position, the Administrative Head, following Collegial Consultation with the members of the Academic Unit(s) or College Programme Unit(s) concerned, shall determine which search or searches shall continue.*

**Memorial University of Newfoundland and the Memorial University of  
Newfoundland Faculty Association, 2001-2002**

## **Appendix K Workload**

Workload provisions set the parameters of academic staff work.

### **Article 18 Duties, Responsibilities & Workload of Faculty Members**

#### *18.1 Duties and Responsibilities:*

*18.1.1 The responsibilities of Faculty Members shall be an appropriate combination of:*

- (a) undergraduate and graduate teaching, counselling and supervision;*
- (b) research, scholarly, and creative activities; and*
- (c) academic, professional and University community service.*

*The exact distribution of these responsibilities may vary between disciplines and may vary between individual and individual. Without minimizing the importance of (c), for the majority of Faculty Members the principal duties will be in teaching and scholarly activity listed in (a) and (b) above.*

#### *18.1.2 Teaching, Counselling and Supervision:*

*Faculty Members are obligated to develop and maintain their scholarly competence and effectiveness as teachers, and to perform the teaching duties allocated under the procedures outlined in 18.2 below. Faculty Members' teaching responsibilities include the following:*

- (a) to present courses which reflect the current state of knowledge and the course description in the University Calendar;*
- (b) to provide students with a written course outline during the first week of classes, with a copy to the Chair or Dean as appropriate. The outline shall include at least the following information:*
  - (i) the name, office address, office telephone number, and weekly office hours of the Faculty Member;*
  - (ii) the subject matter to be explored in the course;*
  - (iii) a list of all required assignments and examinations, and the relative weight of assignments and examinations in the final assessment of student performance;*

*A Faculty Member may consult with the class about office hours, subject matter of the course and assignments, examinations and their weighting, and provide the class and the Chair or Dean copies of the course outline following this consultation;*

- (c) to be fair and objective in relations with students and in grading of student assignments;*
- (d) to be available for student consultations, including the posting and observance of reasonable office hours;*
- (e) to meet at scheduled times with tutorial, seminar, laboratory, and lecture groups except for reasonable change with due notice where possible;*
- (f) to be responsible for the preparation and grading of all examinations as required by their courses and to proctor final examinations not more than once per teaching term with the proctoring session to be during the examination period of one of their courses;*

*(g) to submit final grades as required by departmental practice and the requirements of Senate;*

*(h) to be available as academic advisors in the preparation and defense of theses or projects (both undergraduate and graduate) when such projects are within the Faculty Member's scholarly expertise;*

*(i) to serve as external readers, chairs or members of graduate student comprehensive or thesis/dissertation oral examinations, when such service is within the Faculty Member's scholarly expertise.*

#### *18.1.3 Research and Scholarly Activities:*

*18.1.3.1 Each Faculty Member shall be entitled to and expected to devote a reasonable proportion of time to research, scholarly, and creative activities. Furthermore, it is the responsibility of the Faculty Member to make the results of such work accessible to the scholarly and general public through publication, conference presentations, lectures, public concerts or performances, and other appropriate means.*

#### *18.1.4 Academic, Professional and University Community Service:*

*18.1.4.1 Faculty Members have the right and responsibility to accept a fair and reasonable share of administrative responsibilities through participation in the work of the University through membership on appropriate bodies; for example, Departmental or School, Faculty and Senate committees. Where participation in such bodies is by election or appointment, a Faculty Member shall be elected or appointed only with his/her consent. Those who have the responsibility to make such appointments shall make every effort to ensure that academic, professional and University community service commitments are equitably shared.*

*18.1.4.2 Faculty Members have the right to participate in the work of learned societies and professional organizations, including the Faculty Association, the Ontario Confederation of University Faculty Associations, and the Canadian Association of University Teachers. When a Faculty Member's service to such societies or associations conflicts with scheduled teaching or administrative duties, the Faculty Member shall make arrangements, subject to the approval of his/her Chair or equivalent, to make sure those duties and responsibilities are fulfilled. A Faculty Member's service to such societies and associations shall be considered in the assessment of the academic performance of the Faculty Member, and shall be treated in the same way as similar duties performed within the University.*

#### *18.2 Workload:*

##### *18.2.1 General Provisions:*

*18.2.1.1 By April 15 of each academic year the Chair, upon consultation with the Faculty Members of the academic unit or sub-unit, shall submit to the Dean for approval a proposal for the teaching load and teaching schedule of each Faculty Member. The Dean shall ensure that teaching loads of Faculty Members in the academic unit or sub-unit are as fair and equitable as reasonably possible taking into account the items in 18.1.1 and 18.2.2.1.*

*18.2.1.2 Following approval of the Dean, the Chair shall, by May 15 of each academic year, inform the Faculty Member in writing of the details of the teaching assignment for the forthcoming academic year. Any change in a Faculty Member's workload after May 15 shall take place only when a significant change in circumstances occurs, and in consultation with the Faculty Member. For Faculty Members appointed after May 15 the same procedures as set out in 18.2.1.1 shall be followed and notification of the Faculty Member's teaching assignment shall be sent to the Faculty Member as soon as possible and no later than 15 days following the appointment. By May 15 of each academic year, the Dean of each Faculty shall send to each Member of the Faculty and to the Association a list of Members of the Faculty and each Member's teaching load for the forthcoming academic year. When new Faculty*

*Members are appointed after May 15, or when changes are made in a Faculty Member's teaching load, the Dean shall inform the Association in writing of the teaching loads of these Faculty Members.*

*18.2.1.3 When the University requests, and the Faculty Member consents to perform substantial administrative duties beyond those specified in 18.1.4, and besides those positions specified in 21.4 and 21.5, there shall be a reduction in the Faculty Member's teaching load commensurate with the additional administrative responsibilities.*

*18.2.1.4 In recognition of the anticipated growth in the number of students during the duration of this Agreement, the Parties agree to the following measures to maintain and improve the student/faculty ratio:*

*(a) the Parties agree that, in keeping with Laurier of the Future: University Plan, 1998-2003, and the planning update of June 27, 2002, the University shall maintain or improve upon a student/faculty ratio (FTE students to FTE faculty) of 23:1;*

*(b) the University undertakes to implement the planned appointment of additional full-time faculty in accordance with Appendix E;*

*(c) by December 1 each year, the University shall provide to the Joint Liaison Committee, with a copy to the Association, a report on student/faculty ratios. The report shall include the student/faculty ratio for the current academic year expressed as both full-time equivalent (FTE) students to full-time equivalent (FTE) faculty, and full-time equivalent (FTE) students to full-time (FT) faculty, and the most recent report of COU on student/faculty ratios for Ontario universities.*

*18.2.1.5 For the duration of this Agreement, subject to 18.2.1.6, the teaching workload norms of academic units and sub-units shall be those in effect as of July 1, 2001.*

*18.2.1.6 The Parties shall establish a Bilateral Workload Review Committee within 40 days of the ratification of this Agreement. This committee shall be composed of two representatives of the University and two representatives of the Association with the chair chosen from these representatives by the mutual agreement of the Parties. This Bilateral Workload Review Committee shall monitor teaching workload norms in academic units and sub-units under 18.2.1.5. Any academic unit or sub-unit which wishes to have its teaching workload norm reviewed shall submit a report to the Bilateral Workload Review Committee, copied to the appropriate Dean and the Vice-President: Academic.*

*The report shall include an analysis of the academic unit or sub-unit's program, the workload and responsibilities of its Members under this Article 18. It shall include a list of courses and graduate and undergraduate supervisions offered in each of the current and previous academic years and the enrolment in each course. The report shall present a review of research in the academic unit or sub-unit which shall include a list of Members' publications and research grants. The report should include a study of workload in comparable programs in the discipline at other universities. The report shall propose a revised teaching workload norm and outline its possible impact on the curriculum and course offerings, including possible changes that might result from the workload norm reduction.*

*Within 40 days of receiving this report, the Dean of the academic unit shall submit a response to the report to the Bilateral Workload Review Committee which shall include his/her own recommendation on workload in the academic unit or sub-unit.*

*Within 60 days of receiving the Dean's report and recommendation, the Bilateral Workload Review Committee shall make a recommendation to the Vice-President: Academic, copied to the academic unit or sub-unit and to the Association. Within 40 days of the receipt of this report, the Vice-President: Academic will notify the academic unit or sub-unit, the Dean, the Bilateral Workload Review Committee, and the Association of any measures to be taken to revise the teaching workload norm in the academic unit or sub-unit as a result of the review. Those measures shall be implemented in the academic year following the Vice-President: Academic's decision. In some cases, the*

*Vice-President: Academic's approval of a reduction in the teaching workload norm may be contingent upon Senate's approval of curriculum changes necessitated by the workload change. If the Vice-President: Academic denies a recommendation for a reduction in the teaching workload norm, he/she shall provide a statement of reasons to the academic unit or sub-unit, the Dean, and to the Bilateral Workload Review Committee, copied to the Association and to the Joint Liaison Committee.*

*18.2.2 Teaching:*

*18.2.2.1 The Chair and the Dean, when determining the Faculty Member's teaching load, shall take into account relevant factors including but not limited to the following:*

- (a) the number of separate courses taught by each Faculty Member;*
- (b) the number of scheduled contact hours per course;*
- (c) the number of hours of preparation, grading and administration per course;*
- (d) the expected student enrolment in each class, and the total number of students in a Faculty Member's classes;*
- (e) the number of hours of academic counselling and consulting per course;*
- (f) the level (introductory, upper year, graduate, et cetera) of each course;*
- (g) the type (lecture, laboratory, seminar, et cetera) of each course;*
- (h) the availability of markers or laboratory assistants or teaching assistants;*
- (i) additional hours of preparation for a new course, or for a course substantially revised;*
- (j) the amount of field, clinical, research, thesis, and other academic supervision of undergraduate and graduate students;*
- (k) responsibility for laboratory or tutorial sessions;*
- (l) the relationship of teaching duties to the Faculty Member's area of expertise;*
- (m) the location of the course (on or off-campus);*
- (n) the additional time in travel, committee responsibilities, teaching, and student supervision in graduate and other programs in partnership with neighbouring universities; and*
- (o) special factors such as filming or broadcasting of lectures, or the use of teleconferencing.*

*18.2.2.2 In accordance with 18.1.1 and 18.2.1.1, by April 1, a Member may apply in writing to the Dean, with a copy to the Department Chair, requesting a reduction in assigned teaching duties in the light of the factors set out in 18.2.2.1. By May 15, the Dean shall reply in writing to this application indicating the Member's assigned teaching load for the forthcoming academic year, and giving reasons should the application be denied.*

*18.2.2.3 The University recognizes that the workload associated with individual courses varies depending on the size of the course, the kinds of assignments required, the marking and tutorial assistance made available, and other factors listed in 18.2.2.1. Notwithstanding the provisions in 18.2.2.2, different courses may be weighted differently when calculating workload. The Chair (or equivalent) may recommend to the appropriate Dean that a Member's*

*teaching load be reduced when a Member is scheduled to teach an exceptionally large number of students during the academic year. Based on enrolment estimates as of May 1, unless special arrangements have been made under 18.2.2.4, no Member can be assigned a teaching workload for an academic year with a total estimated enrolment of 400 or more students without having received a reduction in their teaching load of one one-term course. If there are approved teaching arrangements that very significantly increase the classroom contact time or the marking associated with a particular course, a Member shall have a reduction in assigned teaching duties of the equivalent of a one-term course.*

*18.2.2.4 A Faculty Member's teaching workload may be larger or smaller than the normal teaching workload in his/her academic sub-unit, or academic unit in the Faculties of Music and Social Work and the Brantford Campus, when in the opinion of the Dean, subject to 18.2.1.1 and 18.2.2.1, such increase or decrease is justified by the overall balance of the Member's contributions as per this Article.*

*18.2.2.5 In cases where additional teaching duties are assigned, the Dean shall, by May 15, notify the Faculty Member in writing with a statement of reasons for the increase, with a copy to the Association. The Faculty Member's increased teaching workload shall be assigned for no longer than one academic year. The increased teaching workload shall be no more than one one-term course or equivalent per academic year above the normal teaching load of the academic sub-unit, or academic unit in the Faculties of Music and Social Work and the Brantford Campus, unless due to exceptional circumstances the Joint Liaison Committee approves the assignment of a further one-term course or equivalent. In no event shall the Faculty Member's total teaching workload be more than 7 one-term courses or equivalent. Any assessment of a Faculty Member whose teaching load is in excess of the normal teaching load shall include credit for the additional teaching.*

*18.2.2.6 If a Member teaches assigned courses that have a total enrolment in excess of 125 students or more in a given term, the Member may request grading/marking assistance. The Member makes this request to the Department Chair or equivalent within two weeks of the commencement of the term. Upon this request and confirmation of the enrolment in the class, the University through the Chair shall provide a minimum of \$250 for marking/grading assistance. When Departments do not have resources to provide such assistance, the provision of grading/marking assistance shall be the responsibility of the Dean.*

*18.2.2.7 A Faculty Member is entitled to one non-teaching term in each academic year. The scheduled teaching duties shall normally be in the fall and winter terms of the academic year. Those Faculty Members who teach in the spring term shall be entitled to one non-teaching term in the fall or winter term. With the mutual agreement of the Faculty Member and his/her Dean, a Faculty Member who is scheduled to teach for three or more consecutive terms shall be entitled to two or more consecutive research terms free of scheduled teaching.*

*18.2.2.8 Subject to 18.2.2.10, assigned classes for an individual Faculty Member shall be scheduled in such a way as to permit twelve hours to pass between the completion of teaching one day, and the commencement of same on the next day. No Faculty Member shall be assigned a class schedule which requires more than three consecutive hours of teaching.*

*18.2.2.9 Subject to 18.2.2.10, the scheduling of courses shall permit every Faculty Member to have at least one day per week for research during which he or she is not expected to teach scheduled classes.*

*18.2.2.10 A Faculty Member may arrange a schedule of teaching duties which does not conform to the provisions of 18.2.2.7, 18.2.2.8, and 18.2.2.9.*

*18.2.2.11 In recognition of its duty to accommodate employees with special needs, the University shall endeavour to schedule assigned teaching duties in accordance with Members' special needs. If a Member has special health needs or obligations to care for immediate family members, he/she may request, prior to April 15, that the Department Chair arrange a suitable scheduling of classes for the forthcoming academic year. If this schedule is not accommodated in the scheduling of assigned courses announced on or before May 15 pursuant to 18.2.1.2, the*

*Member may request that the Dean provide an appropriate rescheduling of classes. The Dean shall make a reasonable effort to accommodate the Member's request.*

*18.2.2.12 In consultation with the Department Chair and subject to the approval of the Dean, and in addition to the provisions of 18.2.2.7 and 18.2.3.2, a Faculty Member may arrange his/her teaching duties so that by teaching additional courses, but no more than one such course per term, the Faculty Member may have a reduced teaching load in another term. As well as this form of "course banking", a Faculty Member in consultation with the Department Chair and subject to the approval of the Dean and the Vice-President: Academic, may plan a research term free of teaching duties by accumulating sufficient credit to be released from teaching for one term. A record of all such agreements under 18.2.2.12 shall be kept in the Member's Official File.*

### *18.2.3 Research:*

*18.2.3.1 In fulfilment of its commitment to Faculty Members' research and scholarly activities under 18.1.3, and of the objectives set out in Laurier of the Future: University Plan, 1998-2003, as updated June 27, 2002, the University agrees to the following measures to provide improved support for research and scholarship:*

*(a) Faculty Members appointed to provisional appointments effective July 1, 2000, or thereafter, shall have a teaching term free of assigned teaching duties once during the period of the provisional appointment. The scheduling of the term free of assigned teaching duties shall be subject to the agreement of the Member, the Department Chair or equivalent, and the Dean. If no agreement can be reached, the Dean shall assign the term free of teaching duties. The teaching load of the Member for the academic year in which the term of free of teaching will be taken will be one-half of the normal teaching load of the academic sub-unit or equivalent. When the normal teaching workload is five one-term courses, such a Member's teaching load shall be three one-term courses. During the term free of assigned teaching duties, the Member shall not be eligible to teach overload courses, except with the written permission of the Dean;*

*(b) by December 1 of each year, the Vice-President: Academic shall submit a report to the Joint Liaison Committee on the University's start-up grants as described in Laurier of the Future. The report shall list the total amount of the fund, the names of recipients, and of the amount of each award.*

*18.2.3.2 When a Faculty Member applies for research funding with the intention of receiving funds to pay for a replacement of some portion of his/her teaching load, the Faculty Member shall consult with his/her Department Chair or equivalent, and shall have the proposed alternative teaching arrangements approved by the Dean. Where a Faculty Member has followed these procedures, and then receives research funding to allow an academic sub-unit or unit to hire a replacement for some portion of his or her teaching load in a given year, release time from teaching shall not be denied.*

*18.2.3.3 In accordance with 18.1.1 and 18.2.1.1, by April 1, a Member may apply in writing to the Dean, with a copy to the Department Chair, requesting a reduction in assigned teaching duties in light of the Member's research and scholarly commitments. By May 15, the Dean shall reply in writing to this application indicating the Member's assigned teaching load for the forthcoming academic year, and giving reasons should the application be denied. Members serving on external research granting agencies may apply for a reduction in assigned teaching duties within the terms of the University guidelines.*

### *18.2.4 Overload Teaching*

*18.2.4.1 When regular intramural and Part-time Studies courses require staffing on a part-time basis paid by an overload stipend as specified in Article 30, the Dean or his/her designate shall first notify Faculty Members of the academic unit, or sub-unit as appropriate, of the availability of the position at least five days before it is posted or advertised. Upon application in accordance with 18.2.4.2, a Faculty Member shall be given first consideration for the position and shall be offered the position if the Member has a satisfactory record as a teacher, and if the course is*

*within his/her area of expertise. If the Member's application is denied, the Dean shall provide a written statement of reasons. A Faculty Member on Sabbatical Leave under 17.1 or on leave under 32.2.1 and 32.4.4 will not be eligible to teach overload courses except with the written permission of the Dean.*

*18.2.4.2 To exercise this right of first consideration, a Member shall inform the Department Chair or equivalent of his/her interest in teaching a course on overload within five days of the notification to the Members of the availability of the course under 18.2.4.1. A Member who applies to teach a course on overload after the course has been advertised or posted shall be considered along with other applicants, subject to the seniority rights of Contract Academic Staff.*

*18.2.4.3 Should a course become available within two weeks of the beginning of the term or after the term commences, the Dean or his/her designate shall first notify Faculty Members of the academic unit, or sub-unit as appropriate, of the availability of the course. To exercise the right of first consideration, a Member shall apply to teach the course within one day of the notification being sent, and if the Member has a satisfactory record as a teacher, and if the course is within his/her area of expertise, the Department Chair may recommend to the Dean that the Member be appointed to teach the course without advertising or posting the position.*

*18.2.4.4 In any one academic year (September 1 to August 31), a Faculty Member's additional teaching on overload stipends shall not exceed the equivalent of 3 one-term courses (or equivalent). Both intramural courses and special types of teaching, including off-campus and distance education courses, shall count as overload courses. In exceptional circumstances and upon the request of the Faculty Member, this limit may be exceeded with the approval of the Chair, Dean, and Vice-President: Academic.*

### *18.3 Information Technology:*

*18.3.1 A course developed by anyone or any organization may only be developed and/or offered at Wilfrid Laurier University through information technologies if it does not have the consequence of eliminating or reducing a Member's or Members' position(s).*

*18.3.2 Members teaching courses dependent on information technologies which involve the broadcast, transmission, retransmission, publication, recording or storage of contents of the course shall exercise copyright and intellectual property rights under Article 36 regardless of the medium used to broadcast, transmit, retransmit, publish, record or store the course.*

*18.3.3 A Member shall not be required to introduce information technology as a component of a course unless the technology is specifically related to the subject matter, or the mode of delivery of the course has been approved by the Department, Area or equivalent academic sub-unit, or Faculty, as appropriate.*

*18.3.4 When a course includes an Information Technology requirement, once a Member has been assigned to teach a course, he/she shall not be required to change the course to an alternate mode of delivery in that academic year.*

*18.3.5 When the University requires computer technology for the delivery of a course, the University shall ensure that the Member teaching the course has in his/her office and in the classroom computer equipment capable of handling the required mode of delivery.*

*18.3.6 Nothing in the provisions of 18.3 shall prevent a Member from introducing or using Information Technology as part of a course.*

*18.3.7 To assist Members and to facilitate technological innovation within the University community, the University shall inform Members of training programs, and shall make these programs available to Members.*

### *18.4 Distance Education and Other Special Types of Teaching:*

18.4.1 *The following provisions on Distance Education courses and Special Types of Teaching apply to courses Members teach as part of their assigned teaching workload or on paid overload.*

18.4.2 *Special Types of Teaching include courses which:*

*(a) are taught by correspondence, by teleconferencing, or at off-campus locations;*

*(b) are videotaped, recorded, broadcast, televised, or offered through the Internet.*

18.4.3 *Distance Education courses or Special Types of courses may be included in a Faculty Member's assigned workload only with his/her consent. The University shall fully reimburse the Faculty Member for any costs incurred in teaching these courses in accordance with the provisions of Article 28. If these courses are taught on an overload basis, Faculty Members shall receive an overload stipend as set out in Article 30. All such courses must comply to the regulations outlined in 18.2.1.2.*

18.4.4 *The introduction of an on-line credit course in a Faculty or Department shall be subject to 18.3 above, and to the recommendation of the Department or equivalent academic sub-unit and the curriculum approval of the Faculty.*

18.4.5 *Courses taught through Distance Education and Special Types of Teaching shall be subject to Senate policies on computers and information technology, and shall be in accordance with 18.3 above.*

18.4.6 *The Parties agree to the following specific provisions for Distance Education:*

*(a) Members shall provide course information, such as textbook requirements, requisite additional supplies, and methods of student assessment, as requested by the Office of Part-Time, Distance and Continuing Education in order to meet publication and other administrative deadlines;*

*(b) during the first week of the teaching term, Members shall inform students of the preferred method and timing of student/instructor communications;*

*(c) Members shall inform students of any significant periods of time during the term when they will be unavailable, and shall make appropriate arrangements with the Chair, Area Head or Course Coordinator to accommodate student needs in such absences;*

*(d) if the Member requests, responsibility for the receipt and return of student assignments and midterm tests shall rest with the Office of Part-Time, Distance and Continuing Education;*

*(e) Members shall grade assignments and examinations in a timely fashion, and counsel students about their performance;*

*(f) there shall be a teaching evaluation form for Distance Education courses as set out in Article 31.*

18.4.7 *In accordance with University Policy on the Use of Information Technology, the Office of Part-Time, Distance and Continuing Education shall only access electronic sites for courses with the permission of the instructor. The instructor may request technical assistance from the Office of Part-Time, Distance and Continuing Education, but is not obliged to give open access to communications between the Member and the students in the course.*

18.4.8 *Any changes in Information Technology proposed by Senate and its committees, or by the Office of Part-time, Distance and Continuing Education shall be consistent with the terms and conditions of work of Members under this Article 18.*

*18.5 Annual Report of Activities:*

*18.5.1 Each Faculty Member shall submit a copy of an Annual Report of Activities to his/her Dean by May 5 of each year. The Annual Report shall include a statement of activities for the previous May 1 to April 30 period.*

*18.5.2 The Annual Report, which shall be completed on a standardized form supplied by the Dean, shall include the following information:*

- (a) teaching responsibilities including courses taught and supervision of graduate and undergraduate theses;*
- (b) publications;*
- (c) conference papers given;*
- (d) research and other scholarly work in progress;*
- (e) research grants and contracts awarded, name of granting body, research title, amount awarded and the date awarded;*
- (f) graduate degrees awarded or graduate studies in progress, and the expected date of completion, university, and title of thesis;*
- (g) awards and other honours received;*
- (h) Departmental, Faculty, Senate, Board, Association and other University activities;*
- (i) contributions to the Faculty Member's profession;*
- (j) contributions to the Faculty Member's community.*

*18.6 Outside Professional Activities:*

*18.6.1 The nature of the professional competence of many Faculty Members affords opportunities for the exercise of that competence outside the Faculty Member's regular university duties, on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and the capacity of Faculty Members, the University agrees that Faculty Members have the right to engage in part-time professional activities, paid or unpaid, provided that such activities do not conflict or interfere with the Faculty Member's obligations, duties and responsibilities to the University as defined in this Agreement, except as provided in clause 18.6.2 and subject also to the following conditions:*

- (a) When a Faculty Member's outside activities involve the use of the University's facilities, supplies or services, their use shall be subject to the prior approval of the University. Costs for such facilities, supplies or services shall be borne by the outside group at prevailing rates set by the University, unless the University agrees, in writing, to waive all or part of such costs.*
- (b) The name of the University shall not be used in any related professional activity unless agreed, in writing, by the Vice-President: Academic, although nothing shall prevent the Faculty Member from stating the nature and place of his/her employment, rank and title(s) in connection with related professional activities, provided that he/she shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing.*

*(c) A Faculty Member shall, upon written request from his/her Dean, provide all information on the nature and scope of related professional activities of a substantial nature, in so far as the information relates to a Faculty Member's duties and responsibilities as specified in this Article 18.*

*18.6.2 If the participation in activities described in clause 18.6.1 conflicts or interferes with the obligations, duties and responsibilities of the Faculty Member as defined in this Article 18, mutually satisfactory arrangements shall be made in advance between the Faculty Member and the Vice-President: Academic. Should the Faculty Member and the Vice-President: Academic fail to reach agreement, the Faculty Member is obliged to fulfil the duties and responsibilities set out in this Article 18.*

**Wilfrid Laurier University and Wilfrid Laurier University Faculty Association, 2002-2005**

**Appendix L**  
**Administration of Academic Sub-units**

**Article 21 Administration of Academic Sub-Units**

*21.1 Administration of Departments:*

*21.1.1 Each Department in the Faculties of Arts and Science and the Department of Economics in the School of Business and Economics shall have a Chair. For purposes of this Agreement the Associate Deans of Business shall be considered as Chairs. The Chairs shall be responsible to the University and to the members of the Department for its orderly, effective and efficient operation. When representing the Department on a committee or in an official capacity the Chairs shall present the Department's position.*

*21.1.2 Each Chair shall be responsible for holding and chairing meetings of the department-in-council, and for reporting its recommendations to the Dean. The membership of the department-in-council shall include all Members of the Bargaining Unit in the academic sub-unit as voting members; Contract Academic Staff in accordance with Article 11.2.2(d) of the part-time collective agreement, September 1, 2001 – August 31, 2004, with the elected representatives serving as the voting members; and other representatives as designated by department and Faculty policies. While a department-in-council may wish to recommend that particular administrative responsibilities be delegated to individual members of the department-in-council or to sub-committees, the department-in-council formulates recommendations concerning policy or the matters of interest to the Department, and such recommendations shall be directed to the Dean through the Chair.*

*21.2 Administration Within the Department of Business:*

*21.2.1 The Department of Business in the School of Business and Economics shall be subdivided into Areas and each Area shall have an Area Head. The Area Head shall be responsible to the University, through the Associate Dean(s) of Business, and to the Members of the Area for its orderly, effective and efficient operation. When representing the Area on Departmental Committees, the Area Head shall present the Area's position.*

*21.2.2 Area Heads shall be responsible for holding and chairing meetings of their Areas and for reporting the Areas' recommendations to the appropriate Associate Dean of Business.*

*21.3 Administration Within Other Academic Units:*

*The Faculty of Music, the Faculty of Social Work, the Brantford Campus and the Library shall each elect a Temporary Chair. The Temporary Chair shall serve only as required under the provisions of Articles 13, 14, 15 and 16 as chair of the relevant Appointment and Promotion Committee. By September 15 of each academic year, the Temporary Chair shall, in accordance with procedures agreed to by the Dean or University Librarian as appropriate, and the faculty-in-council or librarians-in-council, as appropriate, be elected for a one-year term.*

*21.4 Chairs: Appointment and Responsibilities:*

*21.4.1 The term of office of a Chair shall be a maximum of 3 years, and the term of office may be renewed.*

*21.4.2 Prior to the expiry of the term of the Chair, the Dean of the Faculty shall convene a meeting of the department-in-council, and shall conduct an election for the position of Chair. The election procedures shall include the following provisions:*

*(a) should there be more than two candidates for the position of Chair, on each required ballot, the candidate with fewest votes shall withdraw until two candidates remain on the ballot;*

*(b) when there are two candidates, a successful candidate needs to have majority support from the Members in the academic sub-unit and majority support from the department-in-council;*

*(a) if under (b), no candidate has sufficient support, the Dean shall select which of the two candidates shall serve as Chair;*

*(b) if there is one candidate, the Dean shall conduct a referendum (a yes/no ballot), and the candidate requires a simple majority vote of the department-in-council to be elected chair;*

*(c) if the candidate fails to receive a majority under (d) or if there is no candidate willing to stand for election, the Dean shall appoint the Chair;*

*(d) any other procedures shall be agreed to by the Dean and the department-in-council. The Dean shall send department-in-council members and the Association copies of these procedures and any subsequent amendments prior to their coming into effect.*

*21.4.3 The duties of a Chair are:*

*(a) to call and preside over meetings of the department-in-council as required;*

*(b) to represent the Department in administrative matters;*

*(c) to bring to the attention of the department-in-council for discussion and action matters pertaining to the work and efficiency of the Department;*

*(d) after consultation with the department-in-council, to ensure that proposals requiring approval are brought forward;*

*(e) in consultation with Members of the Department, to recommend course and teaching assignments to the Dean;*

*(f) to submit to the Dean, in writing, after consultation with the department-in-council, an estimate of the Department's budgetary needs for the ensuing year;*

*(g) to bring to the attention of the department-in-council for discussion and action matters referred to it by the Dean;*

*(h) to be available for consultation by individual Members of the Department, and to convey and present recommendations to the Dean concerning any issues, including any advancements in salary, pursuant to the provisions of Article 30;*

*(i) and such duties as are specified in this Agreement.*

*21.4.4 In recognition of departmental, administrative and other duties, a Member who at the ratification of this Agreement, or who during its term, is a Chair of a Department shall receive:*

*(a) a stipend as specified in Article 30 of this Agreement;*

*(b) in each academic year, a minimum teaching load reduction of 2 one-term courses;*

*(c) a credit equivalent to one additional year of service towards a Sabbatical Leave entitlement for each 3 years of service as Chair. The said credit must be used on the first occasion when eligible following the expiration of his/her term as Chair, however, the Dean may approve exceptions and shall give the Member notification in writing.*

21.4.5 In recognition of the administrative and other duties of the interdepartmental major or option programs, where warranted by the number of students registered and/or the extent of the administrative duties, a Member who at the date of ratification of this Agreement, or who during its term, is a Coordinator of an interdepartmental major or option program, shall be granted appropriate course relief.

21.5 Area Heads: Appointment and Responsibilities:

21.5.1 The term of office of an Area Head shall be a maximum of 3 years, and the term of office may be renewed.

21.5.2 Prior to the expiry of the term of the Area Head, the Associate Dean of Business shall conduct an election for the position of Area Head in accordance with procedures agreed to by the Dean and the Members of the Department.

21.5.3 The duties of an Area Head are:

(a) to call and preside over meetings of the Area as required;

(b) to bring to the attention of Members of the Area for discussion and action matters pertaining to the work and efficiency of the Area;

(c) in consultation with members of the Area to recommend course and teaching assignments to the Associate Dean;

(d) after consultation with Members of the Area to ensure advice concerning curriculum changes, promotion, tenure, Sabbatical Leaves, and appointments is brought forward;

(e) to assist the Associate Dean of Business in the recruitment of new faculty;

(f) to represent the Area in administrative matters within the Department.

21.5.4 In recognition of Area, administrative and other duties, a Member who at the ratification of this Agreement, or who during its term, is an Area Head shall receive:

(a) a stipend as specified in Article 30 of this Agreement;

(b) in each academic year, a minimum teaching load reduction of one (1) one-term course.

In each academic year, an additional three (3) one-term course reliefs shall be assigned among the Area Heads by the Dean in consultation with the Associate Dean(s).

## **Appendix M Grievance and Arbitration**

The ultimate protection of academic staff rights within the institution are spelled out in provisions which ensure appeal procedures characterized by natural justice, procedural fairness, and final authority resting with an independent adjudicator.

### ***Article 37 Grievance and Arbitration***

#### *Definition of Grievance*

37.01 *A grievance shall be any dispute or difference arising out of the application, administration, interpretation or alleged violation of the provisions of the Agreement including any question as to whether a matter is arbitrable.*

#### *Types of Grievances*

37.02

*(a) An Individual Grievance is a grievance initiated by a single employee.*

*(b) A Union Grievance is a grievance initiated by the Union.*

*(c) An Employer Grievance is a grievance initiated by the Employer.*

#### *Union Rights*

37.03 *The Union shall be present at all steps of the grievance and arbitration procedure and shall represent individual grievors at all steps.*

#### *Communications*

37.04 *A copy of all communications required by this article shall be sent to the Union in care of the chair of its Grievance Committee.*

#### *Designated Grievance Officer*

37.05 *The Employer shall have a Designated Grievance Officer and shall inform the Union whenever a new Officer is appointed.*

#### *Points of Access to Procedure*

37.06

*(a) Individual grievances shall be initiated at step 1 of the grievance procedure with the exception of individual grievances which involve the application of discipline which shall be initiated at step 2.*

*(b) Any step or steps of the grievance procedure may be bypassed with the written agreement of the parties.*

*Individual Grievances*

37.07

*(a) Step 1*

*(i) A grievance shall be forwarded to the Dean or University Librarian within twenty-five (25) days of the date the events giving rise to the grievance occurred or within twenty-five (25) days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance.*

*(ii) No later than ten (10) days following receipt of the grievance, the Dean or University Librarian shall meet with the Union representative, who may be accompanied by the grievor, and shall make every attempt to resolve the grievance. The Dean or University Librarian shall convey his/her disposition of the grievance to the grievor and the Union within five (5) days of the meeting.*

*(b) Step 2*

*(i) If the grievance is not resolved at step 1 or if the Dean or University Librarian fails to respond within fifteen (15) days of receipt of the grievance, the grievor may within a further ten (10) days submit his/her grievance to the Employer's Designated Grievance Officer.*

*(ii) Grievances initiated at step 2 shall be so initiated within twenty-five (25) days of the date the events giving rise to the grievance occurred or within twenty-five (25) days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance, whichever is later.*

*(iii) Within ten (10) days of receiving the grievance, the Employer's Designated Grievance Officer shall meet with the Union representative, who may be accompanied by the grievor, and shall make every attempt to resolve the grievance. Within ten (10) days of this meeting, the Employer's Designated Grievance Officer shall inform the grievor and the Union, in writing, of the disposition of the grievance.*

*Union Grievance*

*37.08 The Union may grieve against the Employer by forwarding a grievance in writing to the President within twenty (20) days of the date the events giving rise to the grievance occurred or within twenty (20) days of the date upon which the Union knew or ought to have known of the events giving rise to the grievance. No later than ten (10) days following receipt of the grievance, the Employer's Designated Grievance Officer shall meet with the Union and shall make every attempt to resolve the grievance. The Employer's Designated Grievance Officer shall convey his/her reply to the grievance within five (5) days from the meeting.*

*Employer Grievances*

*37.09 The Employer may grieve against the Union by forwarding a grievance in writing to the President of the Union within twenty (20) days of the date the events giving rise to the grievance occurred or within twenty (20) days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance. No later than ten (10) days following receipt of the grievance, the President of the Union or his/her designate shall meet with the Employer and shall make every attempt to resolve the grievance. The President of the Union or designate shall convey his/her reply to the grievance within five (5) days from the meeting.*

*Arbitration*

*37.10 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure as set out above.*

*Appointment of Arbitrators*

37.11 If either the Employer or the Union wishes to refer a matter to arbitration, it shall, within ten (10) days of the date on which the grievor received or should have received the disposition to the grievance, give to the other party written notice of its intention to submit the matter to arbitration, at the same time naming its nominee to the Arbitration Board. The party receiving such notice shall within ten (10) days of the receipt of such notice advise the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall within five (5) days of the appointment of the latter of them attempt to agree on a third person as chair. If the recipient of the notice fails to appoint an arbitrator, or if the nominees cannot agree to a chair within a reasonable time, the appointment shall be made by the Minister of Labour upon the application of either nominee.

#### *The Hearing*

37.12 The Arbitration Board may determine its own procedure, but shall give full opportunity to the parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision as soon as possible.

#### *The Decision*

37.13 The decision of the majority shall be the decision of the Arbitration Board. When there is no majority decision, the decision of the chair shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final and binding on both parties.

#### *Costs*

37.14 Each party shall pay

- (i) the fees and expenses of the arbitrator it appoints, and
- (ii) one-half (½) of the fees and expenses of the chair.

#### *Duties and Powers of the Arbitration Board*

37.15

(a) The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.

(b) The Arbitration Board shall not have any power to add to, amend, or modify any of the provisions of the Agreement nor to substitute any new provisions for any existing provisions nor to give any decision in conflict with the terms and provisions of the Agreement.

(c) Where the Arbitration Board determines that there exists just cause for discipline the Arbitration Board may substitute any other penalty that, to the Arbitration Board, seems just and reasonable.

(d) Without limiting in any way the operation of other appropriate provisions of this article, the Arbitration Board shall have the power to award compensation, but only to the extent of monetary loss actually suffered by an employee, the Union or the Employer.

(e) The Arbitration Board shall have the duty and the power to adjudicate all matters in dispute, including questions of the arbitrability of an issue.

*Single Arbitrator*

37.16 *The parties may agree to use a single arbitrator.*

***Mount Allison University and Mount Allison University Faculty Association, 2003-2006***

*The CAUT model clause on grievance/arbitration can be found at:*

[http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc\\_grievarb.asp](http://www.caut.ca/en/services/collectivebargaining/modelclauses/mc_grievarb.asp)

**Appendix N  
Employment Equity**

Employment equity language specified the requirements the administration must fulfill in order to promote equity for under-represented or designated groups, according to provincial human rights legislation.

24.2

*For the term of this Agreement the University agrees to utilize search procedures in academic units which require an active search for qualified members of under-represented groups, including:*

*(a) advertisements which include the statement that the University is committed to employment equity and welcomes applications from all qualified women and men, including visible minorities, aboriginal people, persons with disabilities, gay men and lesbians;*

...

*(d) letters from the appropriate Dean and/or Unit Head or Director, University Librarian or University Archivist, as applicable, to their equivalents in other Canadian universities inviting qualified women, visible minorities, aboriginal people, persons with disabilities, gay men and lesbians to apply for advertised positions;*

*24.5 Persons chosen to serve on appointment committees for Faculty, Librarian or Archivist positions, or on personnel committees, may only carry out such functions after successfully completing a familiarization and training workshop which shall cover the principles, objectives, recent history, best practices, and rules and institutional expectations with respect to employment equity. The program of such workshops shall be agreed between the parties, with advice from the University Advisor on Equity.*

*24.5.1 One (1) member of each such committee shall have explicit responsibility for the committee adhering to the rules and expected practices which assure equity, as well as being responsible for the data collection and reportage in this area to the JCAA, its Employment Sub-Committee and the University Advisor on Equity. The Committee member charged with this responsibility shall be selected by the Committee, and shall be a person who understands and is sympathetic to the objectives of this Article. Persons with this responsibility will require training in excess of that foreseen in Article 24.5, unless waived by the Parties.*

***Queen's University and Queen's University Faculty Association, 2002-2005***

**Appendix O**  
**CAUT Policy Statement on University Governance<sup>1</sup>**

**1. Preamble**

**1.1**

Universities serve Canada and all Canadians through the research and teaching carried on by their professional academic staff – faculty, academic counsellors and librarians. The high quality of Canadian universities has been sustained through their tradition of closely associating research<sup>2</sup> and teaching<sup>3</sup>. Research moves the frontiers of knowledge forward; teaching transmits the past to the future. Teaching passes on not only the newest knowledge at the frontiers of research, but also the methods by which knowledge is acquired and problems solved. The excellence of the education that can be obtained at Canadian universities comes from the close association of students, those learning how to learn, with their teachers who, as researchers and scholars, are actively moving forward the frontiers of knowledge and creativity.

**1.2**

The research and teaching functions of the university serve a variety of societal ends.

**1.3**

Research sometimes offers immediate returns to various sectors of the Canadian community – business, governments, community groups – working in close cooperation with professors and librarians. Other scholarship takes the longer term perspective of basic research, a perspective impossible for other groups with shorter term objectives. Still other scholarship and creative work, such as that in the humanities and fine arts, contributes to the cultural well-being of Canada, and, along with the social sciences, provides the opportunity for increasing our knowledge of ourselves as individuals, as Canadians and as members of different communities within Canada. Universities aim to be places where the full diversity of all sectors of Canadian society can be explored and articulated through teaching and research, without the adverse effects of political, social and economic disadvantage that have marginalized many Canadians in the larger political, economic, and social world.

**1.4**

Teaching provides highly skilled persons that benefit the economy – from engineers and lawyers to social workers, economists, computer scientists, and opera singers. The humanities and social sciences provide analytic abilities and problem-solving skills that enable people to become better and more productive members of society. Opera singers provide joy as well as money. Lawyers and social workers can assist members of historically disadvantaged groups to obtain social justice. Advanced education provides many with the tools of social mobility. Canada, through provincial and federal governmental policies, has recognized higher education to be a fundamental right in our democratic society so that all citizens should be able to develop their full potential through a quality system of higher education which is open and accessible to anyone who can benefit from it.

**1.5**

Research and teaching in the university can be carried on effectively only if the academic staff of universities have the freedom to question and to test received wisdom – freedom under the law, within their institutions, and in their social environment – freedom from fear of reprisal from powerful interests within or outside the university. Accepting the rights of academic freedom imposes the obligation to maintain professional standards of research and teaching. These include, but are not limited to, the responsibility of professors and librarians in their relations with students, respect for the standards of rational discourse and civil debate, respect for others from diverse backgrounds, due regard for university policies that defend academic freedom and foster equity for diverse groups, and a reciprocal

obligation to acknowledge and respect the academic freedom and diverse perspectives of colleagues, students, and other members of the university community.

### 1.6

It is in this context of academic freedom that university governance must be viewed. At the same time, universities are as obligated as other public institutions to maintain standards of fairness and equity. Claims to academic freedom do not exempt universities from the obligations, moral and legal, to be fair and equitable in decisions concerning teaching and research, as well in decisions concerning the careers of both academic staff and non-academic staff and of students.

### 1.7

All this contributes to the difficulty of finding the proper form of governance for Canadian universities. On the one hand, the important decisions in research and teaching can be made only by those with professional competence. But on the other hand, these must be coordinated, made to serve the needs of students with many different goals, and administered in such a way that the university is fully accountable to the public and to the governments that supply the funds for its operation.

### 1.8

Effective governance of universities requires that faculty members and librarians, given their professional competence, should be involved at the highest levels. But other constituencies, from lay appointees and alumni to students and support staff, should also have effective representation at appropriate points. At the same time, effective university governance presupposes that the various constituencies in the university, faculty and librarians, support staff, students, have effective associations or unions to represent their interests. Not only is faculty unionization compatible with faculty participation in the top governing structures, it has in many cases served to strengthen and enhance that role, to the betterment of universities.

### 1.9

The experience with university governance in Canada shows that a bicameral form of governance, with a Senate as the senior academic body of the university<sup>4</sup> and Board of Governors, is the most effective, provided that there exist mechanisms, such as joint committees, to ensure cooperation between the two bodies. Experience shows that the following principles are those most likely to succeed in making a university effective in its teaching, research and other academic functions.

## 2. The Senate

### 2.1

The Senate should be the chief academic decision-making body of the university.

### 2.2

The Senate should be composed primarily of elected academic staff since the university is largely defined by the work of the faculty in both teaching and research. The academic staff includes faculty, academic counsellors and professional librarians. The Senate should also have smaller numbers of elected student representatives and alumni. The President and Vice President (Academic) should be *ex officio* members with vote. Other senior administrators of the university other than these should have voice but not vote. There should be one or two representatives elected by the Board of Governors. The size of the Senate should be limited so that there can be effective debate and real control of academic programmes.

The academic staff members should normally be elected by the academic staff and the student representatives by the students. Electoral constituencies should be so devised that elections take place in

faculties or groups of faculties and from the professional staff of the library. Electoral constituencies should also allow part-time faculty, and graduate and part-time undergraduate students to be directly represented where numbers warrant.

As much as possible, gender and diversity should be effectively taken into account in Senate in all constituencies<sup>5</sup>. However, where necessary, in order to ensure representation of traditionally disadvantaged groups, Senates might consider other mechanisms for appointment other than election. Universities should endeavour to develop a culture where elected representatives as a matter of course consult their constituents on the matters before the Senate.

### **2.3**

The President of the Faculty Association should be expected to play a role on Senate. The Faculty Association brings a unique perspective that should be represented in Senate. The Faculty Association has the terms and conditions of appointment of professors and librarians as its mandate, whereas the mandate of the Senate is the academic well-being of the university. Given these different roles, Presidents of Faculty Associations should have voice but not vote on the Senate unless they are elected in their own right by one of the constituencies. But the faculty association perspective is one that does have much to offer in the arena of governance. This argues that the President of the Faculty Association be directly appointed by the Association as a voting member of Senate. Whichever alternative is adopted, it should not be imposed but be the result of negotiations between the Board and the Faculty Association.

### **2.4**

The President of the Student Association(s) should have voice but not vote on the Senate unless they are elected in their own right by one of the constituencies, as should the Presidents of the other campus unions.

### **2.5**

There should be a Speaker of Senate elected by the Senate who should have no other administrative post within the university. The Speaker should report to the Senate and not to an administrative officer. The Speaker should have secretarial assistance and, where there are rules or agenda committees, these should be chaired by the Speaker. The Speaker should ensure that the work of the Senate is effectively publicized.

### **2.6**

The Senate should have a number of standing committees, among which should be an agenda committee, an equity committee, and a finance committee. The role of the agenda committee is to ensure that all significant policy recommendations, from the administration or elsewhere, are debated in the Senate. The role of the equity committee is to ensure that Senate takes an active role in promoting equity and tolerance on campus and in its academic decisions; it should review and report on progress with respect to a variety of employment and educational equity issues. Given the importance of financial decisions to both the research and teaching of the university, the role of the finance committee is to oversee implementation of the university budget and make recommendations on changes. The committees should be chaired by elected members of the Senate. The equity and finance committees may be joint committees with the Board of Governors, provided Senate representatives are elected by the Senate and are at least equal in number to those from the Board. Committee membership need not be limited to those who are members of Senate or the Board. Relevant administrative officers should have voice but not vote on the committees of Senate, e.g., an employment equity officer on the equity committee, the vice president (finance) on the finance committee.

**2.7**

Senate, and, where relevant, the Board, should ensure that the equity committee has on it members who have the confidence of the various traditionally disadvantaged groups — groups such as women, the disabled, visible minorities, First Nations, and gays and lesbians. The means for establishing such representation should be established in consultation with advocacy groups from these constituencies and perhaps also with groups representing the constituencies in the broader community.

**2.8**

The debates of the Senate and its committees should normally be open. Debates should be closed only by vote. Closed debates should be rare and the subject very precise. There should be strict rules concerning the subjects where closed debate is permitted; this list might include such topics as the discipline of a particular student, details of university property transactions, etc. Where the university has closed circuit television or free access to community cable, important debates should be carried on these media.

**2.9**

The Senate and the Board of Governors should develop and adopt a mission statement for the university. This charter should be drawn up in consultations with all major groups in the University; these should include faculty, including part-time faculty, students, support staff, and traditionally disadvantaged groups. The statement should include both academic and financial plans. The statement and the plans that it includes should be specific about how the institution's mission is being implemented through these plans and about how progress is being assessed. The mission statement, along with the choice of any management indicators or other mechanisms to assess the implementation of the mission statement, should require the approval of both the Senate and the Board of Governors, should not attempt to override collective agreements, and should be reviewed at least every five years.

**2.10**

The Senate should take an active role in promoting and defending academic freedom on campus.

**2.11**

The Senate should also take an active role in promoting tolerance, equity and the acceptance of diversity on the campus. It should adopt a charter setting out the goals and aspirations of the university in this area. (Vide also 1.6, 2.6 supra.) The mission statement should include a commitment to employment equity at all levels of the institution.

**2.12**

The Senate should have a significant role in the adoption of the budget although the final decision should rest with the Board of Governors. Only in this way will the Senate have both power and responsibility. The detailed budget should be open. It should first be submitted by the administration to the Senate Finance Committee which should (vide 2.6, supra) be chaired by an elected member of the Senate. The Vice Presidents Academic and Administration (or their equivalents) should be ex officio members. Each year the Committee should hold public hearings on financial items in the budget which it deems significant and to receive written or oral representations from members of the university community, particularly those negatively affected. The Committee should have access to the line budget and any other financial records of the university it requires. It should have a definite timetable and report to the Senate on a regular basis. It should report the administration's budget and any amendments it wishes to propose to the Senate. It should also conduct an ex post facto review of the previous year's financial statement in connection with the development of the new budget.

The administration's budget plus the recommendations of the Senate Finance Committee should be debated and voted in the Senate. The Senate should report out the administration's budget and any

amendments it wishes to propose. The Board of Governors, nevertheless, should retain the final authority to adopt the budget; if, however, it rejects Senate's amendments, it should give reasons for those rejections.

### 2.13

Search procedures for the appointment of academic administrators, including senior academic administrators as well as deans and chairs, should, where appropriate, be subject to negotiation with the Faculty Association, and should be approved by both the Board and the Senate. The equity committee of the Senate in particular should be involved in the design of such procedures to confirm that the search procedures ensure that there is a vigorous search for non-traditional candidates. Equity can be served if appointments are awarded to candidates from traditionally disadvantaged groups in all situations where the candidate(s) from more traditional backgrounds are not demonstrably better qualified to serve as chair, dean, or in a presidential or vice presidential or other senior academic administrative position.

### 2.14

Senior academic administrators (president, vice-presidents academic, research, and graduate studies, and provost, where this office is distinct from the vice-president academic) should be chosen with the advice and consent of the Senate (vide Section 4, infra), as well as the Board of Governors. Deans should be elected by faculty or chosen with the advice and consent of the faculty council<sup>6</sup> and the appointments ratified by the Board of Governors. Chairs should be elected by faculty or chosen with the advice and consent of the departmental council and the appointments ratified by the Board of Governors.

### 2.15

University equity officers, ombudspersons, legal services, harassment officers and other employees with similar specific mandates should be accountable, within the confines of client confidentiality, to appropriate committees of Senate and to Senate as a whole as well as to the President. Senate should approve the terms of reference for these officers and the general policies under which they operate. Where these policies affect the terms and conditions of employment of professors and librarians, they should be negotiated with the Faculty Association.

### 2.16

The Senate should approve corporate membership by the university in outside bodies such as AUCC and regional organizations of administrators. It should require timely reports from the President concerning the major resolutions adopted by such bodies and whether or not the President or his/her delegate supported the resolution. There should be an annual report by the President to the Senate about the work of these bodies, the role of the university in them, and the costs involved.

## 3. Board of Governors

### 3.1

The freedom necessary to effective research and teaching in the university is best achieved by protecting the autonomy of the university. This should be done by vesting final responsibility for administering the university in a predominantly lay Board of Governors. The Board should be smaller than the Senate and should include a substantial number of government appointees (vide infra). The Board membership, while predominantly lay, should include alumni, students and faculty representation. Faculty representation should be both from the Senate and directly elected by the faculty. The President of the Faculty Association should be either ex officio a full voting member of the Board or ex officio a member with voice but not vote unless elected in his or her own right. The alternative selected should be a matter of negotiation between the University and the Faculty Association. The Student Association(s), the

Alumni Association and the other campus unions should be ex officio members with voice but not vote unless they are elected in their own right. Where there are multiple support staff unions or multiple student associations, regulations could require grouping, possibly by having the presidents serve in sequence. Such ex officio members should not have the right to attend in camera discussions of the collective bargaining position of the Board. The President and the Vice-President (Academic) should be voting members.

Government appointees to the Board should constitute the lesser of one-sixth of the total membership or six members.

Universities should be attentive to the interests of all sectors of society, and government appointees to the Board should ensure that this is so. To this end, Board membership should reflect the full diversity of the surrounding community, including representative numbers of women and men from traditionally disadvantaged groups, from labour, from volunteer groups, as well as women and men who can reflect broader provincial, national and international interests. Whatever the system or the numbers involved, government appointees should be appointed only through a provincial selection process established to ensure the nomination of candidates who are competent, able to represent the concerns of important segments of the community, and generally committed to the health and well-being of the institution. One possible model would be for provinces to create an independent advisory board, representative of stakeholder and community interests, charged with producing a slate of candidates who satisfy the conditions of competence, diversity, and freedom from significant conflict of interest. Government appointments to a university's Board of Governors should be made only after consultation with the Board and with reference to the institution's protocol and profile of needs.

Other lay members, other than alumni representatives (if any), should be chosen through a properly established search committee of the Board on which should sit at least one elected representative of the Senate. The Board should adopt a general regulation or protocol concerning the work of the search committee. This regulation should ensure that candidates are competent, able to represent the concerns of important and diverse segments of the community, as described in the preceding paragraph, are generally committed to the health and well-being of the institution, and are free of conflict of interest.

### **3.2**

The function of the Board is to ensure that the public is well-served by the university and to protect the autonomy of the university.

### **3.3**

To ensure that the public is well-served, the Board must ensure that the university efficiently uses its public resources in a way that most effectively protects and enhances the academic mission of the university. The Board should have a long-term interest in the financial security of the institution, and exercise its budgetary responsibilities in consultation with the Senate Finance Committee.

### **3.4**

To protect the autonomy of the university it should be the responsibility of the Board to exercise its authority in order to prevent various external groups and organizations, including the government, from influencing the directions of the university in a manner which circumvents established procedures. The Board members should be individuals who are prepared both to facilitate the representations of the public to the university and to defend and explain university programmes in the public arena. Neither civil servants nor active politicians could fulfil such a role.

**3.5**

The Board should adopt effective guidelines designed to address potential conflicts of interest that may arise in business dealings that members of the Board may have with the university. The guiding principle of such a policy should be public disclosure and withdrawal from the discussion of the item in question. However, individuals who work for corporations with a significant ongoing business relationship with the university such as law firms, banks and insurance companies should not serve on the Board of Governors.

**3.6**

The Board, with the advice and consent of the Senate, should appoint the President, and confirm the appointments of other academic administrators. Search procedures should be approved by both the Board and the Senate (vide 2.13, 2.14, supra).

**3.7**

Debates in the Board, including budget debates, should normally be open. The same conditions for in camera sessions that apply to debates in the Senate should apply to debates in the Board (vide 2.8 supra).

**3.8**

The Board, on the advice of the Senate, should be responsible, consistent with local collective agreements, for the health and safety operations of the university. It should ensure that local, provincial and federal regulations are followed and that there is regular reporting of all problems. University administrations should negotiate with their Faculty Association health and safety standards for research and teaching.

**3.9**

The Board should ensure that decisions concerning ancillary fee services over which the institution has discretion, such as parking or residences, should, in the case of faculty or other employees, be negotiated as part of the collective agreement and, in the case of other groups such as students, be made only after a public consultation process involving the principal user groups. A clear statement of what is covered by each fee and the disposition of surpluses and deficits should be made public in a timely fashion.

**3.10**

One or two lay members of the Board should be elected to serve on the Senate.

**3.11**

There should be an annual orientation session of the Board for new and old members. The Presidents of the Faculty Association, the Student Association, the Alumni Association and the campus unions should be invited to make formal presentations at such meetings.

**3.12**

In order to ensure that the university has effective liaison with community and other interest groups such as professional associations, the Board and the Senate should create, in conjunction with the groups concerned, efficient and ongoing mechanisms whereby representatives of the community interests and other groups can meet for effective and meaningful discussion about their concerns and needs, and receive timely responses to these representations from the university. If this leads to the creation of formal structures, the Board and the Senate should ensure that there is representation from such a structure on the Board and on the Senate so as to ensure that the community concerns are in fact achieved.

#### **4. Academic Administration**

##### **4.1**

The role of the university administration is to enhance and protect the academic mission of the university. Given the diversity of the university and its multiple functions, management should proceed not on the basis of imposing policies from the top down but by using established democratic procedures in the Senate to create consensus.

##### **4.2**

The role of the President and other senior administrators should be clearly defined in statements approved by the Board and Senate, as should procedures for their appointment. (Vide also 2.14, supra.)

##### **4.3**

The President and other senior academic administrators should be appointed only with the approval of the Senate and the Board. Such appointments should be made on the recommendation of search committees which should include a substantial number of academic staff as well as student and support staff representation. The Senate and Board should be required to choose from the short list of the search committee or to require a new search.

##### **4.4**

The procedures for search committees for senior academic administrative appointments should ensure that, while a long list based on an initial call through advertising may be confidential, the names on the short list are open. Those on the short list should be invited to the campus to address and answer questions from faculty, students, staff and other constituencies. When the short list is established, the search committee itself should contact relevant members of the home university of the candidates including the faculty and student associations for additional information. The candidates should be informed of this process in advance, should know who is being contacted, and should be permitted to suggest further names.

##### **4.5**

The Senate should create mechanisms for the annual review of senior academic administrators including, where desired by the academic staff, individual questionnaires to all members of the academic staff.

##### **4.6**

The Board and Senate, through negotiations with the Faculty Association, should establish mechanisms for the recall of academic administrators.

##### **4.7**

If a senior administrative appointee is also to have an academic appointment in a department, in particular a tenured position, then there should be rules established in advance to ensure that the candidate meets the standard and needs of the department and does not displace any existing member of the department. For the purposes of accounting, such positions should be treated as part of the administration and not the academic staff costs and any continuing administrative supplement in salary should be accounted similarly.

##### **4.8**

The senior administration should be subject, at a minimum, to the same conflict of interest rules as faculty. In addition, the rules should make clear that administrators, particularly those who deal with the university carriers, should receive only the same pension and benefit treatment as the academic staff. Conflict of interest rules for the administration should be public and should be approved by both the Senate and the Board of Governors.

**4.9**

Where size warrants, there should be faculty councils predominantly composed of faculty which should discuss the academic business of the faculty, hear reports from the faculty's senators, and should vote on the budget proposals of the faculty prior to the consideration of the budget by the senior administration and the Senate Finance Committee.

**4.10**

Deans (chairs) should be advocates of their faculty (department) as well as participants in the management structure. They should be chosen by a process approved by the Senate, involving a search committee mainly chosen by faculty. The faculty council (department) should be required to choose by vote from the short list of the search committee or to require a new search. Chief librarians should be appointed by an analogous process.

**4.11**

Procedures for administrative appointments in libraries should parallel those in other academic divisions of the university.

**4.12**

There should be a library council predominantly composed of academic librarians along the lines of faculty councils where size warrants. The library council should consider and vote on issues and policies affecting librarians and the library, including the budget proposals of the library for its budget prior to submission to the senior administration and to the Senate Finance Committee.

**4.13**

Where academic and library administrators seek reappointment, there should be a vote of their faculty or librarian constituency. In the case of department chairs, deans, and the chief librarian, these votes should be definitive, since these officers are meant to represent directly the interests of their constituency. In the case of the President and the Vice President (Academic), who represent a variety of interests, these votes need not be definitive but should be made public.

**5. Faculty Associations**

**5.1**

Faculty Associations or unions should have a right to address the Senate or Board on any matter of business that arises.

**5.2**

The Faculty Association should negotiate not only salaries and benefits, and grievance procedures, but also any policy that affects the terms and conditions of employment for academic staff and librarians. These should include, but not be limited to, procedures for appointment, tenure and promotion; policies for employment equity, and procedures for implementing them; procedures for return of academic administrators to the bargaining unit; and procedures for establishing the existence of, and for responding to, situations of financial exigency, programme redundancy or other programme termination.

**5.3**

All Faculty Associations with collective agreements have grievance procedures. Where Faculty Associations are not unionized, such procedures sometimes do not exist; where they do not, they should be created by negotiation with the Faculty Association. The Faculty Association, as well as individuals, should have the power to use the grievance process to ensure that policies are administered in a way that

is fair and equitable. In particular, the Faculty Association should have the power to grieve appointments on grounds that standards of fairness or employment equity have not been met.

**Approved by Council, May 1994; editorial revisions February 1995**

ENDNOTES

1. For a more detailed discussion of the background to this document, see Ernst Benjamin, Guy Bourgeault, and Ken McGovern, *Governance and Accountability: The Report of the Independent Study Group on University Governance*, CAUT, 1993.
2. 'Research' includes (1) the scholarship of discovery, that is, basic research involved in the quest for new knowledge; (2) the scholarship of integration which synthesizes knowledge within or across disciplines for both specialists and non-specialists; (3) the scholarship of application, which attempts to apply knowledge already to hand to the solution of problems and to serve the needs of the larger community; (4) the scholarship involved in creative professional work in the fine arts and in disciplines such as architecture; and (5) the scholarship of teaching, aimed at improving teaching.
3. 'Teaching' includes undergraduate teaching, teaching in such professional programmes as medicine, law, engineering, library science, social work, and such fine arts as theatre, music, painting and sculpture. There are also special programmes for transitional year students, for those who have been educationally disadvantaged, distance education and continuing education at all levels. At many universities teaching also includes teaching at the more advanced levels of the Masters and Doctoral degrees, as well as supervising post-doctoral research associates. Librarians are an essential resource for teaching at all levels and in all programmes.
4. The term 'senate' is used throughout to refer to the senior academic body of the university, though in some universities such a body has other names, e.g. 'General Faculties' Council'.
5. Widespread demands for women academics and men and women of other traditionally disadvantaged groups to serve on a variety of committees or to fill administrative posts can produce unreasonable pressure on them both to undertake these tasks and to maintain a normal academic career. This substantial extra service should be recognized in career evaluation procedures and may sometimes require released time.
6. Faculty and Library Councils are considered in 4.9, 4.10, 4.11, 4.12 and 4.13, infra.