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**COLLECTIVE AGREEMENT**  
**between**  
**THE ST. JEROME'S UNIVERSITY ACADEMIC STAFF ASSOCIATION**  
**and the**  
**BOARD OF GOVERNORS OF ST. JEROME'S UNIVERSITY**



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Effective: March 24, 2011

Expiry: April 30, 2013

**ON BEHALF OF THE UNIVERSITY:**

**ON BEHALF OF THE SJU-ASA:**

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David B. Perrin  
President and Vice-Chancellor

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David Seljak  
President, SJU-ASA

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Maureen O'Donoghue Rich  
Chair of the Board of Governors

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Cyntha Struthers  
Vice-President, SJU-ASA

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Pat Leicester  
Member, Board Bargaining Committee

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Cathy Brothers  
Member, Board Bargaining Committee

Signed on \_\_\_\_\_

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## **ST. JEROME'S UNIVERSITY EMPLOYER COUNTER PROPOSAL**

### **1. Definitions**

- (1) "Academic Committee" shall mean a committee of the Academic Department Chairs, Librarian, Associate Dean, and Vice-President / Academic Dean, as voting members, and Registrar and two (2) representatives from the Students' Union as non-voting members.
- (2) "Academic Program" shall mean a set of courses or other units of study which serve to fulfil requirements of certificates or degrees by St. Jerome's University or through St. Jerome's University by another University.
- (3) "Academic Year" shall mean September 1 through August 31
- (4) "Act" shall mean the Consolidated Act of Incorporation of St. Jerome's University (2000).
- (5) "Associate Dean" shall mean the Associate Dean appointed by the Vice-President / Academic Dean.
- (6) "Association" shall mean the St. Jerome's University Academic Staff Association.
- (7) "Bargaining Unit" shall mean all persons employed by St. Jerome's University as full-time members of the academic staff holding tenure or tenure track positions or having a contract for twelve (12) months or longer, and professional librarians, save and except administrators at the rank of Associate Dean or higher.
- (8) "Board" shall mean the Board of Governors of St. Jerome's University as established by the Act.
- (9) "Case File" shall mean that file prepared by a Member as part of his / her application for renewal, tenure, and promotion.
- (10) "CAUT" shall mean the Canadian Association of University Teachers.
- (11) "Course" shall mean an academic offering valued at 0.5 credits by the University of Waterloo Senate for the purpose of conferring degrees.
- (12) "Department" shall mean an academic and administrative unit into which academic staff Members are appointed for the coordination and performance of their respective academic duties and for the execution of the educational activities of the University.
- (13) "Department Chair" shall mean the Member appointed to direct a Department.

- (14) "Department Member" shall mean a Member in a department. Membership in a department shall be determined in the Member's initial letter of appointment unless subsequently reassigned by the Vice-President / Academic Dean.
- (15) "Employer" shall mean the Board of Governors of St. Jerome's University as defined by the Act.
- (16) "Faculty" shall refer to a Member who holds a rank of Lecturer, Assistant Professor, Associate Professor, or Professor.
- (17) "Fiscal Year" shall mean the period from May 1 through April 30.
- (18) "Interdisciplinary Program" shall mean a grouping of related courses outside a Department for which there is a distinct academic credential normally offered during the Academic Year.
- (19) "Member" shall mean those employees falling within the Bargaining Unit.
- (20) "OCUFA" shall mean the Ontario Confederation of University Faculty Associations
- (21) "President" shall mean the chief executive officer of the University who has supervision over and direction of the academic work and general administration of the University, the faculty, the staff and the students and has such other powers and duties as may be conferred upon him or her by the Board.
- (22) "President of the Association" shall mean the President or the acting President of the St. Jerome's University Academic Staff Association
- (23) "Sessional Stipend" shall mean the stipend provided to a sessional lecturer for the teaching of a course in a given year.
- (24) "SJUC" shall mean the St. Jerome's University Council or some other such "senate-like body" established by the Board as part of a bicameral system of governance.
- (25) "University" shall mean St. Jerome's University.
- (26) "UW" shall mean the University of Waterloo.
- (27) "Vice-President / Academic Dean" shall mean an officer appointed by the Board to assist the President and, in the absence of the President, to perform the functions of the President.
- (28) "Working Days" shall mean weekdays unless the University is closed.

## **Preamble**

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

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

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

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

1.2 Full and Fair Consideration

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

## **Article 2 – Academic Freedom**

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

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

- (a) examine, question, teach, and learn;

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

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

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

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

### **Article 3 – Recognition**

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

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

sent to the short-listed job candidate shall be sent immediately to the President of the Association.

#### **Article 4 – Association Dues**

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

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

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

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

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

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

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

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

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

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

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

Name

Current rank

Rank and category of initial appointment

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

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

Date of appointment

Dues deducted in the previous fiscal year

University telephone number and e-mail address

Types and durations of leaves

Promotions

Date of birth

Highest degree

Home address and telephone number

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

Actual salary in the most recent fiscal year

Nominal salary in the most recent fiscal year

Results of recent merit applications

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

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

5.10 The Employer shall place a clear and visible link to the Association website on the main faculty or faculty & staff page of the St. Jerome's University website.

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

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

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

## **Article 6 – Association Rights**

### **6.1 Course Release**

(a) The Employer shall grant to the Association three (3) course releases for the term of this Agreement, to be assigned by the Association.

(b) The Employer shall grant the Association's Chief Negotiating Officer one (1) additional course release per year in years in which bargaining occurs.

(c) The Association may purchase additional units of course release for its Members during the term of this Agreement. The cost per course release shall be equivalent to the Sessional Stipend.

(d) The Association shall notify the Employer of its intention to assign any course releases at least sixty (60) days prior to the commencement of the term in which the release will be used.

(e) The Association shall effect the payment stated in 6.1(c) no later than the first day of the academic term during in which the course is taught.

(f) Should a Librarian Member be assigned such release time by the Association, it shall be assigned at an equivalency rate of 3.5 hours / week on average per one-term undergraduate course. The Librarian Member shall negotiate with Academic Dean / Vice-President the timing of such release time.

### **6.2 Recognition of Service**

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

### 6.3 Mail

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

## **Article 7 – Employer Rights**

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

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

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

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

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

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

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

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

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

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

## **Article 9 – Non Discrimination**

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

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

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

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

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

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

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

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

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

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

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

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

### 11.5 Definitions

(a) Grievance: a grievance is a claim, dispute, or complaint involving the interpretation, application, administration, or alleged violation of this Agreement.

(b) Grievor: the grievor is the Association which initiates a grievance on behalf of a Member, or group of Members or itself.

(c) Employer-Grievor: the employer-grievor is the Employer who initiates a grievance against a Member, group of Members, or the Association.

### 11.6 Types of grievance

(a) An individual grievance is a grievance initiated by the Association on behalf of an individual Member.

(b) A group grievance is a grievance initiated by the Association on behalf of a group of identified Members.

(c) A policy grievance is a grievance by the Association that may involve a matter of general policy or of general application of the Agreement.

(d) An Association grievance is a grievance that directly affects the Association.

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

### 11.7 Time limits

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

### 11.8 Technical irregularities

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

### 11.9 Grievance Procedure

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

Association, as the case may be, shall forward to the other the written reasons for denying the grievance.

(e) All grievance-related discussions directed at settlement of the matter are privileged and cannot be relied upon at arbitration.

#### 11.10 Arbitration Procedure

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

(b) The Parties shall choose an arbitrator from a list agreed to by the Parties. Should the Parties fail to agree on the appointment of an arbitrator within ten (10) working days of receipt of the notice specified in 11.10(a), the arbitrator shall, upon request of either Party, be appointed by the Ontario Minister of Labour as provided for under the *Labour Relations Act*.

(c) The arbitrator shall have the duty and power to adjudicate all matters in dispute in accordance with the powers conferred by the *Labour Relations Act*, as amended from time to time.

(d) The arbitrator shall have jurisdiction to award such remedy or remedies as conferred by the relevant provisions of the *Labour Relations Act*, as amended from time to time.

(e) In disciplinary matters, the arbitrator may confirm, amend, or set aside the decision of the Employer and, if such is the case, substitute the decision the arbitrator deems fair and reasonable.

(f) The arbitrator shall have the power to make an interim order requiring the Employer to provide relief in accordance with the powers conferred by the *Labour Relations Act*, as amended from time to time.

(g) The arbitrator shall not have the power to alter, add to, modify, or amend the Collective Agreement in any respect whatsoever, nor render an award inconsistent therewith.

(h) The parties to the arbitration shall share equally the arbitrator's fees and expenses, except that, in the case of a grievance against dismissal for cause or an Employer's grievance, these costs shall be paid entirely by the Employer. Where the Employer grievance is upheld by the arbitrator, the Association shall reimburse the Employer for one half of the foregoing fees and expenses. The costs of presenting a case shall be borne by the respective Parties to the arbitration. The Employer shall provide hearing room on the university campus if such space is available.

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

#### 11.12 Mediation

(a) Within seven (7) calendar days of the referral of a grievance to arbitration, the Parties may agree to a mediation process. In such circumstances, the Parties will determine a mutually acceptable, qualified, neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. The Employer shall bear the cost of the fees and expenses of the mediator.

(b) The Parties shall engage in this process on the following basis:

- (i) Each party shall make every reasonable effort to resolve the matter.
- (ii) Any positions taken or information provided by either party during the mediation shall not be admissible should the matter proceed to arbitration.
- (iii) Mediation shall not be used to delay arbitration of a matter.

### **Article 12 – Health and Safety**

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

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

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

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

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

## **Article 14 – Disciplinary Measures**

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

14.2 In all matters of discipline, a Member has the right to seek advice from the Association and to be accompanied by an Association representative for advice and support (including, if necessary, aid in presenting the Member's position) during any meetings attended to discuss such matters. All disciplinary measures are grievable under Article 11.

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

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

(a) A letter of warning or reprimand. Such letters must be specific and must be clearly identified as disciplinary measures.

(b) Suspension with pay. Suspension is the act of relieving a Member, without her / his consent, of some or all Employer duties and / or privileges.

(c) Suspension with partial pay, or without pay, or a fine in lieu thereof, where appropriate.

(d) Dismissal for cause. For Members with tenured appointments, dismissal means the termination of appointment without the Member's consent. For all others, dismissal means termination of appointment without the Member's consent before the end of the contract. Non-renewal of definite term or probationary appointments and denial of tenure do not constitute dismissal.

14.5 Just cause for the dismissal of a Member includes, but is not limited to, the persistent and serious neglect of the normal duties of a Member, particularly with respect to teaching, scholarship, and professional librarianship, or the failure to carry out such duties as are reasonably assigned by the appropriate academic authorities. In a case of persistent neglect, the action for dismissal must have been preceded by letters of warning from the Vice President / Academic Dean. Warnings shall not only state the nature of the alleged deficiencies and make constructive suggestions for improvement, but also shall be followed by a reasonable period in which to make improvements.

14.6 Just cause for dismissal also includes but is not limited to: a serious breach of criminal law; violent behaviour or threats of violence against a member of the University community; a serious breach of ethical behaviour; and violations of ethics in respect to scholarship, teaching, or collegiality. Any of the above must be of such a serious nature as to render the Member clearly unfit to continue to hold a tenured or other appointment with the Employer.

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

14.8 The Vice President / Academic Dean shall promptly investigate any concerns or allegations about a Member if the Vice President / Academic Dean reasonably believes that a situation warranting disciplinary measures may exist. The Vice President / Academic Dean shall inform the Member as soon as may reasonably be possible both of the nature of the allegation and if an investigation is being undertaken. The investigation itself is not a disciplinary measure, and an investigation which has not yet been completed is not a matter for grievance.

14.9 The Vice President / Academic Dean shall take reasonable steps to maintain the Member's privacy and the confidentiality of the investigation and its findings until the imposition of discipline, if any. However, some disclosure of concerns and allegations may be necessary, either in order to conduct the investigation or if the Vice President / Academic Dean has reasonable grounds to believe that such confidentiality may place a person or persons at risk of significant harm. In the event that it is determined that there shall be no disciplinary action, the Vice President / Academic Dean must inform each individual to whom concerns and allegations were disclosed that there is no basis for disciplinary action.

14.10 When the investigation has been completed, and if disciplinary action is being considered, the Vice President / Academic Dean shall notify the Member in writing of the results of the investigation and of the proposed disciplinary action. The notice shall provide the specific details of the alleged cause for the discipline, including all names, places, and dates of the alleged incidents, and shall either be hand-delivered to the Member, or delivered by registered mail to the Member's last known address. The date of notice is defined to be either the date on which a registered letter has been signed for or the date on which the notice is hand-delivered to the Member.

14.11 The Vice President / Academic Dean shall convene a meeting within twenty-five (25) working days of the date of notice to afford the Member an opportunity to make oral and / or written submissions before any disciplinary measures are imposed. The Member shall be given at least seven (7) working days' notice of the time and place of the meeting. The Vice President / Academic Dean may invite the person or persons who have carried out the investigation to attend. At this meeting an attempt shall be

made to resolve the matter in a manner satisfactory to all concerned. For the purposes of this clause, days during which the Member is on pre-scheduled vacation, as well as Saturdays and Sundays, other holidays, days during which the Employer is officially closed, and days during which the Member is absent on pre-scheduled official Employer business shall not be treated as working days.

14.12 If no satisfactory solution is reached at the meeting referred to in 14.11, within two weeks the Vice President / Academic Dean shall notify the Member in writing of the disciplinary decision with reasons.

14.13 The Vice President / Academic Dean shall make every reasonable effort to notify the Member of the meeting referred to in 14.11. If the Vice President / Academic Dean is unable to contact the Member, or if the Member is notified and chooses not to attend, the meeting shall be dispensed with, and the Vice President / Academic Dean may give notice of discipline as in 14.12 above.

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

14.15 Where the disciplinary action is dismissal for cause, suspension with reduced pay or a fine in lieu thereof, the Member shall retain full salary and benefits (subject to the rules and regulations of UW benefit programs) until the time limit for filing a grievance under Article 11 has expired. If the disciplinary action is grieved, the Member shall retain full salary and benefits for a period of one year from the date of the disciplinary decision in 14.12, or until the grievance and arbitration procedures set out in Article 11.10 have been completed, whichever is earlier. In the event that the arbitrator finds in favour of the Member, any lost compensation shall be restored.

14.16 Notwithstanding 14.15, eligibility for full salary and benefits shall not extend beyond the Member's retirement date (if a retirement date exists), nor beyond the termination date for a definite term or probationary appointment terminated in accordance with this Agreement. Furthermore, the Employer may terminate salary and benefits if, during the period referred to in 14.15, the Member accepts outside employment in excess of that approved under this Agreement.

14.17 Where the disciplinary action is dismissal for cause or suspension, at the request of either the Member or the Vice President / Academic Dean, the President may relieve the Member of her / his duties during the period of full salary and benefits as specified in 14.15. If this action is taken the Association shall be informed. If the disciplinary action is suspension with pay, such suspension shall count towards the period of suspension in the event that the grievance is unsuccessful.

14.18 Failure of a Member to grieve a letter of reprimand or warning at the time of receipt of the letter shall not be deemed an admission of the validity of the reprimand or the warning.

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

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

### 15.2 Definite Term Appointments

Definite Term appointments shall terminate at the end of the term.

### 15.3 Tenure Track Appointments

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

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

### 15.4 All Appointments

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

## **Article 16 – Privacy**

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

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

16.3 The Employer reserves the right to monitor and access user accounts solely to safeguard the integrity of the computer system, or as required by law. Only authorized

and appropriately trained personnel in the performance of their employment duties may access and monitor the use of information technology and computing facilities.

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

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

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

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

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

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

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

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

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

(a) No candidate shall be recommended for appointment who does not meet the criteria for the applicable appointment; and

(b) The recommended candidate shall be a member of the group identified in 17.2 above, unless another candidate is demonstrably superior.

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

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

18.1 (a) The responsibility of initiating an academic appointment is that of the President and the Vice-President / Academic Dean in consultation with the Academic Committee. When approval is granted, the Chair of the relevant academic department will be invited to initiate the recruitment process.

(b) The Chair of the Department may raise the need for academic appointments, whether required on an incremental or a replacement basis, with the Vice-President / Academic Dean who shall engage in consultations with such Chair.

(c) The process of developing recommendations on the appointment of academic staff is a peer-review process. The Employer recognizes that input from Members of the same discipline as that of the contemplated appointment is important. The guiding objective is to attract and appoint the most highly qualified candidates. In its deliberations, the Search Committee shall consider various factors including:

- i. academic credentials;
- ii. program fit with the relevant academic unit;
- iii. evidence of positive teaching performance;
- iv. record or clear potential of a strong research record;
- v. support for the Mission of the University;
- vi. principles of gender and employment equity; and
- vii suitability for appointment at the University.

### 18.2 Procedures

(a) Except in the case of Definite Term Appointments identified in (b) below, the Chair of the relevant academic department shall convene a meeting of the Search Committee and serve as the Chair of the Committee.

(b) In the case of Definite Term Appointments of twenty-four (24) months or less, the Chair of the relevant Department shall seek the opinion of the Academic Committee as to the appropriateness of an open search. The Vice-President / Academic Dean shall take into consideration the opinion of the Academic Committee and the Department Chair in determining whether to proceed with an open search (in which case the procedure outlined below shall apply) or make an appointment based on the Department Chair's recommendation of a candidate.

(c) The Department, through the Department Chair, shall provide the Vice-President / Academic Dean with recommendations on the content of the advertisement. After consultation with the Vice-President / Academic Dean, the Department Chair shall present a draft advertisement to the Academic Committee for approval. The position shall be advertised at least in, but not limited to, *University Affairs* and the *CAUT Bulletin*.

(d) The Department Chair of the relevant Department shall convene a Search Committee as set out in Article 18.3.

(e) The Search Committee shall review applications and recommend to the Vice-President/Academic Dean a short-list of qualified candidates. The shortlist shall consist of at least two (2) applicants.

(f) The Search Committee shall conduct interviews of the short-listed candidates. The University community as well as faculty Members from the University of Waterloo shall have the opportunity to meet the candidates and provide confidential feedback to the Search Committee. The Search Committee shall also seek the confidential written opinion of the Chair of the corresponding UW department, where such department exists. The Chair of the Search Committee shall provide the Chair of the corresponding department a copy of the *curriculum vitae* of all short-listed candidates.

(g) The Vice-President / Academic Dean and the President shall have an opportunity to review the Search Committee file for short-listed candidates and may interview such candidates thereafter.

(h) The Search Committee shall make a detailed written report and recommendation, which includes a proposal for a starting rank and credited years of equivalent service, as well as tenure if appropriate, through its Chair, to the Vice-President / Academic Dean who shall provide such report, along with his/her written recommendation on the appointment, to the President. The President shall meet to discuss the recommendations with the Vice-President / Academic Dean and Chair of the Search Committee.

(i) If the Search Committee determines that any of the short listed candidates may be offered tenure pursuant to an appointment, the applicable dossiers shall be forwarded to the RTPC for a determination as to tenure eligibility. The RTPC shall render and report its decision on the matter to the Search Committee prior to the Committee finalizing its recommendation in accordance with (h) above.

(j) The President shall make the decision on acceptance or rejection, in whole or in part, of the Search Committee's recommendation. The President shall not grant tenure to a candidate whom the RTPC has determined ought not be eligible in accordance with (i) below. The President's decision shall be communicated to the Chair of the relevant Department.

(k) Where the consensus of the Search Committee is that no candidate is appropriate, or the President declines the Search Committee recommendation, the

request for an appointment shall be addressed in a manner consistent with the University's immediate academic needs as determined by the Vice-President / Academic Dean, after engaging in consultation with the Chair of the relevant Department.

(l) The letter of appointment shall designate the terms and conditions of that appointment, including salary, and the Member's Department. The letter of appointment shall stipulate that the appointment is subject to this Agreement and shall include the Member's rank and any credited years of equivalent service. A copy of the letter of appointment shall be placed in the Member's Confidential Personnel File and forwarded to the Association.

### 18.3 Search Committee

(a) The Search Committee shall consist of a minimum of four (4) persons. The committee shall consist of:

(i) the Department Chair, who shall chair the committee;

(ii) a minimum of two (2) (to a maximum of three [3]) Department Members, selected by the Department, in a tenured or tenure-track position. In cases where a Department does not have two (2) eligible Members, additional Members shall be selected through the agreement of the departmental members and the Vice-President / Academic Dean;

(iii) a member of another department, preferably with tenure, appointed by the Vice-President/Academic Dean after consultation with the Chair of the Committee; and should include

(iv) a representative of the corresponding UW department or program, where one exists, who accepts the invitation from the Chair of the Search Committee.

(b) In serving on a Search Committee, Members are expected to attend all interviews, teaching presentations, research discussions, and Search Committee deliberations to ensure consistency and fairness in the search process.

(c) The Chair of the Committee shall advise the Vice-President / Academic Dean in writing as to the membership of the Search Committee.

(d) Search Committee deliberations and processes shall be administered in a confidential manner consistent with applicable privacy, human rights and employment equity legislation.

### 18.4 Interdisciplinary Programs / Library

(a) Where the search involves an academic staff position for an Interdisciplinary Program or for the Library, the foregoing process shall be applied substituting the Director or Librarian, as the case may be, in lieu of the Department Chair.

(b) The Search Committee membership shall be determined by the Chair of the Search Committee in consultation with the Vice-President / Academic Dean. Normally members of the Search Committee shall be selected from those teaching in the Interdisciplinary Program, or serving on the Library Committee, as the case may be.

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

### 19.1 Ranks of Appointments

The ranks of Appointments governed by this Agreement will be made into one of the following academic ranks:

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

### 19.2 Categories of Appointment

The categories for appointments under this Agreement shall be as follows:

#### (a) Definite Term Appointments

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

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

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

#### (b) Tenure-Track Appointments

Tenure Track appointments consist of two phases of probationary assessment during which time the Member must demonstrate the required qualifications and performance for obtaining a Tenured Appointment. A first probationary appointment shall normally have a duration of three (3) years and is normally followed by a second probationary

appointment of the same duration. Tenure-track appointments shall not be made at the rank of Lecturer.

(c) Tenured Appointments

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

19.3 Standards for Appointment

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

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

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

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

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

The successful candidate must hold a recognized Ph.D or equivalent.

(d) Standards for Appointment to the Rank of Lecturer

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

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

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

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

20.1 Mandate

(a) The Renewal, Tenure, and Promotions Committee (RTPC) is responsible for evaluating the performance of Members on matters assigned to it by this Agreement, in particular renewal of tenure-track appointments, and applications for tenure and promotion.

(b) At the request of the Vice-President / Academic Dean, the RTPC may provide advice on any other matter consistent with its mandate under the terms of this Agreement, including maintenance of standards for teaching / academic librarianship, scholarship, and service.

## 20.2 Membership

(a) The RTPC is composed of the following membership:

(i) Vice-President / Academic Dean (Chair) who is ineligible to vote except to break a tie;

(ii) Three (3) tenured Members of the faculty elected by the full-time academic staff of the SJUC; and

(iii) a non-voting member of the relevant Faculty (i.e., Arts or Mathematics) at UW appointed by the Dean of that Faculty.

(b) All members of the RTPC must be present for votes, except in cases of conflict of interest, including as identified below.

## 20.3 Rules and Procedures

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

(b) Any material submitted anonymously or not specifically naming the Applicant shall not be considered by the RTPC in its deliberations.

(c) The deliberations of the RTPC shall be strictly confidential, except as otherwise permitted under this Agreement or required by law.

(d) Prior to finalizing its recommendation, the RTPC shall interview the Applicant regarding any matters of substantial concern.

(e) All recommendations on applications shall be in written form and include the reasons on which such recommendations were based.

(f) Elected members of the RTPC shall sit for a maximum of two (2) consecutive three (3) year terms with an election being held to replace one position on an annual basis.

## 20.4 Conflict of interest

(a) The RTPC shall develop and promulgate conflict of interest guidelines.

(b) Applicants and members of the RTPC are responsible for claiming or declaring a conflict of interest, should one exist.

(c) Should an Applicant wish to assert that a conflict of interest exists, the Applicant must provide the Vice-President/Academic Dean with written reasons in support of such claim prior to submitting the application. The Applicant will not be allowed to assert such a claim once the RTPC has received the application unless relating to a post-application change in the composition of the RTPC.

(d) An Applicant who is a member of the RTPC shall not participate as a member of the RTPC where his / her application is being considered. The RTPC shall be composed of the remaining three (3) members during such individual's review.

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

### 21.1 Guidelines

(a) The granting of tenure to a tenure-track Assistant Professor carries with it appointment at the rank of Associate Professor.

(b) When a Member applies for simultaneous tenure and promotion, he / she shall submit a single case file.

(c) A denial of an early application for tenure, that is, an application made prior to the third year of a renewed tenure-track appointment, is not, in itself, a termination of appointment.

(d) A Member may not be considered for tenure more than twice.

(e) Members may challenge the denial of tenure or promotion pursuant to the grievance and arbitration articles of this Agreement.

(f) Recommendations and decisions on promotion and tenure shall be of the following types:

(i) Promotion: that promotion be granted or denied;

(ii) Tenure: that tenure be granted, denied, or deferred.

### 21.2 Timelines

(a) A Member on a tenure track appointment may be considered for tenure at any time after having completed three (3) years of full-time university faculty service in the rank of Assistant Professor or in an academic librarian rank. That notwithstanding, consideration normally occurs in the penultimate year of a second probationary appointment, that is, during the fifth full year of full-time employment at the University in the rank of Assistant Professor or Librarian.

(b) Assistant Professors or Librarians in their second probationary contracts, who have grounds allowable under law or this Agreement (e.g., a leave), may submit a request for a contract extension to the Vice-President / Academic Dean. Where the contract extension results in a deferral of tenure, the Vice-President / Academic Dean shall consult with the RTPC regarding such request. The Vice-President / Academic Dean shall consider the RTPC's recommendation and either approve or deny the extension. Requests for extensions shall not be unreasonably denied. Such extensions shall be limited to one year.

(c) A Member may apply for promotion from Associate to Full Professor with at least ten (10) years full-time university faculty membership, or at least four (4) years in the rank of Associate Professor.

(d) Members shall notify the Vice-President / Academic Dean, in writing, of their intention to apply for tenure on or before 1 July.

(e) Members shall submit their Case File, together with a list of at least three (3) external assessors, to the Vice-President / Academic Dean on or before 1 September of the year in which the review is to take place.

(f) Within two (2) weeks of submission of the case file, the Vice-President / Academic Dean, Member, and a member of the RTPC shall meet and review the case file to ensure that the Member has included all pertinent material. In the event that the file is incomplete, the Member shall have two (2) weeks to submit the missing material, after which time the case file shall be considered closed.

(g) The RTPC shall make its recommendations in writing and submit them, together with a written statement of the supporting reasons on which each recommendation was based to the President, with a copy at the same time to the Member, on or before 15 April. Where the RTPC cannot reach a unanimous recommendation, the Chair will also submit a written report to the President summarizing the divergent opinions.

(h) The President shall present the RTPC's recommendation to the Employer for a decision on the Member's application no later than May 15th of the academic year in which the review occurs. The Employer shall not unreasonably reject the RTPC's recommendation. The President shall inform the Member of the decision, in writing, within seven (7) calendar days.

(i) Where tenure and/or promotion is granted, the effective date shall be 1 July.

### 21.3 External Assessors

(a) When making a recommendation for tenure and / or promotion, the RTPC shall obtain assessments from three (3) external assessors, expert in the area(s) of the Member's scholarly activity. The RTPC shall choose assessors with due regard to the area(s) of scholarly activity / professional librarianship.

(b) The RTPC shall select three (3) assessors from a list composed of at least three (3) names submitted by the Member, and at least three (3) names determined by the RTPC. The RTPC shall present the Member with its list of names. The Member may challenge, in writing to the committee, potential assessors for bias, apprehension of bias, conflict of interest, or unsuitability. If the Member and the RTPC cannot agree on a common pool of possible assessors, the RTPC shall select two (2) names from its list and (2) two names from the Member's list. In this case alone, the RTPC shall consult four (4) assessors rather than three (3).

(c) The Chair of the RTPC shall instruct external assessors to examine the scholarship of the Member. Outside assessors will reasonably consider the weight and nature of the candidate's teaching / Professional Librarianship, service, and scholarship as in any North American university comparable to St. Jerome's University in the demands it makes on Members.

(d) The Member shall receive a list of the materials to be sent to the assessors. Within five (5) business days of receiving such list, the Member may request that the RTPC include additional materials already present in the Case File.

(e) Following communication of the RTPC's recommendation, the Member may request to review the external assessors' comments after all identifying marks have been removed.

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

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

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

#### 21.5 Sources of Information:

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

Materials submitted as evidence in 21.5.(a) through 21.6 shall be evaluated by the RTPC and external assessors.

##### 21.5 (a) Criterion 1A: Teaching

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

(i) A teaching philosophy statement, that is, explanatory material about aims and methods of teaching written and submitted by the candidate;

(ii) Course descriptions, syllabi, bibliographies, or other material distributed in courses;

(iii) Material descriptive of courses submitted to other bodies (e.g., departmental or University curriculum committees);

(iv) Letters of reference from colleagues;

(v) Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures. Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;

(vi) Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops, or conferences on teaching.

#### 21.5. (b) Criterion 1B: Professional Librarianship

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

(i) A philosophy of librarianship statement, that is, explanatory material about aims and methods of professional librarianship written and submitted by the candidate;

(ii) Letters of reference from colleagues;

(iii) Results of student evaluations carried out in accordance with the University's course evaluation policy and procedures. Evaluation results administered independent of University-wide standardized student evaluation procedures may also be submitted;

(iv) Evidence of internal and/or external awards, publications, citations, presentations at colloquia, seminars, workshops or conferences on librarianship or teaching.

#### 21.5. (c) Criterion 2: Scholarship

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

(i) References and citations, and copies of printed or electronic publications, papers presented at scholarly conferences, and other materials selected by the candidate;

"Publications" include work formally accepted for publication by reputable journals or publishers, as well as book chapters in the candidate's discipline, in interdisciplinary journals, or in journals devoted to the scholarship of teaching and learning, as well as creative works and works published outside the candidate's discipline.

In the case of librarians, “publications” may also include, but are not limited to, the organization and synthesis of existing knowledge, published or edited articles, bibliographies, books, book chapters, entries, reviews, and / or internet resources.

(ii) Citation by others in the field;

(iii) Evidence of reception of grants, fellowships, or awards;

(iv) Evidence of participation in funded research;

(v) Substantial creative works relevant to the discipline or scholarly field which have been made public; and

(vi) Documentary evidence of exemplary practice in professional fields, which may include written research, and policy or practice monographs;

(vii) evidence of teaching in library and information science, or related fields;

(viii) evidence of service as a reviewer, referee, contributor, or editor for a professional or scholarly publication.

#### 21.5 (d) Criterion 3: Service

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

(i) evidence of active participation in the life of the University and / or the University of Waterloo, professionally related service in the community, and / or professional and / or scholarly organizations;

(ii) letters from colleagues, committee chairs, and / or supervisors;

(iii) annual and / or ad hoc reports; and

(iv) news reports

#### 21.6 RTPC Solicited Sources of Information

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

(a) Written input from the Department Chair or the Associate Chair for Undergraduate Studies of the corresponding University of Waterloo department, if such a department exists, or, in the case of the librarian candidate, written input from the University of Waterloo Chief Librarian regarding the candidate’s performance in the Tri-University library system;

(b) A written evaluation of the candidate's teaching by his or her departmental chair or program director, or, in the case of the librarian, a written evaluation by the Library Committee;

(c) Observation of two (2) to four (4) of the candidate's lectures / seminars. Each observation shall be made by at least two Members of the RTPC, excluding the Vice-President / Academic Dean;

(d) Responses from the external assessors sought by the RTPC;

(e) Feedback from students, gathered by members of the RTPC through interviews. Eligible students are those previously enrolled in a Member's course, or who have utilized the librarian candidate's services; the RTPC shall randomly and anonymously select three (3) to five (5) students who received a mark of sixty (60) or greater in one or more of the Member's classes to interview.

(f) The foregoing material shall be destroyed after the conclusion of the probationary review, tenure, or promotion process including any grievance, arbitration, or appeals.

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

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

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

22.2 The Member's application for the renewal of a first probationary appointment must be made no later than 1 September of the final year of the first probationary term. The letter of application must be addressed to the Vice-President / Academic Dean and shall include a Case File demonstrating acceptable performance in progressing towards meeting the standards for tenure and promotion.

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

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

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

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

23.2 (a) A Member appointed to a position excluded by this Agreement shall, upon cessation of the contract, regardless of reason, retain their academic position and enter the Bargaining Unit. Any termination of the Member's academic appointment shall be in accordance with the terms of this Agreement.

(b) The salary and benefits of an administrator entering or re-entering the Bargaining Unit shall be governed solely in accordance with the terms of this Agreement.

(c) The Member's length of service for the purpose of this Agreement shall continue to accrue for the duration of such appointment for all relevant purposes, except Sabbatical.

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

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

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

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

(a) a minimum of \$10,000,000.00 dollars in respect of eligible damages claims against the Member including those relating to negligence, property loss, personal injury, defamation, and slander; and

(b) all reasonable and necessary legal costs personally incurred by the Member to a maximum of \$100,000 per individual claim, subject to an annual aggregate Employer total of \$500,000 *per annum*.

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

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

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

25.1 Academic Staff holding the rank of Assistant Professor, Associate Professor, and Professor

The normal full-time workload of academic staff members holding the rank of Assistant Professor, Associate Professor, and Professor shall include research, service, and teaching. Specifically, each Teaching Member shall be entitled and expected to:

(a) teach and adhere to SJUC teaching policies governing:

(i) the preparation of, and adherence to, academic course syllabi;

(ii) the grading of student assignments;

(iii) the posting of reasonable office hours and the availability to meet with students;

(iv) the submission of grades as required by departmental / program practice;

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

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

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

25.2 Assignment of Teaching

Each Department Chair shall ordinarily assign those courses within the Department in which its academic staff teach. In so doing, the Department Chair is responsible for ensuring that there is an equitable distribution of teaching workload among Members of the Department, including undergraduate courses, graduate courses where possible, small seminars, thesis supervisions, reading courses, and student-teacher ratio. There

shall be appropriate prior consultation with Members, and with the Chair or delegate of the corresponding University of Waterloo department or program, where applicable, on the assignment of teaching duties.

### 25.3.1 Teaching Load

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

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

### 25.3.2 Overload Teaching

(a) No Member shall be required to teach on Overload.

(b) In planning course offerings, Department Chairs shall attempt to minimize the need for sessional lecturers or courses taught on Overload by Members. Chairs shall consult with the Vice-President / Academic Dean to determine the financial viability of offering courses through sessional lecturers or Overload.

(c) The Chair shall notify Department Members in writing of the availability of any sessional course. Members have the right of first consideration to teach any sessional position on Overload, provided the Member has a full-time appointment during the term(s) in which the course is scheduled, and provided the course is within the Member's area of expertise.

(d) Members shall notify the Chair, in writing, within five (5) working days of the Chair's notification, of their desire to teach an Overload course.

(e) Should a course become available within two (2) weeks of the beginning of the term, or after the term commences, the Vice-President / Academic Dean or his / her designate shall first notify Members of the department of the availability of the course. To exercise the right of first consideration, a Member shall apply to teach the course within one (1) day of the notification being sent, and if the course is within his / her area of expertise, the Department Chair shall recommend to the Dean that the Member be appointed to teach the course.

(f) If the Vice-President / Academic Dean denies a Member's request to teach a sessional course on overload, then the Vice-President / Academic Dean shall provide a written explanation of reasons.

(g) Where a Member refuses an Overload offer, the Department Chair shall proceed with the appointment of sessional lecturer or cancel the course.

(h) A Member on leave or who has requested and received a reduction in the assigned teaching load is ineligible to teach overload courses, except with the permission of the Vice-President / Academic Dean.

(i) Any Member who teaches an Overload course shall, in consultation with the Vice-President / Academic Dean, receive either a Sessional Stipend or a course release in a future term.

(j) In any one academic year, a Member's additional teaching on overload stipends shall not exceed the equivalent of two (2) courses.

(k) The Association shall be provided a copy of any accepted overload assignment offers.

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

(a) A Member who receives a research grant in excess of \$15,000 may apply in writing to the Department Chair for a reduction in teaching work load. The Department Chair shall consider the request and make a written recommendation to the Academic Committee. The Vice-President / Academic Dean may, upon approval of the Academic Committee, grant or deny the request.

(b) A Member who devotes substantial time and effort toward external professional administration or leadership in a national or international academic society may request a reduction in teaching load. The Department Chair shall consider the request and make a written recommendation to the Academic Committee. The Vice-President / Academic Dean may, upon approval of the Academic Committee, grant or deny the request.

(c) The Association shall be provided with a copy of any approved arrangements.

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

(a) Members who hold offices that require exceptional administrative service on behalf of the University (e.g., the Coordinator of the St. Jerome's Lectures in Catholic Experience, the Coordinator of Beyond Borders, the Director of the Centre for Responsible Citizenship, etc.) shall receive one (1) course reduction per office per academic year, or one Sessional Stipend per office, as determined by the Vice-President / Academic Dean in consultation with the Member.

#### 25.6 New Members

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

## 25.7 Non-Teaching Term

Tenured and tenure-track Members shall have at least one non-teaching term in each three-term academic year. This non-teaching term shall be the Spring term, unless the Member agrees otherwise.

### 25.8.1 Distance Education and Online Learning

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

### 25.8.2 Remuneration for Online Teaching:

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

### 25.8.3 Overload Online Teaching Compensation:

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

(ii) where the enrolment is between twenty (20) and thirty-nine (39) students, the Member shall receive two-thirds the Sessional Stipend.

#### 25.9.1 Workload of Librarian Members

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

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

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

#### 25.9.2 Librarian Research and Service Time

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

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

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

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

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

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

## 25.10 Reduced Workload for Members

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

(b) A Member may submit a request to the Vice-President / Academic Dean seeking a reduced workload for a defined period, not to exceed twenty-four (24) months unless otherwise agreed between the Member, the Employer, and the Association.

(c) The Employer shall endeavour to facilitate such requests. The reduced workload shall not exceed a fifty percent (50%) reduction in the applicable workload defined in Article 25. In no case shall any reduction result in the Member teaching less than three (3) half courses in an academic year.

(d) Any approved workload reduction arrangements shall continue for the term agreed to and are not terminable until the expiration such arrangement, cessation of employment, and / or upon mutual consent.

(e) The denial of a request for workload reduction shall not be subject to the grievance and arbitration procedure under this Agreement except on the basis that the Employer's decision was made in a discriminatory, arbitrary, or bad faith manner.

(f) A Member working a reduced workload at pro-rated pay shall:

(i) be entitled to the following portion of the University of Waterloo Policy 59, as amended from time to time:

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

(ii) be entitled to choose a percentage reduction in workload and his or her salary shall be pro-rated according to the percentage of reduction;

(iii) continue as a Member of the Bargaining Unit;

(iv) earn credit toward sabbatical leave, tenure, and promotion on a pro-rated basis;

(v) receive, on a pro-rated basis, such additions to his / her nominal salary as shall be implemented, as a result of collective bargaining, from time to time during the period of reduced workload and shall be eligible to have career development increments added to the nominal salary, also on a pro-rated basis; and

- (vi) continue to have access to appropriate University services and facilities.

#### 25.11 Annual Activity Report

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

#### 25.12. Secondment

(a) Where Members are seconded to the University of Waterloo, or other institutions, their rights, benefits, and obligations will continue to be determined in accordance with this Agreement. The Vice-President / Academic Dean shall notify the Association in writing of all such secondments, including the nature of the responsibility, the duration of the secondment, and workload during such secondment.

(b) No Member may be obliged to accept a secondment to the University of Waterloo or to any other institution.

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

26.1 (a) Department Chairs shall normally be a tenured Associate or Full Professor. Lecturers are ineligible to serve as Department Chairs.

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

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

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

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

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

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

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

- (a) Chairs of Departments with four (4) or more full-time faculty shall receive per academic year: one (1) course release or, upon approval of the Vice-President / Academic Dean, a Sessional Stipend. Such course releases shall be taken in the academic year in which they are given.

(b) Chairs of all other Departments and Directors of Programs shall receive, per three-year term of appointment, one (1) course release and one-half Sessional Stipend. Upon approval of the Vice-President / Academic Dean, the course release may be converted to an equivalent Sessional Stipend. Such course releases shall be taken in the second or third year of the appointment, upon approval of the Vice-President / Academic Dean.

(c) The Employer shall pay stipends on the same bi-monthly schedule as other forms of compensation.

(d) Pre-tenure Chairs or Directors (See Article 26.1 b) shall receive one course release per term of appointment. Such course releases shall be taken during the term of the appointment.

## **Article 27 – Working Conditions**

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

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

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

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

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

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

- (a) photocopier and library access;
- (b) a secure mailbox;
- (c) mail services; and

(d) administrative assistance equivalent to a combined Bargaining Unit total averaging fifteen (15) hours per week.

## **Article 28 – Sabbaticals**

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

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

28.3 Sabbatical leaves may be granted for a consecutive period of months up to, but not exceeding, twelve (12) months during which period the Employer shall maintain the Member's benefits at their normal level.

28.4 Calculating Sabbatical Leave.

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

28.5 Full-Year Sabbatical Leave.

(a) A Full-Year Sabbatical shall mean leave from normal teaching and service duties at the University for two terms (approximately eight [8] months) of the two (2) teaching terms normally required in a twelve (12) month period plus a non-teaching term. The Employer will continue salary payments to the Member, subject to the terms outlined below.

(b) A Member can apply for a Full-Year Sabbatical Leave with the accumulation of a minimum of six (6) sabbatical leave credits. A Member may request:

(i) with six (6) sabbatical leave credits, a full-year leave at 85% salary, which consumes six (6) credits;

(ii) with seven (7) sabbatical leave credits, a full-year leave at 90% salary, which consumes seven (7) sabbatical credits;

(iii) with eight (8) sabbatical leave credits, a full-year leave at 100% salary, which consumes eight (8) sabbatical credits.

## 28.6 Half-Year Sabbatical Leave

(a) A Half-Year Sabbatical shall mean leave from normal teaching and service duties at the University for one (1) term (approximately four [4] months) of the two (2) teaching terms normally required in a twelve (12) month period plus one-half of a non-teaching term. The Employer will continue salary payments to the Member, subject to the terms outlined below.

(b) A Member can apply for a Half-Year Sabbatical leave with the accumulation of three (3) sabbatical credits. A Member may request:

(i) with three (3) sabbatical leave credits, a half-year sabbatical at 85% salary, which consumes three (3) sabbatical credits.

(ii) with four (4) sabbatical leave credits, a half-year sabbatical at 100% salary, which consumes four (4) sabbatical credits.

## 28.7 Early Sabbatical leave

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

## 28.8 Unused Sabbatical Credits

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

## 28.9 Sabbatical Credits for Reduced Load Appointments

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

## 28.10 Sabbatical Credit for Fellowship Holders

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

## 28.11 Procedures

A member shall apply for a sabbatical leave in writing to his / her Department Chair, no later than twelve (12) months prior to the proposed commencement of the leave. Application letters shall include:

(a) the Member's current *curriculum vitae*;

(b) the professional reason(s) for the application;

- (c) the proposed research agenda with expected outcomes;
- (d) ways in which the sabbatical agenda could benefit scholarship and / or teaching at the University;
- (e) the status of any scholarly projects undertaken in the previous sabbatical leave (where applicable);
- (f) any relevant external funding applications; and
- (g) the percentage-of-salary level expected during the leave as well as the number of sabbatical credits to be consumed.

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

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

The Vice-President / Academic Dean shall submit a written recommendation, noting the application's merits, and potential impact on academic operations, to the President within two (2) months of receiving the Chair's letter.

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

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

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

28.17 Any Member granted a sabbatical leave must return to normal pre-sabbatical duties for at least the period equivalent to the length of the sabbatical. In exceptional

cases the Member may submit a request in writing to the Vice-President / Academic Dean to waive this requirement. The decision regarding the request is solely at the discretion of the Employer and not subject to the grievance and arbitration procedure.

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

## **Article 29 – Leaves of Absence**

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

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

(i) UW Policy 14 (Pregnancy and Parental Leaves including Adoption), except that Adoptive Parents will also be eligible for six (6) weeks of pay commencing on a date mutually agreed between the Employer and the Member; and

(ii) UW Policy 38 (Paid Holidays)

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

(a) Immediate Family of the Member (spouse, partner, parent, child, sibling) – four (4) days

(b) Extended Family of the Member (grandparent, aunt, uncle, cousin, in-laws) – two (2) days

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

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

29.5 Jury and Witness Duty

(a) If a Member is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by

subpoena to attend a court of law, the Member shall not suffer loss of salary because of such attendance provided that the Member provides to the Employer:

- (i) notification immediately upon receiving notification that he/she will be required to attend at a court;
- (ii) proof of service requiring the Member's attendance;
- (iii) the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

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

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

(a) Under the conditions set out below, a Member may opt to convert (the "Conversion Option") one (1) week of annual vacation entitlement in each year preceding retirement (to a maximum of three [3]) into a one-time 2% salary increase based on the Member's salary in the immediately preceding salary year. The 2% increase will be calculated on the Member's base salary immediately prior to the start of the salary year during which it takes effect. Both the salary increase and the reduction in vacation will be ongoing until the Member's retirement date.

(b) The Member shall submit the Conversion Option to the Employer within three (3) years (or earlier) of his or her intended retirement date. The latest eligibility date for the Conversion Option shall be the Member's sixty-fifth birthday, with a retirement date no later than the end of the academic term (i.e., either 30 April, 31 August, or 31 December) during which the Member turns 66.

(c) Where the Member notifies the Employer prior to the earliest eligibility date, the 2% salary increase shall take effect on the earliest eligibility date (three [3] years prior to the retirement date). Where the Member notifies the Employer after the earliest eligibility date, the 2% salary increase shall take effect on the first day of the month following such notification.

30.3 Emeritus/a Status

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

period of service. This status accords such Members with the following post retirement benefits:

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

### **Article 31 – Vacation**

31.1 The annual vacation entitlement for Members with an appointment duration of one (1) year or more shall be one (1) month during each of the first ten (10) years of employment. The annual entitlement shall increase to one month plus one week in the earlier of the eleventh year of employment or the fifth year prior to the Member's normal retirement date.

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

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

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

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

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

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

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

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

#### Travel Costs

(a) The payment of actual transportation based on economy class air, first class rail, and/or bus fare for each member of the family will be reimbursed (as well as meal receipts if they are not included in fare charge); and / or

(b) if a private automobile is used, payment at the rate of fifty (50) cents per kilometre for travel by the most direct route will be made, plus reasonable lodging and meals en route.

#### Moving Costs

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

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

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

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

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

34.1 (a) Members receive an annual professional development allowance. The Employer shall provide Members annually with funding to defray expenses accrued in professional pursuits. All claims must adhere to Canada Revenue Agency guidelines regarding accepted professional expense claims.

(b) This Professional Development Reimbursement Plan is available to Members on reduced load and prorated accordingly.

(c) The available PD funds per Member shall be:

2009 – 2010 \$2813

2010 – 2011 \$2850

2011 – 2012 \$3150

2012 – 2013 \$3300

#### 34.2 Reimbursement of Professional Expenses

Members shall make requests for funds by submitting an expense request form, normally accompanied by original receipts, to their Departmental Chair (or to the Vice-President / Academic Dean if the Chair is the applicant or where no department exists).

#### 34.3 Additional Professional Development Funding

When and if a Member's PD fund is exhausted, Members may make an appeal for additional money to Academic Committee through the Departmental Chair (or through the Vice-President / Academic Dean if the Chair is the applicant or where no department exists). The Employer shall reserve \$8,000 annually for this additional professional development funding.

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

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

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

35.3 Approved expenses include the following:

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

**Article 36 – Member Salary and Merit**

36.1 The following salary ranges shall apply to Members:

Effective 1 May 2009 through 30 April 2011

<b>Rank</b>	<b>Floor</b>	<b>Threshold T1</b>	<b>Threshold T2</b>
Lecturer	\$52,881	\$101,882	\$118,569
Librarian	\$64,337	\$105,761	\$127,793
Assistant Professor	\$68,158	\$141,015	\$170,391
Associate Professor	\$85,783	\$141,015	\$170,391
Professor	\$109,286	\$141,015	\$170,391

Effective 1 May 2011 through 30 April 2012

<b>Rank</b>	<b>Floor</b>	<b>Threshold T1</b>	<b>Threshold T2</b>
Lecturer	\$54,467	\$104,938	\$122,126
Librarian	\$66,267	\$108,934	\$131,627
Assistant Professor	\$70,203	\$145,245	\$175,503
Associate Professor	\$88,356	\$145,245	\$175,503
Professor	\$112,565	\$145,245	\$175,503

Effective 1 May 2012

<b>Rank</b>	<b>Floor</b>	<b>Threshold T1</b>	<b>Threshold T2</b>
Lecturer	\$56,101	\$108,087	\$125,790
Librarian	\$68,255	\$112,202	\$135,576
Assistant Professor	\$72,309	\$149,603	\$180,768
Associate Professor	\$91,007	\$149,603	\$180,768
Professor	\$115,942	\$149,603	\$180,768

36.2 Members shall be eligible for an annual Progression Through the Ranks (PTR) increase as follows:

	<b>Faculty Members</b>	<b>Librarian Members</b>
1 May 2010	\$5,000	\$3,750
1 May 2011	\$5,150	\$3,862.50
1 May 2012	\$5,350	\$4,012.50

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

(a) Members with a salary at or above T1 shall receive 75% of the annual PTR as an adjustment to base salary. The balance shall be remitted as a lump sum payment.

(b) Members with a salary at or above the T2 shall receive the PTR as a lump sum payment.

36.3 The Employer shall provide each Member, on or before 30 June, a letter confirming the Member's salary, Professional Development allowance, and Merit, if any, for that fiscal year.

36.4 Members shall be eligible to receive an annual merit increase for exceptional performance, including by reference to teaching / professional librarianship, scholarship and / or service.

36.5 The value of a single merit increase shall be equal to the value of a Faculty Member PTR increase in the given year.

36.6 Merit is payable as a one-time lump sum payment.

36.7 The available merit will equal two (2) Faculty PTR values in each year of the Agreement, unless the Board increases the number of available merit.

36.8 (a) The Merit Committee will receive and adjudicate merit applications from Members based on the information submitted in the Merit Application Form and by reference to the Member's Annual Activity Report.

(b) The Merit Committee shall be comprised of the Vice-President / Academic Dean (Chair) and two (2) Department Chairs elected by Academic Committee. Academic Committee shall also elect one (1) alternate to sit when one of the elected members is being adjudicated for merit.

36.9 Members who wish to apply for Merit shall submit their Merit Application Form on or before 15 May.

36.10 The Merit Committee shall determine Merit Applications on or before 15 June.

## **Article 37 – Tuition Benefits**

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

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

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

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

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

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

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

### **38.1 Confidential Personnel File**

(a) The Employer shall maintain individual Confidential Personnel Files to track Member employment status. The files will be maintained in a secure location within the Human Resources Department and include the following information relating to employment:

- (i) original application for employment;
- (ii) original letter of appointment;

- (iii) correspondence relating to probation, promotion, and tenure;
- (iv) formal counselling and/or disciplinary notations arising under this Collective Agreement;
- (v) information relating to accommodation and absence management;
- (vi) information relating to claims under the Workplace Safety & Insurance Act; and
- (vii) any other employment-related documents provided the subject Member is notified in writing and copied on the addition at least twenty-four (24) hours in advance of filing.

(b) Removal of Disciplinary Notations from Confidential Personnel File

- (i) For Members who have worked less than thirty-six (36) months for the Employer, any material relating to disciplinary action taken against such Member shall be removed from the Confidential Personnel File after thirty-six (36) months of active service without further disciplinary incident.
- (ii) For Members who have worked more than thirty-six (36) months for the Employer, any material relating to disciplinary action taken against such Member shall be removed from the Confidential Personnel File after twenty-four (24) months of active service without further disciplinary incident.
- (iii) For the purpose of this clause, time spent on any leave of absence from teaching duties, excluding sabbatical leave, does not count towards the accrual of active service.

### 38.2 Confidential Dean's File

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

### 38.3 Access to Confidential Dean's File and Personnel File

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

except on the Member's written consent, by law, or pursuant to proceedings commenced under the Collective Agreement.

### 38.3 Case File

(a) Documents and materials submitted by a Member and pertaining to probationary review, promotion, and tenure and shall constitute the Case File.

(b) The contents of the Case File shall be returned to the Member after the conclusion of the probationary review, tenure, or promotion process, including any grievance, arbitration, or appeals, unless otherwise agreed to by the Member.

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

## **Article 39 – Research Fund**

39.1 (a) University funds for research shall be disbursed by the Committee on Research and Scholarship.

(b) The Research Committee shall receive, adjudicate, and vet all applications for internal research and scholarship funds administered by St. Jerome's University.

(c) The committee shall be composed of: the Vice-President / Academic Dean (ex-officio, voting); the Associate Dean (ex-officio, voting); an elected research officer, elected by the faculty and librarian Members of the SJUC to a two-year (2-year) term; three (3) Members elected annually by the faculty and librarian Members of the SJUC. The research officer is Chair of the committee and reports the results of the committee's work to the SJUC.

(d) Members who serve on this committee may apply for internal research and scholarship funds under this Article. Members of the committee who have a conflict of interest (as investigator or co-investigator of a project) must declare it and recuse themselves from consideration of that application.

(e) In evaluating applications, the Committee may (i) authorize the grant as requested, or (ii) authorize a reduced grant, or (iii) reject the application.

(f) Every application will be peer reviewed. The reviewer will normally be a member of the appropriate University of Waterloo community.

(g) All applications must comply with the guidelines established by the University of Waterloo's Office of Research Ethics (ORE).

### 39.2 Research Fund

- (a) All Members shall be eligible to apply for research support, based upon criteria established by the SJUC, from a research fund established for this purpose in the University budget. The total grant funds available shall be no less than \$45,000 annually. The maximum grant from this fund to any one Member shall be \$7,500 in any given year although, in exceptional circumstances, projects may be eligible for more than the normal funding. A limited number of grants shall be available each year.
- (b) Eligible projects can be those defined by the heading "Scholarship" in Article 21.5 (c) in this Agreement. Projects might include, but are not limited to, "start-up" grants, completing a research project, bringing research to publication, etc. These funds may be used by researchers preparing applications especially to SSHRC programs and to other funding agencies.
- (c) All items purchased from research funds become the property of St. Jerome's University.
- (d) All grant recipients shall submit a report to the Vice-President / Academic Dean upon completion of their project.

### 39.3 Research Fund Application Timeline

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

## **Article 40 – Aid to Scholarly Publications Fund**

The Employer shall make available no less than \$5,000 annually to support scholarly publications according to the following terms:

- (a) University funds in support of scholarly publications will be awarded and disbursed by the Research Committee.

(b) All Members are eligible to apply for funds to support the publication (in print or electronic form) of book-length manuscripts of advanced scholarly research which makes an original contribution to the field of study and which are to be published in Canada. Original contributions may include a major revision of a previously published work.

(c) The Research Committee shall only consider a request for funding in support of a publication when a manuscript has been accepted by a publisher.

(d) Funding provided by the Aid to Scholarly Publications Fund is not intended as the sole source of funding. Applicants must demonstrate that the total cost of publication is shared with the publisher and that efforts have been made to secure outside sources of funding.

(e) The amount of the subvention will vary. Only in exceptional circumstances will the total subvention exceed \$5,000 and in no case will the University subsidy be used to reduce the size of funding from external agencies.

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

41.1. (a) The Parties recognize a mutual obligation to foster an environment that is free from harassment or discrimination and to refrain from any conduct which is contrary to the *Human Rights Code*, *Occupational Health and Safety Act*, or Article 9 (Non-discrimination) of this Agreement.

(b) Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment also includes unwelcome sexual solicitations or advances, as well as reprisals because such solicitations or advances have been refused.

41.2. (a) Members have the right to seek assistance from the Ontario Human Rights Commission at any stage. Members shall be permitted to file a grievance alleging harassment under Article 11 only in the following circumstances:

(i) once the procedures under this Article 41 have been exhausted; or

(ii) if the Member alleges that there has been non-compliance with the procedures set out in this Article.

(b) All procedures under this Article shall be guided by the paramount need to ensure that complainants, respondents, and witnesses are treated fairly. Every reasonable effort will be made to safeguard the rights of both complainants and respondents. Both complainants and respondents have the right to be accompanied by a representative of his / her choice.

(c) Wherever possible, complainants and respondents shall attempt to resolve the conflict between the complainant and the respondent informally or by mediation. Unless otherwise required by law, disciplinary measures under this Article will be imposed only after an informal resolution or mediation of the alleged incidences has been attempted and has failed, or has been declined, as the case may be.

(d) A Member who is a participant in these procedures may consult with the Association.

(e) All statements and disclosures made, information furnished, and documents and exhibits provided, or presented by the complainant, the respondent, or other persons to the Harassment Advisor (see 41.8) or the Investigator, (see 41.7), shall be treated as confidential except as required by law, and shall not be publicly disclosed by the Harassment Advisor or the Investigator without the consent of the complainant, respondent, or other parties providing such information.

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

The information received by the President under this provision shall not be placed in the Member's Confidential Personnel File.

(f) Reprisals, retaliation, or threats of reprisals against anyone for pursuing his / her rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.

(g) Where a complaint under this Article is made against the President, the Chair of the Board will be substituted as the responsible Employer official where necessary.

41.3 (a) Members considering the activation of the Harassment Resolution Procedure in this Article are encouraged to seek advice and support from the Harassment Advisor, the Conflict Management and Human Rights Office at the University of Waterloo, or a representative of the Association in order to clarify or discuss possible situations which may or may not constitute harassment.

(b) At any stage, the complainant may decide whether to continue with the resolution procedures, move to mediation, request a formal investigation, or withdraw the complaint.

(c) Should the complainant commence proceedings before the Human Rights Tribunal or in the courts or should any criminal prosecution be commenced concerning the circumstances of a complaint of harassment under this Article, the Employer may elect to suspend the Harassment Resolution Procedure under this Article, until those other proceedings are concluded.

#### 41.4 Harassment Resolution Procedure

41.4 (a) The contact person for Members seeking to activate the Harassment Resolution Procedure is the Harassment Advisor. In the absence of exceptional circumstances, a complainant must contact the Harassment Advisor within four (4) months of the latest alleged incident to activate the Harassment Resolution Procedure. Upon first contact, the Harassment Advisor shall consult with the complainant with regard to the circumstances of the incidences under consideration. Following the consultation with the Harassment Advisor, the complainant shall indicate whether he/she elects to:

- (i) take no further action; or
- (ii) proceed with the following three options:
  - (1) Informal Resolution facilitated by the Harassment Advisor;
  - (2) Mediation;
  - (3) Formal Investigation.

41.4 (b) If the complainant elects to proceed with informal resolution or mediation, the complainant shall make a written statement, signed and dated, of the circumstances of the alleged incidences, and shall provide written authorization for the Harassment Advisor to proceed with informal resolution or mediation.

#### 41.5 Informal Resolution

41.5 (a) The Harassment Advisor assists the complainant in clarifying the allegations and in considering possible means of resolution.

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

41.5 (c) If a fair and acceptable resolution is reached with the Harassment Advisor, both parties will sign a statement to that effect, which will be filed with the Harassment Advisor. No further action on the complaint so resolved will be taken unless the parties fail to comply with the terms on which the complaint is resolved.

41.5 (d) If a fair and acceptable resolution is not reached by the Harassment Advisor within twenty (20) working days of receipt of the written statement of complaint, the Harassment Advisor will so inform the parties in writing and the complainant may then elect to:

- (i) withdraw the complaint;

- (ii) request that a mediation be conducted under 41.6; or
- (iii) request that the complaint be referred to the President for a Formal Investigation.

41.5.(e) If the complainant fails to make an election under 41.5 (d) within ten (10) working days of the expiry of the twenty (20) working day period allowed for informal resolution under that clause, the complaint shall be deemed to be withdrawn by the complainant and no further action will be taken by the Harassment Advisor.

#### 41.6 Mediation

41.6(a) In the event that no informal resolution under 41.5 is reached, and where the complainant and the respondent have agreed to seek a resolution through mediation, an independent mediator shall be selected by the Harassment Advisor from a list of mediators agreed to by the Employer and the Association. The mediator shall agree to complete the mediation within twenty (20) working days of accepting the invitation to mediate the complaint.

41.6.(b) If the mediator succeeds in assisting the complainant and the respondent in reaching a settlement of the complaint, the terms of the settlement shall be stated in writing, signed by the complainant, the respondent, and the mediator, and copied to the Employer and the Association. If a settlement entails action on the part of the Employer, such settlement is conditional upon Employer approval.

41.6.(c) No record of the complaint or the mediated settlement shall be placed by the Employer in any of the Member's Confidential Files established under Article 38.

41.6.(d) In the event that mediation fails, the mediator shall make a report to that effect to the Harassment Advisor within twenty (20) working days of accepting the invitation to mediate. The mediator's report shall be copied to the complainant and the respondent.

41.6.(e) Within ten (10) working days of receipt of this report, the complainant may request, or the Harassment Advisor may recommend that the President undertake a Formal Investigation. If such a request or recommendation is made, the respondent shall be notified in writing by the Harassment Advisor. The request for a Formal Investigation shall include a written statement of the complaint, the respondent's written response, if any, the mediator's report, and other documents considered by the Harassment Advisor and mediator in their efforts to resolve the complaint.

41.6.(f) If no request or recommendation for a Formal Investigation is made within ten (10) working days of the receipt of the mediator's report, the complaint shall be considered to have been withdrawn and no further action shall be taken, except where required by law. No record of the complaint shall be placed by the Employer in any Confidential Files established under Article 38.

#### 41.7 Formal Investigation

41.7.(a) Within ten (10) working days following the receipt of the request or recommendation for a Formal Investigation, or otherwise as may be required by law, the President shall appoint an investigator from a standing list of investigators prepared by the Employer, in consultation with the Association, to investigate and report on the complaint. The investigator shall not be the Harassment Advisor or the Vice-President / Academic Dean. The Employer shall notify the Association of the name of the investigator and the name of the Member who has made the complaint and / or the name of the Member against whom the complaint has been made.

41.7.(b) Within twenty (20) working days of appointment, the investigator shall submit a written report to the President. The report shall include a copy of the signed complaint, the written response, if any, of the respondent, and a finding as to whether the complaint has been upheld or not with a statement of reasons for that finding.

41.7.(c) Within ten (10) working days following the receipt of this report, the President shall notify the respondent in writing, with a copy to the Association, of the outcome of the investigation, including any actions or sanctions he / she proposes to impose on the respondent. The President shall also inform the complainant in writing of the outcome of the investigation.

41.7.(d) A statement from the President that a Member was guilty of harassment with or without any formal sanctions constitutes discipline under Article 14, and may be grieved. Any disciplinary action imposed on a Member for harassment shall be subject to the grievance and arbitration procedures of Article 11 (Grievance and Arbitration).

41.7.(e) If the Employer decides after Formal Investigation not to take disciplinary action against the respondent or if an arbitration decides in favour of the respondent, the Employer shall remove all documentation concerning the allegation from the Members' Confidential Files established under Article 38.

#### 41.8 Harassment Advisor

41.8(a) The Employer shall hire a Harassment Advisor mutually agreeable to the Association.

41.8(b) In the event that the Harassment Advisor has a conflict of interest, or knows of any other circumstance which would inhibit fulfilling his / her role in a fair and impartial manner, the Harassment Advisor shall report the existence of such circumstances to the President who shall select an alternate candidate in accordance with 41.8.(a).

41.8.(c) By 1 June each year, the Harassment Advisor shall submit an annual report to the President with a copy to the Association. This report shall provide an anonymous statistical record of the number of complaints, informal resolutions, mediations, and formal investigations, and shall include any observations and recommendations the Harassment Advisor may have with respect to the operation of this Article.

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

- (a) The Agreement shall be binding on both Parties and shall come into effect upon ratification by the Parties hereto, and shall remain in force until 30 April 2013. This Agreement shall automatically renew itself on 1 May 2013 for a period of one (1) year, and for successive one (1) year periods thereafter, unless either Party notifies the other in writing within the period of ninety (90) days prior to 30 April 2013, and any subsequent expiry date thereafter, that it desires to bargain with a view to the renewal, with or without modifications, of this Agreement, or that it desires to bargain with a view to the making of a new Agreement.
- (b) In the event of notice being given requesting negotiations to amend this Agreement in accordance with (a), the negotiations shall commence within fifteen (15) days following receipt of notification and thereafter both Parties shall negotiate in good faith.
- (c) This Agreement shall remain in full force until either a new Collective Agreement has been ratified by both Parties or, following conciliation, a strike or lockout is declared in accordance with the *Labour Relations Act*.

## **Appendix A: Letter to Short-Listed Job Candidates**

To: Short-listed Job Candidate  
From: President, St. Jerome's University Academic Staff Association  
Subject: Information on Working in a Unionized Environment

Dear [insert job candidate name],

Please be advised that the Academic Staff at St. Jerome's University are unionized. As a short-listed candidate coming to SJU for a job interview, you are strongly advised to consult the SJU ASA website [www.sjuasa.ca](http://www.sjuasa.ca).

The SJU ASA website contains a copy of the current Collective Agreement, which you are urged to read prior to your campus visit.

Should you be offered a position, you should not engage in negotiations without consulting the Association.

Sincerely,

**LETTER OF UNDERSTANDING re: Salary Grid Anomalies**

WHEREAS the parties have discussed the possible anomalies arising from movement to the grid established under Article 36;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. A bipartite committee consisting of two Association representatives and two (2) Employer representatives shall meet within forty (40) days of ratification to review salary anomalies within the Bargaining Unit.
2. The Committee shall prepare a report on any material anomalies, including the reasons for such anomalies, and provide recommendations on adjustments as it determines appropriate. This report shall be provided to the Association and the Employer on or before 1 October 2011.
3. The Board shall review such report on or before 1 December 2011 and may, at its sole discretion, implement adjustments consistent with the bipartite committee's recommendations.

**LETTER OF UNDERSTANDING re: Financial Exigency**

WHEREAS the parties do not anticipate any substantial financial issues affecting the University over the term of this Collective Agreement;

AND WHEREAS the parties wish to expedite the conclusion of a Collective Agreement without the delay occasioned in further discussions around a Financial Exigency provision;

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Employer shall not lay off any Member of the Bargaining Unit during the term of this Collective Agreement, except in the case of financial exigency caused by a reduction in funding from the provincial government of Ontario in excess of twenty-five percent (25%) compared to the prior fiscal year.
2. In the event of an announced or actual funding reduction in excess of the foregoing level, the parties' Joint Committee under Article 7 shall meet and prepare a recommendation on the appropriate response to such financial exigency. The Board shall give due consideration to such report.