



**COLLECTIVE
AGREEMENT**

between
Wilfrid Laurier University
and
Wilfrid Laurier University
Faculty Association

**for
Part-time
Contract Academic Staff
and Part-time Librarians**

September 1, 2004 to August 31, 2007

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ARTICLE 1: PREAMBLE

- 1.1 The Parties recognize that the object of the University is the attainment of high standards of academic excellence in the pursuit and dissemination of knowledge for the benefit of students and of the academic and wider communities.
- 1.2 The Parties recognize that the goals of the University include, but are not limited to, the following:
- (a) the attainment of high standards of excellence in teaching, scholarship, research and the creative arts;
 - (b) the development of skills and attitudes essential for scholarly study and scientific investigation and for the effective sharing of the results of these activities with fellow scholars and with the community at large;
 - (c) the encouragement of the pursuit of truth by individuals and groups through research, free enquiry and criticism in order to extend the frontiers of knowledge and understanding;
 - (d) the provision of an environment which will support the intellectual, cultural, and physical development of the University community;
 - (e) the promotion and execution of the general objective of the University as set out under 1.1 above.
- 1.3 The Parties recognize the academic and professional qualifications of the Members of the Bargaining Unit, namely the part-time contract academic staff and professional librarians, and their contribution in achieving the academic objective and goals of the University as set out in 1.1 and 1.2.
- 1.4 It is the purpose of this Agreement:
- (a) to set out terms and conditions of employment for Members of the Bargaining Unit;
 - (b) to foster a working environment which enables Members to contribute to the objectives and goals of the University;
 - (c) to foster and continue harmonious relations within the Wilfrid Laurier University community;
 - (d) to ensure the equitable treatment of Members through fair procedures and practices;

- (e) to provide means for settling differences which may arise from time to time between Wilfrid Laurier University, hereinafter referred to as the University, as defined in Article 2, and Wilfrid Laurier University Faculty Association (WLUFAs), hereinafter referred to as the Association, as defined in Article 2.

- 1.5 The Parties agree to co-operate in encouraging within Wilfrid Laurier University a climate of freedom, collegiality, responsibility and mutual respect in the pursuit of these objectives.

ARTICLE 2: DEFINITIONS

academic year:

a period of 12 calendar months which, unless otherwise indicated, commences on 1 September of any year and ends on 31 August of the following year.

academic unit:

is a faculty, division, library, school, or other unit headed by a Dean, Director, University Librarian, or other person excluded from the bargaining unit as managerial by the certificate issued by the Ontario Labour Relations Board, January 10, 2001.

academic sub-unit, or department (or equivalent):

designates an academic division such as a department, institute, program, centre and other entity within an academic unit, whose senior academic administrator is a member of the bargaining unit of full-time faculty and librarians. The library is a unit without sub-units.

academic terms:

the three teaching terms in the academic year are: Fall Term (September 1 to December 31), Winter Term (January 1 to April 30), Spring Term (May 1 to August 31). Intersession (May and June) and Summer Session (July and August) courses shall be considered part of the Spring Term.

Act: designates The Wilfrid Laurier University Act, S.O. 1973.

Agreement:

is this collective agreement negotiated between and ratified by the University and the Association.

Association:

is the Wilfrid Laurier University Faculty (and Librarians) Association, (also WLUFAs). The Association is a trade union defined under the Ontario Labour Relations Act, and is hereinafter referred to as the Association or the Union.

Bargaining Unit:	is comprised of all Part-time Contract Academic Staff and Part-time Librarians employed by Wilfrid Laurier University as defined and clarified by the certificate of the Ontario Labour Relations Board, number 2704-00-R, dated January 10, 2001, and attached as Appendix A.	Association, a Chair of a department, or a chair of a Committee.
Board:	is the Board of Governors of Wilfrid Laurier University, as provided for in the Act.	Distance Education Course: is a credit course taught using delivery modes such as the internet, correspondence and videotape, offered through the Office of Part-time, Distance and Continuing Education.
CAS Member:	see Part-time Contract Academic Staff Member	Faculty: an academic faculty as defined by the Act.
Chair:	with an initial upper case letter designates a member of the bargaining unit of full-time faculty and librarians who is administrative officer of a department or academic sub-unit, and for the purposes of this Agreement, the Associate Deans in the Department of Business is equivalent to a Chair.	full-time faculty member: a faculty member appointed by the Board to the rank of Lecturer, Assistant Professor, Associate Professor, or Professor.
chair:	with an initial lower case letter designates a chair of a committee.	full-time librarian: a professional librarian appointed to the rank of Librarian I, Librarian II, Librarian III or Librarian IV and who, on average, performs duties for 24 hours or more per week during the period of his/her employment.
Contract Appointment:	is a part-time position of a Librarian Member for a specified period, and where there is no implication of renewal or continuation beyond the specified term of the appointment.	grievance: is any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.
course:	is a unit of study for credit in a given discipline identified by a unique number and name. A one (1.0) credit course is normally taught during two consecutive academic terms; a one-half (0.5) credit course is normally taught during one academic term; a course of less than one-half credit is normally taught during part of one academic term.	intramural course: is a regular course taught on the main University and the Brantford campuses in the fall and winter terms and in spring term by the School of Business and Economics; such courses do not include one-on-one teaching, such as directed studies courses and Faculty of Music studio courses in practical study and composition, or any other courses approved by the Joint Liaison Committee.
day:	means a working day, exclusive of Saturdays, Sundays and all holidays observed by the University.	lab section: is a class in which the instruction, supervision, and assessment of student work is conducted in a University facility designated as a laboratory.
Dean:	the Dean of a Faculty.	librarians-in-council: includes all full-time professional librarians employed in the University Library who are members of the full-time bargaining unit and, subject to 11.2.2 (d), all part-time professional librarians employed in the University Library who are Members of the part-time bargaining unit.
Department:	an academic department as duly constituted by the Senate and Board.	Library Council: is chaired by the University Librarian and includes all department heads, and all full-time and part-time professional librarians employed in the Library as librarians.
department-in-council:	includes all members of the full-time faculty bargaining unit in an academic sub-unit as voting members; Contract Academic Staff in accordance with Article 11.2.2 (e), with the elected representatives serving as voting members; and other representatives as designated by department and Faculty policies.	Member: when printed with an initial upper case letter is a Member of the Bargaining Unit as defined by the Ontario Labour Relations Board
designate:	is a person authorized to act on behalf of an officer of the University, an officer of the	

Certificate, number 2704-00-R, dated January 10, 2001, attached as Appendix A.

member: when printed with an initial lower case letter is a member of a committee.

music studio course/music therapy practicum course: is a credit course offered by the Faculty of Music in which students are taught by a studio instructor or supervised by a music therapist on a one-on-one basis.

off-campus course: is a credit course offered in the off-campus degree or diploma program (i.e., not on the Waterloo or Brantford campus) by the School of Business and Economics.

Part-time Contract Academic Staff Member (CAS Member):

is a Member of the Bargaining Unit, as defined under the certificate of the Labour Relations Board, file number 2704-00-R, January 10, 2001, who provides instruction in at least one university degree credit course; in the Agreement abbreviated as CAS Member.

Part-time Librarian:

a professional librarian appointed to the rank of Librarian I, Librarian II, Librarian III or Librarian IV and who, on average, performs duties for less than 24 hours per week during the period of his/her employment.

Parties: to this Agreement are the University and the Association, or hereinafter referred to as the Union.

President:

the President of the University.

Reference Salary:

is the annual gross salary, excluding any additional stipends or other special income, of a full-time librarian.

salary:

the salary of a CAS Member is the total compensation, inclusive of pay in lieu of benefits and vacation pay, which the Member receives for teaching a course. A Librarian Member's salary is the total compensation received for the period of a Contract Appointment, or for Librarian Members employed for a period of 12 months from July 1 to June 30, the salary is the total annual pay for that year.

Senate: is the Senate of Wilfrid Laurier University, as constituted pursuant to the Act.

seniority hours:

part-time Librarian Members accrue seniority hours for each hour of assigned work; CAS Members teaching studio courses in the Faculty of Music accrue seniority hours in a

course or substantially similar course for each paid hour of studio instruction.

seniority points:

Members accrue seniority points each time they teach a course; each course, regardless of its student credit weighting, equals one seniority point in that course or substantially similar course.

seniority status:

a Member, who has seniority status in a course or substantially similar course and who has maintained a satisfactory teaching performance, is entitled to an appointment to teach the course or substantially similar course provided that the course is to be taught by contract academic staff and the Member has accrued the most seniority points.

Temporary Chair:

is a person who presides at meetings of Members in non-departmentalized academic units (Brantford, Music, Social Work, and the Library), and serves as Chair when that officer is called upon to serve as an ex-officio member of department (or equivalent), or university committees.

tutorial section:

is a class designed to complement lectures in a course by meeting with students to discuss and analyse texts, readings, cases and exercises. Members who teach tutorial sections are responsible for the preparation for the tutorials, and for the assessment of student work and participation.

University:

means Wilfrid Laurier University, the Employer as mentioned in the certificate of the Ontario Labour Relations Board, number 2704-00-R, dated January 10, 2001, and its designates, the Board of Governors of Wilfrid Laurier University, or any officers authorized to act on behalf of the Board.

University Librarian:

the head librarian of the University Library.

University Library:

includes all locations where professional librarians employed by the University perform their duties, i.e., the Library on the main Waterloo campus, the Brantford Public Library, and satellite collections whose materials are included in the TRELIS Catalogue.

University's official count date:

for Fall Term, November 1; for Winter Term, February 1; for Intersession, May 30; for Spring Term, June 30; for Summer Session, July 30.

**ARTICLE 3: RECOGNITION, RIGHTS
AND
PRIVILEGES OF THE
ASSOCIATION**

3.1 Recognition:

3.1.1 The University recognizes the Association as the sole and exclusive bargaining agent for Members of the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board, number 02704-00-R, dated January 10, 2001 and attached as Appendix A. That is all part-time contract academic staff who provide instruction in at least one university degree credit course and all part-time professional librarians employed by the University, including part-time contract academic staff and part-time professional librarians appointed to the Brantford Program.

3.1.2 For greater certainty, the following persons are excluded from the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board dated January 10, 2001:

- (a) full-time faculty and professional librarians who are members of the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board, number 0477-88-R, dated October 3, 1988;
- (b) the President, Vice-Presidents, Deans, Director of Information Technology Services and the University Librarian and Archivist, including an individual appointed in an acting capacity to serve temporarily in one of these offices, or one of these officers on an administrative leave that falls within a term of office, or between two consecutive terms of office;
- (c) persons holding visiting or In-Residence appointments for one year or less.

3.1.3 Nothing herein shall prevent the teaching of courses or the performance of librarian responsibilities or the pursuit of research, scholarly or creative activities by those persons excluded from the Bargaining Unit in 3.1.2 (a), (b) and (c).

3.2 Association Facilities:

3.2.1 The University shall provide to the Association the facilities and services as provided on July 1, 2004. In the light of additional responsibilities the Association has as the bargaining agent for part-time contract academic staff and part-time librarians, the

University shall provide such other University services as may be agreed upon from time to time by the Parties at the then current Departmental rate.

3.2.2 The University agrees to print and provide, without charge, one copy of this Agreement (including all appendices) to each Member, one copy to each new Member when first appointed under 13.7.2 and 14.9.2, and 100 copies to the Association.

3.3 Association Membership and Service:

3.3.1 Every Member shall have the right to join the Association and as a member of the Association to participate in its activities. The University shall not interfere with members of the Association attending Association meetings or attending to Association business providing such participation or attendance does not interfere with the performance of the Member's teaching duties under this Agreement.

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

3.4 Dues Check-Off:

3.4.1 The University shall deduct from the monthly or bi-weekly salary payment, as appropriate, to each Member of the Bargaining Unit such dues as are uniformly and regularly payable by a member of the Association in accordance with the Constitution and By-Laws of the Association and such other assessments as are authorized in writing to the University by the Association.

3.4.2 At the commencement of the Agreement, the Association shall advise the University in writing of the amount of its regular dues or assessments. Thereafter the Association shall advise the University in writing of any change in the amount of regular dues or assessments; such notice to be given at least 20 days prior to the effective date of such change.

3.4.3 When the amounts specified under 3.4.1 are remitted, the University shall inform the Association in writing of the names of Members from whose salaries deductions for Association dues and/or assessments, have been made and the amount of dues and/or assessments deducted from each Member's salary.

3.4.4 The University shall, no later than the last day of the month in which the deductions are

made, remit to the Association the amounts deducted in accordance with 3.4.1.

3.5 Rights of the Association:

3.5.1 In recognition of the involvement of Members in the consultative process of this Agreement, the University agrees to provide the Association with three stipends per academic year to be distributed at the Association's discretion. The value of each stipend shall be equivalent to the salary for a one-term undergraduate course. In addition, the Association will be allowed to purchase up to three additional stipends per academic year at the same rate. The Association will inform the University of the names of the Members to whom such stipends are to be allocated as soon as they are elected or appointed and not later than July 1. Designated Members will be issued an administrative contract for an amount equivalent to the salary for a one-term undergraduate course. Responsibilities assigned by the Association and stipends received under this Article 3.5.1 shall not count as part of a Member's workload under Article 16 or 17. A Librarian Member who has been designated such a stipend by the Association shall arrange the scheduling of his/her library duties with the University Librarian.

3.5.2 For the purposes of 3.5.1 only, CAS Members appointed to conduct duties of the Association shall be regarded as Members for the full academic year in which the appointment occurs. In all cases CAS Members so designated must teach at least a .5 course credit in that academic year.

3.5.3 The University recognizes that Members, subject to their obligations under this Agreement, have the right to attend open meetings of the Board and Senate, and to attend any open meetings of committees of these bodies.

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

ARTICLE 4: UNIVERSITY RIGHTS & GENERAL ADMINISTRATION

4.1 University Rights:

4.1.1 The Association acknowledges that the University possesses and may exercise all powers conferred upon it under the Act, subject to the express provisions of this Agreement. In the implementation of the provisions of this Agreement, the University shall act fairly, equitably, and ethically in its actions affecting Members.

4.1.2 The Association acknowledges that it is the right of the University to hire, appoint, promote, transfer and classify employees and it is the right of the University to dismiss, suspend or otherwise discipline any employee for just and sufficient cause, in a fair and equitable manner in accordance with the provisions and specifications of this Agreement.

4.2 Working Environment:

4.2.1 The University acknowledges a continuing responsibility to maintain a working environment in which the duties of Members are effectively carried out, and undertakes, therefore, to provide a reasonable level of facilities and support services consistent with this responsibility.

4.2.2 The University will provide Members with access to office space, work areas, library services, telephone, photocopier, electronic mail, computer, and secretarial and technical support.

ARTICLE 5: JOINT LIAISON COMMITTEE

5.1 The Joint Liaison Committee for the administration of this Agreement shall be the Committee established under Article 5 of the Collective Agreement for full-time faculty and full-time professional librarians subject to 5.2.

5.2 One Association representative on the Joint Liaison Committee shall be a Member belonging to the Bargaining Unit covered by this Agreement.

5.3 The Joint Liaison Committee shall review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 22. This Committee shall attempt to foster effective communications and working relationships between the Parties and shall attempt to maintain a spirit of mutual co-operation and respect. In the light of this objective, this Article 5 does not preclude the occurrence of informal meetings between representatives of the Association and the University to attempt to resolve differences that may arise from time to time.

5.4 The Joint Liaison Committee shall not have the power to add to or to modify the terms of this Agreement, but shall act in accordance with 5.3.

ARTICLE 6: CORRESPONDENCE AND INFORMATION

6.1 Except where otherwise specified in this Agreement, correspondence between the Association and the University arising out of this Agreement or incidental thereto shall pass between the President and the President of the Association, or their designates.

6.2 Where written notice to the Association or the University is specified in the Agreement, the University internal mail will be deemed adequate means. Where written notice to Members is specified in the Agreement, internal or external mail, as appropriate, will be deemed adequate means, unless otherwise specified in this Agreement.

6.3 The University shall provide the Association with the following information:

- (a) **for CAS Members:**
no later than 20 days after the first day of each academic term, a list containing the name, category of appointment, date of appointment to current contract, the term of the contract, seniority status and seniority points, the number of terms employed by the University, birth date, address, e-mail address, telephone number, salary, sex, department, highest degree, year of highest degree, year of first degree, and University I.D. number of each Member;

in the case of an appointment commencing after the beginning of an academic term, within 20 days of the commencement of the appointment, the University shall provide the above list of information for CAS Members;

- (b) **for Part-Time Professional Librarians:**
no later than 20 days after the first day of each academic year (September 1), the name, category of appointment, date of appointment to the current contract, the term of the contract, number of years and months employed by the University, birth date, address, e-mail address, telephone number, salary, sex, department, highest degree, year of highest degree, year of first degree, and University I.D. number of each Member;

in the case of an appointment commencing after the beginning of the

academic year, within 20 days of the commencement of the appointment, the University shall provide the above list of information for part-time librarians;

- (c) the names of all Members whose employment has been terminated due to death, resignation, retirement, severance or dismissal, within 30 days of termination;
- (d) no later than 20 days after the first day of each academic term, a list of Members teaching Distance Education and off-campus courses;
- (e) such other information as may be set out elsewhere in this Agreement that is required to be given.

6.4 Where the University has agreed to provide notices, minutes, reports and other information from the Board and Senate and their Committees to the Association under Article 6 of the collective agreement for full-time faculty and librarians, it shall be deemed to have provided the information to the Association for the purposes of this Agreement.

6.5 The Association agrees to provide the University with the following information:

- (a) a copy of each WLUFA Newsletter;
- (b) an up-to-date copy of the Constitution and By-laws of the Association;
- (c) an up-to-date list of the executive of the Association;
- (d) such other information as may be set out elsewhere in this Agreement that is required to be given.

ARTICLE 7: ACADEMIC FREEDOM

7.1 The common good of society depends upon the search for knowledge and its free expression. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. The Parties agree that they will not infringe or abridge the academic freedom of any Member. Members are entitled, regardless of prescribed doctrine, to the freedom to teach, discuss, carry out research and publish the results thereof, and engage in creative activities. Members shall have the freedom to select, acquire, disseminate, and use documents in the exercise of their responsibilities.

- 7.2 Members have a duty to exercise academic freedom in a manner consistent with the academic obligations of teachers, scholars, and librarians. These obligations include adherence to Senate and Faculty academic policies and regulations, and workload duties and responsibilities as set out in Articles 16 and 17.
- 7.3 In exercising academic freedom, Members have a responsibility to respect the academic freedom and rights of other members of the university community.
- 7.4 Members shall have the freedom to criticize the University and the Association, and freedom from institutional censorship.
- 7.5 Academic freedom does not require neutrality on the part of the individual, rather, academic freedom makes commitment possible. Academic freedom does not confer legal immunity, nor does it diminish the obligations of Members to meet their duties and responsibilities. Members shall not be hindered or impeded in any way by the University or the Association from exercising their legal rights nor shall they suffer any penalties because of the exercise of such legal rights.
- 7.6 The censorship of information is inimical to the free pursuit of knowledge. The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the research, teaching, and study needs of the university community. The Parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a Member desires to be placed in the library collections of the University.

ARTICLE 8: NON-DISCRIMINATION

- 8.1 The Parties agree that all Members have a right to equal treatment with respect to employment and that there shall be no discrimination exercised or practised with respect to any Member in regard to salary, appointment, reappointment, dismissal, leaves, or benefits on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, political affiliation or belief, or membership or non-membership in the Association. Except as otherwise provided in this Agreement, the interpretation and application provisions of Part II of the Human Rights Code, RSO 1990, Chapter H.19, as amended, shall apply to the administration of this Article.

- 8.2 If candidates for appointment have been judged to be substantially equal in qualifications, priority will be given to those candidates who are Canadian citizens or permanent residents. This clause will be subject to amendment in accordance with changes in federal legislation.
- 8.3 This Article shall not preclude any employment equity or pay equity measures mandated by law or agreed to by the Parties, including any action that has as its object the increased representation of the four (4) designated groups for employment equity within the University, namely women, racial minorities, persons with disabilities, and aboriginal people.

ARTICLE 9: CONFLICT OF INTEREST

- 9.1 Members shall act fairly, equitably, and ethically in their actions affecting students, Members and other employees of the University.
- 9.2 Assessment, review, appeals and other decision processes concerning appointment must be performed in an objective manner and on objective grounds and be seen to be so.
- 9.2.1 No Member shall:
- (a) knowingly participate in any decision that directly and preferentially benefits himself/herself or any individual with whom the Member has an immediate familial, marital, sexual or financial relationship; or
 - (b) knowingly participate in any academic decision directly affecting an individual with whom the Member has an immediate familial, marital, sexual, client, patient, or financial relationship.
- 9.2.2 The Vice-President: Academic, Deans and University Librarian shall not knowingly participate in any decision that directly and preferentially benefits a Member with whom the said administrator has an immediate familial, marital, sexual or financial relationship.
- 9.3 Relations with Students:**
- 9.3.1 With respect to students, Members:
- (a) shall avoid all forms of discrimination as specified in Article 8;
 - (b) shall disclose the existence of any conflict of interest or of other circumstances known to them which may reasonably

introduce or appear to introduce bias into their academic judgement or administrative decisions with respect to students by notifying their Dean in writing;

- (c) shall not accept additional remuneration for tutoring students enrolled in courses taught by the Member;
- (d) shall respect the confidentiality of information about a student gained through the exercise of academic duties; such information may be used or disclosed where such use or disclosure has the student's consent, or is required in the fulfilment of a Member's responsibilities.

9.3.2 Upon notification pursuant to 9.3.1(b), a Dean shall:

- (a) permit the student to remain in the Member's course and make arrangements for independent evaluation of the student's performance; or
- (b) with the Member's consent, permit the student to remain in the Member's course without special arrangements for an independent evaluation; or
- (c) require the student to be transferred from the Member's course.

ARTICLE 10: EVALUATION OF A MEMBER'S PERFORMANCE

- 10.1 The University may review the performance of Members under this Article, once per term. Such an evaluation, if any, shall be in addition to any other assessments which may be required by other provisions of this Agreement. If the University wishes a Member to participate in any discussion or meeting as part of this review, the Member shall receive written notice of an evaluation under Article 10. The notice shall be given at least 5 days in advance of the meeting, and the Member shall have the right to be accompanied by a representative of his/her choice.
- 10.2 Failure of a Member to grieve the University's assessment of his/her performance shall not be deemed an admission of the validity of the assessment.

ARTICLE 11: GOVERNANCE AND COLLEGIALITY

11.1 Board of Governors and Senate:

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

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

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

11.2 Collegiality:

11.2.1 The Parties recognize the contribution of part-time contract academic staff and part-time professional librarians in the fulfilment of the academic objectives of the University, and acknowledge that this contribution may take the form of representation on the collegial bodies of the University as outlined in 11.2.2.

11.2.2 Therefore, the Parties agree that:

- (a) Members shall be voting members of the University Faculty Council;
- (b) CAS Members in each academic unit or sub-unit as appropriate shall elect representatives from their number to be

- voting members of the Divisional Council of the Faculty in which they teach; in academic sub-units with 10 or more full-time faculty members, CAS Members shall elect two representatives; in academic sub-units with fewer than 10 full-time faculty members, CAS Members shall elect one representative; for the purposes of election of CAS Members to the Divisional Council of the School of Business and Economics, Areas in the Department of Business shall be deemed to be academic sub-units; in non-departmentalized academic units, namely Brantford, Music and Social Work, CAS Members shall elect 2 representatives from their number to be voting members. CAS Members are eligible to be members of the Graduate Faculty but are not eligible for election to Graduate Faculty Council;
- (c) all part-time professional librarian Members shall be voting members of the Library Council;
 - (d) all part-time professional librarian Members shall be voting members of the librarians-in-council; if there are more than two part-time professional librarian Members, they shall elect from their number two representatives to serve as voting members of the librarians-in-council;
 - (e) for academic sub-units, subject to the clarification for the Department of Business in (f) below, CAS Members shall have the right to attend department meetings; in academic sub-units with 10 or more full-time faculty members, CAS Members shall elect two representatives from among their number to be voting members of the department; in academic sub-units with fewer than 10 full-time faculty members, CAS Members shall elect one representative from among their number to be a voting member of the department;
 - (f) for the purpose of the CAS Members' attendance and representation at department meetings in the Department of Business, both the Department as a whole and the Areas are deemed academic sub-units. In Areas with 10 or more full-time faculty members, CAS Members shall elect two representatives from among their number to be voting members of both the Area and the Department of Business; in Areas with fewer than 10 full-time faculty members, CAS Members shall elect one representative from among their number to be a voting member of both the Area and the Department.

- 11.2.3 Members' participation in the collegial bodies of the University shall be voluntary, and such service shall not be part of a Member's workload under Articles 16 and 17.

ARTICLE 12: MEMBERS' OFFICIAL FILES

- 12.1.1 The University shall maintain only one official file (hereafter called the Member's Official File) relating to each Member. All documents maintained by the University with respect to any period of a Member's employment with the University as a Member or as a full-time faculty or librarian member shall be placed in the Member's Official File. The University shall have regard to all the documents in a Member's Official File when considering the Member's employment status, or when evaluating the Member's performance.
- 12.1.2 The Office of the Vice-President: Academic shall maintain a register of Members' Official Files indicating the location of each file. When a copy of a Member's Official File is required as part of established assessment procedures, or when access to a Member's Official File is requested under 12.3, the request shall be made through the Office of the Academic Dean or University Librarian, as appropriate.
- 12.1.3 Department Chairs may maintain certain records with respect to Members within their jurisdictions. All materials in such files must be copied to the Member's Official File, except documents of a purely non-evaluative internal administrative nature. Copies of documents from a Member's Official File may be used and filed elsewhere within the University as may reasonably be required for normal University administrative purposes.
- 12.1.4 All documents and materials including copies of computer files, with the exception of copies of books, articles or other similar materials, used in any official proceeding or review concerning a Member shall be deposited in the Member's Official File. These proceedings and reviews include but are not limited to those concerning appointment, and subsequent appointment, but shall not include grievance and arbitration proceedings.
- 12.1.5 Documents which do not comply with the rules set out in this Agreement may not be used in reviews, assessments or other proceedings as referred to in 12.1.4, or elsewhere in this Agreement.
- 12.1.6 Where materials already deposited in the Official File are required for any proceeding, true official copies certified and dated by the Vice-President: Academic, Dean or University Librarian, as appropriate, or his/her designate

shall be made available to individuals directly involved.

12.2 Contents of the Official File:

12.2.1 The Official File shall contain records relating both to the employment status of and the evaluation of a Member. No anonymous material shall be placed in the Official File. Each item shall be signed and dated by its author or authors. Aggregated statistical information which is recorded in evaluations and official minutes of meetings are not considered to be anonymous within the meaning of this clause. No anonymous material, if maintained contrary to this Agreement, shall be submitted as evidence in any proceeding involving a Member. If such evidence is submitted, it shall be struck from the record and not considered part of the evidence. Failure to strike such material from the record shall be sufficient in and of itself to invalidate the deliberation, action, or proceeding. Any such anonymous material contained in the files at the time of ratification of this Agreement shall be destroyed by the University.

12.2.2 In accordance with the provisions of (a) and (b) below, confidential material shall be restricted to signed letters of reference which the Member has solicited, or for the soliciting of which he/she has given approval, or which are provided for in this Agreement. Assessments and evaluations by the Vice-President: Academic, Deans, the University Librarian, Department Chairs, Area Heads, or other administrative officers of the University, are not letters of reference, and shall not be subject to the provisions of (a) and (b) below.

(a) Letters received in relation to the initial appointment of a Member at the University shall be confidential and shall not be shown to the said Member before or after his/her appointment. These letters of reference shall be used only for the purpose for which they were written, namely to evaluate the suitability of the candidate for the position. The name of the author and date of these letters shall be included in the inventory of the file pursuant to 12.2.5.

(b) Letters of reference solicited by or with the approval of a Member who has applied for reappointment shall be considered confidential and shall be included only in the confidential portion of the Member's Official File. Upon request, a Member shall be provided with a copy of the body of the letter, excluding any references which would identify the author of the letter, his/her affiliation or address.

12.2.3 When confidential material is to be used by the University in the course of proceedings to resolve a grievance and where in the opinion of the arbitrator(s) the identity of the author is central to the resolution of the difference, the arbitrator(s) shall be supplied with the material and may make use of it as is essential to his/her/their decision, having due regard to its confidentiality.

12.2.4 The Member may challenge the inclusion of any document in the Official File. The Member has the right to include in the Official File at any time additional material including his/her written comments on the accuracy or meaning of any of the contents of his/her file.

12.2.5 All contents of the Official File, including confidential material, shall be listed and numbered in order of accession. The Member shall be informed in writing of any additions to or deletion of material from his/her Official File within five (5) working days of the addition or deletion.

12.2.6 The Official File shall contain a record indicating which individuals have consulted the Official File, on what date, and for what purpose.

12.3 Access to the Official File:

12.3.1 Subject to 12.2.2, upon reasonable notice and upon the presentation of appropriate identification, the Member or the Member's duly authorized representative shall have access to his/her Official File. The Member or his/her representative shall not remove the Official File from its designated location in the register of Members' Official Files under 12.1.2.

12.3.2 Subject to 12.2.2, each Member or the Member's duly authorized representative shall have the right to obtain from the University, on reasonable notice in writing, at University expense, a copy of any or all of the contents of his/her Official File.

12.3.3 Neither the Official File nor any of its contents shall be made available to any person or institution, except at the written request of the Member or as part of established assessment procedures and other proceedings as specified in 12.1.4 and elsewhere in this Agreement. When information is released under law, the details of the release shall immediately be conveyed in writing to the Member.

ARTICLE 13: APPOINTMENT OF PART-TIME CONTRACT ACADEMIC STAFF

13.1	Appointment Process:		
13.1.1	All CAS Members are appointed by the University, and in accordance with the provisions of Articles 7: Academic Freedom and 8: Non-Discrimination.		courses of the academic unit, sub-unit or program at the Brantford Campus and who is elected by the Brantford faculty-in-council. If no full-time Brantford faculty member is available, the Part-time Appointment Committee shall be constituted according to 13.2.2.
13.1.2	All Appointments of CAS Members shall be for a contract to provide instruction in at least one university degree credit course or part thereof in accordance with the definition of a course and course credits as approved by Senate and as set out in the University Calendar.	13.2.4	Once the academic unit or sub-unit, as appropriate, has received approval from the Dean for the number of courses to be taught by contract academic staff, the Part-time Appointment Committee shall seek applications by posting the positions under 13.3, shall review applications under the terms of this Agreement, and shall make recommendations on appointment to the Dean.
13.2	Part-time Appointment Committee:		
13.2.1	The University fills all vacancies by a process of selection as set out in this Article 13. Each academic unit or sub-unit as appropriate, or Area in the Department of Business, shall have a Part-time Appointment Committee.	13.2.5	Courses subject to the rights of Members with seniority status under 13.6 are exempt from the provisions for posting under 13.2.4 and 13.3.
13.2.2	The Part-time Appointment Committee shall include the Chair of the sub-unit or equivalent, who shall chair the committee, and two full-time faculty members elected by the department-in-council, or equivalent. In academic units without sub-units (Brantford, Music and Social Work) the Chair of the Part-time Appointment Committee shall be the Temporary Chair, and other members of the committee shall be elected by the faculty-in-council. The composition of the Part-Time Appointment Committee of the Faculty of Music is set out in 13.9.2. For academic programs without a chair, the program's Part-time Appointment Committee shall include the program coordinator, who shall chair the committee, and two full-time faculty members from the coordinating committee, elected by the coordinating committee.	13.3	The Posting of Positions:
		13.3.1	Appointments shall be made only after positions have been posted for at least 15 days on the department or equivalent bulletin board and on the University's Web-site. Copies of the posting shall be sent by internal mail or by e-mail to Members in the academic unit or sub-unit, including Members teaching at the Brantford Campus, to the Dean, and copied to the Association.
		13.3.2	Postings shall identify: the date of the posting, the academic term(s), the department, the course name and course number, the starting date and duration, the total number of classroom hours for the course, and the average number of classroom hours per week, the location (on/off campus), the anticipated class size, the qualifications for the appointment and the application deadline. No offer of appointment shall be made before the application deadline.
13.2.3	The recruitment and recommendation of instructors to teach courses that are part of the programs of the Brantford Campus (as listed in the Brantford Campus Section of the University Calendar) shall be conducted by the Brantford Part-time Appointment Committee. For appointments to teach, at Brantford, courses of academic units or sub-units on the Waterloo Campus (as listed in the University Calendar), the Dean of Brantford or designate shall consult with the appropriate department chair or equivalent about the selection of courses to be offered. The posting of courses, the review of applications and recommendation of the appointments to the Dean of Brantford shall be conducted by the Department (or equivalent) Part-time Appointment Committee. For these courses, the Department Part-time Appointment Committee shall include, in addition, a full-time Brantford faculty member who teaches	13.3.3	Notices for spring term, intersession and summer session courses shall be posted on or before February 15; for fall term and winter courses and two-term fall/winter courses on or before June 1; and for winter term courses still unfilled on or before October 15. The deadline for applications shall be at least 15 days from the date of posting.
		13.3.4	Should a position become open after the dates specified in 13.3.3, the provisions of 13.3.1 and 13.3.2 apply, except that the position shall be posted for at least 5 days, and the deadline for applications shall be at least 5 days from the date of posting. The Department Chair or designate, shall inform Members who have placed applications on the roster under 13.4.3 of the availability of the

position, and enquire if they are available for the appointment. Subject to 13.6 on seniority, the position shall be offered to the best qualified Member who applies for the position. If there are no qualified Members available, the position may be offered to the best qualified external applicant.

- 13.3.5 Should a position become open within two weeks before the beginning of term or after a term has commenced, the Part-time Appointment Committee or the Department Chair or equivalent may recommend an appointment to the Dean without posting the position. The Department Chair or designate shall inform Members who have taught the course before and have placed applications on the roster under 13.4.3 of the availability of the position. The Chair shall inform these Members by e-mail and/or telephone, and the Member has 48 hours to reply. Subject to 13.6 on seniority, the position shall be offered to the best qualified Member who is available for the position. If there are no qualified Members available, the position may be offered to the best qualified external candidate. The University shall notify the Association of the appointment of a CAS Member, under this clause 13.3.5, within 5 days of the appointment.

13.4 Application for a Position:

- 13.4.1 Applications to teach a course shall be in writing, including a current curriculum vitae, and any other materials the applicant wishes to submit. External applicants may be asked to supply letters of reference, or to give permission for the Part-time Appointment Committee to contact referees by telephone or e-mail.

- 13.4.2 For Members who apply for positions, the Member's Official File, including the record of employment, teaching and other evaluations, shall be provided to the Part-time Appointment Committee. The Department Chair, or equivalent, requests a copy of the Member's Official File through the office of the Academic Dean. Only this documentation and any material, such as a teaching dossier, submitted by the Member shall be used in assessing the application.

13.4.3 Roster of Member Applicants:

- 13.4.3.1 Each academic unit or sub-unit as appropriate shall maintain a roster listing CAS Members who have applied to teach courses. The roster shall include the names of Members who annually apply in writing expressing an interest in courses to be offered in the next Fall, Winter and/or Spring Terms (September 1 – August 31). To be listed on the roster for appointments during that academic year, Members shall submit applications by March 15; otherwise

Members may apply for positions when they are posted. For the sake of curriculum planning, Members with seniority status should submit applications, preferably by March 15, or at least 15 days prior to the posting dates under 13.3.3.

- 13.4.3.2 Members on the roster shall be considered for appointments to teach courses they have previously taught, for similar courses, and for other courses the Member has expressed an interest in and is qualified to teach. The letter of application to be included on the roster shall list: the courses the Member has an interest in teaching; the academic term(s) in which he/she is available for appointment; and the number of courses each term that he/she has an interest in teaching. The application shall include the Member's curriculum vitae and any material submitted by the Member, such as a teaching dossier as set out in 19.6.2.

- 13.4.3.3 Letters of application for studio instruction in the Faculty of Music shall include the academic term(s) and number of studio hours per week during each term which the Member is interested in teaching.

- 13.4.3.4 By February 15 each year, the Dean shall notify CAS Members in the academic unit of the provision for a roster under 13.4.3, and shall invite Members who are interested in teaching courses in the forthcoming academic year to file applications under 13.4.3.

13.5 Criteria for Appointment:

- 13.5.1 In reviewing applications, the Part-time Appointment Committee and the Dean shall assess candidates in accordance with the criteria listed below in order of priority:

- (a) the applicant has the requisite academic qualifications for the position, i.e., the relevant academic degree or certificate, education in the academic speciality, and/or the appropriate professional training and experience;
- (b) the applicant has a satisfactory record of teaching as evidenced by class evaluations, other assessments, and a teaching dossier;
- (c) the applicant has teaching experience in the posted course or similar courses;
- (d) the applicant has other relevant qualifications including scholarship in the field and/or relevant professional experience.

- 13.5.2 When as part of their academic program, a WLU doctoral student is expected to teach a course, the Part-time Appointment Committee

may recommend the appointment of a WLU doctoral student to teach a course as a Member of the Bargaining Unit without posting the position under the provisions of 13.3; such appointments will not be subject to the seniority provisions under 13.6. Under this clause, a WLU doctoral student is eligible for one such appointment. Doctoral students may apply for other positions as CAS Members under 13.4.

13.5.3 Upon the recommendation of the Part-time Appointment Committee of the Department or equivalent, the University may appoint a post-doctoral fellow, whose research is funded by the University or by an external grant administered by the University, to teach a course as a Member of the Bargaining Unit without posting the position under 13.3.

13.5.4 Within the academic year, the University shall not make appointments under 13.5.2 and 13.5.3 for the teaching of more than 14 (fourteen) one-term or equivalent courses. The University shall advise the Association of each such appointment within 5 (five) days of the appointment.

13.5.5 In addition to the quota provided under 13.5.4, and to accommodate requests of students to join the studio of Members in the Faculty of Music, provisions for the appointment of such Members are set out in 13.9.

13.6 Seniority:

13.6.1 Seniority Points:

13.6.1.1 Members accrue seniority points each time they teach a course or substantially similar course. Each course, regardless of its student credit weighting, equals one seniority point in that course or substantially similar course.

13.6.1.2 Seniority points shall be computed from September 1, 1996.

13.6.1.3 A Member accrues seniority points for the teaching of the course both as a CAS Member and as a member of the full-time faculty bargaining unit.

13.6.1.4 Members receive seniority points for the course as listed in the University Calendar if they are the sole instructor, one of several instructors in a team-taught course, or engaged in tutorial or lab instruction. Seniority points shall be prorated on the basis of salary in the cases of team-taught or other forms of shared instruction in courses.

13.6.1.5 Seniority points earned by teaching courses on campus (including Brantford), in off-campus programs, and in Distance

Education shall be tracked separately, and seniority points earned in one stream shall not count towards seniority points in the other streams.

13.6.1.6 Courses with a tutorial stream may involve CAS Members as the course instructor and/or as a tutorial instructor. For the purposes of eligibility for seniority status and for accruing seniority points the following apply:

(a) seniority points earned as a tutorial instructor shall count only towards seniority status in the tutorial stream, while seniority points earned as the course instructor shall count towards seniority status in the course as well as in the tutorial stream;

(b) once a Member has accrued 3 seniority points as the course instructor, and has been granted seniority status in that course, seniority points earned both as the course instructor and tutorial instructor shall count in the accrued seniority points;

Similarly, courses with a lab component may involve CAS Members as the course and/or lab instructor. Eligibility for seniority status and for accruing seniority points for such courses shall be in accordance with (a) and (b) above wherein the seniority points earned as a lab instructor shall count only towards seniority status in the lab component of the course, while seniority points earned as the course instructor shall count towards seniority status in the course as well as in the lab component.

13.6.1.7 The accrual of seniority for Music Studio Instructors shall be in accordance with 13.9.6.

13.6.2 Seniority Status:

13.6.2.1 When a course is made available under 13.2.4, and in accordance with 13.2.5, a Member who has seniority status in the course or substantially similar course and who has maintained a satisfactory teaching performance shall be offered the appointment. If more than one Member has seniority status in a course, subject to 13.6.3.3 and 13.6.3.4, the Member who has seniority status and the most seniority points shall be offered the course.

13.6.2.2 Members shall be eligible for seniority status when they have accrued at least three (3) seniority points in a course or substantially similar course in not less than 24 months.

13.6.2.3 Upon acquiring eligibility for seniority status in a course or substantially similar course under

	13.6.2.2, a Member shall be evaluated for seniority status in those courses by the Part-time Appointment Committee. This evaluation shall occur no later than the academic term in which the Member is employed immediately following the attainment of eligibility for seniority status under 13.6.2.2. In the case where a Member is being evaluated for seniority status in a course which the Member has taught at both the main and Brantford campuses, the provisions of Article 26.4 apply.		Part-time Appointment Committee shall make its recommendation to the Dean in accordance with 13.6.2.5.
13.6.2.4	Within 15 days of the commencement of the academic term in which the Member is to be considered under 13.6.2.3, the department chair or equivalent shall inform the Member of the evaluation by the Part-time Appointment Committee and shall invite the Member to submit a curriculum vitae, course outlines and other course-related materials, and other documentation, such as a teaching dossier, that the Member wishes to submit. The date of this meeting shall be at least 10 days following this notice to the Member.	13.6.2.8	Within 10 days of receiving the recommendation regarding seniority status under 13.6.2.6 or 13.6.2.7, the Dean shall inform the Member in writing of the awarding of seniority status. The Dean's letter shall identify the course(s) and substantially similar course(s) for which seniority status has been granted. If seniority status is denied, the Dean shall provide the Member with a written statement of reasons, copied to the Association.
13.6.2.5	The evaluation shall be based solely on the information supplied by the Member and the Member's Official File. Under the criteria set out in 13.5.1, the Part-Time Appointment Committee shall recommend to the Dean that:	13.6.2.9	If a Member is denied seniority status, and the Dean subsequently appoints the Member to teach a course for which seniority status has been denied, the Member shall be granted seniority status.
	(a) the Member be granted seniority status, or	13.6.2.10	Seniority status shall be deemed to have been lost if a CAS Member has a break in service with the University of more than 36 months.
	(b) a Professional Development Evaluation be conducted under 19.5.	13.6.2.11	No later than 20 days after the first date of each academic term, the University shall provide each CAS Member with a statement listing seniority points accrued to date including points to be acquired in the current term.
	If a Professional Development Evaluation is undertaken, and the Member's teaching performance is judged to be satisfactory, then the Part-time Appointment Committee shall recommend that the Member be granted seniority status.	13.6.2.12	The University shall maintain a seniority list which includes all Members who have seniority status and their accrued seniority points. This list shall be updated each term, and shall be sent to the Association before the end of each term.
13.6.2.6	Within 5 days of the evaluation for seniority status under 13.6.2.5, the Part-time Appointment Committee shall make a recommendation to the Dean to grant seniority status or to conduct a Professional Development Evaluation under 19.5. This recommendation shall identify the course(s) or substantially similar course(s) for which seniority status is being considered and/or recommended.	13.6.3	Appointment of Members with Seniority Status:
13.6.2.7	If a Professional Development Evaluation is conducted under 13.6.2.5, the evaluation shall take place within 15 days of the recommendation to the Dean under 13.6.2.6. Within 3 days the written report of the evaluation under 19.5.4 shall be sent to the Member and copied to the Part-time Appointment Committee and to the Dean. Within 2 days of the receipt of this report, the	13.6.3.1	When a position is available for a course or substantially similar course for which a Member has seniority status and accrued the most seniority points, and the Member has maintained a satisfactory teaching performance, the Part-time Appointment Committee shall recommend the appointment of that Member to the Dean. Subject to 13.6.3.2, the Dean shall make the appointment prior to the appropriate date of posting under 13.3.
		13.6.3.2	If a Member who has seniority status and has accrued the most seniority points for a course is not recommended for the appointment for reasons of not maintaining a satisfactory teaching performance, the Part-time Appointment Committee shall inform the Dean in writing with a statement of reasons. If the Dean concurs in this recommendation, or rejects a recommendation to appoint the Member for reasons of less than satisfactory teaching performance, the Dean shall inform

the Member in writing with a statement of reasons copied to the Association.

13.6.3.3 If two or more Members have seniority status and equal seniority points, the Member who most recently taught the course shall be offered the appointment. If this is insufficient to determine the appointment, the Part-time Appointment Committee shall forward the applications of these Members with equal seniority to the Dean, and the Dean shall make the appointment from among these applicants by lot.

13.6.3.4 A Member with seniority status and with the most seniority points shall be offered the available courses for which he/she is entitled up to the maximum of three (3) one-term courses or equivalent, including multiple sections in a course, per academic term as set out in 16.3.2.

13.6.3.5 When an academic unit or sub-unit has offered a course in three successive academic years, and a Member has seniority status and the most seniority points in the course, the Member may be offered a two-year renewable appointment to teach the course. The process for making such an appointment and its conditions shall be as follows:

- (a) the process for consideration of such an appointment may be initiated by the Member, or, with the Member's consent, by the Department Chair;
- (b) the Part-time Appointment Committee shall review the written request from the Chair, or Member, and the committee shall make a recommendations to the Dean, and shall advise the Member of its recommendation;
- (c) the Dean shall inform the Department Chair and the Member of his/her decision within 15 days of the receipt of the recommendation from the Part-time Appointment Committee;
- (d) a Member is not obliged to accept an offer of a two-year appointment, and declining such an offer shall not affect the Member's seniority status or seniority points;
- (e) the rejection of a proposal for such an appointment by the Part-time Appointments Committee or by the Dean shall not affect the Member's employment status or seniority status or seniority points;
- (f) if the Dean cancels the appointment, the Member shall receive at least one academic term's advance notice, and a cancellation fee of 20% of the salary

paid for the course. If the Dean does not provide sufficient notice, then the Member shall receive a cancellation fee of 20% of the salary paid for the course plus the cancellation fee of \$500 under 13.8.1.

13.6.3.6 If courses taught by a Member with seniority status are reassigned to a new full-time position, the Member has a right to apply for the position, and if he/she applies, the Member shall be placed on the short-list, and interviewed for the appointment.

13.6.4 Retired Faculty Members:

13.6.4.1 Retired faculty members of the full-time bargaining unit who teach courses under part-time contract are Contract Academic Staff and Members of the Part-time Bargaining Unit.

13.6.4.2 Retired faculty members with or without seniority status in a course(s) may apply to teach courses for which they are qualified under 13.4 and 13.5 of this Agreement, and such applications shall be considered under the same terms as other applications for those courses.

13.6.4.3 Full-time Faculty Members within 12 months of retirement and retired faculty members may apply to be placed on the roster of part-time instructors of the academic unit or sub-unit as appropriate in accordance with 13.4.3.

13.6.4.4 Retired faculty members and full-time Faculty Members within 12 months of retirement who make an application to teach course(s) as CAS Members shall be granted seniority status in any course they have taught since September 1, 1996 unless the Dean can demonstrate the individual has failed to maintain a satisfactory teaching performance in accordance with 13.6.2.8.

13.6.4.5 If the applicant under 13.6.4.4 has a satisfactory record as a teacher, the Part-time Appointment Committee shall recommend to the Dean that the applicant be granted seniority status. If the Part-time Appointment Committee recommends that seniority status be denied, it shall forward that recommendation in writing with reasons to the Dean, copied to the applicant. The Part-time Appointment Committee shall forward its recommendation to the Dean within 10 days of receipt of the application.

13.6.4.6 The Dean's decision about granting seniority status shall be in accordance with 13.6.2.8. If a full-time Faculty Member within twelve months of retirement is denied seniority status, the Dean's assessment of the Member's teaching performance as unsatisfactory may be grieved under Article 27 of the Full-time Agreement. If the Dean denies an application for seniority status by a retired

faculty retirement, the Association may file an Association grievance under Article 22 of this Agreement.

13.6.4.7 Retired members shall accrue seniority points for courses(s) in accordance with 13.6.1. Retired members with seniority status shall be subject to 13.6.3, but they shall not have access to full-time positions under 13.6.3.6. The provisions of this Agreement shall not exclude a retired member from applying for or being considered for full-time employment with the University.

13.7 Letter of Appointment:

13.7.1 Appointments shall be made by the appropriate Dean on the recommendation of the Part-time Appointment Committee.

13.7.2 The successful candidate shall receive a letter of appointment in duplicate from the Dean or his/her designate specifying the terms of employment, including:

- (a) department or unit in which the appointment is made, and the course to be taught;
- (b) salary;
- (c) date on which the appointment commences, and duration of the appointment;
- (d) the normal number of classroom contact hours under 16.3.5; the assigned number of classroom contact hours per week; and, if any, additional compensation under 16.3.8 to be paid for the additional classroom contact hours;
- (e) the seniority points or seniority hours accrued for the appointment;
- (f) such other terms and conditions of the appointment which have been agreed upon by the Member and the University provided they are not inconsistent with the terms of this Agreement;
- (g) a statement that the Wilfrid Laurier University Faculty Association is the sole and exclusive bargaining agent for CAS Members;
- (h) a statement that the appointment is subject to the terms of this Agreement.

13.7.3 A copy of this Agreement shall be included with the letter of appointment for the Member's first appointment during the term of the Agreement. If the offer is acceptable to the candidate, the candidate shall sign and

return one copy of the letter to the Dean or designate.

13.8 Course Cancellation:

13.8.1 If the University cancels a course within 6 weeks of the beginning of the term, the University shall pay the CAS Member who has contracted to teach the course a cancellation fee of \$500. In addition, the Member shall be paid a per diem cancellation fee for each working day from the first day of classes for the term up to and including the day the class is cancelled. The per diem cancellation fee paid for Fall, Winter and Spring term courses shall be \$45, and for Intersession and Summer Session courses it shall be \$90.

13.8.2 The course cancellation fee for CAS studio instructors in the Faculty of Music shall be in accordance with 13.9.7.

13.9 CAS Appointments in the Faculty of Music:

13.9.1 CAS Appointments in the Faculty of Music shall be in accordance with Article 13, subject to the modifications set out below.

13.9.2 Part-time Appointment Committee in the Faculty of Music:

Under 13.2, the Part-time Appointment Committee in the Faculty of Music shall consist of three (3) representatives elected by the faculty-in-council from the full-time faculty (one of whom must be the Faculty of Music's Temporary Chair, who chairs the committee except in the circumstances described below) as follows:

- (1) one representative for classroom teaching,
- (2) one representative for therapy supervision, and
- (3) one representative for studio teaching.

The representative for studio teaching will be a rotating member of the Committee chosen from a group of five elected members, one from each of the five studio teaching areas (keyboards, voice, winds/brass, strings, and composition). When part-time appointments for a particular studio teaching area are being reviewed, the faculty member from that area will sit as the third member of the Part-time Appointment Committee. The five studio teaching representatives will designate one of themselves as the third member of the Committee for consideration of classroom teaching and therapy supervision appointments (except in the case that one of them is the Temporary Chair of the Faculty of Music).

In cases where the Chair of the Part-time Appointment Committee (also Temporary Chair of the Faculty of Music) is from one of

the five studio teaching areas and there is a need to rotate in one of the other four studio teaching representative for consideration of an appointment in that area, then either the representative of classroom teaching or therapy supervision shall assume the position of Acting Chair of the Part-Time Appointment Committee.

13.9.3 Appointment of Music Studio/Music Therapy Practicum Instructors:

13.9.3.1 All appointments to teach Music Studio courses shall be at one of the following categories: Studio I, Studio II, Studio III and Studio IV. All appointments to supervise Music Therapy Practicum courses shall be at one of the following categories: Support Supervisor, Supervisor I, Supervisor II, and Supervisor III. Appointment to a category shall be in accordance with the appointee's experience and level of achievement. The category of appointment shall be listed in the letter of appointment under 13.7.2.

13.9.3.2 Music Studio Instructors:

The designation of a Member's category upon initial appointment or upon promotion from one category to the next shall be in accordance with the following criteria. In exceptional cases, where a candidate has made a significant contribution and has a distinguished reputation as a performer, this performance profile may be counted toward the fulfilment of the required credits and experience of university-level studio teaching.

Studio I:

Studio instructors appointed at the category of Studio I have fewer than 432 hours of university-level studio teaching experience.

Studio II:

Studio instructors appointed at the category of Studio II shall have a satisfactory record of teaching, and a minimum of 432 hours of university-level studio teaching experience acquired over a period of not less than two years. Studio II instructors shall have a performance profile in the local community, as demonstrated through concert schedules.

Studio III:

Studio instructors appointed at the category of Studio III shall have a satisfactory record of teaching, and a minimum of 720 hours of university-level studio teaching experience acquired over a period of not less than five years. Studio III instructors shall have a record of regularly performing with a nationally recognized performance group (e.g., a symphony orchestra or chamber ensemble) or maintain an active solo performance career at the national level, in

either case demonstrated through concert schedules and recordings.

Studio IV:

All retired full-time Laurier faculty who taught studio courses shall be appointed at the level of Studio IV. In all other instances, the category of Studio IV requires an instructor to have a university degree or academic equivalent, a satisfactory record of teaching, and a minimum of 720 hours of university-level teaching experience acquired over a period of not less than 5 years; Studio IV instructors shall hold a principal chair in nationally recognized symphony orchestra, a continuing position in an internationally recognized chamber ensemble, or maintain an active international solo performance career, as demonstrated through concert schedules and recordings.

13.9.3.3 Music Therapy Practicum Instructors:

The designation of a Member's category upon initial appointment or upon promotion from one category to the next shall be in accordance with the following criteria:

Support Supervisor:

Music therapy supervisors who have fewer than 300 hours of clinical supervisory experience shall be appointed to the category of Support Supervisor.

Supervisor I:

Music therapy supervisors who are accredited music therapists, and have fewer than 300 hours of clinical supervisory experience shall be appointed to the category of Supervisor I.

Supervisor II:

Music therapy supervisors who are accredited music therapists, and who have a minimum of 2500 hours of clinical practice beyond their internship over a period of not less than five years, and a minimum of 300 hours of undergraduate clinical supervisory experience over not less than three years shall be appointed to the category of Supervisor II.

Supervisor III:

Music therapy supervisors who are accredited music therapists and hold an MMT (master's of music therapy) degree, and who have a minimum of 2500 hours of clinical practice beyond their internship over a period of not less than five years, and a minimum of 500 hours of undergraduate clinical supervisory experience over not less than five years shall be appointed to the category of Supervisor III.

13.9.4 Application and Procedures for Promotion in Category:

- 13.9.4.1 Members apply for promotion in category in writing to the Dean. Applications shall include a current curriculum vitae, and other materials the applicant wishes to submit. Within 5 days of the receipt of the application, the Dean shall copy the application to the Music Part-time Appointments Committee.
- 13.9.4.2 The Member's Official File, including the record of employment, teaching and other evaluations, shall be provided to the Part-time Appointments Committee. Only this documentation and any material submitted by the Member shall be used in assessing the application.
- 13.9.4.3 The Music Part-time Appointments Committee shall be constituted in accordance with 13.2.2 and 13.9.2.
- 13.9.4.4 The Music Part-time Appointments Committee shall assess applications for promotion in accordance with the criteria set out in 13.9.3.2 or 13.9.3.3 as appropriate. The Member shall be invited to appear before the Music Part-time Appointments Committee, and the committee may request from the Member additional information it deems necessary or relevant to make a recommendation. A recommendation of the Part-time Appointments Committee shall be based only on documentation presented pursuant to this clause and 13.9.4.1 and 13.9.4.2. The report of the Part-time Appointments Committee shall include a numerical record of the vote upon which the recommendation is based.
- 13.9.4.5 Within 5 days of taking a vote, and no later than 30 days from the receipt of the application by the committee under 13.9.4.1, the chair shall forward the application and supporting documentation, together with the committee's recommendation, including a numerical record of the vote, to the Dean. The recommendation shall include a statement of reasons, and if the recommendation is not unanimous the statement shall include reasons for supporting and opposing the recommendation. The report to the Dean, including the committee's recommendation, numerical record of the vote, and statement of reasons, shall be copied to the Member.
- 13.9.4.6 Within 15 days of receiving the recommendation regarding promotion under 13.9.4.5, the Dean shall inform the Member in writing of the awarding of the promotion in category. If an application for promotion is denied, the Dean shall provide the Member with a written statement of reasons, copied to the Association.
- 13.9.4.7 When a Member meets the criteria for promotion to a higher category, except for the completion of a requisite university degree or music therapy accreditation, the Member shall be promoted to the next category upon completion of the requisite academic or professional certificate.
- 13.9.5 Appointment of CAS Studio Instructors under 13.5.5:**
- 13.9.5.1 In light of the Faculty of Music's practice of appointing a limited number of Members to teach studio courses based upon requests of students to study in the studio of a specific instructor, in each academic year, no more than three (3) instructors may be appointed as Members of the Bargaining Unit to teach a studio without posting under the provisions of 13.3, and subject to the conditions below:
- (a) for an appointment described above, the studio instructor must recruit at least three (3) students to the program;
 - (b) these appointments shall be in addition to the quota provided under 13.5.4;
 - (c) the assignment of students to the Member's studio shall be subject to 13.9.6.4 (f) below;
 - (d) should a Member with seniority status be denied studio teaching as a consequence of one of the appointments above, the Member shall be provided with the equivalent number of hours of teaching in capacities for which they are qualified.
- 13.9.6 Seniority Status for Music Studio Instructors:**
- 13.9.6.1 Music Studio Instructors shall accrue seniority based on hours of studio instruction (hereafter referred to as seniority hours). A Member shall be eligible to be evaluated for seniority status in a course or substantially similar course after accruing 432 hours of studio instruction, over three separate appointments, in a period of not less than 24 months. Seniority hours shall be computed from September 1, 1996.
- 13.9.6.2 Seniority hours accrued for teaching in the performance and non-performance streams shall be tracked separately. Performance stream courses are : MU190B, 290B, 390B, 490B, and 491B; non-performance stream courses are: MU 196, 296, 396, 496, 190A, 290A, 390A, 490A. Under 13.6.1 and 13.6.2, courses within a stream are deemed to be substantially similar courses. For the purposes of eligibility for seniority status and for accruing seniority hours, teaching in the performance stream shall count for the performance stream, and teaching in the performance stream and the non-performance

stream shall count for the non-performance stream.

13.9.6.3 Upon achieving eligibility for seniority status under 13.9.6.1, and in accordance with 13.6.2.3, a Member shall be evaluated for seniority status by the Part-time Appointment Committee in the Faculty of Music. Procedures for the evaluation and granting of seniority status for Music Studio Instructors shall be in accordance with 13.6.2.4, 13.6.2.5, 13.6.2.6, 13.6.2.7, 13.6.2.8, and 13.6.2.9.

13.9.6.4 The application of seniority under 13.6. for CAS Members teaching studio courses in the Faculty of Music shall be in accordance with the following:

- (a) a studio consists of all those students in voice or in a specific instrument who are taught on a one-on-one basis by the same instructor. A Member shall be deemed to have recruited a student if the student, after being accepted into the Faculty of Music, requests to join the studio of that Member;
- (b) subject to 13.6.3.1, in a given year, the studio of a Member with seniority status shall consist at a minimum of continuing students from their studio in the previous year unless upon the Member's request or upon the student's request the Dean reassigns the student to the studio of a different instructor;
- (c) Members with seniority status shall be offered new students equal in number to those that graduated from their studio in the previous year, provided the number of new students is sufficient. Where possible, new students recruited by a Member with seniority status shall be placed in their studio. In the circumstances identified below, this provision shall be subject to (d), (e), and (f);
- (d) where more than one Member holds seniority status on a given instrument or in voice, and when the number of new students is fewer than the number of students required to replace students who have graduated from the studios of those Members, then the Member with the most seniority hours shall be offered new students to join their studio up to the number needed to replace graduating students from the studio in the previous year;
- (e) where more than one Member holds seniority status on a given instrument or in voice, once their studios have been assigned new students under this

clause, any additional new students will be offered to the Member with the most seniority hours as defined under 13.9.6.2 above, to a total teaching load maximum of 18 hours per week;

- (f) if a Member without seniority status is reappointed, their studio shall consist at a minimum of continuing students from their studio in the previous year, unless students have been reassigned as in (b) above. When such a reappointed Member or a newly appointed Member has contracted to teach on an instrument or in voice, and where there also is a Member with seniority status teaching that instrument or voice, students recruited by the Member without seniority status shall be placed in their studio, provided that the Member with seniority status has been offered new students equal in number to those that graduated from their studio in the previous year. Any additional students shall be offered to the Member with the most seniority hours as defined under 13.9.6.2 above, to a total teaching load maximum of 18 hours per week.

13.9.7 Course Cancellation Fee for CAS Studio Instructors in the Faculty of Music:

13.9.7.1 For CAS Members teaching studio courses in the Faculty of Music, the course cancellation fee under 13.8 shall be paid according to the following:

- (a) For CAS Members teaching in studio courses in the Faculty of Music, the course cancellation fee shall be paid on the basis of \$500 specified under 13.8.1, but pro rated according to the one term course equivalents of the contracted number of studio student instruction hours;
- (b) If the University cancels a course (or the assigned hours of studio instruction) within six weeks of the beginning of the term or during the term, the University shall pay the CAS Member who has contracted to provide the instruction the lesser of the remainder of the Member's contracted amount or a cancellation fee according to the schedule below:
 - (i) for each student assigned one-half hour instruction per week, the cancellation fee shall be \$83;
 - (ii) for each student assigned one hour instruction per week, the cancellation fee shall be \$167;

- (iii) for each student assigned one and a half hours instruction per week, the cancellation fee shall be \$250.

- 13.9.7.2 When all or part of contracted instruction is cancelled during the term by reason of student withdrawal from the course, in addition to the cancellation fee set out in 13.9.7.1 above, the instructor shall be paid at the contracted hourly rate for all classes scheduled for two weeks beyond the official drop date of the student. The official drop date shall be the date on which the Dean or his/her designate sends written notice of the student's withdrawal to the Member. In the case where the student is deregistered by the Registrar's Office, the official drop date shall be the date on which the Dean or his/her designate sends written notice of the student's deregistration to the Member. This payment shall be in lieu of the per diem cancellation fee provided for under 13.8.1.
- 13.9.7.3 When all or part of contracted instruction is cancelled during the term the Member shall accrue seniority hours according to the actual number of hours of instruction.

ARTICLE 14: APPOINTMENT OF PART- TIME LIBRARIANS

- 14.1 Academic Status and Appointment of Part-time Librarians:**
- 14.1.1 Part-time Librarian Members have responsibility for the provision of professional Information Service in designated departments of the University Library. All Members are appointed by the University and in accordance with provisions of Articles 7: Academic Freedom and 8: Non-Discrimination.
- 14.1.2 The minimum academic qualifications for a part-time librarian position shall be a first undergraduate degree and a professional degree from a recognized school of library and information studies or its equivalent. A second Masters degree in an academic subject area is preferred.
- 14.1.3 All appointments of Members are at one of the following ranks: Librarian I, Librarian II, Librarian III, or Librarian IV.
- 14.1.4 Initial appointments may be made to any rank, Librarian I, II, III or IV, depending on the appointee's experience and level of achievement. Credit for years of service and credit for years in a rank at another university library, or equivalent experience elsewhere, shall be recognized, and the agreed upon

credit, if any, shall be stated in a letter of appointment.

- 14.1.5 Appointments of Members shall be of the following types: Contract or Part-time Continuing Appointment.

14.2 Contract Appointment:

14.2.1 A Contract Appointment is a part-time position for a specified period, and where there is no implication of renewal or continuation beyond the specified term of the appointment. A Member with a Contract Appointment may be renewed, may apply for further Contract Appointments, Part-time Continuing Appointments, or for full-time appointments when such positions become available.

14.2.2 When the University makes a Contract Appointment, the University Librarian shall inform the Association of the appointment stating the reason. Contract Appointments are made to meet the following specific needs:

- (a) a provisional appointment of 24 months for the initial appointment of a Librarian Member; periods of service in Contract Appointments shall be deemed to be periods of provisional service as per 14.2.6;
- (b) as a replacement when a full-time librarian or a Librarian Member with a Part-time Continuing Appointment is on leave or temporarily transferred to another duty within the University;
- (c) to appoint a librarian for a specific project of fixed duration, or to provide for specific Library needs based upon provisional funding or activities of a trial nature.

14.2.3 Contract Appointments shall have a maximum duration of 24 months and minimum period of 4 months. If a Contract Appointment of a duration shorter than 4 months is needed, the University Librarian shall inform the Association in writing with a statement of reasons.

14.2.4 For Members with Contract Appointments for a period of 12 months or more, the University Librarian, at least four weeks in advance of the appointment coming to term, shall inform Members in writing whether a Contract Appointment is to be renewed.

14.2.5 When a subsequent Contract Appointment or Part-time Continuing Appointment is made, the Librarian Member shall not be assigned a rank lower than the rank of his/her previous appointment.

14.2.6 Periods of service in Contract Appointments shall be deemed periods of provisional

service toward a Part-time Continuing Appointment, and periods of service for promotion in rank.

14.3 Part-time Continuing Appointment:

14.3.1 A Part-time Continuing Appointment is an appointment without a specified term.

14.3.2 A Member who has completed 2392 hours of service over a period of not less than 2 years in Contract Appointment(s), and who has a record of consistent and satisfactory performance of duties and responsibilities as described under Article 17, shall be eligible for a Part-time Continuing Appointment. A Part-time Continuing Appointment is initiated by the University Librarian or the Part-time Librarian Appointment Committee in accordance with 14.5.4 and 14.3.3.

14.3.3 When a Member has completed 3588 hours of service over a period of not less than 3 years in Contract Appointments, the University Librarian shall conduct a review under the terms of 14.2.2 to determine whether the appointment serves specific temporary needs or whether it has come to serve on-going needs within the Library. The University Librarian shall provide a written report of this review to the Part-time Librarian Appointment Committee, with a copy to the Member.

If the review indicates that a Contract Appointment has come to serve the on-going needs within the University, and if the Member has a record of consistent and satisfactory performance of duties as described under Article 17, the Part-time Librarian Appointment Committee shall recommend to the University Librarian that the Member be offered a Part-time Continuing Appointment.

14.3.4 If the review indicates that the appointment should remain a Contract Appointment, the position shall be reviewed every 12 months thereafter in accordance with 14.3.3, and the report shall be copied to the Association.

14.3.5 If the duties and responsibilities of a Member with a Part-time Continuing Appointment are reassigned to a new full-time position, the provisions of 14.8.4 apply.

14.3.6 If the University decides to discontinue a Part-time Continuing position and to terminate an appointment for reasons other than dismissal under Article 21, the order of lay-off shall be in reverse seniority among Members with Part-time Continuing Appointments. The University Librarian shall provide the Member selected according to reverse seniority with a written statement of reasons, copied to the Association. A

Member who has held a Part-time Continuing Appointment for less than 5 consecutive years shall be given 2 months notice of the termination of employment or 2 months pay in lieu of notice; in addition, the Member shall receive severance pay equal to 1 month's pay for each year of consecutive service as defined in 14.3.7 to a maximum of 6 months. A Member who has held a Part-time Continuing Appointment for 5 or more consecutive years shall be given four months notice of the termination of employment or pay in lieu of notice; in addition, the Member shall receive severance pay equal to 1 month's pay for each year of consecutive service as defined in 14.3.7 to a maximum of 12 months.

14.3.7 For the purpose of calculating severance pay as stipulated in 14.3.6, in addition to the years of consecutive service in a Part-time Continuing Appointment, a Member shall receive up to two years of credit for consecutive service in Contract Appointments which immediately preceded the Part-time Continuing Appointment.

14.4 Department Heads:

14.4.1 If a Part-time Librarian Member is assigned duties of a Department Head on a temporary basis, the Member shall be deemed to have the rank of Librarian III for the period of the assignment, and shall receive compensation appropriate to that rank for that period.

14.5 Part-time Librarian Appointment Committee:

14.5.1 The Library shall have a Part-time Librarian Appointment Committee.

14.5.2 The Part-time Librarian Appointment Committee shall include the Department Head of the unit or equivalent in which the vacancy exists, and two full-time Librarians representing two different departments elected by the librarians-in-council.

14.5.3 Once the University Librarian has determined that a part-time appointment is needed, the Part-time Librarian Appointment Committee shall seek applications by posting the position(s) under 14.6. The posting of positions under 14.6 shall be subject to 14.5.4, 14.3.3, and seniority provisions under 14.8.2. The Part-time Librarian Appointment Committee shall review all applications, and shall make recommendations on appointment to the University Librarian.

14.5.4 Subject to the Member's satisfactory performance of duties under Article 17, the University Librarian may propose to the Part-time Librarian Appointment Committee, and the Committee may recommend to the

University Librarian that a Contract Appointment be renewed or that an eligible Member be offered a Part-time Continuing Appointment.

14.5.5 When the University Librarian denies a recommendation of the Part-time Librarian Appointment Committee that a Member's Contract Appointment be renewed, or that a Part-time Continuing Appointment be made, under 14.5.4 or 14.3.3, the University Librarian shall notify the Member in writing with a statement of reasons, copied to the Association.

14.6 Posting of Positions:

14.6.1 Positions shall be posted for 15 days on the Library's staff bulletin board and on the University web page. Copies of the posting shall be sent to Members of the Bargaining Unit in the Library and to the Association.

14.6.2 Notices of positions shall include: the Category of Appointment; the department within the Library; specific duties attached to the position; the qualifications for the appointment; the number of hours per week; the date of commencement of the appointment, and, if applicable, the date of termination; the deadline for the application; and the date of posting.

14.6.3 The deadline for applications shall be at least 15 calendar days from the date of posting.

14.6.4 Applications shall be sent to the University Librarian, who shall forward them to the Part-time Librarian Appointment Committee.

14.7 Application for a Position:

14.7.1 Applications for a position in the Library shall be in writing to the University Librarian and shall include a current curriculum vitae and any other material the applicant wishes to submit. External applicants may be asked to supply the names and telephone numbers of referees.

14.7.2 For Librarian Members who apply for positions, the Member's Official File, including the record of employment, and evaluations shall be provided to the Part-time Librarian Appointment Committee. The chair of the Part-time Librarian Appointment Committee requests a copy of the Member's Official File through the Office of the University Librarian. Only this documentation and any material submitted by the Member shall be used in assessing the application.

14.7.3 The University Librarian shall maintain a roster of professional librarians who have expressed an interest in part-time employment. Members with Contract

Appointments who apply in writing expressing an interest in a subsequent appointment shall be placed on the roster, and shall be deemed to have applied for available positions within the next 12 month period for which they are eligible. The letter requesting inclusion on the roster shall be accompanied by the Member's current curriculum vitae.

14.8 Criteria for Appointment:

14.8.1 In assessing candidates, consideration shall be given to the specific nature of the duties to be performed as advertised, to the character and quality of the degrees held, and to the record of professional and other relevant experience. The assessment shall be made on professional and academic grounds.

14.8.2 When a position becomes available for which a Librarian Member with seniority is qualified under the criteria of 14.8.1, the Member shall be offered the position. A Member shall have seniority when they have accumulated 2392 hours of service in the University Library.

14.8.3 If two or more Members with equal seniority are applicants for a position, the Part-time Appointment Committee shall forward the applications of these Members with equal seniority to the University Librarian, with a recommendation for the appointment, and the University Librarian shall offer the appointment to one of those applicants.

14.8.4 If the duties and responsibilities of a Member with seniority are reassigned to a new full-time position, and if he/she applies, the Member shall be placed on the short-list, and interviewed for the appointment.

14.8.5 Seniority shall be deemed to have been lost if a Librarian Member has a break of service with the University of more than 24 months.

14.8.6 Seniority hours shall be computed from September 1, 1996.

14.9 Letter of Appointment:

14.9.1 The successful candidate shall receive a letter of appointment in duplicate from the University Librarian specifying the precise terms of employment, including:

- (a) category of appointment – Contract or Part-time Continuing;
- (b) rank;
- (c) department(s) in which the appointment is made;

- (d) date on which the appointment commences and the duration of the appointment, where applicable;
- (e) credited number of hours of service accumulated for seniority at the beginning and at the end of the appointment;
- (f) workload expressed as number of hours worked each week;
- (g) salary expressed as an hourly rate,
- (h) such other terms and conditions of the appointment which have been agreed upon by the Member and the University provided they are not inconsistent with the terms of this Agreement;
- (i) a statement that the Wilfrid Laurier University Faculty Association is the sole and exclusive bargaining agent for Part-time Librarian Members;
- (j) a statement that the appointment is subject to the terms of this Agreement;

14.9.2 A copy of this Agreement shall be included with the letter of appointment for the Member's first appointment during the term of the Agreement. If the offer is acceptable to the candidate, the candidate shall sign and return one copy of the letter to the University Librarian.

- 15.2.2 With the exception of 15.2.3, a Member shall not be considered for promotion without his/her consent.
- 15.2.3 When a Member holding the rank of Librarian I is granted a Part-time Continuing Appointment, he/she shall be promoted to the rank of Librarian II.
- 15.2.4 Librarian Members holding the rank of Librarian I shall be eligible for promotion to the rank of Librarian II after having completed 3588 hours of service as a professional librarian.
- 15.2.5 Librarian Members holding the rank of Librarian II shall be eligible for promotion to the rank of Librarian III after having completed 7176 hours of service over a period of not less than 4 years in the rank of Librarian II including credited years of service.
- 15.2.6 Librarian Members holding the rank of Librarian III shall be eligible for promotion to the rank of Librarian IV after having completed 10,764 hours of service over a period of not less than 6 years in the rank of Librarian III including credited years of service.
- 15.2.7 Promotion to the rank of Librarian III and Librarian IV shall be in accordance with the procedures and criteria set out in Articles 16 and 19 of the Collective Agreement for full-time faculty and librarians.

ARTICLE 15: PROMOTION OF PART-TIME LIBRARIANS

- 15.1 General:**
- 15.1.1 Promotion in rank from Librarian I to Librarian II, Librarian II to Librarian III or Librarian III to Librarian IV is a recognition of a Member's professional and academic growth and development, and of service to the University, the academic community, and the library profession.
- 15.1.2 For purposes of promotion, periods of service as a professional librarian in the University Library prior to January 10, 2001 shall count as periods of service in the rank of Librarian II, with the exception that periods of service as Department Head shall count as periods of service as Librarian III.
- 15.2 Progression to Promotion:**
- 15.2.1 With the exception of 15.2.3 and 14.4.1, application for promotion in rank is initiated by the individual Member through the University Librarian.

ARTICLE 16: DUTIES, RESPONSIBILITIES & WORKLOAD OF CAS MEMBERS

- 16.1 Duties and Responsibilities:**
- 16.1.1 The responsibilities of CAS Members shall be undergraduate and graduate teaching, counselling and supervision.
- 16.1.2 The duties and responsibilities of Part-time Contract Academic Staff are:
 - (a) to present courses which reflect the current state of knowledge and the course description in the University Calendar;
 - (b) in multi-sectioned courses, for the sake of consistency, to cooperate with approved departmental policies with regard to the design and presentation of course materials, and the evaluation of students;
 - (c) to provide students with a written course outline during the first week of classes, with a copy to the Chair or Dean as appropriate. The outline shall include at least the following information:

- (i) the name, office address, office telephone number, and weekly office hours of the Member;
- (ii) the subject matter to be explored in the course;
- (iii) a list of all required assignments and examinations, and the relative weight of assignments and examinations in the final assessment of student performance;

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

- (d) to be fair and objective in relations with students and in grading of student assignments;
- (e) to be available for student consultations, including the posting and observance of reasonable office hours;
- (f) to meet at scheduled times with tutorial, seminar, laboratory, and lecture groups except for reasonable change with due notice where possible;
- (g) to be responsible for the preparation, proctoring and grading of all examinations as required by their courses; Members shall not be assigned the duties of Chief Presiding Officer with responsibilities for courses other than their own courses(s);
- (h) to submit final grades as required by departmental practice and the requirements of Senate.

16.1.3 A Member may serve on examining committees of undergraduate or graduate theses or research papers, but such service shall only be with the Member's consent, and shall not be either a condition of appointment or of renewal of appointment.

16.1.4 If, at the request of the Department Chair or equivalent, and with the approval of the Dean, a Member consents to take on the advising and supervision of an undergraduate or graduate student thesis or research paper which is not part of the Member's contract to teach as a course, these responsibilities shall be set out in writing in a supplementary letter of appointment from the Dean. Upon submission of the grade for the project, or upon the Member's appointment coming to

term, whichever comes first, the Member shall receive a payment of \$500. Additional responsibilities under this clause are not subject to the limit under 16.3.2. Refusal to assume such additional duties after an original letter of appointment has been issued shall not prejudice a Member's reappointment. Such an assignment shall not be subject to the posting provisions under 13.3, and Members shall not accumulate seniority points for such responsibilities.

16.2 Teaching, Scholarship and Research:

16.2.1 In order to assist Members with teaching duties, and in recognition of their scholarship, research and creative activities, the University agrees that:

- (a) Members shall have library privileges on the same terms as full-time faculty;
- (b) Members shall have access to a computer and to e-mail and Internet services;
- (c) it shall provide support for professional development through a professional expense reimbursement under 23.6;
- (d) there shall be a fund established to provide financial support for Members' research activities upon application to the Vice-President: Academic under 23.7;
- (e) the University Research Office shall assist Members in making applications to external granting agencies;
- (f) Members' library and e-mail privileges shall be for the academic year, September 1 to August 31. Upon receipt of the signed letter of appointment under 13.7.3, the University shall renew and/or extend the library and e-mail privileges of Members already employed or previously employed by the University. For Members not previously employed by the University, temporary library and e-mail privileges shall be granted on the request of the Member until such time as the Member's employment status has been processed and regular access to library and e-mail services has been made available.

16.3 Workload:

16.3.1 For the purpose of this Agreement, the teaching terms shall be defined as: Fall Term (September 1 – December 31); Winter Term (January 1 – April 30); and Spring Term (May 1 – August 31). Intersession (May and June) and Summer Session (July and August) courses are considered as part of the Spring Term.

- 16.3.2 Members may teach a maximum of three one-term courses or equivalent per term.
- 16.3.3 Members teaching a course are employed for the entire period of the term or terms in which the course is scheduled, inclusive of time for preparation, teaching, counselling students, marking assignments, final examinations, and submission of final grades. Members who teach Intersession courses are employed from May 1 to June 30, and those teaching Summer Session courses are employed from July 1 to August 31. Members who teach courses that have a duration of less than one term, or who teach courses on a team-taught basis, shall have their employment period and hours of work determined on a pro rata basis in accordance with the period for which they have duties and responsibilities for instruction in the course.
- 16.3.4 For the University's reporting for the purposes of Employment Insurance, a one-term course shall be deemed to be the equivalent of 200 hours of work.
- 16.3.5 The classroom contact hours for a one-term course or equivalent are normally 3 hours per week or 36 hours per term. A classroom contact hour includes the time for setting up the classroom and its equipment and returning it to its original condition, i.e., a scheduled 50 minute class equals one hour, and a scheduled 80 minute class equals 1.5 hours. Variations in classroom contact hours may occur under the terms of 16.3.6 and 16.3.7 below. The number of classroom contact hours for a course shall be listed in the job posting under 13.3, and the letter of appointment under 13.7 shall stipulate the classroom contact hours as posted. If the number of posted classroom contact hours for a course is greater than 36, the Dean or designate shall provide a written statement of reasons to the Association along with the copy of the posting under 13.3.1.
- 16.3.6 The number of classroom contact hours for a one-term course equivalent may vary in accord with 16.3.7 below if justified after weighing the relevant factors including but not limited to the following:
- (a) the number of scheduled contact hours for the course when taught previously;
 - (b) the number of hours of preparation, grading and administration for the course;
 - (c) the expected student enrolment in the course;
 - (d) the number of hours of academic counselling and consulting for the course;
 - (e) the level (introductory, upper year, graduate, et cetera) of the course;
 - (f) the type of course or section (lecture, laboratory, tutorial, seminar, et cetera)
 - (g) the availability of markers or laboratory assistant or teaching assistants;
 - (h) additional hours of preparation for a new course, or for a course substantially revised;
 - (i) required attendance at lectures or seminars for course development;
 - (j) requirements of information technology including but not limited to preparation of course materials in electronic form for student access and consultations with students by email;
 - (k) responsibilities related to the coordination of team-taught courses including attendance at meetings for the organization, coordination, and grade-processing of tutorial and/or lab sections.
- 16.3.7 Subject to the factors listed under 16.3.6, the number of classroom contact hours may be above or below 36 hours per one-term course or equivalent with no additional compensation under the following conditions:
- (a) the number of classroom contact hours equals the number of classroom contact hours of the same or a comparable one-term course taught by a full-time faculty member under an assigned teaching workload of five (5) one-term courses;
 - (b) with respect to tutorials where three (3) one-hour tutorial sections equal a one-term course equivalent, a maximum of 12 classroom contact hours or one tutorial section may be added if there is significantly less marking/grading required;
 - (c) with respect to language tutorials taught by a CAS Member which are primarily conversation practice, the number of classroom contact hours shall be six per week for 12 weeks per one-term course equivalent;
 - (d) with respect to laboratory instruction, four (4) lab sections each meeting for three hours or fewer per session constitute a one-term course equivalent; lab instruction hours above three hours per class shall be compensated under the hourly rate under 16.3.8 (a);

- (e) if there is no comparable course under (a) above, and the variations outlined in (b), (c) and (d) do not apply, there shall be no more than six (6) classroom contact hours above 36, and these additional hours shall not include any new preparations for classes, tutorials, or labs, and shall not include scheduled office hours for student counselling;
- (f) any variation above 36 classroom contact hours per one-term course or equivalent not provided for under (a) to (e) above, shall be subject to the approval of the Joint Liaison Committee.

16.3.8 For any variation in the classroom contact hours above 36 not set out under 16.3.7 (a) to (f) above, the Member shall be compensated as follows:

- (a) if the additional classroom contact hours involve only the Member's time for those hours, the Member shall be compensated for the additional hours at the hourly rate of \$30;
- (b) if, as result of the additional classroom contact hours, the Member is required to do additional preparation and marking/grading, the Member shall be compensated for the additional course load on a pro rata basis under 16.3.3.

16.3.9 In recognition of the variation in class size, and in keeping with the University practice of providing markers, teaching assistants, and other support for the assessment of students' assignments and examinations in larger classes, Members, apart from those under the exemptions under (c) below, shall receive a marking/grading allowance in accordance with (a) below, or in lieu of this allowance, a Member may elect to have marking/grading assistance under (b) below:

- (a) in a one-term course or equivalent with an enrolment in excess of 50 students, a Member is entitled to receive a marking/grading allowance of \$15.00 per student for each student in excess of 50 to a maximum allowance for 75 students in a class of 125 or more. This allowance shall be paid in the final month of the academic term. The amount paid shall be based on the number of students registered in the course on the University's official count date for the term. Members teaching two-term courses shall receive the marking/grading allowance on a pro rata basis in two installments in the final month of the first term and in the final month of the second term. Members shall not accrue additional seniority points for a course under the terms of

this clause. If Members do not elect to have marking/grading assistance under (b) below, they shall receive the marking/grading allowance as set out under this clause;

- (b) in lieu of receiving the marking/grading allowance under (a) above, a Member may elect to have marking/grading assistance provided by the University. This assistance shall be on the basis of one hour of assistance for each student in excess of 50 to a maximum of 75 hours. Members apply in writing for marking/grading assistance to the Department Chair or equivalent within two weeks of the commencement of the term, and shall be notified of the assistance provided within two weeks of the application. If the University cannot provide all the marking/grading assistance requested, the Member shall receive the marking/grading allowance equal to the entitled number of hours of assistance minus the number of hours provided times \$15.00.
- (c) Subject to (d) below, Members involved in the teaching of courses with tutorial or lab sections or contracted to conduct tutorials or labs are not eligible for the marking/grading allowance or assistance under 16.3.9 (a) or (b). Members teaching off-campus courses in SBE, and Members teaching courses in which 60% or more of the grade is based on machine-marked tests, exams and assignments are not eligible for the marking/grading allowance or assistance under 16.3.9 (a) or (b).
- (d) If a Member is assigned a one-term course equivalent for six (6) tutorial sections which meet on alternate weeks, and the Member is responsible for the marking/grading, the Member shall be eligible for the marking/grading allowance or assistance under 16.3.9 (a) or (b) for students in excess of 75 to a maximum of 50 students.

16.3.10 Subject to (a) and (b) below, when the total enrolment in all of a Member's courses in a given term is in excess of 125 students, a Member shall be provided with grading/marking assistance on the same terms as full-time faculty under 18.2.2.6 of the collective agreement for full-time faculty and professional librarians, as amended. The Member makes this request to the Department Chair or equivalent within two weeks of the commencement of the term. Upon this request and confirmation of the enrolment in the class(es), the University through the Chair shall provide marking/grading assistance on the same terms as for full-time faculty. When Departments do not have resources to provide

such assistance, the provision of grading/marking assistance shall be the responsibility of the Dean. For CAS Members, the following conditions apply:

- (a) a Member shall not be eligible to receive marking/grading assistance under this clause 16.3.10 if the Member is receiving a marking/grading allowance or marking/grading assistance under 16.3.9 (a) or (b) for up to 125 students; in addition, off-campus courses in SBE, courses with tutorial or lab sections, and the tutorial or lab sections, subject to 16.3.9 (d), are not eligible for marking/grading assistance under this clause 16.3.10. Members teaching courses in which 60% or more of the grade is based on machine-marked tests, exams and assignments are not eligible for the marking/grading assistance under this clause 16.3.10;
- (b) a Member teaching a course which has more than 125 students and receiving a marking/grading allowance or marking/grading assistance under 16.3.9 (a), 16.3.9 (b) or 16.3.9 (d) is eligible for additional marking/grading assistance under this clause 16.3.10 if the number of students above 125 in a course plus the number of students in other courses not exempt under (a) above, is greater than 125;
- (c) if departments have graduate teaching assistants available, marking/grading assistance may be provided to Members who have a total enrolment in all their classes in a given term of fewer than 125 students provided the Member is not receiving a marking/grading allowance or marking/grading assistance under 16.3.9.

16.3.11 In recognition of the increased number of students and the increase in class sizes, the Parties agree to the following measures to monitor student/faculty ratios:

- (a) the University shall maintain or improve upon a student/faculty ratio (FTE students to FTE faculty) of 23:1, as set out under 18.2.1.4(a) of the Collective Agreement, as amended, for full-time faculty and professional librarians;
- (b) by December 1st each year, the University shall provide to the Joint Liaison Committee, with a copy to the Association, a report on enrolment in courses taught by CAS Members. This report shall be in the form of the University's report of March 31, 2003, and shall include:

- (1) a report on intramural courses taught by CAS Members which includes the instructor's name, the course number, enrolment and course weight, with a summary by term of the number of courses, number of students and average class size;
- (2) a report in a similar format for Distance Education courses taught by CAS Members;
- (3) a report in a similar format for off-campus courses taught by CAS Members;
- (4) a report in a similar format for Music studio, directed studies and thesis courses taught by CAS Members;
- (5) a report for CAS Members teaching tutorial or lab sections of courses including the name of the instructor, the course number, the number of tutorial/lab sections, the total number of students in these sections, and an enrolment equivalence based on the total number of students divided by the number of sections.

This annual report, due December 1, shall include courses taught in the Winter, Spring and Fall terms of the current calendar year.

16.4 Academic responsibilities in addition to teaching:

16.4.1 Members' participation in the collegial bodies of the University under 11.2 shall be voluntary and such service shall not be part of a Member's workload. If the Dean or, with the approval of the Dean, the Chair requests that a Member undertake academic responsibilities outside of the responsibilities in teaching a course under 16.1.2, such a request shall be communicated to the Member in writing. Such tasks require the Member's written consent, and the Member's refusal shall not prejudice the Member's employment status or reappointment. The written request shall set out the number of hours involved in these additional duties and the amount of compensation based on an hourly rate of \$25.00.

16.5 Office Space and Office Equipment:

16.5.1 To facilitate the provision of an adequate working environment under Article 4.2 and in recognition of CAS Members' responsibilities under 16.1.2, the Parties agree to establish a bilateral University-Association Committee to

	review office space and office equipment for CAS Members in each academic unit. This committee composed of two representatives of the University and two representatives of the Association shall compile an inventory for each academic unit of office space and office equipment provided for CAS Members. The Committee shall be constituted within 40 days of the signing of this Agreement and shall report its findings, including the inventory, and make recommendations for improvements to the Joint Liaison Committee by March 31, 2005.	16.7.1	A Member shall not be required to introduce information technology as a component of a course unless the technology is specifically related to the subject matter, or the mode of delivery of the course has been approved by the Department, Area or equivalent academic sub-unit, or Faculty, as appropriate.
16.5.2	Subject to the findings of the Bilateral Committee under 16.5.1, Members who are required to maintain an office at home shall have their income reported on a T2200 form (Declaration of conditions of employment). In these instances, Members should submit a written request for completion of the T2200 form to the Dean outlining the duties carried out at home. All course-related meetings with students, e.g., classroom contact hours and office hours, must take place on University premises.	16.7.2	When a course includes an Information Technology requirement, the form of IT requirement shall be included in the job posting under 13.3. Once a Member has been appointed to teach a course, he/she shall not be required to change the course to an alternate mode of delivery during the period of the appointment.
		16.7.3	When computer technology is required for the delivery of a course, the University shall ensure that the Member teaching the course has access to computer equipment capable of handling the required mode of delivery.
		16.7.4	Nothing in the provisions of 16.7 above shall prevent a Member from introducing or using Information Technology as part of a course.
16.6	Report of Activities:	16.7.5	To assist Members and to facilitate technological innovation within the University community, the University shall inform Members of training programs, and shall make these programs accessible on the same basis as full-time faculty.
16.6.1	At the end of each academic term, the CAS Member may submit an updated Teaching Dossier, in accordance with 19.6.3, to the Department Chair or equivalent.	16.8	Distance Education and other Special Types of Teaching:
16.6.2	This report may include a list of courses taught including the number of students in each class, and additional counselling or supervisory responsibilities under 16.1.2; a copy of course outline(s), and any other course materials the Member may wish to attach to the form, with the exception of course readers.	16.8.1	General:
16.6.3	The Member may also include in this report, the following information:	16.8.1.1	Appointments for credit courses offered through Distance Education and other Special Types of Teaching shall be subject to Article 13 and recommendations for appointment shall be made by the academic sub-unit or equivalent to the Dean.
	(a) Research and Scholarly Activity: a list of publications, conference and workshop presentations, research grants and contracts, a list of graduate degrees awarded or in progress and a statement of research or scholarly work in progress;	16.8.1.2	Special Types of Teaching include courses which: (a) are taught by correspondence, by teleconferencing, or at off-campus locations; (b) are videotaped, recorded, broadcast, televised, or offered through the Internet.
	(b) Community Service: a list of department or other University committee duties, service contributions at the University, and professional activities and contributions to the academic and larger community.	16.8.1.3	Subject to the maintenance of a satisfactory teaching performance in the course, a Member, or a person who is eligible to become a Member of the Bargaining Unit, and who is the creator of a Distance Education course shall be offered an appointment to teach the course for the first three (3) times it is offered. If the creator of the course declines the offer to teach the course, subject to the rights of full-time faculty for first consideration
16.7	Information Technology:		

under 18.2.4 of the Full-time Collective Agreement, the course shall be posted under 13.3.

16.8.1.4 For Distance Education courses, the University shall reimburse the Member for approved long distance telephone costs incurred in teaching these courses. For off-campus courses, the University shall reimburse the Member for approved travel, lodging, meals and long distance telephone costs incurred in teaching these courses.

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

16.8.1.6 Courses taught through Distance Education and Special Types of Teaching shall be subject to Senate policies on computers and information technology, and shall be in accordance with 16.7 above.

16.8.2 Distance Education:

16.8.2.1 The duties and responsibilities of CAS Members teaching Distance Education courses are those set out in 16.1.2, and shall be subject to 16.8.2.2.

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

- (a) after appointment to teach a Distance Education course, CAS Members shall provide course information, such as textbook requirements, requisite additional supplies, and methods of student assessment, as requested by the Office of Part-Time, Distance and Continuing Education in order to meet publication and other administrative deadlines;
- (b) during the first week of the teaching term, CAS Members shall inform students of the preferred method and timing of student/instructor communications;
- (c) CAS Members shall inform students of any significant periods of time during the term when they will be unavailable, and shall make appropriate arrangements with the Chair, Area Head or Course Coordinator to accommodate student needs in such absences;
- (d) if the Member requests, responsibility for the receipt and return of student assignments and midterm tests shall rest with the Office of Part-Time, Distance and Continuing Education;

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

(f) there shall be a teaching evaluation form for Distance Education courses as set out in Article 19.3.

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

16.8.2.4 Any changes in Information Technology proposed by Senate and its committees, or by the Office of Part-time, Distance and Continuing Education shall be consistent with the terms and conditions of work of CAS Members under this Article 16.

ARTICLE 17: PART-TIME LIBRARIAN MEMBERS' DUTIES, RESPONSIBILITIES & WORKLOAD

17.1 Duties and Responsibilities:

17.1.1 Part-time Librarian Members' duties and responsibilities shall be an appropriate combination of:

- (a) professional practice in the University Library;
- (b) academic and community service within the University;
- (c) scholarly and/or professional activity.

Individual duties and responsibilities may vary between Part-Time Librarian Members and will be assigned by the University Librarian in accordance with this Article 17. Without minimizing the importance of (b) and (c), for the majority of Part-time Librarian Members the principal duties shall be those noted in (a) above.

17.1.2 Professional Practice in the University Library:

- (a) Part-time Librarian Members concern themselves primarily with the academic needs of the University community. Through the collection, organization, and dissemination of informational materials,

they facilitate access to and expansion of the world of knowledge. They perform an instructional, consultative, and research role through formal and informal instruction in the methods and sources of bibliography; advice on library research techniques; direction towards appropriate resources of information; and the search and retrieval of specific information requested by the Library's users.

- (b) Part-time Librarian Members' principal responsibilities shall consist of one or more of the following activities: public service, information service, collection development, acquisition of informational materials, cataloguing, bibliographical control, systems development, and any other recognized Library function performed by professional librarians.
- (c) Part-time Librarian Members' responsibilities may include participation in assigned Library administrative and committee work and keeping informed of trends in library and information science applicable to their duties and responsibilities.

17.1.5

such scholarship in publications, conference papers, lectures and other credible forums. Professional activity includes but is not limited to the planning, implementation, and participation in workshops or conferences; participation in scholarly, library and professional associations including the Ontario Confederation of University Faculty Associations, and the Canadian Association of University Teachers; co-operative work with other libraries; and professional expertise used in service to the community at large.

The University agrees that Library functions commonly associated with the exclusive duties and responsibilities of professional librarians in Canadian universities should be performed by professional librarians, and the University will endeavour to assign responsibilities and workload accordingly.

17.1.6

Adjustments to the normal work load may be made when a Part-time Librarian Member, with his/her consent, undertakes a special assignment requested by the University Librarian.

17.1.7

Librarian Members with Part-time Continuing Appointments who, as part of their assigned duties and responsibilities under 17.1.1 and 14.9.1, are expected to engage in scholarly and/or professional activities, shall be eligible to apply for release time from their normal duties to pursue approved research projects or professional development opportunities under 19.1.9 and 19.1.10 of the Collective Agreement for full-time faculty and professional librarians.

17.1.3 Academic Service within the University:

Academic and community service within the University may include the performance of administrative duties and membership on University or Association committees. Such academic and community service may be part of a Member's workload. Where participation on University committees or such other bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent.

17.2

Part-time Librarian Members' Hours of Work:

17.2.1

Hours of work shall in no case exceed an average work week of 23 hours which may include evening and/or weekend service.

17.1.4 Scholarly and/or Professional Activity:

Unless part of the assigned duties and responsibilities of a position, Part-time Librarian Members are not expected to engage in scholarly and/or professional activities. The University does recognize that certain Members may choose to pursue scholarly and/or professional activities and, in support of these activities, the provisions of 18.1, 23.6, and 23.7 shall apply. Scholarly activity includes but is not limited to bibliographical work; research in librarianship or other subject areas; creative work, completed course work, degrees, or programs of study; and the dissemination of

17.2.2

Hours of work shall be scheduled equitably, after consultation between the University Librarian and Members. One evening every two weeks and six (6) weekend days per term shall be the limit of an individual Member's service outside of the regularly scheduled hours, unless otherwise stated in the letter of appointment, or agreed to by the University Librarian and the Member.

17.2.3

For hours worked in excess of the number of hours stated in the letter of appointment, and when such excess work has been approved by the University Librarian, Part-time Librarian Members shall be compensated by the equivalent time off.

17.2.4 For hours worked on holidays (18.7), Part-time Librarian Members shall be compensated in accordance with 18.7.3.

17.3 Annual Report of Activities:

17.3.1 Each Librarian Member with a Part-time Continuing Appointment shall submit to the University Librarian a copy of an Annual Report of Activities by May 5 of each year. Part-time Librarian Members on Contract Appointments may submit such a report. The Annual Report shall include a statement of activities for the period from the previous May 1 to April 30. The Annual Report, which shall be completed on a standardized form approved by the Joint Liaison Committee and supplied by the University Librarian, and shall report on the Member's assigned duties and responsibilities under:

- (a) professional practice in the University Library;
- (b) academic and community service within the University;
- (c) scholarly and/or professional activity.

If (b) and/or (c) are not part of a Member's assigned duties and responsibilities, the Member may include such activities in the Annual Report if he/she wishes to do so.

Coordinator, where appropriate. Notification may be made by telephone, e-mail or fax, when it is not reasonable to otherwise discuss the matter with the Department Chair or equivalent in person.

18.2.3 Compassionate Leave with full pay and, if applicable, benefits for periods longer than 5 working days may be granted by the Dean, University Librarian, or equivalent administrative officer.

18.2.4 Each day or part day of leave taken under this sub-article is deemed by the parties to be an emergency leave day under the *Employment Standards Act, 2000, Ch. 41 Sect. 50 (5)*.

18.3 Court Leave:

18.3.1 Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify their Chair (or equivalent) of the summons as soon as possible. Members shall supply the Chair (or equivalent) with a copy of the summons.

18.3.2 Members who have complied with the foregoing shall be granted a leave of absence with full pay and, if applicable, benefits during the period of service to the court or summoning body, or to the end of their appointment, whichever comes first. For Members who have an immediately succeeding appointment or a renewal of an appointment with no period of interruption in employment with the University, the period of eligibility for the leave includes the period of that succeeding appointment.

ARTICLE 18: LEAVES

18.1 Academic and Professional Leave:

18.1.1 A Member may apply to the Dean/University Librarian for release time from normally assigned, scheduled duties in order to attend a conference, seminar or workshop for academic and professional development related to a Member's duties. It is the responsibility of the CAS Member to make up any class missed as a result of an academic and professional leave. When making up the class is not feasible, an alternative arrangement will be made in consultation with the Department Chair or Dean, as appropriate.

18.2 Compassionate Leave:

18.2.1 Members are entitled to Compassionate Leave with full pay for periods up to 5 working days in the case of illness or death in the Member's immediate family.

18.2.2 Members shall give reasonable notice of need for such leave to the Dean, University Librarian, or equivalent administrative officer, through the Department Chair or

18.4 Sick Leave:

18.4.1 The University recognizes that unavoidable absences may occur because of illness or accident and for this reason provides a sick leave benefit which provides income protection, as set out below.

18.4.2 If the cause of absence from work is illness or accident compensable under the Workplace Safety and Insurance Act, the Member shall apply for compensation under the provisions of the legislation, and if the Member receives such compensation, the University shall pay the difference between 100% of the Member's full pay and the compensation received under the Workplace Safety and Insurance Act for a maximum period of 4 months or until the expiration of the Member's appointment, whichever comes first. For Members who have an immediately succeeding appointment or a renewal of an appointment with no period of interruption in employment with the University, the period of eligibility for the sick leave includes the period of the succeeding

appointment. If the Member applies but does not receive compensation under the provisions of the legislation, the provisions of 18.4.4 apply.

18.4.3 A Member unable to attend to his/her duties because of illness or accident shall advise his/her Chair (or equivalent), or where appropriate, the University Librarian, promptly and the Member shall, upon request, produce medical evidence, satisfactory to the University, of such illness or accident.

18.4.4 CAS Members who are on sick leave are entitled to receive full pay for working days missed, for up to 7 days per academic term. The sick leave entitlement for Part-time Librarian Members on Contract Appointments will be based on an annual entitlement of 21 sick days per year at full salary prorated on the basis of the appointment period. The sick leave entitlement for Part-time Librarian Members on Continuing Appointment will be prorated on the basis of the sick leave entitlement for full-time professional librarians.

18.4.5 While on sick leave, a Member shall continue to accrue seniority points or seniority hours.

18.4.6 During the period of sick leave under 18.4.4, benefit coverages and applicable premium payments by a Librarian Member with a Part-time Continuing Appointment and the University will continue.

18.4.7 Should the sick leave period extend beyond the period of entitlement under 18.4.4, a Member may remain on sick leave, but without salary and, if applicable, benefits. The provisions of this clause shall not prevent the University from extending sick leave pay and, if applicable, benefits beyond the period of entitlement set out in 18.4.4.

18.4.8 While a Librarian Member with a Part-time Continuing Appointment is on sick leave without pay, the University will not contribute towards University benefits, but will permit and facilitate continuance of any coverage if desired by the Member with the Member paying the applicable premiums.

18.4.9 Sick leave benefits are not cumulative and are not reimbursed upon termination of employment or at any other time.

18.5 Leave of Absence for Librarian Members with Part-time Continuing Appointments:

18.5.1 Because of the continuing nature of the relationship between the University and Librarian Members with Part-time Continuing Appointments, the University may, upon request of a Librarian Member holding a

Part-time Continuing Appointment, grant a leave of absence without pay for a period not exceeding 12 consecutive months. During the period of the leave, Librarian Members shall retain accumulated seniority credit. Extension of a leave of absence without pay beyond 12 consecutive months may be granted with the approval of the Vice-President: Academic.

18.5.2 Application for leave shall be made to the Vice-President: Academic. The Vice-President: Academic shall decide whether or not to grant the leave and shall notify the applicant within 2 months following the date on which the application for leave was made. Applications for leaves of absence in order to take up an appointment to a government or community commission, body, or ministry shall be granted for the duration of the appointment to a maximum of 24 months.

18.5.3 While a Librarian Member is on such leave without pay, the University will not contribute towards University benefits, but will permit and facilitate continuance of the coverage if desired with the Member paying the applicable premiums.

18.5.4 Upon return from such leave, the Librarian Member will be reinstated at the Member's former salary plus applicable scale increases.

18.5.5 Three months prior to the commencement of such leave the University shall inform the Member in writing of all agreed terms and conditions upon which the granting of leave is based and specify a deadline for acceptance or rejection of the said terms and conditions.

18.5.6 The Member shall not be deemed to have accepted the terms of such leave of absence until he/she has so notified the University in writing. Failure to accept within the deadline specified in 18.5.5 shall be deemed to constitute non-acceptance.

18.6 Vacation Entitlement:

18.6.1 Part-time Contract Academic Staff:

In lieu of vacation days, CAS Members are entitled to 4% vacation pay in accordance with 24.2.1, or 24.2.2, or 24.4.5, as appropriate.

18.6.2 Part-time Professional Librarians:

18.6.2.1 The vacation entitlement of Librarian Members shall be based on the annual entitlement of 22 working days of vacation for full-time librarians (accrued at the rate of 1.83 days per month) prorated to reflect the number of hours of work as set out in the letter of appointment. After 20 years of continuous service, the annual entitlement used to calculate a Member's prorated vacation entitlement shall be 25 working days of vacation, and after 30 years

of service, it shall be 27 working days of vacation. The Member will be paid during such vacations but there shall be no additional remuneration should the Member choose to work through all or part of the vacation period. Librarian Members may take their vacation at any time provided that the Member has indicated the dates of vacation to the University Librarian in advance and has obtained the University Librarian's approval for same.

18.6.2.2 In the event of Librarian Members terminating their employment prior to the end of their appointment, such Members shall be entitled to receive payment for any unused vacation entitlement accrued to date of termination. Except as provided for herein, there shall be no remuneration in lieu of vacation not taken.

18.6.2.3 Vacation Entitlement shall not be cumulative and shall expire at the end of the Vacation Entitlement Year for which the entitlement was earned. Exceptions may be approved by the University Librarian, whereby Librarian Members may carry over a maximum of 10 vacation days into the next Vacation Entitlement Year.

18.6.2.4 Subject to 18.4.4, a period of certifiable illness occurring during a period of vacation leave shall, on request of the Member, be recorded as sick leave and the Librarian Member's Vacation Entitlement shall be adjusted accordingly.

18.7 Holidays:

18.7.1 Members are entitled to the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, any other day declared as a holiday by the President or as a statutory holiday by the federal or provincial authorities, and any other day on which the University premises are declared closed by the President.

18.7.2 A Member will not receive additional remuneration should the Member choose to work on the holiday.

18.7.3 Librarian Members required by the University to work on any of the days listed in 18.7.1 shall, in addition to their holiday pay, receive:

- (a) compensation at the rate of 2 times their regular salary rate for the hours worked, or
- (b) where it is mutually agreeable, time off which is equivalent to 2 times the hours worked.

18.8 General:

18.8.1 In all cases leaves include all statutory holidays, other holidays declared by the President and Vacation Entitlement which falls during the said leave period.

ARTICLE 19: TEACHING EVALUATIONS

19.1 Course Evaluations:

19.1.1 In order to improve course design or teaching effectiveness, a CAS Member may conduct a written evaluation of his/her teaching performance in his/her classes provided that the students consent to participate in the survey, and provided that the procedures of the survey protect student confidentiality.

19.2 University Teaching Evaluations:

19.2.1 The University may conduct evaluations in order to assess a CAS Member's teaching performance. The teaching evaluations and their administration shall be in accordance with the regulations below and with other provisions of this Agreement.

19.2.2 Teaching evaluations intended for the University's assessment of CAS Members shall be supervised by individual Faculties, departments or equivalent academic sub-units. The original evaluation forms shall be retained by the Dean for at least one year, and during such time shall be available to the Member.

19.2.3 There shall be a uniform University questionnaire for all credit courses except Distance Education courses evaluated under 19.3, and Studio courses in the Faculty of Music evaluated under 19.4. For the term of this Agreement, the questionnaire shall be that used in the Winter Term 2004. Any changes to this questionnaire shall only be made with the agreement of both parties. The University shall receive the consent of the Association before it takes any recommended changes to Senate for ratification.

19.2.4 Student evaluations shall be obtained through the questionnaire administered by the University in such a way as to afford all the students in a given course or class a reasonable chance to respond. Such questionnaires shall be constructed so as to obtain a fair and reasonable assessment of teaching effectiveness, within the limitations of current knowledge. All questionnaires shall be constructed so as to give roughly equal weight to each of the questions, and all questions shall conform to the requirements of Article 7: Academic Freedom and Article 8: Non-Discrimination.

- 19.2.5 All questions shall be constructed so that the answers may be aggregated by simple statistical procedures.
- 19.2.6 Up to 20 minutes of scheduled class time, in the last 10 days of a course, or of a Member's involvement in a course where such involvement is less than a full term or academic year, may be used for filling out questionnaires. The scheduling of the evaluation shall be by the mutual agreement of the Member and the Dean. Questionnaires shall be administered by the Dean or his/her designate(s) in cooperation with departments, or areas. The Member shall not be present while questionnaires are being filled out in his/her classes. After questionnaires have been completed, they shall be placed in a sealed envelope, which shall not be opened until final grades for the course have been submitted to the Registrar. Course instructor(s) shall not receive any information which would disclose the identity of students who completed the questionnaire. For this reason, the University will not conduct evaluations in a class of fewer than 5 students.
- 19.2.7 Student responses to the University's questionnaire shall be aggregated by the Dean or his/her designate in such a way as to present a fair and accurate picture of the opinions of the respondents. All responses to the numbered questions shall be aggregated, and the mean, median, standard deviation, frequency distribution and number of eligible respondents shall be calculated. A copy of this aggregated data shall be sent to the Member. The responses to the final unnumbered question on overall instructor rating will only be used by the University to assess student responses within the institution as a whole, and will not be part of the record of the teaching evaluation of an individual Member, will not be placed in the Member's Official File, and will not be used in the assessment procedures under Articles 10, 13, and 21.
- 19.2.8 Only data derived from teaching evaluations which conform to the provisions of this Article, and which have been placed in the Member's Official File can be used in the University's assessment of a CAS Member's teaching performance.
- 19.3 Distance Education Teaching Evaluations:**
- 19.3.1 In light of the mode of delivery of Distance Education courses, there shall be a separate teaching evaluation form for these courses. This questionnaire shall conform to provisions for the University Teaching Evaluations for intramural courses under 19.2.4, 19.2.5, and 19.2.7, except that student responses under 19.2.7 shall be aggregated by the Vice-President: Academic or his/her designate. Subject to 19.3.2 below, for the term of this Agreement, the Distance Education Evaluation form shall be that used in the Winter Term of 2004.
- 19.3.2 The Parties agree that Distance Education courses taught by Members and by full-time faculty shall be evaluated by the same teaching evaluation form. Since any change to this evaluation form affects the terms and conditions of this Agreement and the full-time faculty and librarians agreement, the Parties agree to establish a bilateral committee to undertake a review of the existing teaching evaluation form for Distance Education courses with a view to making improvements if needed. This bilateral committee shall be composed of two representatives of the University and two representatives of the Association. The committee shall submit its report to the Joint Liaison Committee by February 15, 2005. Any changes to the Distance Education Evaluation Form shall be subject to the agreement of the Parties.
- 19.3.3 The evaluation form will be sent to the student electronically within the last 15 days of the course with a request that the form be returned electronically to the Office of Distance Education at the conclusion of the course. Only forms returned directly from the student to the Office of Distance Education will be used in the assessment of a Member's teaching. The University will not conduct evaluations in a class of fewer than 5 students, and evaluations for classes in which there are fewer than 5 student responses shall not be placed in the Member's Official File.
- 19.3.4 Only data derived from teaching evaluations which conform to the provisions of this Article, and which have been placed in the Member's Official File can be used in the University's assessment of a CAS Member's teaching performance.
- 19.4 Music Studio Evaluations:**
- 19.4.1 In light of the one-on-one instruction in studio courses in the Faculty of Music, the Parties agree to develop a separate teaching evaluation form for these courses. This questionnaire shall conform to provisions for the University Teaching Evaluations for intramural courses under 19.2.4, 19.2.5, and 19.2.7. and provide for confidentiality of student responses.
- 19.4.2 The Parties agree that studio courses in the Faculty of Music taught by Members and by full-time faculty shall be evaluated by the same teaching evaluation form. Since the introduction of a new evaluation form affects the terms and conditions of this Agreement and the full-time faculty and librarians

agreement, the Parties agree that the bilateral committee under 19.3.2 shall develop a questionnaire and submit its recommendation to the Joint Liaison Committee by February 15, 2005. Any evaluation form for studio instructors in Music shall be subject to the agreement of the Parties before it can be used in the evaluation of any Member.

19.4.3 Only data derived from teaching evaluations which conform to the provisions of this Article, and which have been placed in the Member's Official File can be used in the University's assessment of a CAS Member's teaching performance in Music Studio courses.

19.5 Professional Development Evaluation:

19.5.1 The Dean or his/her designate, with the consent of the CAS Member, or upon the request of the Member, may provide a written evaluation of the Member's teaching performance. The purpose of such an evaluation is to assess the Member who applies for seniority status under 13.6, or to assist the Member in the performance of his/her teaching duties under Article 16. Only those evaluations undertaken for an assessment for seniority status under 13.6 shall be placed in the Member's Official File.

19.5.2 The CAS Member initiates a Professional Development Evaluation by writing to the Dean or his/her designate stating the reason for the request and suggesting a time for the evaluation to take place. The Dean or his/her designate initiates such an evaluation by writing to the Member stating the purpose of the evaluation and suggesting the time for an evaluation to take place. In the latter instance, the evaluation and its scheduling shall be subject to the mutual agreement of the Member and the Dean or his/her designate.

19.5.3 The evaluation by the Dean or his/her designate shall include attendance at the Member's class to observe the CAS Member's teaching. For a Distance Education course, in lieu of a classroom visit, course materials, web sites and/or other components of the course shall be reviewed. Such an evaluation is in addition to the Teaching Evaluations under Article 19.2, 19.3 and 19.4.

19.5.4 The Dean or designate conducting the evaluation shall discuss the Member's performance with the Member, and following this meeting shall send a written report to the Member. In addition to assessing the Member's performance, this report may make recommendations to assist the Member in the performance of his/her duties.

19.5.5 This report of a Professional Development Evaluation shall be consistent with the terms and conditions and academic criteria set out in this Agreement.

19.6 Teaching Dossier:

19.6.1 A Teaching Dossier provides a record of a Member's teaching accomplishments, strengths and activities. It contains documents, statements, and materials that demonstrate the scope and quality of a CAS Member's teaching performance.

19.6.2 Contents of a Teaching Dossier:

In order to provide a current record of a CAS Member's teaching activities and experience, a Member may include a Teaching Dossier as part of an application for appointment under Article 13 and as part of the Report of Activities under 16.6. A Teaching Dossier may include the following:

- (a) a record of teaching for the Member's period of employment during the most recent three years;
 - list of courses taught, including the course number and title, credit value, and enrolment;
 - the outline for each course listed above, as per 16.1.2 (c);
 - list of individual student projects supervised, if any (e.g., honours or graduate student theses or similar individually-supervised projects);
 - student teaching evaluations deposited in a Member's Official File by the University under 19.2, 19.3 and 19.4 of the Collective Agreement shall be considered as part of the Teaching Dossier. A Member may wish to place additional copies of the teaching evaluations in the Dossier, but there is no requirement to do so;
- (b) additional course related materials, such as instructions for assignments, reading lists, final examinations, and information about the programs of study of students enrolled in the courses may be included;
- (c) course evaluations conducted by the Member; any comments the Member may wish to make about these evaluations, or about the University teaching evaluations;

ARTICLE 20: INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHT

- (d) information from students, including informal student evaluations, letters, and testimonials;
- (e) a statement of the Member's pedagogical goals and objectives;
- (f) a statement of the Member's involvement in professional development as a teacher such as participation in seminars, work-shops, or professional meetings, the publication of articles, commentaries or reviews related to teaching, examples of instructional innovation and evaluation of their effectiveness, and activities connected with the training and orientation of teaching assistants;
- (g) description of duties connected with the coordination of multi-sectioned, sequenced, or otherwise inter-related courses, and with the direction and coordination of programs of studies including the academic counselling of students;
- (h) evidence of contribution to course, program, or general curriculum development including the design of new courses and programs;
- (i) information on a Member's contribution to the academic and cultural life of students in addition to activities normally associated with course instruction or research supervision (e.g., assistance with student clubs, with special events, with student conferences and exchanges, or with off-campus trips, etc.);
- (j) description of activities concerned with high school liaison;
- (k) other material that the Member deems relevant.

19.6.3 The Member may provide a copy of the Teaching Dossier to the Part-time Appointment Committee with any application for subsequent appointment.

19.6.4 The Teaching Dossier may be used, where appropriate, in an evaluation of a Member under Article 10. When a CAS Member receives a notice of evaluation under Article 10, the Member may present a Teaching Dossier as a record of his/her teaching activities and contributions.

20.1 General:

20.1.1 The first consideration of the University in this Article 20 is to promote the teaching, research and other scholarly and creative activities of Members. The University also recognizes that the community it serves may also benefit from inventive and creative advancements in artistic, creative, technical and scientific knowledge which have been achieved by Members.

20.1.2 Each Member has the right to publish or otherwise disseminate the results of his/her research, scholarship or creative activities.

20.1.3 Intellectual property means any result of intellectual or artistic activity, created by a Member, that can be owned by a person. Intellectual property includes but is not limited to:

(a) inventions, publications, computer software, works of art, industrial and artistic designs, as well as all other creations that can be protected under patent, copyright, trademark or similar laws; and

(b) data bases, audio visual and computer material or equivalent circuitry, biotechnology and genetic engineering products (including plant cultivars and germ plasm), computer software, inventions, discoveries and all other products of research or discovery which are protected by a statutory regime through a registration system (such as patent or trademark registration), which may be licensable or otherwise protected by law; and

(c) computer software and lecture notes, laboratory manuals, articles, books, artifacts, works of visual art and music (including any software which expresses the said notes, manuals, articles, books, artifacts, or works). The terms "works of visual art and music" include productions (including sound, video, film, and hypertext multimedia).

20.1.4 Any provisions of this Article shall apply to joint creators of a piece of intellectual property, on a pro rata basis.

20.2 Ownership and Rights of All Intellectual Property:

20.2.1 All intellectual property is owned by the Members who create it, except in those cases:

	(a) where there is a written contract to the contrary between the creator, the University, and/or a third party which assigns the ownership rights of the intellectual property to the University or the third party; or		
	(b) where the University provides funds, resources, and facilities to the Member beyond those required for the payment of the Member's salary and benefits, for the provision of a normal academic environment in which to work, and for the performance of a regular workload by the Member, in which case, the Member shall agree to share ownership rights to the intellectual property with the University.	20.3.3	It is to the benefit of both the University and Members that potentially patentable discoveries or creations be disclosed to the University prior to public disclosure.
		20.3.4	When potentially patentable discoveries or creations are disclosed to the University by a Member(s) and the University agrees to pursue a patent application, this protection shall be pursued in the name of the Member(s) who is the inventor(s), discoverer(s), or creator(s). The cost involved in this process shall be paid by the University. Where the inventor(s), discoverer(s), or creator(s) and the University agree to pursue the feasibility of patenting an invention, the Member(s) agrees to provide full co-operation and assistance in the preparation of the patent application, including disclosure of information containing potentially patentable discoveries which have not yet been protected. Such disclosures shall only be made within agreements of confidentiality. The University shall notify the Member(s) of its decision to file or not to file within 3 months of the disclosure.
20.2.2	The University shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member without the Member's written consent.		
20.2.3	In recognition of the University's commitment to scholarship, including teaching, research and publication activities:		
	(a) the University agrees that Members have complete intellectual and artistic freedom in the creation of intellectual property and the unqualified right to disseminate by any means whatsoever the intellectual property which they own; and	20.3.5	If the University decides the potentially patentable discovery arose from University supported activities, and decides not to pursue patent protection, the Member(s) shall be so advised in writing within 3 months of disclosure to the University and may pursue patent protection at his/her own expense.
	(b) the Member shall grant to the University a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for internal, non-commercial educational and research purposes, all intellectual property developed by Members with the use of the University's time, facilities, and resources.	20.3.6	If the University decides that the potentially patentable discovery was unrelated to University supported activities, the Member may deal with the patent as he/she deems appropriate. This latter situation shall not preclude a joint development agreement between the Member and the University.
20.3	Patents:		
20.3.1	Where a Member is a party to a research contract and an invention is made by the Member in the course of research supported by that contract which has explicit provisions for patents and revenue sharing from such patents, the provisions of that contract take precedence over this Agreement.	20.3.7	If, pursuant to 20.3.4, a Member does not disclose a potentially patentable discovery, and the Member makes an application for a patent, then the Member shall disclose the patent application to the University within 3 months of the application, and shall affirm in writing at the time of disclosure to the University whether or not the discovery has been made and developed as a result of University supported activities. If the Member(s) fails to disclose the existence of patent applications within 3 months, it shall be understood that the University maintains its rights under this Article until such disclosure is made. The University shall decide if the patent application arose from University
20.3.2	The University acknowledges that it has no claim or interest in any Member's invention which does not arise from University supported activities. The Parties agree that the University has an interest in any Member's invention which does arise from University supported activities. For the purpose of this Article 20, University		

supported activities, and shall notify the Member of its decision within one month of disclosure.

20.3.8 Members shall share in any royalties derived from the commercialization of patents which they have assigned to the University.

20.3.9 If the University pursues patent protection, then the royalties to be shared shall be those remaining after the recovery of the University's costs incurred in all the activities specifically involved in the patenting process, including the cost of development, but not including overhead. If the patentable discovery arose from University supported activities, and the Member decides to pursue patent protection without the University's aid, then the royalties to be shared shall be those remaining after the recovery of the Member's costs incurred in all the activities specifically involved in the patenting process, including the cost of development, but not including overhead. The sharing of the remaining royalties after the disbursements for costs shall be negotiated between the University and the Member(s).

20.3.10 In the event that the University elects not to proceed with an application for patent for an invention arising from University supported activities, and the Member subsequently obtains such a patent, the Member shall grant to the University a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable licence to the use of the invention for the University's purposes.

20.3.11 The University's share of royalties shall be used to support research and scholarly activity.

20.3.12 The University shall not enter into any agreement with a third party which alters the patent rights of Members stated in this Article without their written consent.

20.4 Copyrights:

20.4.1 The copyright on all literary works, dramatic works, musical works, artistic works, computer programs, or other forms of intellectual property produced or created by Members is vested in the Members who created the works. The benefits that may accrue to Members may be limited by the terms of external contracts and licencing agreements.

20.4.2 Notwithstanding clause 20.4.1, where the University specifically commissions the preparation of a particular work, at the time the commission is made the Member(s) who is the creator(s) and the University may negotiate specific conditions which may vest the copyright in the University, and the

Member(s) as a minimum shall provide the University with a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable licence to use the material for University purposes.

20.4.3 The University shall make no claim to the proceeds of publication for which it has provided no more than normal academic facilities, including research grants.

20.4.4 When the University has subsidized publication by a grant for that purpose, it may negotiate specific conditions with the Member(s) who is the creator(s) to participate in royalties.

20.4.5 Whenever a publication subsidy is made, the University shall stipulate at the time it offers the subsidy if it wishes to negotiate a claim to royalties that may accrue from publication thus supported; and if it does not, it shall be deemed to have waived any claim to royalties or other income.

20.4.6 Any funds which accrue to the University for royalties from copyrights in which it participates shall be used to support research and publication.

ARTICLE 21: DISCIPLINE

21.1 General:

21.1.1 A Member may be disciplined only for just and reasonable cause. Such disciplinary action shall be reasonable and commensurate with the seriousness of the violations.

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

- (a) a letter of warning or reprimand;
- (b) suspension with pay;
- (c) suspension without pay;
- (d) dismissal for cause.

21.1.3 Except for action taken under Article 21.3, all disciplinary action shall be initiated within 30 days of the date the University knew, or ought reasonably to have known, of the occurrence of the matter giving rise to the discipline.

21.1.4 Medical disability shall not be cause for reprimand, suspension or dismissal. When the University judges a Member's performance to be inadequate and believes this inadequacy may be the result of illness, the University may require that he/she undergo a medical examination. If there is then evidence that the inadequate performance is the result of

illness, the Member shall be placed on sick leave under 18.4.4. If the Member in such a case challenges the determination, the advice of a second physician of the Member's choice shall be obtained. If the two (2) physicians disagree, they shall agree on a third, who shall adjudicate and decide on the matter.

21.1.5 If a Member is relieved from duties pending the outcome of the procedures of 21.1.4, the Member shall not be deemed to be on sick leave and shall receive full salary and, if applicable, benefits. If pursuant to 21.1.4, it is determined that the Member's inadequate performance is due to medical reasons, then the Member shall receive sick leave in accordance with 18.4.4, and, if applicable, benefits in accordance with 18.4.6.

21.1.6 Letters of warning or reprimand must be clearly identified as being disciplinary measures, must contain a clear statement of the reasons for taking this action and shall be delivered by registered mail.

21.1.7 Failure of the 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.

21.2 **Suspension:**

21.2.1 Suspension is the act of the University in relieving a Member of all University duties for cause without his/her consent.

21.2.2 When the University suspends a Member with or without pay, the University shall give written notification by receipted registered mail to the Member's last known address of the dates of commencement and termination of the suspension together with a written statement of reasons. The University shall notify the Association of the Member's suspension.

21.3 **Dismissal for Cause:**

21.3.1 Dismissal for cause means the termination of an appointment by the University without the consent of the Member. A Part-time Librarian Member with a Continuing Appointment shall continue to receive his/her then current salary, salary increases and, if applicable, benefits while grievance and arbitration proceedings are pending in accordance with the provisions of 21.3.3 (b). Should a grievance and/or arbitration proceeding not uphold the Member's dismissal for cause, the University shall compensate the Member for salary lost for any courses, or portions thereof, for which the Member had a signed letter of appointment and did not teach pending the

results of the grievance and/or arbitration process.

21.3.2 When the President and the Dean of the Member's Faculty or the University Librarian, where appropriate, are satisfied that there is cause to justify that a Member be dismissed, they shall forthwith notify the Member by receipted registered mail to the Member's last known address of their intention to proceed with dismissal with a detailed written statement of reasons. A copy of the notification of dismissal shall be sent to the Association.

21.3.3 If, within 20 days of receipt of the written dismissal notice, the Member grieves, and the grievance proceeds to arbitration, the following procedures shall apply:

(a) pursuant to 22.6.3, the Parties agree that a single arbitrator shall be utilized, and that both Parties shall expedite the hearing of the matter so that a decision shall be rendered within at most 4 months from the appointment of the arbitrator;

(b) in the case of a Part-time Librarian with a Continuing Appointment, the University shall pay the Librarian Member's salary and, if applicable, benefits until the decision of the arbitrator is received, or for the period of 4 months from the appointment of the arbitrator, whichever is the least.

21.3.4 The Parties agree that in order to expedite the hearing, the arbitrator shall be chosen according to the rota in Article 22.6.3 and must agree to render the decision within a period of 4 months.

21.4 **Criminal Charges and Conviction:**

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

21.4.2 In the event that a Member is accused of an offence which requires a court appearance, he/she shall be granted leave of absence with salary and, if applicable, benefits, until the earlier of the end of the appointment or the end of the court appearance. In the event that the accused Member is jailed awaiting a court appearance, he/she shall receive leave without pay.

21.4.3 As far as circumstances allow, and consistent with the academic mission of the University or

the safety and security of its students, a Member who has been charged or convicted shall continue to pursue his/her normal University duties.

21.5 Harassment:

21.5.1 Any disciplinary actions taken by the University against a Member following from an allegation of harassment pursuant to University Harassment policies and procedures shall be subject to Article 21.1 of this Agreement, and may be grieved under Article 22.

ARTICLE 22: GRIEVANCES AND ARBITRATION

22.1 General:

22.1.1 The parties agree to use every reasonable effort to encourage the informal, amicable, and prompt resolution of grievances arising from the administration, interpretation or application of this Agreement. The only matters that may be grieved are Grievances (22.3.1) and no other matters may be grieved.

22.1.2 All written communications pursuant to this Article shall be by registered mail or receipted hand delivery.

22.1.3 Unless the parties expressly agree otherwise, exchanges of information and offers of settlement at a pre-grievance or Informal Stage meeting shall be kept confidential by the participants and shall be deemed to have been made without prejudice, and as such in any subsequent proceedings related to that grievance information shall be presented de novo.

22.1.4 The contents of Article 1 (Preamble) shall not be made the subject of a grievance but may be referred to by either Party to this Agreement to demonstrate the declared intentions of the Parties at the time this Agreement was entered into. It is further provided that decisions about the award of research funds under 23.7.4 shall not be subject to grievance.

22.1.5 In order to provide for the orderly and timely settlement of grievances and to fulfil the provisions of 22.1.1 there shall be both an informal and a formal resolution procedure. The informal procedure is set out in 22.5. The formal procedure is set out in 22.6 and shall, with the exception of those grievances initiated at Step II, be a sequential three step process as follows:

STEP I: is set out in 22.6.1;

STEP II: is set out in 22.6.2;

STEP III: ARBITRATION is set out in 22.6.3;

with the possibility for final resolution at any

step.

22.2 Time Limits and Technical Irregularities:

22.2.1 Time Limits:

(a) Where no action is taken to submit the matter to the next step within the time limits set out in this Article, the grievance shall be deemed to have been withdrawn or settled, as the case may be.

(b) 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 as if a negative reply or denial had been received on the last day for the forwarding of such reply.

(c) The parties may agree to extend any time limits specified in either the grievance or arbitration procedures. In addition, the arbitrator or the arbitration board may extend the time for the taking of any step in the grievance procedure under the Agreement, notwithstanding the expiration of such time, where the arbitrator or the arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

22.2.2 Technical Irregularities:

No minor technical violation or irregularity occasioned by clerical, typographical or similar technical error in the grievance and arbitration procedures shall prevent the substance of a grievance being heard and judged on its merits, nor shall it affect the jurisdiction of the arbitrator.

22.3 Definitions:

22.3.1 Grievance:

A Grievance shall be any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

22.3.2 Types of Grievance:

(a) Individual Grievance is a grievance initiated by a single Member. Where two or more Members have a common grievance, each such Member is entitled to initiate a grievance with respect thereto.

	(b) Group Grievance is a grievance initiated by two or more Members involving the same dispute against the University. The grievance shall name the Members involved and shall only be initiated with the written consent of all such named Members.		freedom under Article 7, or allegations of discrimination under Article 8.
	(c) Association Grievance is a grievance initiated by the Association which may but need not relate to an actual dispute involving an individual Member or group of Members.	22.4.2	The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.
	(d) University Grievance is a grievance initiated by the University against the Association.	22.5	Informal Stage:
		22.5.1	A Member may discuss informally a grievance with the appropriate Dean/University Librarian. If the grievance is resolved at this stage, the agreed resolution shall be put in writing and countersigned by the Member and the Dean/University Librarian.
		22.6	Steps in the Formal Grievance and Arbitration Procedures:
22.3.3	No Individual or Group Grievance shall proceed beyond Step II of the grievance procedure pursuant to 22.6.2 without the written consent of the Association.	22.6.1	Step I:
22.3.4	Nothing in this Article shall be deemed to preclude the Association from initiating a grievance which also is the subject of an Individual or Group Grievance, nor shall the initiation of an Association Grievance preclude an Individual or Group Grievance. Where grievances are similar the parties agree to make the necessary arrangements to hear the grievances jointly.	22.6.1.1	If the Informal Stage is unsuccessful in resolving the dispute or difference or the grievor did not use the Informal Stage, the grievor may present a formal grievance to the Dean/University Librarian.
22.3.5	In the event that a Member settles or withdraws a grievance with the University, such settlement or withdrawal shall be without prejudice to the Association and shall not constitute a precedent for the purpose of grievances involving similar circumstances. In the event that the Association is not a signatory to the settlement, the Vice-President: Academic shall, within 2 working days of the date upon which the settlement is countersigned, forward a copy of the settlement to the Association.	22.6.1.2	The grievor shall within 20 working days of the date on which the events giving rise to the grievance occurred, or within 20 working days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later, present a formal grievance to either the grievor's Dean, or the University Librarian. A formal grievance shall be in writing signed by the grievor(s), and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.
22.3.6	There shall be no discrimination, harassment or coercion, of any kind, practised against any person involved in these procedures.	22.6.1.3	No later than 10 working days following the receipt of the grievance, the Dean/University Librarian or representative shall meet with the grievor, and shall make every reasonable attempt to resolve the grievance. At the meeting with the Dean/University Librarian or representative, the grievor shall have the right to be accompanied and officially represented by another Member.
22.4	Grievances to be filed at Step II:	22.6.1.4	If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by the grievor and the Dean, or the University Librarian or representative within 7 working days after the date of the first meeting specified in 22.6.1.3. The Dean or University Librarian shall, within 3 working days after the date on which the settlement was countersigned, forward a copy of the settlement to the Association. Such settlement shall not constitute a precedent to be used against the University, the Association, or any other Member.
22.4.1	The following grievances shall be filed at Step II of this procedure:	22.6.1.5	In the event that the grievor and the Dean or University Librarian, as the case may be, cannot resolve the grievance within 10
	(a) Association Grievances;		
	(b) University Grievances;		
	(c) Grievances filed under Article 13, 14, or 15;		
	(d) Individual Grievances that involve the suspension or termination of a Member under Article 21, or that involve allegations of infringement of academic		

working days after the date of the first meeting specified in 22.6.1.3, then the Dean or University Librarian, as the case may be, shall within 3 working days after the expiration of this period, forward in writing to the grievor reasons for denying the grievance with a copy to the Association.

22.6.2 Step II:

22.6.2.1 Failing a resolution at Step I, or in the event the grievance is filed initially at Step II, pursuant to 22.4, the grievor shall, in consultation with the Association, reduce the grievance to writing and shall specify the article or articles alleged to have been violated and the remedy sought. The grievor shall forward the written report on the grievance to the Vice-President: Academic, with a copy to the Association:

- (a) for grievances initiated at Step II, within 20 working days of the date the events giving rise to the grievance occurred, or within 20 working days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later; or
- (b) for grievances not resolved at Step I, within 10 working days of receipt of the decision from the Dean or University Librarian.

22.6.2.2 No later than 5 working days following receipt of the grievance, both Parties shall provide to each other all documents upon which they rely in respect of the grievance. Either Party may request from the other copies of any other document(s) it considers to be relevant to the grievance, and such requests shall not unreasonably be denied. In the event that the Party from which production has been requested refuses to produce the requested document(s), it shall provide its reasons for its refusal in writing within 5 working days of the request.

22.6.2.3 No later than 10 working days following receipt of the grievance, the Vice-President: Academic or representative shall meet with one or more Association representative(s), and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the Vice-President: Academic or representative and the grievor.

22.6.2.4 In the event that an individual Member proceeds with a grievance independent of the Association, the provisions of 22.6.2.3 apply to the meeting between the grievor and the Vice-President: Academic. In the event that a settlement is reached, the Vice-President: Academic shall, within 3 working

days of the date on which the settlement was countersigned, send a copy to the Association.

22.6.2.5 In the event that no settlement is reached within 10 working days after the date of the first meeting under 22.6.2.3, the Vice-President: Academic shall within 3 working days after this 10 day period, forward in writing to the grievor and the Association reasons for denying the grievance.

22.6.2.6 Step II: University Grievances:

A University Grievance shall be in writing and shall specify the article or articles alleged to have been violated and the remedy sought. The grievance shall be forwarded to the President of the Association within 20 working days of the date the events giving rise to the grievance occurred, or within 20 working days of the date upon which the University knew of the events giving rise to the grievance, whichever is later. No later than 10 working days following receipt of the grievance, a representative of the Association shall meet with a representative of the University and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the representatives of the Association and the University. In the event that no settlement is reached within 20 working days of the date of the first meeting hereunder, the representative of the Association within 3 working days thereafter shall forward in writing to the University reasons for denying the grievance.

22.6.3 Step III: Arbitration:

22.6.3.1 Notice to Arbitrate:

Either party shall be entitled, within 40 working days of the date upon which denial of the grievance is received by the grievor under 22.6.2, to forward written notice to the opposite party that it intends to proceed to final and binding arbitration with the grievance.

22.6.3.2 Appointment of Arbitrator:

The notice referring the matter to arbitration under 22.6.3.1 shall specify whether the party referring the matter to arbitration desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration and shall be delivered to the other party in writing. The other party shall, within 15 days of the receipt of the notice, advise the party referring the matter to arbitration if the party does not wish a single arbitrator, and, if applicable, the name of its appointee to the board of arbitration. The party referring the matter to arbitration shall appoint its nominee within 10 working

days of being advised of the appointee of the other party. It is the right of the University or the Association to have any grievance referred to arbitration heard by a board of arbitration rather than by a single arbitrator.

22.6.3.3 Where either party chooses to have a three-person board of arbitration, it shall consist of an appointee of each of the parties and a chair to be chosen jointly by the appointees within 15 days after receipt of appointment of the second of them. If either party fails to name an appointee within the time specified above, or if the 2 appointees fail to agree upon a chair within the time specified above, the appointment may be made by the Minister of Labour of the Province of Ontario upon the request of either party. Unless exceptional circumstances dictate to the contrary, the arbitration hearing shall be held within 3 months of the date of the selection of the chair.

22.6.3.4 Where a single arbitrator is selected to hear the grievance, the following shall apply:

(a) the parties agree that the following persons will be asked to serve as a single arbitrator, on a rotating basis, so long as this Agreement continues to operate:

Pamela Picher
William Marcotte
Paula Knopf
Richard McLaren
Russell Goodfellow

(b) the persons specified in (a) above shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available or agreeable to commence hearings within 45 days of being notified of the requested appointment, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in the sequence of selection. However, by mutual consent in writing, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list;

(c) if none of the persons on the list specified in (a) above can or will act within the required time, and if the parties do not agree on another arbitrator in accordance with (b) above, the parties within 15 days shall ask the Ontario Minister of Labour to appoint a single Arbitrator.

22.6.3.5 The Parties agree that no person who is an employee or student of the University, a

member of the Board, the Senate or the Association, or was so at the time the grievance was initiated, or who has been involved with the negotiation of this Agreement shall be appointed an arbitrator, or be a member of the board of arbitration.

22.6.3.6 In any arbitration involving a matter in dispute under Articles 7, 13, 14, 15, 16, 17, or 18, the appointees shall select a chair who has held a faculty or librarian appointment in a Canadian university for at least 5 out of the last 10 years.

22.6.3.7 **Duties and Powers of the Arbitrator or the Arbitration Board:**

(a) The arbitrator or arbitration board shall make a final and binding settlement of the differences between the Parties and for that purpose, has all the duties and powers of an arbitrator or arbitration board as stated in the Ontario Labour Relations Act, 1995, as amended from time to time and, in addition has the following duties and powers:

(i) to determine all questions of fact or law that arise;

(ii) effective upon the ratification of this Agreement, to grant such interim orders as the arbitrator or arbitration board considers appropriate, including the continuation or reinstatement in employment of a Librarian Member who has been denied a Part-time Continuing Appointment under Article 14, and whose appointment terminates before the grievance is settled;

(iii) to make such orders or give such directions in proceedings as he/she or it considers appropriate to expedite the proceeding or to prevent the abuse of the arbitration process.

(b) An arbitrator or arbitration board shall not have jurisdiction to amend, modify, or act inconsistently with this Agreement.

(c) A board of arbitration shall determine its own rules of procedure and evidence which shall be fair, just and equitable.

(d) Where an arbitrator or arbitration board determines that a Member has been discharged or otherwise disciplined by the University for cause and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or arbitration

board may substitute such other penalty for the discharge or discipline as to the arbitrator or arbitration board seems just and reasonable in all the circumstances.

22.6.3.8 Costs:

Each Party shall bear the costs of its appointee to a board of arbitration and the costs of the chair shall be shared equally. The costs of a single arbitrator shall be shared equally by the Parties. If so requested by the arbitrator(s) and if such space is available, the University shall provide meeting space on the University campus.

equivalent in the previous academic year;

(iii) \$1000 if the Member has taught 4 or more one-term courses or equivalent in the previous academic year.

(d) credit for the tuition benefit cannot be accrued over several academic years; a Member who uses the tuition benefit and remains eligible can claim the tuition benefit in the following academic year according to the schedule set out above.

ARTICLE 23: BENEFITS AND PENSIONS

23.1 Definition:

For the purpose of benefits described in this Article 23, "spouse" means either:

- (a) a man or a woman who is married to an employee; or
- (b) a person who has been cohabiting with an employee continuously for a period of not less than one year.

23.2 Tuition Benefits:

23.2.1 CAS Members:

A CAS Member with Seniority Status who has held a CAS appointment during two terms in each of the two previous academic years shall be eligible for a tuition waiver for the Member, spouse, or dependents on the following basis:

- (a) the Member must hold a CAS appointment during the academic year in which the benefit is provided;
- (b) the amount of the benefit shall be based on the number of courses the CAS Member has taught in the previous academic year;
- (c) the maximum amount of the tuition fee to be waived for the Member, spouse and dependents combined for undergraduate or graduate courses at Wilfrid Laurier University shall be in accordance with the following schedule:
 - (i) \$500 if the Member has taught 2 one-term courses or equivalent in the previous academic year;
 - (ii) \$750 if the Member has taught 3 one-term courses or

23.2.2 Librarian Members with Part-time Continuing Appointments:

Librarian Members with Part-time Continuing Appointments shall be eligible for the same tuition benefits as full-time professional librarians except that the amount of the tuition benefit will be prorated on the basis of the number of hours of the Librarian Member's appointment.

23.2.3 For the purpose of this section, "Dependant Children" means sons or daughters who are under 26 years of age and either live at home or are financially supported by the Member.

23.3 Athletic Facility Use and Parking:

23.3.1 In each academic term, Members shall have the right to use the University's athletic facilities upon the payment of \$30.00 per term plus taxes.

23.3.2 In each academic term, Members shall have the right to park in the University's parking lots upon the payment of \$40.00 per term plus taxes.

23.4 General Liability Insurance:

23.4.1 The University shall maintain General Liability insurance protection for Members under the policy in effect on January 1, 2004.

23.4.2 When a Member is involved or is likely to be involved in circumstances giving rise to legal action against the University or the Member which flows from the Member's performance of duties as an employee, the University shall:

- (a) notify the Member within 30 days of a formal notification of a potential adverse situation, circumstance, investigation, inquiry or complaint which might lead to legal action against the Member;
- (b) provide the Member with full disclosure of all information relating to the case;

(c) compensate the Member for time off in attending the court case or formal hearing related to a potential or actual case.

23.5 Benefit Plans:

23.5.1 CAS Members and Librarian Members on Contract Appointments shall receive an additional 4% of pay in lieu of health care and dental care benefits as set out in 24.2.1, 24.2.2, and 24.4.5.

23.5.2 Librarian Members with Part-time Continuing Appointments shall be members of the following benefit plans:

- (a) Extended Health Care Plan;
- (b) Dental Care Plan;
- (c) Basic Group Life Insurance

The cost of the plans listed above will be shared between the University and the Member with the University paying a prorated amount based on the number of hours of the continuing appointment, and the Member paying the balance.

23.6 Professional Expense Reimbursement:

23.6.1 The University shall make available to each CAS Member a Professional Expense Reimbursement of up to \$100 for each academic term in which they teach a course. Librarian Members shall have an annual Professional Expense Reimbursement of up to \$300. For Librarians Members on appointments of less than 12 months duration, the amount of the reimbursement shall be prorated on the number of months of the appointment.

23.6.2 This Professional Expense Reimbursement is authorized for the purchase of items related to the performance of the Member's teaching or librarian duties. These expenditures include, but are not limited to, the purchase of books, subscriptions, supplies, and travel expenses related to academic and professional development.

23.6.3 For CAS Members, eligible expenditures must occur within the period from the signing of their letter of appointment to the end of their contract, and requests for reimbursement shall be subject to 23.6.5.

23.6.4 CAS Members appointed to teach a full credit course over 2 successive terms shall have \$100 available in each academic term of the appointment. Monies unspent in the first term of the appointment shall be added to the Member's allocation for the second term, and receipts for unclaimed expenditures in the first term may be claimed in the second term.

23.6.5 Members may make requests for reimbursement for amounts in excess of

\$25.00 at any time following the commencement of their appointment. Otherwise, for CAS Members, requests for reimbursement for expenses incurred shall be made no later than 15 days after the end of the academic term of their appointment. For Librarian Members, requests for reimbursement shall be made no later than 15 days after the end of their appointment, or for Librarian Members with Part-time Continuing Appointments annually no later than July 15.

23.6.6 For Librarian Members, monies unspent in a Member's Professional Expense Reimbursement for a 12-month period shall be added to the Member's allowance for the next year. For Librarian Members, the amount of such carry-over shall not exceed the maximum reimbursement allowable under 23.6.1.

23.6.7 Any change in the University's Professional Expense Reimbursement claim form shall only be made with the consent of the Association.

23.7 Research Funds:

23.7.1 Effective September 1, 2004, an annual fund of \$15,000 shall be made available to assist Members with the cost of research activities. Funds will be available for research-related expenses including travel to scholarly conferences for the presentation of papers, for the employment of research assistants, and for other costs directly related to a Member's research. The maximum grant under this fund is \$1,500 and the minimum award is for \$500 unless the Member requests a lesser amount.

23.7.2 In addition to the research fund under 23.7.1, up to four (4) research support grants (paid as a salary equivalent to the salary for a one-term undergraduate course) will be available each academic year according to the following:

- (a) Members with seniority status who have been employed by the University during the two previous academic years are eligible to apply for a research support grant;
- (b) there shall be at least one research support grant available each term during the academic year; if a research support grant is not awarded in a particular term, it shall be available to be awarded in the next term within the same academic year;
- (c) applications in accordance with 23.7.3 shall be submitted prior to the term in which the research support grant would be taken, i.e., by October 1 for the winter term, by February 1 for the spring term, and by June 1 for the fall term;
- (d) Members who have received a research support grant may apply for research

	funds under 23.7.1, and under 16.2.1 (e), upon request, shall receive assistance from the University Research Office in making applications to external granting agencies;	23.7.7	Within 30 days following the end of the academic term of a research support grant, the Member shall provide the Vice-President: Academic with a report on research, scholarly and professional activities during the period of the grant.
	(e) a research support grant is equivalent to a one-term course and shall be counted as such for the purposes of 16.3.2 and 16.3.4, and for professional expense reimbursement under 23.6.1;	23.7.8	By September 15, the Vice-President: Academic shall report to the Association on the research funds under 23.7.1 with the names of applicants and the amounts requested, the names of recipients and amount awarded to each recipient in the previous academic year. Any unspent monies shall be added to the research fund available in the following year to a maximum fund of \$30,000 per academic year.
	(f) Members who have received a research support grant under this clause are only eligible to apply for a further grant after teaching courses during four (4) academic terms over a period of not less than 24 months.		
23.7.3	Members apply for research funds or research support grants in writing to the Vice-President Academic, copied to the Department Chair, and the Dean or University Librarian as appropriate. An application for research funds under 23.7.1 shall include a summary of the research project, the purpose for which funds are needed, a budget, and the date for the conclusion of the project. An application for a research support grant under 23.7.2 shall include the proposed term for the grant, an outline of the research project and other scholarly activities to be pursued, and a statement of the relationship of the proposed research and scholarly activities to the Member's teaching and/or professional responsibilities.	23.7.9	By September 15, the Vice-President: Academic shall report to the Association on research support grants under 23.7.2 giving the names of applicants for each application date, and the names of Members awarded grants and the academic term of such awards during the previous academic year. If fewer grants were made than provided for under 23.7.2, the Vice-President: Academic shall provide a statement of reasons. The research support grants awarded shall not be included in the University's count of courses offered during the academic year.
		23.7.10	Effective from September 1, 2004 to June 30, 2005, the following specific limits are set for all University travel expenses:
			(a) the current car allowance for mileage is \$0.32/km; parking charges are also included for reimbursement;
23.7.4	The Dean or University Librarian shall make a recommendation to the Vice-President: Academic on the application, and the Vice-President: Academic may consult with the Dean of Graduate Studies and Research. The Vice-President: Academic makes the decision whether or not to award the grant, and shall inform the Member in writing within one month of the application.		(b) airline, bus, taxi, and railway fares, and hotel accommodations shall be reimbursed upon submission of the appropriate documentation;
			(c) for travel in Canada, the amount allowed for meals is \$50 (Canadian) per diem; for travel outside Canada, the amount per diem is \$50 (U.S.). Members may claim up to \$50 (Canadian or U.S., as appropriate) per day without receipts.
23.7.5	Requests for advances and reimbursement of expenses must be submitted on the appropriate University forms in accordance with the University's accounting procedures. Any change to the University forms shall only be made with the consent of the Association.	23.7.11	Effective July 1, 2005, the limits for all University travel expenses shall be the limits set out in the Collective Agreement for full-time faculty and librarians.
23.7.6	Any award of research funds under 23.7.1 shall be concluded on or before the termination of a Member's appointment or within 12 months of the award whichever comes first. Any unspent monies shall be made available to other applicants under this Research Fund provision. On the request of the Member, the Vice-President: Academic may extend the period of a research award, but in no case shall the award be for a period longer than 12 months.		
		23.8	WLU Pension Plan:
		23.8.1	Under the terms of 23.8.2, Members as part-time employees are eligible but not required to join the WLU Pension Plan.
		23.8.2	Members are eligible to enrol in the WLU Pension Plan following two consecutive calendar years of employment in which they

have either earnings greater than thirty-five percent (35%) of the Canada Pension Plan Yearly Maximum Pensionable Earnings, or have worked a minimum of seven hundred (700) hours in each of the two (2) years.

23.8.3 Once a part-time CAS or Librarian Member has enrolled in the WLU Pension Plan under the terms of 23.8.2, the Member is eligible to make contributions to the Plan during subsequent appointment periods as a Member. Pension Plan membership shall terminate when there is a break in service with the University of more than twenty-four (24) months.

23.8.4 Members who have established membership in the WLU Pension Plan through employment with the University in capacities other than as Members of this Bargaining Unit retain their membership in the Plan should their other employment with the University terminate, subject to the break in service under 23.8.3.

ARTICLE 24: COMPENSATION

24.1 Salary:

24.1.1 A CAS Member's salary is the total compensation, inclusive of pay in lieu of benefits and vacation pay, which the Member receives for teaching a course. A Librarian Member's salary is the total compensation received for the period of a Contract Appointment, or for Librarian Members employed for a period of 12 months from July 1 to June 30, the salary is the total annual pay for that year.

24.1.2 Members shall be paid monthly and a Member's monthly pay, prior to deductions, shall be in equal monthly payments during each academic term. Members who are employees of the University in another capacity and who are paid bi-weekly shall be paid on a bi-weekly basis.

24.2 CAS Member's Salary for Undergraduate and Graduate Courses:

24.2.1 The compensation for teaching a one-term undergraduate course (0.5 credit weight), including courses taught on the Brantford campus, but excluding Distance Education courses and courses taught in the off-campus degree or diploma programs in the School of Business and Economics, shall be:

Effective	Base Rate	Pay in lieu of benefits (4% of base rate)	Vacation @ 4% of base rate	Salary
Sept 1, 2004	\$5,202	\$208	\$208	\$5,618

Sept 1, 2005	\$5,374	\$215	\$215	\$5,804
Sept 1, 2006	\$5,557	\$222	\$222	\$6,001

24.2.2 The compensation for teaching a one-term (0.5 credit weight) graduate course shall be:

Effective	Base Rate	Pay in lieu of benefits (4% of base rate)	Vacation @ 4% of base rate	Salary
Sept 1, 2004	\$5,449	\$218	\$218	\$5,885
Sept 1, 2005	\$5,629	\$225	\$225	\$6,079
Sept 1, 2006	\$5,820	\$233	\$233	\$6,286

24.2.3 Two-term courses (1.0 credit weight) shall be compensated at twice the rate of one-term (0.5 credit) courses. Courses that are defined by the University Calendar as less than the equivalent of one-term (0.5 credit), and courses that are team-taught, shall be compensated on a pro rata basis.

24.2.4 In accordance with 13.8, the University shall pay Members a fee for the cancellation of courses.

24.3 Supplementary Remuneration for CAS Members:

24.3.1 CAS Members are entitled to a marking/grading allowance or marking/grading assistance under the terms of 16.3.9. CAS Members who have additional assigned lab or classroom contact hours under 16.3.7 shall be compensated, if applicable, under the terms of 16.3.8.

24.3.2 CAS Members appointed to teach larger classes in which they have three (3) classroom contact hours a week, and present lectures, coordinate tutorial or lab sections, and have responsibility for the review and submission of student grades shall receive \$500 in compensation for the additional counselling and administrative responsibilities associated with larger classes.

24.3.3 CAS Members who receive a supplementary letter of appointment for the advising and supervision of an undergraduate or graduate thesis or research paper under the terms of 16.1.4 shall receive a payment of \$500.

24.3.4 For academic responsibilities in addition to teaching under the terms of 16.4.1, a CAS Member shall be compensated at the hourly rate of \$25.00.

24.3.5 If, after the termination of a Member's appointment to teach a course, the Member is required by the Dean or designate to mark deferred exams, or reassess assignments, examinations or final grades in that course as

a consequence of student petitions, the Member shall be paid at the rate of \$50 per deferred exam or reassessment. No supplementary payment will be made in the case of a deferred exam that is approved by the Member and scheduled at his/her discretion.

24.4 Distance Education Courses:

24.4.1 Distance Education courses are those taught using delivery modes such as the internet, correspondence and videotape.

24.4.2 The compensation for teaching Distance Education Courses shall be:

Effective	for a 0.5 credit weight	for a 1.0 credit weight
Sept 1, 2004	\$3,258	\$6,516
Sept 1, 2005	\$3,366	\$6,732
Sept 1, 2006	\$3,481	\$6,962

24.4.3 For a 0.5 credit Distance Education Course, when the number of students enrolled in the course exceeds 25, the Member shall receive an additional \$60 per student for each student in excess of 25. The number of students per course shall be based on the University's official count date.

24.4.4 For a 1.0 credit Distance Education Course, when the number of students enrolled in the course exceeds 25, the Member shall receive an additional \$120 per student for each student in excess of 25. The number of students per course shall be based on the University's official count date. For full-year Distance Education courses which fall over two official count dates, the Member shall receive an additional \$60 per student for each student in excess of 25 enrolled in the course on the first term count date, and \$60 for each student in excess of 25 enrolled in the course on the second term count date.

24.4.5 The compensation rates for Distance Education Courses in 24.4.2, 24.4.3 and 24.4.4 are inclusive of pay in lieu of benefits and of vacation pay in accordance with 23.5.1 and 18.6.1.

24.5 SBE Off-Campus Courses:

24.5.1 The compensation for Members teaching credit courses in the off-campus degree or diploma programs in the School of Business and Economics shall be at least the value of the salary under 24.2.1 or 24.2.2, as appropriate.

24.6 Music Studio/Music Therapy Practicum Courses:

24.6.1 Each Member engaged in Music Studio Instruction or Music Therapy Supervision shall have an hourly base rate of pay. In addition, each Member shall receive 4% of the hourly base rate in lieu of benefits, and 4% of the hourly base rate as vacation pay.

24.6.2 The hourly base rates shall be differentiated by categories based upon experience in university teaching, performance profile, and professional experience and reputation in accordance with the schedules set out below.

24.6.3 When a Member is promoted to a higher category, then their hourly base rate shall be based on the rate for the new category. The new rate of pay upon promotion shall be effective on the beginning of the next term following the promotion decision under 13.9.4.6. A Member who is promoted to a higher category upon the award of a requisite university degree or music therapy accreditation shall have the new rate of pay effective as of the date of notification of award of the degree or accreditation.

24.6.4 Schedule of Pay for Music Studio Instructors:

September 1, 2004 – August 31, 2005				
Category	Hourly base rate Sept 1/04	Pay in lieu of benefits (4% of base rate)	Vacation @ 4% of base rate	Total hourly rate
Studio I	43.49	1.74	1.74	46.97
Studio II	50.01	2.00	2.00	54.01
Studio III	56.55	2.26	2.26	61.07
Studio IV	63.08	2.52	2.52	68.12
September 1, 2005 – August 31, 2006				
Category	Hourly base rate Sept 1/05	Pay in lieu of benefits (4% of base rate)	Vacation @ 4% of base rate	Total hourly rate
Studio I	44.93	1.80	1.80	48.52
Studio II	51.66	2.07	2.07	55.80
Studio III	58.41	2.34	2.34	63.08
Studio IV	65.16	2.61	2.61	70.37
September 1, 2006 – August 31, 2007				
Category	Hourly base rate Sept 1/06	Pay in lieu of benefits (4% of base rate)	Vacation @ 4% of base rate	Total hourly rate

Studio I	46.45	1.86	1.86	50.17
Studio II	53.42	2.14	2.14	57.69
Studio III	60.40	2.42	2.42	65.23
Studio IV	67.38	2.70	2.70	72.77

24.6.5 Schedule of Pay for Music Therapy Supervisors

September 1, 2004 – August 31, 2005				
Category	Hourly base rate Sept 1/04	Pay in lieu of benefits (4% of base rate)	Vacation @ 4% of base rate	Total hourly rate
Support Supervisor	39.15	1.57	1.57	42.29
Supervisor I	43.49	1.74	1.74	46.97
Supervisor II	47.85	1.91	1.91	51.68
Supervisor III	52.19	2.09	2.09	56.36

Schedule of Pay for Music Therapy Supervisors (continued)

September 1, 2005 – August 31, 2006				
Category	Hourly base rate Sept 1/05	Pay in lieu of benefits (4% of base rate)	Vacation @ 4% of base rate	Total hourly rate
Support Supervisor	40.45	1.62	1.62	43.68
Supervisor I	44.93	1.80	1.80	48.52
Supervisor II	49.43	1.98	1.98	53.38
Supervisor III	53.91	2.16	2.16	58.22
September 1, 2006 – August 31, 2007				
Category	Hourly base rate Sept 1/06	Pay in lieu of benefits (4% of base rate)	Vacation @ 4% of base rate	Total hourly rate
Support Supervisor	41.82	1.67	1.67	45.17
Supervisor I	46.45	1.86	1.86	50.17
Supervisor II	51.11	2.04	2.04	55.20
Supervisor III	55.74	2.23	2.23	60.20

24.7 Librarian Members:

24.7.1 The salary of a Librarian Member shall be appropriate to his/her rank and experience.

This salary shall be prorated as a percentage of the Reference Salary of a full-time professional librarian of equivalent rank and experience employed by the University, i.e., the number of hours per week of the Part-time Librarian divided by the 35 hour work week of full-time professional librarians.

24.7.2 Effective each July 1, the salaries of Librarian Members shall be subject, on a pro rata basis, to all the across-the-board increments and adjustments, exclusive of merit, received by full-time professional librarians.

24.7.3 When promoted in rank, a Librarian Member shall receive a Promotion Increment which shall be a percentage of the Promotion Increment available to full-time Librarians, i.e., the Part-time Member's hours per week divided by 35, and shall be effective July 1 following the promotion.

ARTICLE 25: PREGNANCY AND PARENTAL LEAVE

25.1 Pregnancy Leave:

25.1.1 The University shall, upon the request of a pregnant Member and upon receipt of a medical certificate indicating the expected birth date, grant the Member 17 weeks unpaid Pregnancy Leave, provided that the Member has been employed by the University for at least 13 weeks before the expected birth date. The Member shall give written notice of the commencement of the Pregnancy Leave to her Chair and Dean/University Librarian at least 2 weeks prior to the commencement of the leave. Provisions of the Pregnancy Leave and of conditions for seniority, continuation of benefits where applicable, and the reinstatement of the Member shall be in accordance with the Employment Standards Act, 2000, S.O. 2000, c.41, and as further amended.

25.1.2 The two weeks notice required in Article 25.1.1 shall not apply if the Member stops working because of complications caused by her pregnancy or because of a birth, still birth or miscarriage that happens earlier than the Member was expected to give birth. In such circumstance, the Member shall provide the University as much notice as is reasonably practical of the commencement of her leave.

25.1.3 If a Member on Pregnancy Leave wishes to take less than 17 weeks Pregnancy Leave the Member shall give written notice to the Chair and Dean/University Librarian of her intention to return to work at least 4 weeks prior to her expected date of return.

25.2 Pregnancy Leave – Supplementary Benefits:

25.2.1 CAS Members and Librarian Members on Contract Appointments:

During the period of Pregnancy Leave, a CAS Member or Librarian Member on a Contract Appointment who is eligible for Employment Insurance benefits shall be entitled to supplementary benefits as follows:

- (a) for the first 2 weeks the Member shall receive 100% of her salary;
- (b) for up to a maximum of 4 additional weeks, the Member shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's salary;
- (c) in the event of a miscarriage or a still birth, the Member shall be entitled to Compassionate Leave under Article 18.2 and, if requested, shall be given an extension of that leave under 18.2.3.

25.2.2 Part-time Librarian Members with Continuing Appointments:

During the period of Pregnancy Leave, a Librarian Member with a Part-time Continuing Appointment shall be entitled to supplementary benefits as follows:

- (a) for the first 2 weeks the Member shall receive 100% of her salary;
- (b) for up to a maximum of 15 additional weeks, the Member shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's salary;
- (c) in the event of a miscarriage or a still birth, the Member shall be entitled to Compassionate Leave under Article 18.2 and, if requested, shall be given an extension of that leave under 18.2.3.

25.2.3 To receive the supplementary employment benefit defined in 25.2.1 (b) or 25.2.2 (b), the Member shall supply the University with proof of application to Human Resources and Skills Development Canada. The payment of the supplementary employment benefit shall be as follows:

- (a) the University shall estimate the amount of the EI payment and provide a supplementary payment to the Member on the usual salary payment schedule and this supplementary payment will be regarded as an advance;
- (b) upon receipt of that information, the Member shall provide evidence of the

actual payments received from Human Resources and Skills Development Canada;

- (c) the subsequent payments to the Member shall be adjusted, up or down, to reflect the actual Employment Insurance payment.

25.2.4 Supplementary benefits under 25.2.1 to CAS Members and Librarian Members on Contract Appointments are granted on the understanding that the Member shall return to employment at the University for a minimum of one academic term upon the expiry of any leaves taken under this Article. A Member who chooses not to return to employment at the University for a minimum of one academic term following these leaves or who does not make application to Human Resources and Skills Development Canada under 25.2.3 shall not be eligible for supplementary benefits. Should such Member not comply with the foregoing provisions, the Member must repay, to the University, the full amount of supplementary benefits she has received, except when the Member provides satisfactory evidence of the illness of the Member or the child. A Member whose employment comes to term does not have to repay the supplementary benefits she has received. For the purposes of this Article, the definition of a Member's term of employment shall be in accordance with 25.7.4.

25.2.5 Supplementary benefits under 25.2.2 to Librarian Members with Continuing Appointments are granted on the understanding that the Librarian Member shall return to employment at the University for a minimum of 6 months upon the expiry of any leaves taken under this Article. A Librarian Member who chooses not to return to employment at the University for a minimum of 6 months following these leaves or who does not make application to Human Resources and Skills Development Canada under 25.2.3 shall not be eligible for supplementary benefits. Should such Member not comply with the foregoing provisions, the Librarian Member must repay, to the University, the full amount of supplementary benefits she has received, except when the Member provides satisfactory evidence of the illness of the Member or the child. A Librarian Member whose appointment is discontinued under 14.3.6 and 14.3.7 does not have to repay the supplementary benefits she has received.

25.3 Post-Natal Leave:

25.3.1 On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave shall be entitled to a leave with full salary and, if applicable, benefits of up to 5 consecutive days, to be taken at the discretion

	of the Member within 4 weeks of the birth. A Member taking such leave shall give the Chair and Dean/University Librarian as much advance written notice as possible.		Supplementary Benefits under 25.2.3, 25.2.4 and 25.2.5.
25.3.2	In the event of the death, serious illness, or incapacity of the child's mother, the provisions of Post-Natal Leave shall be those specified for the primary caregiver in 25.5.3.	25.5.2	If both parents are Members, the supplementary employment benefit defined in 25.5.1, may be taken by either parent, or may be shared between the parents of the child.
25.4	Parental Leave:	25.5.3	Subject to the provisions of 25.2.1, 25.2.2, 25.2.3 and 25.2.4, a Member who is eligible for EI benefits, and who is the primary caregiver for a newly adopted child, shall be entitled to supplementary benefits as follows:
25.4.1	A Member who is a parent and who has been employed by the University for at least 13 weeks before the birth of a child or 13 weeks before a child comes into the parent's custody, care and control for the first time is entitled to an unpaid Parental Leave of up to 35 weeks in the case of the birth mother and 37 weeks for other parents. The Parental Leave of a mother who has taken Pregnancy Leave shall begin when the Pregnancy Leave ends or when the baby first comes into custody, care and control of the parent. For other parents, including adoptive parents, Parental Leave shall commence within 52 weeks of the birth or after the child first comes into the custody, care and control of a parent. The provisions of the Parental Leave shall be in accordance with the Employment Standards Act, 2000, S.O. 2000, c.41, and as further amended.		(a) for the first 2 weeks the Member shall receive 100% of his/her salary; and
			(b) for the next 4 weeks of the Parental Leave, the Member shall receive an amount equal to the difference between the Employment Insurance benefits received and 95% of the Member's salary.
		25.6	Extended Parental Leave for Librarian Members with Part-time Continuing Appointments:
25.4.2	A Member shall give written notice to his/her Chair and Dean/University Librarian of his/her intention to take a Parental Leave at least 2 weeks prior to the commencement of such leave. Where a Member qualifies for such leave as a result of adoption and where the child comes into the Member's custody, care, and control earlier than expected the Member shall give reasonable written notice.	25.6.1	An Extended Parental Leave without pay, up to a maximum of 34 weeks, shall be given to a Librarian Member with a Part-time Continuing Appointment. An Extended Parental Leave shall commence within 36 weeks of the commencement of a Parental Leave. The Member shall give written notice of the Extended Parental Leave to the University Librarian normally at least 3 months prior to the commencement of the Extended Parental Leave. At least 3 months prior to the intended date of return, the Member shall notify the University Librarian of the date of his/her intended return.
25.4.3	If a Member on Parental Leave wishes to take less than 35 weeks Parental Leave, the Member shall give written notice to his/her Chair and Dean/University Librarian of her/his intention to return to work at least 4 weeks prior to the expected date of return.	25.6.2	During an Extended Parental Leave the University will permit and facilitate continuance of any coverage under the pension and benefit plans where applicable if desired by the Member and if the Member pays the full applicable contributions and/or premiums.
25.5	Parental Leave – Supplementary Benefits:	25.6.3	Upon return to work from an Extended Parental Leave, the Librarian Member shall resume her/his former position, with full salary and, if applicable, benefits and, subject to the approval of the Vice-President: Academic, service accrued during the Extended Parental Leave. Should the University decide to discontinue the position, the Librarian Member on Extended Parental Leave shall receive notice and severance pay under 14.3.6 and 14.3.7.
25.5.1	During the period of Parental Leave, a Member who has been employed by the University for at least 13 weeks before the birth of a child or 13 weeks before a child comes into the parent's custody, care and control for the first time, is entitled to the following supplementary benefits. For a maximum of four (4) weeks, they shall receive an amount equal to the difference between the Employment Insurance benefits received and ninety-five (95) percent of their current salary. Supplementary benefits provided under Parental Leave shall be subject to conditions of Pregnancy Leave –	25.7	Other:

- 25.7.1 The provisions of this Article 25 shall not preclude the making of alternative arrangements acceptable to the Member and the Vice-President: Academic. The Vice-President: Academic shall give particulars of such arrangements to the Association.
- 25.7.2 During a Pregnancy Leave or a Parental Leave the University shall continue to make employer contributions to pension and benefit plans where applicable unless the Member has advised the University, in writing, that the Member does not wish to continue to make the employee contributions to such plans.
- 25.7.3 Subject to 25.7.4, upon return to work from a Pregnancy Leave or a Parental Leave a Member shall resume the Member's former position, with full salary and, if applicable, benefits, and service accrued during the leave(s).
- 25.7.4 A CAS Member or Librarian Member on a Contract Appointment who has not been granted a further appointment shall be entitled to a Pregnancy Leave under 25.1 or a Parental Leave under 25.4 that may extend up to but not beyond the expiry of the Member's specified term of employment with the University as a Member of the Bargaining Unit. A Member who has been granted a further consecutive appointment has not left the employ of the University and shall be entitled to the leaves and benefits as set out in this Article.
- 25.7.5 During a Pregnancy Leave, Parental Leave, and/or Extended Parental Leave, provisions for alternative arrangements for teaching and/or other duties shall be the responsibility of the University and shall not be the responsibility of the Member concerned.

**ARTICLE 26: CAS MEMBERS TEACHING
IN MORE THAN ONE
ACADEMIC UNIT**

- 26.1 CAS Members may teach in more than one academic unit in a given term. In order to clarify such a Member's reporting to the Dean(s) of the academic unit(s), the following provisions apply.
- 26.2 In matters relating to a specific course, the Member shall communicate with the Dean of the academic unit in which the course is offered.
- 26.3 Under Article 12: Member's Official File, the location of the Member's Official File shall be listed on the register maintained by the Office of the Vice-President: Academic, and the

Official File will reside in the Office of the Dean in the academic unit in which the Member's first appointment was made. Other academic units shall request copies of the Official File as required by Collective Agreement processes. The cases where a Member's initial appointment is to more than one academic unit will be dealt with on a case by case basis.

- 26.4 Under 13.6 Seniority, a Member accrues seniority points for a course by teaching the course either at the Brantford or at the main campus. In this case, the Member may choose which Dean makes the decision regarding seniority status, i.e., the Dean of Brantford or the Dean of the on-campus Faculty. When the Member receives notice of an evaluation for seniority status under 13.6.2.4, the Member shall inform the Part-time Appointment Committee of the name of the Dean who is to receive its recommendation. Whichever Dean is selected to receive the Committee's recommendation shall invite comment from the other Dean on the application and Committee's recommendation.
- 26.5 Under Article 18: Leaves, when the provisions for a leave require that a Member make a request or inform the Dean about a leave, the Member shall communicate with the Dean in each academic unit where he/she teaches, if the proposed release time impacts on the courses being taught in those units.
- 26.6 Under Article 25: Pregnancy and Parental Leaves, a Member teaching in more than one academic unit shall provide the required notifications to the Deans of all units in which he/she is teaching.
- 26.7 Under 23.7.3, a Member teaching in more than one academic unit and applying for research funds shall select which Dean, from the relevant units, receives a copy of the application for purposes of making a recommendation under 23.7.4.
- 26.8 If any other matters arise relating to a Member teaching in more than one academic unit, the Parties shall refer such concerns to the Joint Liaison Committee for clarification.

**ARTICLE 27: EMPLOYMENT OF
NON- MEMBERS**

- 27.1 The University agrees not to employ persons who are not members of the Bargaining Unit to perform the duties set out in 16.1 and 17.1, with the exception of those persons who are qualified to perform these duties and are excluded from the Bargaining Unit under 3.1.2 (a), (b), and (c).

27.2. In the event that a CAS Member with seniority under 13.6 and a full-time faculty member both wish to teach the same course, the CAS Member shall retain seniority rights for courses available after the date of posting set out in 13.3.3.

27.3 Within 30 days of the end of each academic term, the University shall provide the Association with the names, the department, course number and title, of non-members who taught courses by contract as paid overload.

ARTICLE 28: NO STRIKES OR LOCK-OUTS

28.1 There shall be no strikes and no lock-outs, as defined by the Ontario Labour Relations Act, so long as this Agreement continues to operate.

ARTICLE 29: AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY

29.1 In the event of an amalgamation, consolidation, or merger of the University or any of its constituent units or sub-units with any other institution(s), the provision of Section 69 of the Ontario Labour Relations Act, as amended from time to time, shall apply.

29.2 In the event of an expansion or extension of the University through the creation of Colleges, Schools, or any other academic units or sub-units offering academic programmes, or the offering of courses at locations other than the main campus of the University, the employees eligible for membership in the bargaining unit in such Colleges, Schools, or other academic units or sub-units, or offering courses at other locations shall immediately become Members of the bargaining unit, to whom the provisions of this Agreement shall apply.

29.3 In the event that plans are submitted to Senate, or to the Board, or to any committee of Senate or the Board, for the amalgamation, consolidation, or merger of the University or any of its academic units or sub-units, programs or courses, the University shall consult with the Association, providing full disclosure of such plans, if such plans affect the terms and conditions of employment of Members.

ARTICLE 30: TRANSITION TO THE AGREEMENT

30.1 Any grievance filed after ratification of this Agreement shall be dealt with according to the provisions of Article 22, and the action or actions being grieved shall be judged according to the procedures, practices and criteria prevailing on the day on which the events giving rise to the grievance occurred.

30.2 Unless otherwise stated in the Agreement, terms and conditions of employment for appointments commencing September 1, 2004 shall be in accordance with this Agreement.

30.3 The Joint Liaison Committee shall be responsible for recommending to the Parties such arrangements as may be necessary to ensure an orderly transition to the provisions of this Agreement.

ARTICLE 31: TERM OF THE AGREEMENT – DURATION

31.1 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 August 31, 2007. This Agreement shall automatically renew itself on August 31, 2007 for a period of one year, and for successive one year periods thereafter, unless either Party notifies the other in writing within the period of ninety (90) days prior to August 31, 2007, 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.

This Collective Agreement signed at Waterloo, Ontario, this 2nd day of **March 2005**.

On Behalf of
Wilfrid Laurier University

On Behalf of
Wilfrid Laurier University
Faculty Association

Robert G. Rosehart
President
and Vice-Chancellor

Joyce Lorimer
President

Charles Morrison
Dean, Faculty of Music
Chief Negotiator

Douglas A. Lorimer
Chief Negotiator

James Butler
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Michael Skelton
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APPENDIX A

File No. 2704-00-R

The Labour Relations Act, 1995

Before the Ontario Labour Relations Board

Between:

Wilfrid Laurier University Faculty Association,

Applicant,

- and -

Wilfrid Laurier University,

Responding Party.

Certificate

Upon the application of the applicant and in accordance with the provisions of the *Labour Relations Act, 1995* THIS BOARD DOETH CERTIFY Wilfrid Laurier University Faculty Association as the bargaining agent of all part-time contract academic staff who provide instruction in at least one university degree credit course and all part-time professional librarians employed by Wilfrid Laurier University, save and except: a) full-time faculty and professional librarians who are members of the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board, number 0477-88-R, dated October 3, 1988; b) the President, Vice-Presidents, Deans, Director of Computing Services and the University Librarian and Archivist, including an individual appointed in an acting capacity to serve temporarily in one of these offices, or one of these officers on an administrative leave that falls within a term of office, or between two consecutive terms of office; c) persons holding visiting or In-Residence appointments for one year or less.

This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 10th day of January, 2001.

ONTARIO LABOUR RELATIONS BOARD

Tim R. Parker

Registrar

(SEAL)

Notes

