



# **COLLECTIVE AGREEMENT**

between  
Wilfrid Laurier University  
and  
Wilfrid Laurier University  
Faculty Association

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

September 1, 2010 to August 31, 2013

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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 (WLUFA), 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 twelve (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 (3) 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, 1973, 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.

**Board:**

is the Board of Governors of Wilfrid Laurier University, as provided for in the Act.

**CAS Member:**

see Part-time Contract Academic Staff Member

**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.

**chair:**

with an initial lower case letter designates a chair of a committee.

**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.

**contract year:**

is the period from 1 September of one calendar year to 31 August of the next.

**course:**

is a unit of study for credit in a given discipline, approved by Senate and listed in the University Calendar, and 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.

**day:**

means a working day, exclusive of Saturdays, Sundays and all holidays observed by the University.

**Dean:**

the Dean of a Faculty.

**Department:**

an academic department as duly constituted by the Senate and Board.

**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.

**designate:**

is a person authorized to act on behalf of an officer of the University, an officer of the Association, a Chair of a department, or a chair of a Committee.

**Faculty:**

an academic faculty as defined by the Act.

**faculty-in-council:**

for the Faculty of Music, the Faculty of Education, the Faculty of Social Work, and the Brantford Campus, the faculty-in-council includes all members of the full-time faculty bargaining unit in the academic unit as voting members; Contract Academic Staff in accordance with Article 11.2.2 (b), with the elected representatives serving as voting members; and other representatives as designated by Faculty policies.

**full-time faculty member:**

a faculty member appointed by the Board to the rank of Lecturer, Assistant Professor, Associate Professor, or Professor.

**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 twenty-four (24) hours or more per week during the period of his/her employment.

**grievance:**

is any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

**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.

**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.

**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.

**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.



**Member:**

when printed with an initial upper case letter is a Member of the Bargaining Unit as defined by the Ontario Labour Relations Board 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.

**non-departmentalized academic unit:**

is an academic unit without sub-units, namely the Brantford Campus, the Faculty of Education, the Faculty of Music, the Faculty of Social Work, and the Library.

**off-campus course:**

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

**Online Learning 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.

**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 twenty-four (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 twelve (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 or music therapy courses, or providing coach-accompaniment 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 (1) 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, 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 Campus.
- 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 13.7.3 and 14.8.2, 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 twenty (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 shall provide Members with reasonable access to facilities, services and equipment required to meet the Members' contractual requirements including meeting space to provide Members with an opportunity for private meetings with students within reasonable working hours, office space, work areas, office supplies, audio-visual resources, library services, telephone, photocopier, electronic mail, computer, and secretarial and technical support, and secure storage of confidential materials and personal belongings.
- 4.2.3 In order to consult with students, Members shall have exclusive use of scheduled office space or meeting-room space for up to one and one-half (1 ½) hours per week for each course a Member teaches during the term. In order to facilitate scheduling in the Dr. Alvin Woods Building, ten (10) days before the start of term, the Dean shall invite Members to electronically book up to one and one-half (1 ½) hours of meeting-room time for each course the Member is teaching during the term.
- 4.2.4 Office spaces and meeting rooms shall be supplied with appropriate furniture, appropriate lighting, and open work-surfaces sufficient for Members' use. Computers, monitors and software

suitable to enable Members to fulfill their contractual obligations shall be provided and maintained in working order by the University. No office or meeting-room shall be used to house surplus, broken or unsafe equipment or furniture.

- 4.2.5 Members who have held an appointment within the Bargaining Unit in each of the previous two (2) academic years, and who have applied for, and can reasonably expect to receive, an appointment in the subsequent academic year, shall be eligible to apply for access to CAS office space through the Spring Term in which they do not hold an appointment. Application shall be in writing to the Dean. Subject to the availability of CAS office space, Members who apply and meet the criteria shall not be unreasonably denied.
- 4.2.6 The storage of materials submitted by students for evaluation (including final examinations, assignments, or other evaluative materials submitted by students) is the responsibility of the University. Materials submitted by students for evaluation that have not been returned to students during the academic term shall be submitted to the University for storage within ten (10) days of the end of the academic term in which the course was taught.
- 4.2.7 The University recognizes the right of Members to work in a secure, healthy, safe and accessible environment, and has a responsibility to provide facilities, services and equipment sufficient to meet this requirement.
- 4.2.8 The University and the Association acknowledge that the University and Members have duties and responsibilities with regard to health and safety in accordance with the provisions of the Occupational Health and Safety Act and its regulations. Should current legislation be amended, it is agreed that the University and the Association shall meet to discuss such changes and the impact upon the work of Members. Members who have reason to believe that a work situation is likely to endanger them have the right to refuse unsafe work pursuant to and in accordance with the provision of the Occupational Health and Safety Act.

## **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 twenty (20) days after the first day of each academic term, a list containing the name, category of appointment, 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;
- (b) for CAS members teaching Online Learning courses, a list giving the Member's name, Online Learning course number(s), and enrolment in each Online Learning course no later than fifteen (15) days after the official count date in each term;
- (c) for CAS Members teaching Music Studio or Music Therapy Practicum courses, or for those Members employed as Music Coach-Accompanists, and compensated at an hourly rate of pay, no later than twenty (20) days after the first day of each term, the Member's category under 13.9.3;
- (d) for CAS Members providing field supervision in the Faculty of Education, a summary of the total number of schools and students each Member is responsible for supervising, no later than twenty (20) days after the first day of each term;
- (e) in the case of an appointment or amendment to an appointment, taking effect after the beginning of an academic term, the University shall provide the above list of information for CAS Members in addendum report(s), as necessary, within twenty (20) days of the previous report;
- (f) **for Part-Time Professional Librarians:**  
no later than twenty (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 twenty (20) days of the commencement of the appointment, the University shall provide the above list of information for part-time librarians;
- (g) the names of all Members whose employment has been terminated due to death, resignation, retirement, severance or dismissal, within thirty (30) days of termination;
- (h) 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 WLUFAs 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.
- 9.3.3 When a Member intends to assign course materials to be purchased by students and from which the Member (or any individual with whom she/he has an immediate familial, marital, sexual or financial relation) derives a direct financial benefit, the Member shall write to the Dean requesting approval of the proposed course materials. If requested by the Dean, the Member shall provide further information on the course materials and/or the financial benefit. Within ten (10) days of the receipt of the Member's written request, the Dean or his/her designate shall respond in writing, and if the request is denied, the Dean shall provide a statement of reasons. In the case of course materials not published or produced by a third party at an arms-length relationship and not readily available in the commercial marketplace except by purchase from the author, or an agent of the author, the means of sale of the course materials requires the



Dean's approval. Under this clause, course materials include printed works, and non-print media including but not limited to CDs, DVDs, audio tapes, and material accessible via the World Wide Web.

## **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 five (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. Members serve on collegial bodies under 11.2.2 for a period of the academic year. If a Member resigns from a position under 11.2.2, a replacement shall be selected in accordance with the procedures 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 ten (10) or more full-time faculty members, CAS Members shall elect two (2) representatives; in academic sub-units with fewer than ten (10) full-time faculty members, CAS Members shall elect one (1) 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, CAS Members shall elect two (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. CAS Members elected as representatives shall serve a members for the full academic year in which the election occurs;
  - (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 (2) 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 ten (10) or more full-time faculty members, CAS Members shall elect two (2) representatives from among their number to be voting members of the department; in academic sub-units with fewer than ten (10) full-time faculty members, CAS Members shall elect one (1) representative from among their number to be a voting member of the department-in-council. CAS Members elected as representatives shall serve as members for the full academic year in which the election occurs;
  - (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 (2) representatives from among their number to be voting members of both the Area and the Department of Business; in Areas with fewer than ten (10) full-time faculty members, CAS Members shall elect one (1) 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 only be with the Member's consent, and shall not be part of a Member's appointment.

## **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 12.2.6.
  - (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 or required by the Association under 22.6.2.2 in the course of proceedings to resolve a grievance, a copy of the confidential material will be provided to the Association and accordance with the provisions of (a) and (b) below.
  - (a) All confidential material shall be labelled "Confidential." Any materials labelled "Confidential" shall be retained by the Association in an envelope separate from other documents produced in the grievance and may be reviewed only by Association representative(s) directly advising on the grievance.

- (b) A Member shall not be shown his/her own confidential material or the confidential material of any other individual which is to be used in the course of proceedings to resolve a grievance, but the Member is entitled to access his/her own letters of reference in accordance with Article 12.2.2.
- 12.2.4 When confidential material is to be used by the University and/or the Association in the course of the arbitration of a grievance, and where there is a dispute by either Party on the use of or access to the confidential material, the arbitrator(s) shall be supplied with the material and may make use of it as is essential to his/her decision, having due regard to its confidentiality.
- 12.2.5 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.
- 12.2.6 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.
- 12.2.7 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 or 12.2.3 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.
- 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 as set out in Article 2 of this Agreement and as approved by Senate and as set out in the University Calendar, Members may also accept supplementary letters of appointment for other assigned academic responsibilities as set out in 16.1.5 of this Agreement.
- 13.1.3 All Appointments of CAS Members are authorized by the Dean upon the recommendation of the Part-time Appointment Committee.

### **13.2 Part-time Appointment Committee [PTAC]:**

- 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 [PTAC]. Names of the members of PTAC shall be posted on the academic unit or sub-unit web site, as appropriate.
- 13.2.2 Chairs of PTACs shall attend an annual training workshop which shall cover the appointments process as set out in this Agreement, and which shall be presented jointly by the Association and the University. Other PTAC members and academic administrative assistants shall be encouraged by the University and the Association to attend such workshops.
- 13.2.3 In academic units with sub-units, the PTAC shall consist of the Chair of the sub-unit or equivalent, who shall chair the committee, and two (2) full-time faculty members elected by the department-in-council, or equivalent. The composition of the PTAC of the Faculty of Music is set out in 13.9.2. For academic programs without a chair, the program's PTAC shall consist of the program coordinator, who shall chair the committee, and two (2) full-time faculty members from the coordinating committee, elected by the coordinating committee.
- 13.2.4 In academic units without sub-units (Education, Music and Social Work) the Chair of the PTAC shall consist of the Temporary Chair, and two (2) other full-time faculty members of the committee shall be elected by the faculty-in-council.
- 13.2.5 The recruitment and recommendation of instructors to teach courses that are part of the programs of the Brantford Campus (as listed in the University Calendar), which have a program coordinator, shall be conducted by the PTAC of each Brantford Campus program constituted in accordance with 13.2.3.
- 13.2.6 At the Brantford Campus, for appointments to teach courses of academic units or sub-units of the Waterloo Campus (as listed in the University Calendar), and for Brantford Campus courses not part of Brantford Campus programs under 13.2.4, a Brantford Campus PTAC shall be constituted in accordance with 13.2.3. For appointments to teach courses of academic units or sub-units of the Waterloo Campus, the Dean, Associate Dean, or appropriate Program Coordinator of the Brantford Campus 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 the Brantford Campus shall be conducted by the Brantford Campus PTAC. If the Brantford Campus PTAC has questions about the requisite qualifications for the position, the chair of the committee shall consult with the Chair of the academic sub-unit or equivalent.
- 13.2.7 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 PTAC shall seek applications by posting the positions under 13.3.
- 13.2.8 The PTAC shall review applications under the terms of this Agreement, and shall make recommendations on appointments to the Dean. Minutes of the PTAC deliberations shall be kept by the committee chair and shall be made available to the Dean upon request and shall be made available to the Association in the event of a grievance.
- 13.2.9 Appointments that are subject to the rights of Members with seniority status under 13.6 are exempt from the provisions for posting under 13.2.6 and 13.3. When appointments have been authorized under 13.2.6, the Dean or designate shall provide the PTAC with an up-to-date seniority list for the academic sub-unit or equivalent.

### **13.3 The Posting of Positions:**

- 13.3.1 Appointments shall be made only after positions have been posted for at least fifteen (15) calendar days on the department or equivalent bulletin board and on the University's web-site. Notification of the postings shall be sent by e-mail using the last address on record to Members in

the academic unit or sub-unit, including Members teaching at the Brantford Campus who are on the current seniority list pursuant to Article 13.6.2.14. A copy of the posting shall be sent to the Dean, and to the Association.

13.3.2 All postings for positions shall be made using the standardized form in Appendix F of this Agreement. The posting form shall identify the following:

- (a) the date of the posting;
- (b) the course name and course number;
- (c) the department, (or equivalent such as Area, Program, or Faculty);
- (d) the academic term(s), including the starting date and termination date;
- (e) the total number of classroom hours for the course, and the average number of classroom hours per week;
- (f) the salary;
- (g) the location (Waterloo/ Kitchener/ Brantford, on/off campus ) and anticipated timetable;
- (h) the anticipated class size;
- (i) the academic degree or certificate, education in the academic specialty, and/or the appropriate professional training and experience required for the appointment;
- (j) Information Technology requirements, if any, in accordance with 16.7.2
- (k) any other information pertinent to the appointment, provided that it is consistent with the terms of the Agreement;
- (l) the application deadline;
- (m) a statement that the appointment is in accordance with the Part-time Contract Academic Staff Collective Agreement, and that the Wilfrid Laurier University Faculty Association (WLUFA) is the exclusive bargaining agent.

For Online Learning Courses, items (a) through (m) shall be in the posting with the exception of (e) and (g).

13.3.3 Notices for spring term, intersession and summer session courses shall be posted on or before February 1; for fall and winter term courses and for two-term fall/winter courses on or before June 1; and for winter term courses still unfilled on or before October 1. The deadline for applications shall be at least fifteen (15) calendar days from the date of posting. No offer of appointment shall be made before the application deadline. With the exception of late postings under 13.3.4 and 13.3.5, all offers of appointment shall be made by the dates set out in 13.7.1.

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 five (5) days, and the deadline for applications shall be at least five (5) days from the date of posting. The Department Chair or designate, shall inform Members who have placed applications on the roster under 13.4.4 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 ten (10) days 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 who have placed applications on the roster under 13.4.4, of the availability of the position. The Chair shall inform these Members by e-mail and/or telephone, and the Member has forty-eight (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 five (5) days of the appointment.

#### **13.4 Application for a Position:**

13.4.1 All applications for appointments to teach courses shall be in writing, including a current curriculum vitae including current contact information, and any other materials the applicant

wishes to submit. Applicants may apply by e-mail, but shall also forward a hard copy of their application.

13.4.2 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.

13.4.3 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.

#### **13.4.4 Roster of Member Applicants:**

13.4.4.1 Each academic unit or sub-unit as appropriate shall maintain a roster listing CAS Members who have applied to teach courses. The roster constitutes a standing list of applications. Members having submitted an application to be included on the roster shall be deemed to have applied for appointments as they become available, and they do not have to submit additional applications when positions are posted. The roster shall include the names of Members who apply in writing specifying the courses they are interested in and are qualified to teach in the next Fall, Winter and/or Spring Terms (September 1 – August 31). To be listed on the roster for appointments during the next academic year, Members shall submit applications by April 15; otherwise Members may apply for positions when they are posted. For the sake of curriculum planning, all Members, regardless of seniority status, who have an interest in being considered for appointments should maintain an application on the roster list in accordance with 13.4.4.3..

13.4.4.2 Members with seniority status under 13.6.2 who wish to exercise their right of first refusal under 13.6.3, prior to the posting of courses under 13.3, shall submit a roster application in accordance with 13.4.4.3 and 13.4.4.4. Members with seniority status who do not submit a roster application may apply for courses as they are posted and, if they do, shall be considered under the terms of 13.6.3.

13.4.4.3 Members on the roster shall be considered for appointments to teach courses they have previously taught, for substantially similar courses, and for other courses the Member has expressed an interest in and is qualified to teach. The roster application 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. In addition to the CAS Roster Application form (Appendix G), 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.

13.4.4.4 Members applying to the roster for studio instruction, music therapy supervision or coach-accompaniment in the Faculty of Music shall also complete the section on the CAS Roster Application Form (Appendix G) indicating the academic term(s) and number of studio hours per week during each term which the Member is interested in teaching.

13.4.4.5 By March 15 each year, the Dean shall notify CAS Members in the academic unit of the provision for a roster under 13.4.4, and shall invite Members who are interested in teaching courses in the forthcoming academic year to file applications under 13.4.4. The Dean's communication shall include the attachment of the CAS Roster Application Form.

#### **13.5 Criteria for Appointment:**

13.5.1 Subject to 13.6.2.1, the Part-time Appointment Committee and the Dean shall assess candidates in accordance with Appendix H of this Agreement.

13.5.2 PTAC shall review applications for available appointments under the terms of 13.5.1. The PTAC shall make its recommendations to the Dean no later than July 1 for fall term appointments, no later than November 1 for winter term appointments, and no later than March 1 for spring,

intersession and summer term appointments.

- 13.5.3 When, as part of their academic program, a WLU doctoral student is expected to teach a course, the PTAC responsible for making the recommendation on the appointment may consider the appointment of the student to teach a suitable course. Subject to 13.5.5, PTAC may recommend the student's appointment as a Member of the Bargaining Unit, without posting the position under the provisions of 13.3. 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.
- 13.5.4 Subject to 13.5.5, 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.
- 13.5.5 Within the academic year, the University shall not make appointments under 13.5.3 and 13.5.4 for the teaching of more than fourteen (14) one-term or equivalent courses. The University shall advise the Association within five (5) days of the appointment.
- 13.5.6 In addition to the quota provided under 13.5.5, 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 13.9.5.

## **13.6 Seniority:**

### **13.6.1 Seniority Points:**

- 13.6.1.1 Members accrue seniority points each time they complete an appointment to 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. Subject to 13.6.1.3, seniority points are retained for a period of thirty-six (36) months following the end of the Member's last appointment. Any Member with seniority points shall retain their rights under the collective agreement.
- 13.6.1.2 Seniority points shall be computed from September 1, 1996.
- 13.6.1.3 A Member who has seniority points, and who becomes a member of the full-time bargaining unit, retains their seniority points as long as there is no break in employment by the University of a period longer than thirty-six (36) months. If a CAS Member returns to the Bargaining Unit, the Member accrues seniority points for teaching performed as a member of the full-time bargaining unit. If a CAS Member wishes to have seniority earned for courses taught while employed in the full-time bargaining unit considered for the Member's application to return to the CAS Bargaining Unit, he/she shall submit to PTAC, copied to the Office of Faculty Relations, a CAS Roster Application Form listing those courses. No later than ten days following the receipt of this form, the Office of Faculty Relations shall provide to the Member, copied to PTAC, a report of the courses the Member has taught and his/her seniority points to date.
- 13.6.1.4 A person whose initial appointment with the University was a Limited Term Appointment under the Full-time Collective Agreement, and who subsequently applies to be a Contract Academic Staff Member, shall count towards seniority under this Agreement courses taught under the Limited Term Appointment in the current year and in the previous academic year. If the applicant wishes to have seniority earned for courses taught while employed in the full-time bargaining unit considered for his/her application for courses in the CAS Bargaining Unit, he/she shall submit to PTAC, copied to the Office of Faculty Relations, a CAS Roster Application Form listing those courses. No later than ten days following the receipt of this form, the Office of Faculty Relations shall provide to the applicant, copied to PTAC, a report of the courses that he/she has taught and his/her seniority points to date.
- 13.6.1.5 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.

- 13.6.1.6 Seniority points earned by teaching courses within academic units or sub-units at the Waterloo, Kitchener or Brantford campuses shall be accrued in total, whereas seniority points for appointments in off-campus SBE programs, and in Online Learning shall be tracked separately. Seniority points earned in one stream shall not count towards seniority points in the other streams.
- 13.6.1.7 Members may be employed as a course instructor and/or as a tutorial instructor and/or as a lab instructor. For the purposes of eligibility for seniority status and for accruing seniority points the following apply:
- (a) a Member who is a tutorial instructor and does not have seniority status as the course instructor earns seniority points only for tutorial instructor appointments;
  - (b) a Member who is a lab instructor and does not have seniority as the course instructor earns seniority points only for lab instructor appointments;
  - (c) for a Member who has seniority status as the course instructor, and who receives a separate appointment as a tutorial or lab instructor, seniority points earned as a tutorial or lab instructor are added to the total of the Member's seniority points in the course.
- 13.6.1.8 The accrual of seniority for Music Studio Instructors, Music Therapy Supervisors, and Music Coach-Accompanists shall be in accordance with 13.9.6.

### **13.6.2 Seniority Status:**

- 13.6.2.1 When an appointment to teach a course is made available under 13.2.7, and in accordance with 13.6.3.1, 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 qualified Member has seniority status in the 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 appointment.
- 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 twenty-four (24) months.
- 13.6.2.3 Upon acquiring eligibility for seniority status under 13.6.2.2, a Member shall be evaluated for seniority status in a course or substantially similar course by the Part-time Appointment Committee. This evaluation shall occur no later than the academic term in which the Member teaches the course, or another course using the same delivery mode (i.e. Online Learning, lecture, seminar, tutorial, etc.) in the same academic unit or sub-unit, as appropriate, 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 Waterloo and Brantford campuses, the provisions of Article 26.4 apply.
- 13.6.2.4 On or before the date specified in 13.6.2.10 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 teaching-related materials, such as a teaching dossier, and other documentation, that the Member wishes to submit. The Member shall supply PTAC with the requested materials and other documentation on or before the date specified in 13.6.2.10. If the Member does not respond to the request from PTAC, the evaluation shall be based solely on the Member's Official File.
- 13.6.2.5 The PTAC evaluation, held on or before the date specified in 13.6.2.10, 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:

- (a) the Member be granted seniority status, or
- (b) a Professional Development Evaluation be conducted under 19.5.

13.6.2.6 On or before the date specified in 13.6.2.10, the Part-time Appointment Committee shall make a recommendation to the Dean, copied to the Member, 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. PTAC shall forward to the Dean the documentation under 13.6.2.5 along with its recommendation.

13.6.2.7 If PTAC recommends that seniority status be granted, the Dean shall review the recommendation and accompanying documentation, and inform the Member in writing of his/her decision on awarding of seniority status on or before the date specified in 13.6.2.10. 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.

13.6.2.8 If a Professional Development Evaluation is conducted by the Dean or the Dean's designate, the evaluation shall take place on or before the date specified in 13.6.2.10. This evaluation shall be scheduled in accordance with 13.6.2.10, or at a time during the term mutually agreed upon by the Member and the Dean, or the Dean's designate. Subject to the agreement of the Member, and at the request of either Party, the evaluation may include more than one visit to the Member's class. Scheduling of additional visits shall be subject to the mutual agreement of the Member and the Dean or his/her designate. In accordance with 13.6.2.10, the written report of the evaluation under 19.5.4 shall be sent to the Member and copied to PTAC.

13.6.2.9 The report under 13.6.2.8 shall state that the Member's teaching performance is either satisfactory or unsatisfactory, and shall provide a statement of reasons. The Dean shall review the report and accompanying documentation, and inform the Member in writing of his/her decision on awarding of seniority status on or before the date specified in 13.6.2.10. If seniority status is denied, the Dean shall provide the Member with a written statement of reasons, copied to the Association.

13.6.2.10 With the exception of alternative dates established by the mutual consent of the Member and the University, the final dates for application and for each step of the assessment process for seniority status, including the final recommendations, shall be as set out in the table below:

	<b>Fall</b>	<b>Winter</b>	<b>Spring</b>
Notice to Member (13.6.2.4)	Sep 15	Jan 15	May 15
Member's submission to PTAC (13.6.2.4)	Sep 25	Jan 25	May 25
PTAC Evaluation (13.6.2.5)	Oct 15	Feb 15	Jun 15
PTAC recommendation to Dean and Member (13.6.2.6)	Oct 20	Feb 20	Jun 20
Dean's decision to grant seniority to Member (13.6.2.7)	Oct 30	Feb 28	Jun 30
<b>Professional Development Evaluation (13.6.2.8)</b>	<b>Fall</b>	<b>Winter</b>	<b>Spring</b>
PTAC recommendation to Dean and Member (13.6.2.6)	Oct 20	Feb 20	Jun 20
Notice to Member (13.6.2.8)	Oct 25	Feb 25	Jun 25
Professional Development Evaluation	Nov 15	Mar 15	Jul 15
Report to Member and PTAC	Nov 20	Mar 20	Jul 20
Dean's decision to Member	Nov 30	Mar 30	Jul 30

13.6.2.11 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.

13.6.2.12 Seniority status shall be deemed to have been lost if a CAS Member has a break in

service with the University of more than thirty-six (36) months.

13.6.2.13 No later than twenty (20) days after the first date of each academic term, the University shall provide each CAS Member with a statement listing her/his seniority status, total seniority points, seniority points in each course to date, and the seniority points to be accrued for each course during the current term.

13.6.2.14 Along with the notice under 13.6.2.13, no later than twenty (20) days after the first date of each academic term, the University shall post on a secure site of the University web site a copy of the seniority list of each academic unit or sub-unit, as appropriate, as of the end of the previous academic term. The report on the University web site shall list the following items, in order: Member name, faculty/department, total seniority points, total seniority hours, term Member last employed, course number, seniority in course, course seniority points, course seniority hours, and the cross-listing, if applicable.

13.6.2.15 The University shall maintain a seniority list which includes all Members, their 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 the term.

### **13.6.3 Appointment of Members with Seniority Status:**

13.6.3.1 When an appointment 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 may 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 not maintaining a 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 under 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 recommendation 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 fifteen (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, and the Member does not receive or does not accept an offer of an equivalent alternate appointment, then 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, and the Member does not receive or does not accept an offer of an equivalent alternate appointment, then the Member shall receive a cancellation fee of 20% of the salary paid for the course plus the cancellation fee 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, and has the academic degrees specified in the advertisement, 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 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.

13.6.4.3 Full-time faculty members within twelve (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 13.4.4.

13.6.4.4 Retired faculty members and full-time faculty members within twelve (12) months of retirement who make an application to teach course(s) as CAS Members shall be granted seniority in any course they have taught within 10 years of the date of retirement unless the Dean can demonstrate the individual has failed to maintain a satisfactory teaching performance in accordance with 13.6.2.7.

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 ten (10) days of receipt of the application.

13.6.4.6 The Dean's decision about granting seniority status shall be in accordance with 13.6.2.7. If a full-time faculty member within twelve (12) 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 member, the Association may file an Association grievance under Article 22 of this Agreement.

13.6.4.7 Members who have retired from the full-time bargaining unit shall accrue seniority points for course(s) in accordance with 13.6.1. Members who have retired from the full-time bargaining unit 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 Member who has retired from the full-time bargaining unit 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. Subject to 13.7.2, the appropriate Dean shall make the offer of appointment to the successful candidate no later than July 15 for fall term appointments, no later than November 15 for winter term appointments, and no later than March 15 for spring, intersession and summer term appointments.

13.7.2 The following offers of appointment may be made later than the dates under 13.7.1:

- (a) appointments for which there were late postings under 13.3.4 or 13.3.5; and
- (b) appointments for instruction of labs or tutorials for which sufficient student enrolment has not been confirmed.

In these cases, the appropriate Dean shall make the offer of appointment as soon as possible. Appointments under this clause shall be made before the beginning of term, unless exceptional circumstances necessitate an appointment being made after the term commences. The Dean or designate shall notify the Association of appointments under (b) above of this clause within ten (10) days of the appointment.

13.7.3 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;
- (b) the course(s) to be taught and any other duties included in the appointment;
- (c) salary at the non-seniority or seniority rate;
- (d) date on which the appointment commences, and duration of the appointment;
- (e) the normal number of classroom contact hours under 16.3.5; the assigned number of classroom contact hours, the schedule of classroom contact hours if known, and, if any, additional compensation under 16.3.8 to be paid for the additional classroom contact hours;
- (f) the anticipated class size;
- (g) the seniority points or seniority hours accrued for the appointment;
- (h) for appointments in the Faculty of Music, the Member's category under 13.9.3.1, 13.9.3.3 or 13.9.3.4;
- (i) for Members in the Faculty of Music who are paid hourly, the anticipated workload, in accordance with 13.7.3.1;
- (j) for field supervision appointments in the Faculty of Education, the number of students being supervised and the number of schools at which supervision will be taking place;
- (k) 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;
- (l) a statement that the Wilfrid Laurier University Faculty Association is the sole and exclusive bargaining agent for CAS Members;
- (m) a statement that the appointment is subject to the terms of this Agreement;
- (n) for the return of the signed letter of appointment, the name of the officer of the University, the officer's address and instructions for return.

- 13.7.3.1 In order to provide Members in the Faculty of Music that are paid hourly with letters of appointment that reflect their anticipated workload, the Faculty of Music shall, in consultation with Members, provide a best estimate of the number of returning students and of the number of new first-year students. Letters of appointment for such Members in the Faculty of Music shall reflect these best estimates.
- 13.7.4 If the offer is acceptable to the candidate, the candidate shall sign and return one copy of the letter to the Dean or designate. A copy of this Agreement and WLUFA's information pamphlet shall be included with the letter of appointment for the Member's first appointment during the term of the Agreement. Copies of this information pamphlet will be supplied by the Association.
- 13.7.5 For appointments made under 13.7.1, the successful candidate shall return the signed copy of the letter of appointment within 15 days of the date of the letter of appointment. If a signed copy of the letter of appointment is not received by the Dean or designate by this deadline, the Dean or designate shall contact the candidate at the telephone number and/or e-mail address on the application. If the candidate turns down the offer of appointment, or fails to return the signed letter of appointment within 10 days of this notice, the Dean shall advise the appropriate PTAC, and request a second recommendation for the appointment. If no qualified applicant is available, the appointment shall be reposted under 13.3, or if there is insufficient time prior to the beginning of term, the provisions of 13.3.4 or 13.3.5, as appropriate, shall apply.
- 13.7.6 If the University/Dean assigns duties under 16.5, after the receipt of the signed initial letter of appointment in accordance with 13.7, the Dean shall provide the Member with a supplementary letter of appointment setting out those duties and compensation under 27.5.1. The Member shall signify acceptance of the terms of the supplementary appointment by returning a signed copy of this letter within ten (10) days.
- 13.7.7 When the offer of appointment has been accepted, the University shall provide the Association with a copy of the signed letter of appointment within fifteen (15) days of its approval by the Office of Faculty Relations or by the first day of the term for which the appointment applies, whichever is earlier.
- 13.7.8 Following receipt of a signed letter of appointment, the Dean shall communicate the appointment to the chair of the Part-time Appointment Committee or designate who shall post on the web site of the academic sub-unit or equivalent a list giving the name of each CAS Member appointed and the course(s) they are teaching in the academic sub-unit or unit. Posting of the name(s) of successful candidates shall occur no later than ten (10) days following the receipt of the signed letter(s) of appointment.

### **13.8 Cancellation of Contracted Work:**

- 13.8.1 If the University cancels a course, or other academic responsibilities as set out in 16.1.5, for which the Member has signed and the University has received the letter of appointment, the University shall:
- a) offer the Member equivalent work at an equivalent rate of pay; or
  - b) pay a cancellation fee in accordance with the schedule set out in 24.3.

Where the University offers equivalent work to a member under a), and the member declines the work, the University shall pay the cancellation fee in accordance with article 24.3.

- 13.8.2 The payment for the cancellation of contracted work 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: the Faculty of Music's Temporary Chair, who chairs the committee (except in the circumstances described below) and two (2) members elected by the faculty-in-council from the full-time faculty. The Members of the committee must include:

- (1) one (1) representative for classroom teaching,
- (2) one (1) representative for studio instruction,  
and
- (3) one (1) rotating representative.

The rotating representative of the Part-time Appointment Committee shall be from the area in which the appointment is to be made and will be chosen from a group of elected members as follows. For appointment of studio instructors, the rotating representative shall be chosen from a roster of five (5) elected members, one (1) from each of the five studio teaching areas (keyboards, voice, winds/brass/percussion, strings, and composition), and shall be from the studio teaching area being reviewed. For appointment of coach-accompanists, the rotating representative shall be an elected full-time coach accompanist or the member of the roster of studio instructors from the area in which the appointment is to be made. For appointment of classroom instructors or music therapy supervisors, the rotating representative shall be an elected classroom instructor or music therapist as appropriate.

In cases where the chair of PTAC (also Temporary Chair of the Faculty of Music) is a music therapist and there is a need to rotate in a representative from coach-accompaniment, studio instruction or classroom teaching for consideration of an appointment in that area, then either the non-rotating representative of classroom teaching or studio instruction shall assume the position of Acting Chair of PTAC. In cases where the chair of PTAC is a coach-accompanist, and there is a need to rotate in a representative from music therapy, studio instruction or classroom teaching, then either the non-rotating representative of classroom teaching or studio instruction shall assume the position of Acting Chair of PTAC. Where an Acting Chair is required under the terms of this article, the Acting Chair shall replace the chair of PTAC who shall not participate in the committee.

13.9.2.1 In accordance with 13.2.1, names of the members of the PTAC in the Faculty of Music shall be posted on the faculty web site and shall include the names of both the permanent and rotating members of the PTAC as well as their areas of specialization.

### **13.9.3 Appointment of Music Studio Instructors, Music Therapy Supervisors and Music Coach-Accompanists:**

13.9.3.1 All appointments of Music Studio Instructors shall be at one of the following categories: Studio I, Studio II, Studio III and Studio IV. All appointments of Music Therapy Supervisors shall be at one of the following categories: Support Supervisor, Supervisor I, Supervisor II, and Supervisor III. All appointments of Music Coach-Accompanists shall be at one of the following categories: Coach-Accompanist I, Coach-Accompanist II, Coach-Accompanist III, or Coach-Accompanist IV. 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 13.7.3.

#### **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. Where a candidate has made a significant contribution and has an established 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 two (2) years 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 two (2) years of university-level studio teaching experience with a minimum of ten (10) students. A Member who has a satisfactory record of teaching, and three (3) years of university-level teaching experience with fewer than ten (10) students, but not less than five (5) students, is eligible for promotion to Studio II. 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 three (3) years of university-level studio teaching experience with a minimum of fifteen (15) students. 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 category 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 four (4) years of university-level teaching experience with a minimum of twenty (20) students; Studio IV instructors shall have had experience as a principal chair in a nationally recognized symphony orchestra, a continuing position in an internationally recognized chamber ensemble, or an active international solo performance career, as demonstrated through concert schedules and recordings.

**13.9.3.3 Music Therapy Supervisors:**

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 three hundred (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 three hundred (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 fifteen hundred (1500) hours of clinical practice beyond their internship, and a minimum of three hundred (300) hours of undergraduate clinical supervisory experience over not less than two (2) 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 twenty-five hundred (2500) hours of clinical practice beyond their internship, and a minimum of four hundred (400) hours of undergraduate clinical supervisory experience over not less than three (3) years shall be appointed to the category of Supervisor III.

**13.9.3.4 Music Coach-Accompanists:**

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:

**Coach-Accompanist I:**



Music coach-accompanists who have fewer than five hundred (500) hours of university-level studio accompanist experience shall be appointed to the category of Coach-Accompanist I;

**Coach-Accompanist II:**

Music coach-accompanists with a satisfactory record of coach-accompanist experience and five hundred (500) or more hours of university-level, or equivalent, studio accompanist experience over not less than two (2) years shall be appointed to the category of Coach-Accompanist II;

**Coach-Accompanist III:**

Music coach-accompanists with a satisfactory record of coach-accompanist experience and who hold a master's degree in accompanying or collaborative piano and who have a minimum of seven hundred and fifty (750) hours of university-level, or equivalent, studio accompanist experience over not less than three (3) years, shall be appointed to the category of Coach-Accompanist III; alternatively, a music coach-accompanist with fifteen hundred (1500) hours university-level studio accompanist experience over not less than three (3) years and a recognized performance profile in the local community shall be deemed to have the qualifications equivalent to a master's degree and shall be appointed to the category of Coach-Accompanist III;

**Coach-Accompanist IV:**

Music coach-accompanists with a satisfactory record of coach-accompanist experience and who hold a master's degree in accompanying or collaborative piano and who have a minimum of fifteen hundred (1500) hours of university-level, or equivalent, studio accompanist experience in not less than five (5) years, and a nationally-recognized reputation exhibited through performances and recordings shall be appointed to the category of Coach-Accompanist IV.

**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 ten (10) 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 13.2.3 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 or 13.9.3.4 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 five (5) days of taking a vote, and no later than thirty (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 fifteen (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 13.5.6:**

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 two (2) 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) new students to the program (i.e. students not currently registered in the Music Program at Wilfrid Laurier University);
- (b) these appointments shall be in addition to the quota provided under 13.5.5;
- (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;
- (e) within five (5) days of the appointment, the University shall advise the Association of each such appointment made under this clause 13.9.5, and of any adjustments to Members' teaching hours due to appointments made under this clause.

### **13.9.6 Seniority Status for Music Studio Instructors, Music Therapy Supervisors and Music Coach-Accompanists:**

13.9.6.1 Music Studio Instructors shall accrue seniority hours based on the number of hours of studio instruction (hereafter referred to as seniority hours) they have completed for teaching a studio in one of the five studio areas (keyboards, voice, winds/brass/percussion, strings, and composition). A Member shall be eligible to be evaluated for seniority status in studio instruction after accruing two hundred and eighty-eight (288) hours of studio instruction in a period of not less than twenty-four (24) months. In any case, a Member who has taught a studio over four (4) consecutive contract years with not less than one hundred and forty-four (144) hours of studio instruction shall be eligible to be evaluated for seniority status. Seniority hours shall be computed from September 1, 1996.

13.9.6.2 Seniority points accrued for teaching in MU251 shall be in accordance with Appendix C.

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, 13.6.2.9, and 13.6.2.11.

13.9.6.4 The application of seniority under 13.6 for CAS Members teaching a studio 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, which request shall be in writing and made to the Dean

by September 1;

- (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 or withdrawn 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 students leaving 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 eighteen (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 or withdrew from their studio in the previous year. Any additional students shall be offered to the Member with the most seniority hours as defined under 13.9.6.1 above, to a total teaching load maximum of eighteen (18) hours per week.

13.9.6.5 Music Therapy Supervisors shall accrue seniority hours based on the number of hours of supervision (hereafter referred to as seniority hours) they have completed. A Member shall be eligible to be evaluated for seniority status after accruing two hundred and eighty-eight (288) seniority hours in a period of not less than twenty-four (24) months. In any case, a Member who has been employed as a Music Therapy Supervisor by the University over four (4) consecutive contract years with not less than one hundred and forty-four (144) seniority hours shall be eligible to be evaluated for seniority status. Seniority hours shall be computed from September 1, 1996.

13.9.6.6 Music Coach-Accompanists shall accrue seniority hours based on the number of assigned coach-accompanying hours (hereafter referred to as seniority hours) they have completed for coach-accompanying in one of four music studio areas (voice, opera, strings or winds/ brass). A Member shall be eligible to be evaluated for seniority status as a coach-accompanist in a studio area after accruing five hundred (500) seniority hours in that studio area in a period of not less than twenty-four (24) months. In any case, a Member who has been employed as a Music Coach- Accompanist by the University over four (4) consecutive contract years with not less than two hundred and fifty (250) seniority hours shall be eligible to be evaluated for seniority status. Coach-accompanying seniority hours will be tracked in each of the four areas separately and coach-accompanying seniority hours accrued in one studio area (as defined above) will not apply towards seniority status in another studio area. Seniority hours shall be computed from September 1, 2004.

13.9.6.6.1 The application of seniority under 13.6 for coach-accompanists shall apply to a total coach-accompanying load maximum of seven hundred and fifty (750) coach-accompanying hours per academic year.

13.9.6.7 Upon achieving eligibility for seniority status under 13.9.6.5 or 13.9.6.6, 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 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, 13.6.2.9, and 13.6.2.11.

**13.9.7 Payments for Cancellation of Appointment or Reduction of Hours for CAS Music Studio Instructors, Music Therapy Supervisors, and Music Coach-Accompanists:**

13.9.7.1 CAS Members whose appointment in the Faculty of Music is based on the number of contact hours, shall be compensated for the cancellation of such appointment or reduction of contracted hours of instruction as follows:

- (a) The instructor shall be paid for the period of employment based on the number of hours worked at the total hourly rate under 24.6.4 or 24.6.5 or 24.6.6, as appropriate;
- (b) The payment for the cancellation of a letter of appointment shall be in accordance with 13.8 and 24.3;
- (c) If contracted hours are reduced by the University following the end of the second week of classes of the term, the University shall pay the CAS Member the lesser of the remainder of the Member's contracted amount for the cancelled work or twenty percent (20%) of the contracted amount for the work cancelled.
- (d) If contracted hours are reduced by the University before the end of the second week of classes of the term, the cancellation payment under (c) shall not apply.

13.9.7.2 When all or part of contracted instruction is cancelled during the term by reason of student withdrawal from the course after the end of the second week of classes of the term, the Dean or designate shall give written notice to the Member of the student's withdrawal or deregistration from the course, and of the student's official drop date. Upon receipt of this notice, the Member shall be paid at the contracted hourly rate for all classes scheduled for three weeks beyond the official drop date of the student. The official drop date shall be the date on which the Registrar's Office records the student's withdrawal from the course. In the case where the student is deregistered by the Registrar's Office, the official drop date shall be the date on which the student is deregistered. For the cancelled work beyond this three week period, the Member shall receive the payment under 13.9.7.1(c). Payments under 13.9.7.1(c) and this section shall not exceed the total contracted amount for the cancelled work.

13.9.7.3 When all or part of contracted instruction is cancelled after the end of the second week of classes of the term, the Member shall accrue seniority hours for the paid hours of work including hours for all classes scheduled for three weeks beyond the official drop date or deregistration of the student under 13.9.7.2.

## **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 twenty-four (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 twenty-four (24) months and minimum period of four (4) months. If a Contract Appointment of a duration shorter than four (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 twelve (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 two (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 14.4.4 and 14.3.3.

14.3.3 When a Member has completed 3588 hours of service over a period of not less than three (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 twelve (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 14.7.4 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 five (5) consecutive years shall be given two (2) months notice of the termination of employment or two (2) months' pay in lieu of notice; in addition, the Member shall receive severance pay equal to one (1) month's pay for each year of consecutive service as defined in 14.3.7 to a maximum of six (6) months. A Member who has held a Part-time Continuing Appointment for five (5) or more consecutive years shall be given four (4) months notice of the termination of employment or pay in lieu of notice; in addition, the Member shall receive severance pay equal to one (1) month's pay for each year of consecutive service as defined in 14.3.7 to a maximum of twelve (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 (2) years of credit for consecutive service in Contract Appointments which immediately preceded the Part-time Continuing Appointment.

#### **14.4 Part-time Librarian Appointment Committee:**

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

14.4.2 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 elected by the librarians-in-council. The members of the Part-time Librarian Appointment Committee shall represent a minimum of two different departments.

14.4.3 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 14.5. The posting of positions under 14.5 shall be subject to 14.4.4, 14.3.3, and seniority provisions under 14.7.2. The Part-time Librarian Appointment Committee shall review all applications, and shall make recommendations on appointment to the University Librarian.

14.4.4 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.

14.4.5 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 14.4.4 or 14.3.3, the University Librarian shall notify the Member in writing with a statement of reasons, copied to the Association.

#### **14.5 Posting of Positions:**

14.5.1 Positions shall be posted for fifteen (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.

14.5.2 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.

14.5.3 The deadline for applications shall be at least fifteen (15) calendar days from the date of posting.

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

#### **14.6 Application for a Position:**

14.6.1 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.

14.6.2 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.

14.6.3 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 twelve (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.

#### **14.7 Criteria for Appointment:**

14.7.1 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.

14.7.2 When a position becomes available for which a Librarian Member with seniority is qualified under the criteria of 14.7.1, the Member shall be offered the position. A Member shall have seniority when they have accumulated 2392 hours of service in the University Library.

14.7.3 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.

14.7.4 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.

14.7.5 Seniority shall be deemed to have been lost if a Librarian Member has a break of service with the University of more than twenty-four (24) months.

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

#### **14.8 Letter of Appointment:**

14.8.1 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.

14.8.2 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.

## **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 application for promotion in rank is initiated by the individual Member through 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 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, and such other academic activities requisite for the fulfilment of contractual obligations under this article.
- 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 course outline during the first week of classes, with an electronic copy in Portable Document Format (pdf) 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. textbook and course material requirements;
    - iv. 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 mid-term and final examinations, as required by their courses, or tutorials, or labs; Members shall not be assigned the duties of Chief Presiding Officer with responsibilities for courses other than their own course(s);
- (h) to submit final grades as required by departmental practice and the requirements of Senate.

16.1.3 After the University receives a signed letter of appointment to teach a course under 13.7, the Dean, Chair or equivalent may request that the Member provide textbook and other course material requirements in preparation for the commencement of classes. Members shall endeavour to submit orders for course materials and textbooks in accordance with established deadlines.

16.1.4 A Member may serve on examining committees of undergraduate or graduate theses or research papers, or provide other academic duties as specified in Appendix E as requested by the Chair with the approval of the Dean, but such duties shall only be with the Member's consent, and shall not be either a condition of appointment or of renewal of appointment.

16.1.5 If, at the request of the Department Chair or equivalent, and with the approval of the Dean, a Member accepts advisory, supervisory, or examining duties for an undergraduate or graduate student thesis, research paper, or other required elements of an academic program which are 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, and copied to the Association. Upon submission of the grade for the project, or upon the Member's appointment coming to term, whichever comes first, the Member shall receive compensation in accordance with 27.4.1 and Appendix E. 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. The assignment of duties under this clause 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 computer(s) for the use of academic staff. These computers shall be equipped with word-processing, presentation and spreadsheet software, access to printing, e-mail, the University's learning management system, the University's internal networks as required, and Internet services; and such further facilities as reasonably required for the performance of their assigned duties and responsibilities;
- (c) it shall provide support for professional development through a professional expense reimbursement under 27.7;
- (d) there shall be funds available to provide financial support for Members' research activities under 27.8 and 27.9;

- (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 13.7.4, 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 (3) 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 (1) 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 two-hundred and ten (210) hours of work.
- 16.3.5 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 fifty (50) minute class equals one (1) hour, and a scheduled eighty (80) minute class equals one and a half (1.5) hours. The number of classroom contact hours for an appointment to teach a course, or tutorial section(s), or laboratory section(s) 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. The norm for the number of classroom contact hours for a two-term course is the equivalent of seventy-two (72) hours (or three (3) hours per week for twenty-four (24) weeks), for a one-term course is the equivalent of thirty-six (36) hours (or three (3) hours per week for twelve (12) weeks), and for a .25 credit course is the equivalent of eighteen (18) hours (or three (3) hours per week for six (6) weeks). The one-term equivalents for tutorial and lab sections are set out in 16.3.7. If the number of posted classroom contact hours for a course varies from the norms above, or from 16.3.7, the Dean or designate shall provide a written statement of reasons to the Association along with a copy of the posting under 13.3.1.
- 16.3.6 The Parties recognize that forms and purposes of instruction may vary. The Parties further recognize that the number of contact hours taught by a full-time faculty member may be greater or lesser than the contact hours for the same or comparable one-term course taught by a Member due to differences in assigned workload. In assessing a fair and equitable workload for a Member teaching one or several courses, the Dean shall assess the equivalence to the norms under 16.3.5. by weighing the relevant factors including but not limited to the following:
  - (a) the number of hours of preparation, grading and administration for the course;
  - (b) the expected student enrolment in the course;
  - (c) the number of hours of academic counseling and consulting for the course;

- (d) the level (introductory, upper year, graduate, et cetera) of the course;
- (e) the type of course or section (lecture, laboratory, tutorial, seminar, et cetera);
- (f) the availability of markers or laboratory assistants or teaching assistants;
- (g) additional hours of preparation for a new course, or for a course substantially revised;
- (h) required attendance at lectures or seminars for course development;
- (i) 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;
- (j) 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 for appointments to teach tutorial sections or laboratory sections shall be as follows:

(a) Tutorial sections:

- (i) subject to the variations under (ii), (iii) and (iv) below, three (3) tutorial sections meeting the equivalent of one (1) hour per week (or thirty-six (36) classroom contact hours per term) are equivalent to a one-term course; a maximum of twelve (12) classroom contact hours or one tutorial section may be added to an appointment to teach tutorial sections with no additional compensation if there is significantly less marking/grading required; appointments to teach fewer or more than three (3) tutorial sections shall be compensated on a pro rata basis;
- (ii) a Member may be appointed to teach up to six (6) tutorial sections in a course which meets once every second week, but in this case there shall be no more than thirty-six (36) classroom contact hours per term, and the Member shall be entitled to the marking and grading allowance or assistance under 16.3.9;
- (iii) with respect to language tutorials taught by a CAS Member which are primarily conversation practice, the number of classroom contact hours shall be six (6) per week for twelve (12) weeks per one-term course equivalent;
- (iv) for tutorial sections in the Faculty of Science, appointments to teach a tutorial section(s) of a course shall be the same as appointments to teach a lab section(s) of a course, as set out in 16.3.7 (b) below.

b) Lab sections:

Appointments for instruction in courses with lab sections may take one of three forms:

- (i) an appointment to teach a course alone for one term without instructing lab sections shall be considered a one-term course appointment as defined under 16.3.5;
- (ii) an appointment to teach the lecture component and a lab section(s) of a course for one term shall be considered as a one-term course appointment, unless the total classroom contact hours exceed four (4) hours per week or forty-eight (48) classroom contact hours per term; in the later case, the Member shall be compensated at the salary rate for the course plus the compensation for laboratory instruction in accordance with (iii) below;

- (iii) an appointment to instruct only lab section(s) of a course in one term shall be considered a one-term course under 16.3.5 when instruction is provided in two (2) lab sections meeting the equivalent of three (3) hours per week (seventy-two (72) classroom contact hours per term); appointments to teach more than two (2) lab sections (or more than seventy-two (72) classroom contact hours per term) shall be compensated at the hourly rate under 27.5; appointments to teach fewer than two (2) lab sections (or fewer than seventy-two (72) classroom contact hours per term) shall be compensated on a pro rata basis.

For appointments to teach tutorial or lab sections of two-term courses or .25 credit courses, the provisions of (a) and (b) above apply to each term, or portion of the term, of the appointment.

16.3.8 For a course, as approved by Senate and as set out in the University Calendar, in which there is variation in the classroom contact hours above or below the norms in 16.3.5, and not set out in 16.3.7, the Member shall be compensated on the pro rata basis of thirty-six (36) contact hours for a one-term course or equivalent.

### **16.3.9 Marking and Grading Allowance or Assistance:**

16.3.9.1 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 exempt 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 each one-term course or equivalent with an enrolment in excess of fifty (50) students, the Member is entitled to receive a marking/grading allowance. This allowance shall be based on the rate set out in 27.2.1 for each student in excess of fifty (50) to a maximum allowance for seventy-five (75) students. As of September 1, 2011, this allowance shall be based on the rate set out in 27.2.1 for each student in excess of fifty (50) to a maximum allowance for one hundred (100) students. 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 based on the number of students per term payable 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;
- (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 (1) hour of assistance for each student in excess of fifty (50) to a maximum of seventy-five (75) hours. As of September 1, 2011, this assistance shall be on the basis of one (1) hour of assistance for each student in excess of fifty (50) to a maximum of one hundred (100) hours. Members shall apply in writing for marking/grading assistance to the Department Chair or equivalent within two (2) weeks of the commencement of the term, and shall be notified of the assistance to be provided within two weeks of the application. If the University cannot provide all the marking/grading assistance requested the Member shall receive a marking/grading allowance calculated as follows:

the marking/grading allowance set out in (a) minus the value of the marking/grading assistance that is provided (i.e. the number of hours of marking/grading assistance that is provided times the value per student under 27.2.1);

- (c) Members are not eligible to receive the marking/grading allowance or marking/grading assistance under 16.3.9.1(a) or (b) when the one-term course or equivalent is:

- i. an intramural course with tutorial and/ or lab sections where marking/grading for the course is substantially completed by tutorial section instructors or lab section instructors;
  - ii. a tutorial or lab section(s), subject to (d) below;
  - iii. an off-campus course in SBE;
  - iv. a course in which sixty percent (60%) or more of the grade is based on machine-marked tests, exams and assignments;
- (d) If a Member is assigned a one-term course equivalent for six (6) tutorial sections which meet on alternate weeks, or which meet weekly for six (6) weeks, and the Member is responsible for the marking/grading, under 16.3.7(a) (ii) the Member shall be eligible for the marking/grading allowance or assistance under 16.3.9 (a) or (b) for students in excess of seventy-five (75) to a maximum of fifty (50) students.

16.3.9.2 When the total number of students for whom the Member has marking/grading responsibility is in excess of one hundred and twenty-five (125) students in a given term, and no marking/grading allowance or assistance under in 16.3.9.1 (a) or (b) is provided, a Member shall be provided with marking/grading assistance as follows:

- (a) one (1) hour of marking/grading assistance for each student in excess of one hundred and twenty-five (125) to a maximum of seventy-five (75) hours. The Member makes this request to the Department Chair or equivalent within two (2) weeks of the commencement of the term. When Departments do not have resources to provide such assistance, the provision of grading/marking assistance shall be the responsibility of the Dean;
- (b) for the purpose of tallying the total count of students under this clause, the following shall not be included:
  - (i) tutorial or lab sections, subject to 16.3.9.1(d);
  - (ii) off-campus courses in SBE;
  - (iii) a course in which sixty percent (60%) or more of the grade is based on machine-marked tests, exams and assignments.

16.3.9.3 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 one hundred and twenty-five (125) students provided the Member is not receiving a marking/grading allowance or marking/grading assistance under 16.3.9.1.

16.3.10 For additional counseling and administrative responsibilities associated with larger courses which have multiple sections or which have tutorial or lab sections, Members shall receive supplementary remuneration in accordance with 27.3.1.

16.3.11 When, for academic reasons, and with the approval of the Dean, an academic sub-unit or equivalent has a maximum limit on class size in a course, the limit applies equally to classes taught by CAS Members and to classes taught by full-time faculty.

#### **16.4 Student/Faculty Ratio:**

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 25:1, as set out under 18.2.3.1(b) of the Collective Agreement, as amended, for full-time faculty and full-time professional librarians;

- (b) by June 1st each year, the University shall provide to the Association, a report on enrolment in courses taught by CAS Members. This report shall include:
- (i) 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;
  - (ii) a report in a similar format for Online Learning courses taught by CAS Members;
  - (iii) a report in a similar format for off-campus courses taught by CAS Members;
  - (iv) a report on directed studies and thesis courses taught by CAS Members including the name of the instructor, the course number and course weight, and the student enrolment with a summary of the number of courses and the number of students;
  - (v) a report for CAS Members who are Music Studio Instructors, Music Therapy Supervisors, and Music Coach-Accompanists, including the name of the instructor, the course number and course weight, and the student enrolment for each CAS Member with a summary by term of the number of courses, number of students and average class size;
  - (vi) a report for CAS Members teaching tutorial or lab sections of courses including the name of the instructor, the course number, the total enrolment in the course, the number of tutorial/lab sections taught by each CAS Member, and an enrolment equivalence based on the total number of students divided by the number of tutorial or lab sections.
  - (vii) a report for CAS Members providing field supervision in the Faculty of Education including the name of the instructor, and a summary of the total number of schools and students each Member was responsible for supervising.

This annual report, due June 1, shall include courses taught in the Spring, Fall and Winter terms of the previous fiscal year.

## **16.5 Academic Responsibilities in Addition to Teaching:**

16.5.1 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 and the hours, duties and responsibilities shall be listed in a letter of appointment. Such tasks require the Member's written consent, and the Member's refusal shall not prejudice the Member's employment status or reappointment. Compensation for duties performed under this clause shall be paid in accordance with 27.5.1.

16.5.2 Members' participation in the collegial bodies of the University under 11.2 shall only be with the Member's consent, and shall not be part of a Member's appointment.

## **16.6 Report of Activities:**

16.6.1 At the end of each academic term, the CAS Member may submit an updated Teaching Dossier, in accordance with 19.6, to the Department Chair or equivalent.

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 include, with the exception of course readers.

16.6.3 The Member may also include in this report, the following information:

(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;

(b) Academic and Professional Service:

a list of department or other University committee duties, service contributions to the University, service contributions to the Association, and professional activities and contributions to the academic community.

## **16.7 Information Technology:**

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.

16.7.2 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.

16.7.5 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.

## **16.8 Online Learning and other Special Types of Teaching:**

### **16.8.1 General:**

16.8.1.1 Appointments for credit courses offered through Online Learning 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.

16.8.1.2 Special Types of Teaching include courses which:

(a) are taught at off-campus locations;

(b) are offered through the Internet.

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 an Online Learning 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 under 18.2.7 of the Full-time Collective Agreement, the course shall be posted under 13.3.

16.8.1.4 For Online Learning courses, the University shall reimburse the Member for shipping,



when the University approved vendor is used, and approved fax and long distance telephone costs incurred in teaching these courses. For off-campus courses, the University shall reimburse the Member for approved shipping, when the University approved vendor is used, and for travel, lodging, meals, fax 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 Online Learning 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 Online Learning:**

16.8.2.1 The duties and responsibilities of CAS Members teaching Online Learning 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 Online Learning:

- (a) CAS Members shall present courses that are consistent with approved department course design;
- (b) after appointment to teach an Online Learning 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 Teaching Support Services, in order to meet publication and other administrative deadlines;
- (c) during the first week of the teaching term, CAS Members shall provide their contact information and online contact hours to the Office of Teaching Support Services;
- (d) CAS Members shall inform students of any periods of time in excess of one week 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;
- (e) if the Member requests, responsibility for the receipt and return of student assignments and midterm tests shall rest with the Office of Teaching Support Services;
- (f) CAS Members shall grade assignments and examinations in a timely fashion, and counsel students about their performance. Assignments and examinations that are worth 15% or more of the final course grade shall be graded prior to the due date of the next assignment or examination of equal or greater weight;
- (g) Online Learning courses shall be evaluated in accordance with Article 19.3.

16.8.2.3 In accordance with University Policy on the Use of Information Technology, and subject to 16.8.2.4, the Office of Teaching Support Services shall only access electronic sites for courses with the permission of the instructor. The instructor may request technical assistance from the Office of Teaching Support Services, but is not obliged to give open access to communications between the CAS Members and the students in the course.

16.8.2.4 To accommodate visually impaired students needing access to learning management system courses, the transcriptionist in Accessible Learning shall be given access to the learning management system site under the conditions set out in Appendix D.

16.8.2.5 Any changes in Information Technology proposed by Senate and its committees, or by the Office of Teaching Support Services shall be consistent with the terms and conditions of work of CAS Members under this Article 16.

**16.9 Music Studio Instructor/ Music Therapy Supervisor/ Music Coach-Accompanist Workload:**

- 16.9.1 Members with music studio, music therapy, or music coach-accompanist appointments may have duties and responsibilities in addition to the instruction of individual students. Juries, master classes, graduate recital adjudications and the scheduling of studios, and the compensation paid for these duties under 24.6.4.3, shall be listed on the letter of appointment. If other additional duties are known at the time of the offer of appointment, they and the compensation paid for these duties under 24.6.4.3 shall be listed in the letter of appointment.
- 16.9.2 After an appointment has been made, the Dean shall make any request in writing for the Member to undertake any additional duties and responsibilities. The Member's refusal to perform these duties shall not prejudice the Member's employment status or reappointment. If a Member consents to the request, the Member shall be paid in accordance with 24.6.4.3.
- 16.9.3 Any additional duties under 16.9.1 or 16.9.2 which require the Member's professional qualifications as a musician shall be paid according to the total hourly rate under 24.6.4, 24.6.5 or 24.6.6 as appropriate. Administrative duties shall be compensated under 27.5.1.
- 16.9.4 In two-term Music Studio courses, at the end of the first term, the Member shall provide each student with a written interim assessment of his/her first-term performance.

**16.10 Workload for Field Supervisors in the Faculty of Education:**

- 16.10.1 In recognition of the workload involved in supervising students, scheduling supervisions at Professional Development Schools and establishing rapport with associate teachers and other members of school communities, the one-term course equivalents for field supervision in the Faculty of Education shall be as follows:
- (a) 9-12 students distributed among no more than four (4) different schools shall be equivalent to a one-term course, or
  - (b) 12-15 students distributed among no more than three (3) different schools shall be equivalent to a one-term course.
- 16.10.2 Members employed as Field Supervisors in the Faculty of Education shall receive no less than a one-term, undergraduate-course salary as compensation for this work in accordance with the terms of Article 24. Members shall receive supplementary compensation for each student and for each school in which supervision takes place in excess of the one-term equivalents established in 16.10.1, in accordance with 24.7.2.
- 16.10.3 The Parties agree that, in assigning students or schools, the Dean or designate shall ensure that the Member's supervisions and travel time can be scheduled within a reasonable work week throughout the period of employment. Assignment of students or schools in addition to the one-term course equivalents established under 16.10.1 shall be with the Member's consent, and the Member shall suffer no penalty or loss of employment for refusing such additional work.
- 16.10.4 Members shall receive payment for travel expenses required to fulfill their contractual duties under the terms of the travel-reimbursement rates set out in 27.10. Payment for travel expenses shall not include reimbursement for meals.
- 16.10.5 The Parties recognize that students may from time to time be unable to complete the practicum component of their program during the normally-scheduled sessions for reasons including illness, availability, and the need to further improve their skills. Should a Member be asked by the Dean to supervise a practicum outside the three normally-scheduled practicum sessions in the fall and winter terms, the Member shall receive compensation for this work under the terms of 27.6.2. Assignment of practicum supervisions in addition to the normally scheduled practicum sessions shall be subject to the Member's consent and the Member shall suffer no penalty or loss of

employment for refusing such additional work.

## **ARTICLE 17: PART-TIME LIBRARIAN 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.

#### **17.1.3 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.

#### **17.1.4 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, 27.7, 27.8, and 27.9 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 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.

- 17.1.5 In support of scholarly and/or professional activities under 17.1.4, Librarian members are eligible for Academic and Professional Leaves under 18.1, for Research Funds under 27.8, for Research Support Grants under 27.9, and for Professional Expense Reimbursement under 27.7.
- 17.1.6 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.
- 17.1.7 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.
- 17.1.8 Librarian Members with Part-time Continuing Appointments who, as part of their assigned duties and responsibilities under 17.1.1 and 14.8.1, 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.

## **17.2 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.
- 17.2.2 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 (18.8), Part-time Librarian Members shall be compensated in accordance with 18.8.3.

## **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 including, but not limited to, 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, and professional activities and contributions to the external academic and professional organizations under 17.1.4.

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.

## **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 five (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, Coordinator or equivalent, 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 five (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 Personal Leave:**

18.3.1 Members are entitled to one (1) Personal Leave of up to three (3) consecutive working days per academic year, without loss of compensation, in order to attend to urgent or critical health or other needs of a member of their immediate family. Such needs include, but are not limited to:

- (a) elder care for infirm parents;
- (b) travel and preparation for the placement of an adopted child into the Member's Care and custody;
- (c) illness and care for an immediate family member in addition to Compassionate Leave under 18.2.1.

18.3.2 Members shall give reasonable notice of need for such leave to the Dean, University Librarian or equivalent administrative officer, through the Department Chair or equivalent, 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. The University may require documentation from a medical doctor, placement notice from an adoption agency, or other equivalent appropriate documentation when considering a request for Personal Leave.

### **18.4 Court Leave:**

18.4.1 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.

18.4.2 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.

## **18.5 Sick Leave:**

18.5.1 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.

18.5.2 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 one-hundred percent (100%) of the Member's full pay and the compensation received under the Workplace Safety and Insurance Act for a maximum period of four (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 18.5.4 apply.

18.5.3 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.

18.5.4 CAS Members who are on sick leave are entitled to receive full pay for working days missed, for up to seven (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 twenty-one (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.

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

18.5.6 During the period of sick leave under 18.5.4, benefit coverages and applicable premium payments by a Librarian Member with a Part-time Continuing Appointment and the University will continue.

18.5.7 Should the sick leave period extend beyond the period of entitlement under 18.5.4, 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 18.5.4.

18.5.8 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.

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

## **18.6 Leave of Absence for Librarian Members with Part-time Continuing Appointments:**

- 18.6.1 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.
- 18.6.2 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.
- 18.6.3 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.
- 18.6.4 Upon return from such leave, the Librarian Member will be reinstated at the Member's former salary plus applicable scale increases.
- 18.6.5 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.
- 18.6.6 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 18.6.5 shall be deemed to constitute non-acceptance.

## **18.7 Vacation Entitlement:**

### **18.7.1 Part-time Contract Academic Staff:**

In lieu of vacation days, CAS Members are entitled to vacation pay in accordance with the compensation schedules set out in Article 24 of this Agreement.

### **18.7.2 Part-time Professional Librarians:**

- 18.7.2.1 The vacation entitlement of Librarian Members shall be based on the annual entitlement of working days of vacation for full-time librarians under 17.9.1.2 of the collective agreement for full-time faculty and professional librarians, prorated to reflect the number of hours of work as set out in the letter of appointment. 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.
- 18.7.2.2 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.
- 18.7.2.3 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.

18.7.2.4 Subject to 18.5.4, 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.

#### **18.8 Holidays:**

18.8.1 Members are entitled to the following holidays: New Year's Day, Family 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.

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

18.8.3 Librarian Members required by the University to work on any of the days listed in 18.8.1 shall, in addition to their holiday pay, receive:

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

#### **18.9 General:**

18.9.1 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 Online Learning 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 The Parties agree that courses taught by Members and by full-time faculty shall be evaluated by the same teaching evaluation form(s). Should the Parties agree to modifications in the teaching



evaluation forms under Article 31 of the full-time collective agreement, the Association agrees to take those modifications to the Members of the part-time contract academic staff and part-time professional librarians Bargaining Unit for ratification as revisions to this Article 19 of this Collective Agreement.

- 19.2.5 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.
- 19.2.6 All questions shall be constructed so that the answers may be aggregated by simple statistical procedures.
- 19.2.7 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.
- 19.2.8 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.
- 19.2.9 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 Online Learning Teaching Evaluations:**

- 19.3.1 In light of the mode of delivery of Online Learning 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 19.2.5, 19.2.6, and 19.2.8, except that student responses under 19.2.8 shall be aggregated by the Vice-President: Academic or his/her designate.
- 19.3.2 The Online Learning Teaching Form questionnaire shall be based on the following statements:
- (1) The instructor provides clear explanations.
  - (2) The instructor stimulates my interest in the subject matter of the course.
  - (3) The instructor assists students in dealing with course material and concepts.
  - (4) The instructor encourages on-line participation and interactivity among students.

- (5) The instructor gives a clear idea of requirements in this course.
- (6) The instructor clearly specified his/her communication policy and timing with respect to responses to student inquiries and the return of assignments and/or tests.
- (7) The instructor provides responses to tests, assignments, and student inquiries in a sufficient time to assist with the student's learning in the course.
- (8) The instructor displays an interest in and concern for students.
- (\*) Overall, the instructor is an effective university teacher.

**Note:** This last question will be used only by the University for assessing student responses within the institution as a whole, and will not be part of the record of the teaching evaluation of an individual instructor.

19.3.3 The evaluation form will be sent to the student electronically within the last fifteen (15) days of the course with a request that the form be returned electronically to the Office of Online Learning at the conclusion of the course. Only forms returned directly from the student to the Office of Online Learning 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, there shall be a specific teaching evaluation form for studio instructors. Using the same format as the University Teaching Evaluations under 19.2, the statements that constitute the basis for the student's evaluation of the instructor shall be the following:

- (1) This course contributed to my development as a musician.
- (2) The instructor assigns appropriate repertoire that is suited to my level and needs.
- (3) The instructor is well-prepared for each lesson.
- (4) The instructor gives clear explanations.
- (5) The instructor stimulates my interest in the subject matter.
- (6) The instructor assists the student in the development of technical skills.
- (7) The instructor encourages the student's expressive and artistic development.
- (8) The instructor gives a clear idea of requirements and standards in this course.
- (9) The instructor displays an interest in and concern for the student.
- (\*) Overall, the instructor is an effective university teacher.

**Note:** This last question will only be used by the University for assessing student responses within the institution as a whole, and will not be part of the record of the teaching evaluation of an individual instructor.

19.4.2 Evaluations for studio instructors in music shall not be on the basis of a course but upon the

instructor's studio. In accordance with 19.2.7, the evaluation shall take place in the Master Class of an instructor's studio. The University will not conduct an evaluation using the teaching evaluation form in Master Classes with fewer than five (5) students.

- 19.4.3 When an evaluation of teaching is required for the purposes of contract renewal or seniority status under this Agreement for instructors with fewer than five students in their studio, the University shall conduct an evaluation under 19.5: Professional Development Evaluation. The Dean shall advise the Member in writing that the evaluation is not for reasons of deficiency of performance but because the Member's Master Class has fewer than five students. Any evaluation shall be at a time mutually agreed upon by the Dean and the Member. The first evaluation shall occur during the first contract year of the Member's employment, and thereafter there shall be no more than one evaluation in a contract year. Members with seniority status who teach studios with fewer than 5 students per year shall be evaluated under 19.5 every three years.
- 19.4.4 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 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. Subject to the agreement of the Member, and at the request of either Party, the evaluation may include more than one visit to the Member's class. Scheduling of additional visits shall be subject to the mutual agreement of the Member and the Dean or his/her designate. For an Online Learning 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;
  - (i) list of courses taught, including the course number and title, credit value, and enrolment;
  - (ii) the outline for each course listed above, as per 16.1.2 (c);
  - (iii) list of individual student projects supervised, if any (e.g. honours or graduate student theses or similar individually-supervised projects);
  - (iv) 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;
- (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 counseling 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.

## **ARTICLE 20: INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHT**

### **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, artefacts, 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.

20.2.2 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
- (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 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.
- 20.3.2 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 do not include the payment of salary to the Member, the provision of a normal academic environment in which to work, and the performance of regular workload by the Member, but do include the use of University funds, designated research facilities, or its support or technical personnel.
- 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.
- 20.3.5 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.
- 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.
- 20.3.7 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 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 licensing 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.
- 20.5 A transcription made from course material, which is the intellectual property of the course instructor and which complies with the purpose and procedures set out in Appendix D: Accessible Learning and Access to Learning Management System Course Sites for visually impaired students, is consistent with clause 20.2.2 above.

### **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 18.5.4. 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 18.5.4, and, if applicable, benefits in accordance with 18.5.6.

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 four (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 four (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 27.8 or 27.9 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.
- (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.
- (d) University Grievance is a grievance initiated by the University against the Association.

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.

22.3.4 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.

22.3.5 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 two (2) working days of the date upon which the settlement is countersigned, forward a copy of the settlement to the Association.

22.3.6 There shall be no discrimination, harassment or coercion, of any kind, practiced against any person involved in these procedures.

#### **22.4 Grievances to be filed at Step II:**

22.4.1 The following grievances shall be filed at Step II of this procedure:

- (a) Association Grievances;
- (b) University Grievances;
- (c) Grievances filed under Article 15;
- (d) Individual Grievances that involve the suspension or termination of a Member under Article 21, or that involve allegations of infringement of academic freedom under Article 7, or allegations of discrimination under Article 8.

22.4.2 The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

#### **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:**

##### **22.6.1 Step I:**

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.

22.6.1.2 The grievor shall within twenty (20) working days of the date on which the events giving

rise to the grievance occurred, or within twenty (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.

22.6.1.3 For grievances filed under Article 13 or 14, no later than five (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. Where documents to be relied upon include confidential materials in accordance with 12.2.3, each Party shall label such documents "Confidential" and shall retain them in an envelope separate from other documents produced in the grievance. The Parties shall restrict access to confidential material to only those individuals who will advise or decide on the grievance, including the Dean/ University Librarian or representative, and the Association representative(s). An individual Member shall not be shown confidential material without the express written consents of the Parties, the author of the confidential material, and any individual who is the subject of the confidential material. 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.

22.6.1.4 No later than ten (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.

22.6.1.5 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 seven (7) working days after the date of the first meeting specified in 22.6.1.4. The Dean or University Librarian shall, within three (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.

22.6.1.6 In the event that the grievor and the Dean or University Librarian, as the case may be, cannot resolve the grievance within ten (10) working days after the date of the first meeting specified in 22.6.1.4, then the Dean or University Librarian, as the case may be, shall within three (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 twenty (20) working days of the date the events giving rise to the grievance occurred, or within twenty (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 ten (10) working days of receipt of the decision from the Dean or University Librarian.

22.6.2.2 No later than five (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. Where documents to be relied upon include confidential materials in accordance with 12.2.3, each Party shall label such documents "Confidential" and shall retain them in an envelope separate from

other documents produced in the grievance. The Parties shall restrict access to confidential material to only those individuals who will advise or decide on the grievance, including the Vice-President: Academic or representative, and the Association representative(s). An individual Member shall not be shown confidential material without the express written consents of the Parties, the author of the confidential material, and any individual who is the subject of the confidential material. 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 five (5) working days of the request.

22.6.2.3 No later than ten (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 three (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 ten (10) working days after the date of the first meeting under 22.6.2.3, the Vice-President: Academic shall within three (3) working days after this ten 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 twenty (20) working days of the date the events giving rise to the grievance occurred, or within twenty (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 ten (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 twenty (20) working days of the date of the first meeting hereunder, the representative of the Association within three (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 forty (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 fifteen (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 ten (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 fifteen (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 two 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 three (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 forty-five (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 fifteen (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 five (5) out of the last ten (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.

## **ARTICLE 23: BENEFITS AND PENSIONS**

### **23.1 Definition:**

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

- (a) a person 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 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.

### **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 according to the terms set out in the Collective Agreement for Full-time Faculty and Librarians.

23.3.2 In each academic term, Members shall have the right to park in the University's parking lots according to the terms set out in the Collective Agreement for Full-time Faculty and Librarians. Upon payment of the required amount, Members may park in the University's parking lots during the Spring term, even if they do not hold an appointment during that term.

### **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, 2010.

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 thirty (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 pay



in lieu of health care and dental care benefits as set out in Article 24.

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 WLU Pension Plan:**

23.6.1 Under the terms of 23.6.2, Members as part-time employees are eligible but not required to join the WLU Pension Plan.

23.6.2 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.

23.6.3 Once a Part-time CAS or Librarian Member has enrolled in the WLU Pension Plan under the terms of 23.6.2, 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.

23.6.4 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 23.6.3.

## **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 twelve (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 bi-weekly and a Member's bi-weekly pay, prior to deductions, shall be in equal payments during each academic term.

24.1.3 In recognition of CAS Members' experience, Members teaching intramural undergraduate and graduate courses shall be eligible to receive a seniority rate when a Member attains seniority status in a course. The seniority rate applies starting the next term after the Member attains seniority status in every one-term course or equivalent for which the Member receives an appointment.

### **24.2 CAS Members' Salary for Undergraduate and Graduate Courses:**

#### **24.2.1 Undergraduate Courses:**

The compensation for teaching a one-term undergraduate course (0.5 credit weight), including courses taught on the Brantford campus, but excluding Online Learning Courses and courses taught in the off-campus degree or diploma programs in the School of Business and Economics, shall be the base rate plus 4% in lieu of benefits and 4% vacation pay.

**24.2.1.1 Undergraduate Non-seniority Rate:**

<b>Undergraduate Non-Seniority Rate</b>				
<b>Effective</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
September 1, 2010	\$6,311.00	\$252.44	\$252.44	\$6,815.88
September 1, 2011	\$6,421.00	\$256.84	\$256.84	\$6,934.68
September 1, 2012	\$6,540.00	\$261.60	\$261.60	\$7,063.20

**24.2.1.2 Undergraduate Seniority Rate:**

Effective September 1, 2010, \$120 shall be added to the base non-seniority rate of eligible Members in accordance with 24.1.3. Effective September 1, 2011 and September 1, 2012, \$140 shall be added to the base non-seniority rate of eligible Members in accordance with 24.1.3.

<b>Undergraduate Seniority Rate</b>				
<b>Effective</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
September 1, 2010	\$6,431.00	\$257.24	\$257.24	\$6,945.48
September 1, 2011	\$6,561.00	\$262.44	\$262.44	\$7,085.88
September 1, 2012	\$6,680.00	\$267.20	\$267.20	\$7,214.40

**24.2.2 Graduate Courses:**

The compensation for teaching a one-term (0.5 credit weight) graduate course shall be the base rate plus 4% in lieu of benefits and 4% vacation pay.

**24.2.2.1 Graduate Non-Seniority Rate:**

<b>Graduate Non-Seniority Rate</b>				
<b>Effective</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
September 1, 2010	\$6,606.06	\$264.24	\$264.24	\$7,134.54
September 1, 2011	\$6,721.01	\$268.84	\$268.84	\$7,258.69
September 1, 2012	\$6,845.35	\$273.81	\$273.81	\$7,392.97

#### 24.2.2.2 Graduate Seniority Rate:

Effective September 1, 2010, September 1, 2011 and September 1, 2012, 1.68%, 2.02% and 1.81%, respectively, shall be added to the base non-seniority rate of eligible Members in accordance with 24.1.3.

<b>Graduate Seniority Rate</b>				
<b>Effective</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
September 1, 2010	\$6,727.15	\$269.09	\$269.09	\$7,265.33
September 1, 2011	\$6,863.04	\$274.52	\$274.52	\$7,412.08
September 1, 2012	\$6,987.26	\$279.49	\$279.49	\$7,546.24

24.2.3 Two-term courses (1.0 credit weight) shall be compensated at twice the rate of one-term courses (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 as set out under 16.3.

#### 24.3 Course Cancellation Fee:

24.3.1 In accordance with 13.8 and 13.9.7, where the University cancels an appointment after receipt of a signed Letter of Appointment, the University shall pay the following:

- (a) if an appointment is cancelled within the fifteen (15) day period prior to the commencement of term, and the Member does not receive or does not accept an offer of an equivalent alternate appointment, the University shall pay the CAS Member appointed to teach the course a cancellation fee of \$1,000 for cancellation of a one-term or full-year course. Cancellation of courses or assigned work of less than one term's duration, including team-taught instruction, shall be paid on a pro rata basis;
- (b) if an appointment is cancelled after the commencement of the term, the CAS Member appointed to teach the course shall receive:
  - (i) the cancellation fee under (a) above; and
  - (ii) payment for work performed of \$300 per week, or part thereof, from the commencement of classes in the term up to and including the day on which the appointment is cancelled;
- (c) no appointment shall be cancelled after the final date for students to add courses for the academic term.

#### 24.4 Online Learning Courses:

24.4.1 Online Learning Courses are those taught using the Internet.

24.4.2 The compensation for teaching Online Learning Courses shall be the same as the overload stipends for Online Learning Courses as set out in the Collective Agreement for full-time faculty and professional librarians.

24.4.3 For a 0.5 credit Online Learning Course, when the number of students enrolled in an Online Learning Course exceeds twenty-five (25) the Member appointed to teach the course shall receive an additional \$65 per student for each student in excess of twenty-five (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 Online Learning Course, when the number of students enrolled in the course exceeds twenty-five (25) the Member appointed to teach the course shall receive an additional \$130 per student for each student in excess of twenty-five (25). The number of students per course shall be based on the University's official count date. For full-year Online Learning Courses which fall over two official count dates, the Member shall receive an additional \$65 per student for each student in excess of twenty-five (25) enrolled in the course on the first term count date, and \$65 for each student in excess of twenty-five (25) enrolled in the course on the second term count date.
- 24.4.5 The compensation rates for Online Learning 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 Special Overload Stipends**

- 24.5 Effective January 1, 2011, Members teaching in graduate programs for which the University receives no government funding in the School of Business and Economics, namely the Laurier MBA Toronto programs and the Laurier EMTM (Executive Masters in Technology Management) Program, shall be compensated at the rate of \$350 per contact hour.

Within thirty (30) days of the end of each academic term, the University shall provide the Association with a report on the programs under this article listing the names of each Member, the course(s) they participated in, other duties performed, the number of contact hours for which the Member was compensated, and the total compensation paid to all Members for duties performed under 24.

#### **24.6 Music Studio Instructors, Music Therapy Supervisors and Music Coach-Accompanists:**

- 24.6.1 Each Member employed as a Music Studio Instructor, Music Therapy Supervisor, or Music Coach-Accompanist 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 under 13.9.3.2, 13.9.3.3 or 13.9.3.4 based upon experience in university teaching, performance profile, and professional experience and reputation in accordance with the tables 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:**

##### **24.6.4.1 Non-Seniority Rate:**

<b>Music Studio Instructors Non-Seniority Hourly Rates</b>				
<b>September 1, 2010 - August 31, 2011</b>				
<b>Category</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
<b>Studio I</b>	\$52.75	\$2.11	\$2.11	\$56.97
<b>Studio II</b>	\$60.66	\$2.43	\$2.43	\$65.52
<b>Studio III</b>	\$68.57	\$2.74	\$2.74	\$74.05

Studio IV	\$76.52	\$3.06	\$3.06	\$82.64
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<b>Music Studio Instructors Non-Seniority Hourly Rates</b> September 1, 2011 - August 31, 2012				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Studio I	\$53.67	\$2.15	\$2.15	\$57.97
Studio II	\$61.72	\$2.47	\$2.47	\$66.66
Studio III	\$69.76	\$2.79	\$2.79	\$75.34
Studio IV	\$77.85	\$3.11	\$3.11	\$84.07

<b>Music Studio Instructors Non-Seniority Hourly Rates</b> September 1, 2012 - August 31, 2013				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Studio I	\$54.66	\$2.19	\$2.19	\$59.04
Studio II	\$62.86	\$2.51	\$2.51	\$67.88
Studio III	\$71.05	\$2.84	\$2.84	\$76.73
Studio IV	\$79.29	\$3.17	\$3.17	\$85.63

**24.6.4.2 Seniority Rate:**

Effective September 1, 2010, September 1, 2011 and September 1, 2012, 1.68%, 2.02% and 1.81%, respectively, shall be added to the base non-seniority rate of eligible Members in accordance with 24.1.3.

<b>Music Studio Instructors Seniority Hourly Rates</b> September 1, 2010 - August 31, 2011				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Studio I	\$53.79	\$2.15	\$2.15	\$58.09
Studio II	\$61.85	\$2.47	\$2.47	\$66.79
Studio III	\$69.93	\$2.80	\$2.80	\$75.53
Studio IV	\$78.02	\$3.12	\$3.12	\$84.26

<b>Music Studio Instructors Seniority Hourly Rates</b> September 1, 2011 - August 31, 2012				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Studio I	\$54.88	\$2.20	\$2.20	\$59.28
Studio II	\$63.10	\$2.52	\$2.52	\$68.14
Studio III	\$71.34	\$2.85	\$2.85	\$77.04
Studio IV	\$79.60	\$3.18	\$3.18	\$85.96

<b>Music Studio Instructors Seniority Hourly Rates</b>				
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<b>September 1, 2012 - August 31, 2013</b>				
<b>Category</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
<b>Studio I</b>	\$55.87	\$2.23	\$2.23	\$60.33
<b>Studio II</b>	\$64.24	\$2.57	\$2.57	\$69.38
<b>Studio III</b>	\$72.63	\$2.91	\$2.91	\$78.45
<b>Studio IV</b>	\$81.04	\$3.24	\$3.24	\$87.52

**24.6.4.3 Schedule of Pay for Duties in Addition to Studio Instruction:**

<b>Duties</b>	<b>Rate of Pay</b>
Juries (assigned on contract)	Total hourly rate under 24.6.4.1 or 24.6.4.2
Masterclass (assigned on contract)	Total hourly rate under 24.6.4.1 or 24.6.4.2
Recital Adjudication	Total hourly rate under 24.6.4.1 or 24.6.4.2
Auditions (includes entrance and ensemble)	\$50.00/hour
Concerto Competition Adjudication	\$50.00/hour
Scheduling of studios	One hour at the total hourly rate under 27.5
Mid-term report (once per academic year)	0.5 hours per student at the total hourly rate under 24.6.4.1 or 24.6.4.2 to be paid following submission of the report

**24.6.5 Schedule of Pay for Music Therapy Supervisors:**

**24.6.5.1 Non-Seniority Rate:**

<b>Music Therapy Instructors Non-Seniority Hourly Rates</b>				
<b>September 1, 2010 - August 31, 2011</b>				
<b>Category</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
<b>Support Supervisor</b>	\$47.49	\$1.90	\$1.90	\$51.29
<b>Supervisor I</b>	\$52.75	\$2.11	\$2.11	\$56.97
<b>Supervisor II</b>	\$58.04	\$2.32	\$2.32	\$62.68
<b>Supervisor III</b>	\$63.29	\$2.53	\$2.53	\$68.35

<b>Music Therapy Instructors Non-Seniority Hourly Rates</b>				
<b>September 1, 2011 - August 31, 2012</b>				
<b>Category</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
<b>Support Supervisor</b>	\$48.32	\$1.93	\$1.93	\$52.18

Supervisor I	\$53.67	\$2.15	\$2.15	\$57.97
Supervisor II	\$59.05	\$2.36	\$2.36	\$63.77
Supervisor III	\$64.39	\$2.58	\$2.58	\$69.55

<b>Music Therapy Instructors Non-Seniority Hourly Rates</b> September 1, 2012 - August 31, 2013				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Support Supervisor	\$49.21	\$1.97	\$1.97	\$53.15
Supervisor I	\$54.66	\$2.19	\$2.19	\$59.04
Supervisor II	\$60.14	\$2.41	\$2.41	\$64.96
Supervisor III	\$65.58	\$2.62	\$2.62	\$70.82

#### 24.6.5.2 Seniority Rate:

Effective September 1, 2010, September 1, 2011 and September 1, 2012, 1.68%, 2.02% and 1.81%, respectively, shall be added to the base non-seniority rate of eligible Members in accordance with 24.1.3.

<b>Music Therapy Instructors Seniority Hourly Rates</b> September 1, 2010 - August 31, 2011				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Support Supervisor	\$48.42	\$1.94	\$1.94	\$52.30
Supervisor I	\$53.79	\$2.15	\$2.15	\$58.09
Supervisor II	\$59.18	\$2.37	\$2.37	\$63.92
Supervisor III	\$64.54	\$2.58	\$2.58	\$69.70

<b>Music Therapy Instructors Seniority Hourly Rates</b> September 1, 2011 - August 31, 2012				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Support Supervisor	\$49.40	\$1.98	\$1.98	\$53.36
Supervisor I	\$54.88	\$2.20	\$2.20	\$59.28
Supervisor II	\$60.38	\$2.42	\$2.42	\$65.22
Supervisor III	\$65.84	\$2.63	\$2.63	\$71.10

<b>Music Therapy Instructors Seniority Hourly Rates</b> September 1, 2012 - August 31, 2013				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Support Supervisor	\$50.29	\$2.01	\$2.01	\$54.31

Supervisor I	\$55.87	\$2.23	\$2.23	\$60.33
Supervisor II	\$61.47	\$2.46	\$2.46	\$66.39
Supervisor III	\$67.03	\$2.68	\$2.68	\$72.39

**24.6.6 Schedule of Pay for Music Coach-Accompanists:**

**24.6.6.1 Non-Seniority Rate:**

<b>Music Coach-Accompanist Non-Seniority Hourly Rates</b> September 1, 2010 - August 31, 2011				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Coach-Accompanist I	\$36.21	\$1.45	\$1.45	\$39.11
Coach-Accompanist II	\$41.69	\$1.67	\$1.67	\$45.03
Coach-Accompanist III	\$49.29	\$1.97	\$1.97	\$53.23
Coach-Accompanist IV	\$52.67	\$2.11	\$2.11	\$56.89

<b>Music Coach-Accompanist Non-Seniority Hourly Rates</b> September 1, 2011 - August 31, 2012				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Coach-Accompanist I	\$36.84	\$1.47	\$1.47	\$39.78
Coach-Accompanist II	\$42.42	\$1.70	\$1.70	\$45.82
Coach-Accompanist III	\$50.15	\$2.01	\$2.01	\$54.17
Coach-Accompanist IV	\$53.59	\$2.14	\$2.14	\$57.87

<b>Music Coach-Accompanist Non-Seniority Hourly Rates</b> September 1, 2012 - August 31, 2013				
Category	Base Rate	In lieu of Benefits	Vacation	Salary
Coach-Accompanist I	\$37.52	\$1.50	\$1.50	\$40.52
Coach-Accompanist II	\$43.20	\$1.73	\$1.73	\$46.66
Coach-Accompanist III	\$51.08	\$2.04	\$2.04	\$55.16
Coach-Accompanist IV	\$54.58	\$2.18	\$2.18	\$58.94

**24.6.6.2 Seniority Rate:**

Effective September 1, 2010, September 1, 2011 and September 1, 2012, 1.68%, 2.02% and 1.81%, respectively, shall be added to the base non-seniority rate of eligible Members in accordance with 24.1.3.



<b>Music Coach-Accompanist Seniority Hourly Rates</b>				
<b>September 1, 2010 - August 31, 2011</b>				
<b>Category</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
<b>Coach-Accompanist I</b>	\$36.92	\$1.48	\$1.48	\$39.88
<b>Coach-Accompanist II</b>	\$42.51	\$1.70	\$1.70	\$45.91
<b>Coach-Accompanist III</b>	\$50.26	\$2.01	\$2.01	\$54.28
<b>Coach-Accompanist IV</b>	\$53.71	\$2.15	\$2.15	\$58.01

<b>Music Coach-Accompanist Seniority Hourly Rates</b>				
<b>September 1, 2011 - August 31, 2012</b>				
<b>Category</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
<b>Coach-Accompanist I</b>	\$37.67	\$1.51	\$1.51	\$40.69
<b>Coach-Accompanist II</b>	\$43.37	\$1.73	\$1.73	\$46.83
<b>Coach-Accompanist III</b>	\$51.28	\$2.05	\$2.05	\$55.38
<b>Coach-Accompanist IV</b>	\$54.79	\$2.19	\$2.19	\$59.17

<b>Music Coach-Accompanist Seniority Hourly Rates</b>				
<b>September 1, 2012 - August 31, 2013</b>				
<b>Category</b>	<b>Base Rate</b>	<b>In lieu of Benefits</b>	<b>Vacation</b>	<b>Salary</b>
<b>Coach-Accompanist I</b>	\$38.35	\$1.53	\$1.53	\$41.41
<b>Coach-Accompanist II</b>	\$44.15	\$1.77	\$1.77	\$47.69
<b>Coach-Accompanist III</b>	\$52.21	\$2.09	\$2.09	\$56.39
<b>Coach-Accompanist IV</b>	\$55.78	\$2.23	\$2.23	\$60.24

**24.7 Field Supervisors in the Faculty of Education:**

24.7.1 Compensation for Members appointed as Field Supervisors in the Faculty of Education shall be in accordance with Article 24, subject to the modifications set out below.

24.7.2 Members appointed as Field Supervisors in the Faculty of Education shall receive supplementary compensation for each student and for each school in which supervision takes place, in excess of the one-term course equivalents established in 16.10.1 This supplementary compensation shall be determined by one of the following, whichever is less:

- (a) Members shall receive supplementary compensation of \$300 for each student they supervise over a maximum of twelve (12) students and shall receive supplementary compensation of \$300 for each school in which this supervision takes place over a maximum of four (4) schools; or
- (b) Members shall receive supplementary compensation of \$300 for each student they supervise over a maximum of fifteen (15) students and shall receive supplementary compensation of \$300 for each school in which this supervision takes place over a maximum of three (3) schools;

## **24.8 Librarian Members:**

- 24.8.1 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.
- 24.8.2 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.
- 24.8.3 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 seventeen (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 two (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 (2) 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 seventeen (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 four (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 two (2) weeks the Member shall receive 100% of her salary;
- (b) for up to a maximum of four (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 two (2) weeks the Member shall receive 100% of her salary;
- (b) for up to a maximum of fifteen (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 five (5) consecutive days, to be taken at the discretion of the Member within four (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.

- 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.

#### **25.4 Parental Leave:**

- 25.4.1 A Member who is a parent and who has been employed by the University for at least thirteen (13) weeks before the birth of a child or thirteen (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 thirty-five (35) weeks in the case of the birth mother and thirty-seven (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 fifty-two (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.
- 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 two (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.
- 25.4.3 If a Member on Parental Leave wishes to take less than thirty-five (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 four (4) weeks prior to the expected date of return.

#### **25.5 Parental Leave – Supplementary Benefits:**

- 25.5.1 During the period of Parental Leave, a Member who has been employed by the University for at least thirteen (13) weeks before the birth of a child or thirteen (13) weeks before a child comes into the parents' 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 B Supplementary Benefits under 25.2.3, 25.2.4 and 25.2.5.
- 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.
- 25.5.3 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:
- (a) for the first two (2) weeks the Member shall receive 100% of his/her salary; and
  - (b) for the next four (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:**

- 25.6.1 An Extended Parental Leave without pay, up to a maximum of thirty-four (34) weeks, shall be given to a Librarian Member with a Part-time Continuing Appointment. An Extended Parental Leave shall commence within thirty-six (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 three (3) months prior to the commencement of the Extended Parental Leave.

At least three (3) months prior to the intended date of return, the Member shall notify the University Librarian of the date of his/her intended return.

- 25.6.2 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.
- 25.6.3 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.

## **25.7 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 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 Deans of the academic units, 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: Members' 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 For a Member teaching in more than one academic unit, the Dean or designate responsible for the Member's Official File under 26.3 shall keep a record of a Member's seniority points, and shall inform the Member and the Department Chair(s) or equivalent of the evaluation for seniority

status under 13.6.2.4. Upon the receipt of this notice, the Member shall select which Part-time Appointment Committee will evaluate his/her application for seniority status, and shall inform the Dean who gave notice of the evaluation. The Member shall give notice of this choice to the Part-time Appointment Committee in a letter of application accompanying the documents and other materials specified in 13.6.2.4. The Committee will make its recommendation to the Dean of its academic unit. The Dean who receives the Committee's recommendation shall invite comment on the application and Committee's recommendation from the Dean of the other academic unit in which the Member has taught courses.

- 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 Leave, 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 Article 27, 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 27.8 or 27.9.
- 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: SUPPLEMENTARY REMUNERATION, FUNDS FOR ACADEMIC AND PROFESSIONAL DEVELOPMENT, AND EXPENSE REIMBURSEMENT**

### **27.1 General:**

- 27.1.1 To facilitate the fulfilment of their duties and responsibilities under 16.1.2 or 17.1.4, as appropriate, the University shall provide to Members supplementary funds to assist with their teaching and/or professional practice, and support for their scholarship, research, creative activities, and/or professional development.

### **27.2 Marking and Grading Allowance:**

- 27.2.1 In accordance with 16.3.9, a CAS Member who does not opt for marking/grading assistance under 16.3.9.1 (b), shall be paid a marking/grading allowance, under the terms of 16.3.9.1 (a), of \$16.00 per student for each student in excess of fifty (50) to a maximum payment of \$1,200 . As of September 1, 2011, this allowance shall be \$19.00 per student for each student in excess of fifty (50) to a maximum payment of \$1900. The student numbers shall be those on the University's official count date each term, and the allowance shall be added to the Member's pay for the final pay period of the term (the official count day for Spring term courses shall be July 1). For two-term courses, the Member shall receive payment in the first term based on the first term count, and payment in the second term based on the second term count.

### **27.3 Coordination of Large Classes:**

- 27.3.1 In accordance with 16.3.10, CAS Members appointed to teach courses with larger class sizes which have multi-sections or which have tutorial or lab sections, in which they have three (3) classroom contact hours a week, and they 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 counseling and administrative responsibilities associated with larger classes.

**27.4 Advising, Supervision and Examination of Undergraduate and Graduate Students:**

27.4.1 CAS Members who have an appointment for the advising, supervision, or examination of an undergraduate or graduate thesis or research paper under the terms of 16.1.4, shall receive a payment according to the schedule in Appendix E.

**27.5 Additional Academic or Librarian Practice Responsibilities:**

27.5.1 For assigned academic responsibilities in addition to teaching under the terms of 16.5.1 or for professional librarian service in addition to the hourly work week under 17.2, a Member shall be compensated at the hourly rate of \$35.00. Additional academic or librarian practice responsibilities shall be approved, in advance, by the Dean or University Librarian, as appropriate.

**27.6 Deferred Exams or Field Supervisions:**

27.6.1 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.

27.6.2 Should a Member be asked by the Dean to provide field supervision in the Faculty of Education for a practicum outside the three normally-scheduled practicum sessions in the fall and winter terms, the Member shall receive compensation for this work on the basis of \$250 per student for each practicum session the Member supervises.

**27.7 Professional Expense Reimbursement:**

27.7.1 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. Commencing September 1, 2011, this amount shall be increased to \$125 per Member for each academic term in which they teach a course.

27.7.2 Librarian Members shall have an annual Professional Expense Reimbursement of up to \$500. For Librarians Members on appointments of less than twelve (12) months duration, the amount of the reimbursement shall be prorated on the number of months of the appointment.

27.7.3 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, memberships in academic and professional associations related to a Member's employment at the University, equipment and supplies, and travel expenses related to academic and professional development.

27.7.4 For CAS Members, eligible expenditures must occur within the period commencing with the signing of their letter of appointment to the terminal date of their latest appointment during the contract year, and requests for reimbursement shall be subject to 27.7.3.

27.7.5 CAS Members may make requests for reimbursement for amounts in excess of \$50.00 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 fifteen (15) days after the terminal date of their latest appointment during the contract year.

27.7.6 Librarian Members may make requests for reimbursement for amounts in excess of \$50.00 at any time following the commencement of their appointment. For Librarian Members, requests for reimbursement shall be made no later than fifteen (15) days after the end of their appointment, or for Librarian Members with Part-time Continuing Appointments, annually no later than July 15.

27.7.7 For Librarian Members with Part-time Continuing Appointments, monies unspent in a Member's

Professional Expense Reimbursement for a twelve (12)-month period, shall be added to the Member's allowance for the next year. For Librarian Members, the amount of the carry-over shall not exceed the maximum reimbursement allowable under 27.7.2.

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

## **27.8 Research Funds:**

27.8.1 Effective September 1 of each contract year, an annual fund of \$25,000 shall be made available to assist CAS and Librarian Members with the cost of scholarship, research, and creative activities related to a Member's responsibilities under Articles 16 or 17, as appropriate. Funds will be available for research-related expenses including but not limited to 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 application procedure and conditions of a grant under this clause are as follows:

- (a) Members apply for research funds 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 shall include a summary of the scholarly, research, creative or professional development project; the purpose for which funds are needed; the relationship of the project to the Member's teaching and/or professional responsibilities; a budget; and the date for the conclusion of the project;
- (b) the maximum grant under this fund is \$1,500 and the minimum award is for \$500 unless the Member requests a lesser amount;
- (c) any award of research funds shall be concluded on or before the termination of a Member's appointment or within twelve (12) months of the award whichever comes first. Any unspent monies shall be made available to other applicants under this Research 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 twelve (12) months.

27.8.2 By September 15, the Vice-President: Academic shall report to the Association on the research funds under 27.8.1 with the names of the applicants and the amounts requested; the names of the recipients and the amount awarded to each recipient in the previous contract 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.

## **27.9 Research Support Grants:**

27.9.1 In addition to the research fund under 27.8, no less than three (3) Research Support Grants (paid as a salary equivalent to the salary of a one-term undergraduate course) will be available to CAS and Librarian Members each contract year according to the following:

- (a) CAS Members with seniority status who do not have a full-time academic appointment at another post-secondary institution, or Librarian Members with a Part-time Continuing Appointment who have been employed by the University during two (2) previous academic years are eligible to apply for a Research Support Grant;
- (b) an application for a Research Support Grant 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;
- (c) applications may be for research projects undertaken jointly with full-time faculty members as long as the applicant is a co-researcher and co-author of any publication that results from the project;



- (d) applications shall be submitted in writing to the Vice-President: Academic, and copied to the Dean or University Librarian as appropriate, by September 1st of each year; the application shall indicate the proposed academic term of the research support grant (grants may be used in the subsequent winter, spring or fall term);
- (e) the Dean or University Librarian as appropriate shall make a recommendation on the application to the Vice-President: Academic, and the Vice-President: Academic may consult with the Associate Vice-President: Research;
- (f) applications shall be adjudicated by the Vice-President: Academic, and applicants shall be notified by the Vice-President: Academic of the awarding of grants by October 15;
- (g) by October 15, the Vice-President: Academic shall send a letter to unsuccessful applicants explaining the reasons for the decision not to award a grant;
- (h) Members who have received a Research Support Grant may apply for research funds under 27.8.1, and under 16.2.1 (e); upon request they shall receive assistance from the University Research Office in making applications to external granting agencies;
- (i) a Research Support Grant for CAS Members is equivalent to a one-term course and shall be counted as such for purposes of 16.3.2 and 16.3.4, and for professional expense reimbursement under 27.7.1;
- (j) CAS 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 twenty-four (24) months;
- (k) Librarian Members who have received a Research Support Grant under this clause are only eligible to apply for a further grant after a period of two (2) academic years;
- (l) Within thirty (30) days following the end of the academic term of a Research Support Grant, the Member shall provide to the Vice-President: Academic, copied to the Member's Dean or University Librarian as appropriate, a report on research, scholarly and professional activities during the period of the grant.

27.9.2 By September 15, the Vice-President: Academic shall report to the Association on research grants under 27.9.1 giving the names of applicants, 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 were provided for under 27.9.1, the Vice-President: Academic's report 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. Any unspent monies shall be added to the research support grant funds under 27.9.1 available in the following year to a maximum fund of four (4) times the salary of a one-term course in the current contract year.

27.9.3 Requests for advances and reimbursement of expenses must be submitted on the appropriate University forms in accordance with the University's accounting procedures. Expenses for travel costs shall be in accordance with University limits set out in 27.10. Any changes to the University forms shall only be made with the consent of the Association.

## **27.10 Travel Reimbursement Rates:**

27.10.1 Requests for travel advances and payment of travel claims 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.

27.10.2 Effective September 1, 2010 to June 30, 2011, the following specific limits are set for all University travel expenses:

- (a) the car allowance is \$.40/km; parking charges are also included for reimbursement;

- (b) airline, bus, taxi, and railway fares, and hotel accommodations shall be reimbursed upon submission of the appropriate documentation;
- (c) the amounts allowed for per diem expenses (in Canadian dollars for travel in Canada, and in U.S. dollars for travel outside Canada) without receipts are:

\$10 – breakfast

\$15 – lunch

\$30 – dinner

\$15 – incidentals

\$70 - Total

27.10.3 Effective July 1, 2011, the limits for all University travel expenses shall be the limits set out in the Collective Agreement for Full-time Faculty and Librarians.

## **ARTICLE 28: EMPLOYMENT OF NON-MEMBERS**

- 28.1 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).
- 28.2. 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.
- 28.3 Within thirty (30) days of the end of each academic term, the University shall provide the Association with a report of courses taught by non-Members as paid overload. The report shall include the name of the instructor, the department, course number and title, and total number of one-term course equivalents taught by each non-Member on overload during the term. Quarter courses or portions of team taught courses shall be expressed as a decimal fraction of a one-term course.

## **ARTICLE 29: NO STRIKES OR LOCK-OUTS**

- 29.1 There shall be no strikes and no lock-outs, as defined by the Ontario *Labour Relations Act, 1995*, as amended, so long as this Agreement continues to operate.

## **ARTICLE 30: AMALGAMATION, CONSOLIDATION, MERGER, OR EXPANSION OF THE UNIVERSITY**

- 30.1 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, 1995* as amended from time to time, shall apply.
- 30.2 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.

- 30.3 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 31: TRANSITION TO THE AGREEMENT**

- 31.1 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.
- 31.2 Unless otherwise stated in the Agreement, terms and conditions of employment for appointments commencing September 1, 2010 shall be in accordance with this Agreement.
- 31.3 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 32: TERM OF AGREEMENT – DURATION**

- 32.1 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, 2013. This Agreement shall automatically renew itself on August 31, 2013 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, 2013, and any subsequent expiry date thereafter, that it desires to bargain with a view to the renewal, with or without modifications, of this Agreement, or that it desires to bargain with a view to the making of a new Agreement.

**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 DOTH 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

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(SEAL)

## **APPENDIX B:**

### **APPEAL OF RESEARCH GRANT**

Within two months of the ratification of the Agreement, the Joint Liaison Committee shall appoint a mutually agreed upon panel of eight Members to be available for service on a Research Grants Appeal Committee.

Before initiating an appeal of the denial of a research grant, the Member shall write to the Associate Vice-President: Research requesting a written statement of reasons for the denial of the grant. The Associate Vice-President: Research or designate shall respond to this request within 5 days of receipt of the request. If the Member wishes to proceed with the appeal of the denial of an internal research grant or instructional development grant, the Member shall make a request for an appeal in writing to the President within 10 days of receipt of this written statement of reasons. If no written statement of reasons is provided by the Associate Vice-President: Research or designate, the Member shall make a request for an appeal in writing to the President within 15 days of receipt of the notice of denial of the grant application.

The President shall notify the Association of the appeal and shall convene a Research Grant Appeal Committee, comprised of three members chosen from the panel appointed by the Joint Liaison Committee. One member shall be first appointed by the University, and then one member appointed by the appellant. A third member shall be selected from the panel by these two representatives, and shall chair the committee. No one shall serve on the Committee who has a conflict of interest as defined under Article 9.

Within 15 days of the Member's request for an appeal, the Research Grants Appeal Committee shall commence its hearings. The appellant shall provide a written statement of reasons for the appeal including matters relevant to policy and procedure as well as to the academic grounds for the appeal. Upon the request of the Committee, the University shall provide the information which the Committee deems relevant to the appeal. The Member and the Associate Vice-President: Research or designate shall be invited to appear before the Committee. The Member may be accompanied by a representative of the Member's choice. The Member may choose not to appear before the Committee.

Within 25 days of the Member's request for an appeal, the Committee shall report its findings with a written statement of reasons to the Member and to the President, with a copy to the Association. If the Committee finds in favour of the appellant, the Committee shall recommend to the President the award of a research or instructional development grant, or other forms of remedy it deems appropriate. Within five (5) days of receiving the Committee's report, the President shall inform the Member, with a statement of reasons, of his decision on the appeal. The President's decision shall be copied to the Association.

## APPENDIX C:

### SENIORITY POINTS AND SENIORITY STATUS IN MU251

The Parties agree that seniority points for MU251 shall be allocated on the following basis:

Course #	Course name	Cr wgt	Seniority point allocation
MU251A	Instrumental Techniques: Percussion	.5	1 point for the course – if more than one instructor, the point is prorated on basis of salary
MU251B	Instrumental Techniques: Trumpet and French Horn	.5	1 point for trumpet 1 point for french horn (even if same instructor)
MU251C	Instrumental Techniques: Trombone and Tuba	.5	1 point for trombone 1 point for tuba (even if same instructor)
MU251D	Instrumental Techniques: Flute, Clarinet and Saxophone	.5	1 point for flute 1 point for clarinet 1 point for saxophone (even if same instructor)
MU251E	Instrumental Techniques: Oboe and Bassoon	.5	1 point for oboe 1 point for bassoon (even if same instructor)
MU251F	Instrumental Techniques: Violin and Viola	.5	1 point for violin 1 point for viola (even if same instructor)
MU251H	Instrumental Techniques: Violoncello and Double Bass	.5	1 point for violoncello 1 point for double bass (even if same instructor)
MU251K	Instrumental Techniques: Recorder	.5	1 point for course
MU251L	Instrumental Techniques: Guitar	.5	1 point for course
MU251M	Voice Techniques	.5	1 point for course
MU251N	Instrumental Techniques: Guitar – music therapy stream	.5	1 point for course
MU251T	Music and New Technology	.5	1 point for course

In those sections of MU251 where seniority points are allocated by instrument, a Member shall be eligible for seniority status in that instrument when he/she has accrued at least three (3) seniority points in that instrument in not less than 24 months. Seniority points accrued by instrument in MU251 cannot be applied towards seniority status in other instruments in MU251, and seniority status achieved in one instrument in MU251 does not apply to another instrument in MU251 as a substantially similar course.

## **APPENDIX D:**

### **ACCESSIBLE LEARNING AND ACCESS TO LEARNING MANAGEMENT SYSTEM COURSE SITES FOR VISUALLY IMPAIRED STUDENTS**

The Parties support the principle of accommodation for students with disabilities to provide for their inclusion and full participation in the university community, and further recognize that the University is bound by legislation to provide accommodation for students with disabilities (Ontario Human Rights Code: Ontarians with Disabilities Act 2001).

The Parties further accept that such accommodation shall be made in ways that do not infringe upon the Intellectual Property of full-time faculty Members under Article 36 of the full-time collective agreement and of CAS Members under Article 20 of the part-time collective agreement.

In order to provide access to course materials for visually impaired students, the parties agree that the transcriptionist in Accessible Learning shall be given access to the learning management system site for a course in which a visually impaired student is enrolled. On any transcription of course material, the transcriptionist shall include the following statement:

“This transcription is derived from course material which is the intellectual property of the course instructor, and is provided solely for the purpose of study in the course and shall not be copied or reproduced for any other purpose.”

By his/her signature on the form attached, the transcriptionist shall signify his/her recognition of the instructor's intellectual property in the course materials, and agrees that the transcription is only for the purpose of the student's study in the course and shall not be reproduced for any other purpose. Once this statement has been signed and sent to the course instructor, the transcriptionist shall be given this access to the learning management system site.

The Parties further agree that if the procedure above is followed the University has acted in a manner consistent with the intent of 18.4.7 and 36.2.2 of the full-time collective agreement and 16.8.2.3 and 20.2.2 of the part-time collective agreement.

**Accessible Learning – Transcription Technology**

Instructor:

Course:

Term:

A student requiring transcription technology services has enrolled in your course. In order to accommodate visually impaired students, as required by the Ontario Human Rights Code and as agreed to by the University and WLUFA, a transcription technologist from Accessible Learning will be given access to the WebCT site for the course.

By the signature below, the transcription technologist recognizes the instructor's intellectual property in the course materials, and agrees to use this material only for the purpose of the student's study in the course and not to reproduce the material for any other purpose.

The transcriptionist shall include the following statement on any transcription of course material:

“This transcription is derived from course material which is the intellectual property of the course instructor, and is provided solely for the purpose of study in the course and shall not be copied or reproduced for any other purpose.”

**Transcription Technologist**

signed \_\_\_\_\_

dated \_\_\_\_\_

**Instructor:**

To facilitate the student's access to course materials, **please contact** [webct@wlu.ca](mailto:webct@wlu.ca))

Should you have any questions concerning this student or this process please feel free to contact the Accessible Learning Office at Ext.3086. We appreciate your prompt attention to this matter.



## APPENDIX E:

### SCHEDULE OF PAY FOR DUTIES INVOLVING THE ADVISING, SUPERVISION AND EXAMINING OF STUDENTS UNDER 27.4

Duty	Pay (Effective September 1, 2008)
PhD comprehensive exam	\$100
Committee reviewing a MA/MSc/PhD thesis proposal	\$100
Co-supervision of a MA/MSc thesis	\$500
Co-supervision of a PhD thesis	\$500 per year to a maximum of \$2,000
Examining a MA/MSc/MBA essay	\$200
Examining a PhD thesis	\$300
Supervision of a BA thesis/research paper	\$500
Supervision of a one-term directed reading course	\$500 for one student plus \$200 for each additional student to a maximum of 6 students

**APPENDIX F:  
(13.3.2)**

**JOB POSTING FORM FOR CONTRACT ACADEMIC STAFF  
(web-page representation)**

<b>Department:</b>		<b>Course Name/ #:</b>	
<b>Term:</b>	Start/ End Dates	<b>Day(s)/ Times:</b>	
<b>Location/ Type:</b>	<ul style="list-style-type: none"> <li>• Waterloo</li> <li>• Brantford</li> <li>• Kitchener</li> <li>• Online Learning</li> </ul>	<b>Hours per Week/ Hours Total:</b>	
<b>Anticipated Class Size:</b>		<b>Additional Course Requirements:</b>	<ul style="list-style-type: none"> <li>• None</li> <li>• Lecture Attendance</li> <li>• Lab</li> <li>• Tutorial</li> <li>• Screening</li> </ul>
<b>Notes on Additional Course Requirements:</b>		<b>Hours for Additional Course Requirements:</b>	
<b>Salary:</b>			
<b>Qualifications:</b>			
<b>Required:</b> <ul style="list-style-type: none"> <li>• Doctoral Degree</li> <li>• Master's Degree</li> <li>• Bachelor's Degree</li> </ul>		<b>If Applicable:</b> <ul style="list-style-type: none"> <li>• Discipline</li> <li>• Area of Specialization 1</li> <li>• Area of Specialization 2</li> <li>• Professional Designation</li> <li>• Other</li> </ul>	
<b>Submit with Application:</b>			
<ul style="list-style-type: none"> <li>• Cover Letter</li> <li>• CV</li> <li>• Letters of Reference</li> <li>• Teaching Dossier</li> </ul> <p><b>ADDRESS APPLICATIONS TO:</b></p> <p><b>APPLICATION DEADLINE:</b></p> <p><b>This appointment is in accordance with the Part-time Contract Academic Staff Collective Agreement, for which the Wilfrid Laurier Faculty Association (WLUFA) is the exclusive bargaining agent.</b></p>			
<b>Posted On:</b>		<b>Posting Ends:</b>	

## APPENDIX G:

### CAS ROSTER APPLICATION FORM

**Due: April 15th**

Members who wish to submit an application for courses before they are posted shall submit this form by April 15. Otherwise, Members may apply for courses as they are posted. Members shall apply to the roster for each faculty/ department/program in which they wish to be considered (e.g., SBE, Biology, Chemistry, English, Cultural Studies, etc.).

All applicants shall complete Section A.

Applicants to the Faculty of Music shall also complete section B.

Applicants who were formerly members of the CAS Bargaining Unit and are now returning to the Bargaining Unit after a period of employment with the Full-time Bargaining Unit shall also complete Section C.

Applicants who are new to the CAS Bargaining Unit and whose previous employment has been solely with the full-time bargaining unit shall also complete Section D.

Any information that you feel is not covered by this roster application form and its attached materials may be noted in a cover letter.

#### **SECTION A: ALL MEMBERS/ APPLICANTS**

**DATE SUBMITTED:** \_\_\_\_\_

PERSONAL INFORMATION				
Name:		WLU ID Number:		
Department/Program:				
Email address:				
Telephone:				
Contact Information for May 1 to August 30 (if different from above)	Email:	Dates Unavailable for Contact (if any):		
	Telephone:			
Materials Attached to this Application:	Current C.V. (Required)	List any other material(s): cover letter, teaching dossier, etc. (Optional)		
SENIORITY INFORMATION:			Total Seniority Points as of April 15	
List the courses in which you have seniority status				

AVAILABILITY INFORMATION				
Workload:				
Number of courses preferred per term:	FALL		WINTER	Spring/ Intersession/ Summer
Campus Availability:	Waterloo		Brantford	
Courses:				
Courses you are interested in teaching:				

**SECTION B: MUSIC FACULTY – APPLICANTS FOR HOURLY INSTRUCTION**

AVAILABILITY INFORMATION			
Note below the Hour(s) per week in each term you are interested in teaching			
TERM	Fall	Winter	Spring
HOURS PER WEEK			

**SECTION C: APPLICANTS RETURNING TO THE CAS BARGAINING UNIT**

List all courses (regular and overload) taught with the full-time bargaining unit since you left the CAS Bargaining Unit (c.f. 13.6.1.3)			

**SECTION D: APPLICANTS ENTERING THE CAS BARGAINING UNIT**

List all courses (regular and overload) taught with the full-time bargaining unit during this year and the previous academic year (c.f. 13.6.1.y)			

<b>Office Use Only:</b>	
Received by:	Date:

## ASSESSMENT OF CAS CANDIDATES UNDER 13.5.1

This form shall be used for the assessment of candidates for CAS positions under Article 13.5.1 and shall not be used to evaluate Members for any other purpose. A form must be completed for each candidate and appended to the minutes of the PTAC meeting(s).

### Assessment Form for CAS Candidates

<b>NAME</b>	
<b>Information used in the assessment:</b>	
List all sources of information used to assess the candidate, including teaching dossier; teaching evaluations from WLU; teaching evaluations from another institution(s); the Member's official file, if applicable; any other information provided by the candidate (specify).	
<b>(a) requisite academic qualifications (circle one)</b>	<b>yes      no</b>
<b>(b) satisfactory record of teaching</b>	/ 17
<b>(c) teaching experience in the posted course or similar course</b>	/ 16
<b>(d) total seniority points</b>	/ 15
<b>(e) other relevant qualifications</b>	/ 14
<b>TOTAL POINTS</b>	<b>/ 62</b>

**(a) Requisite Academic Qualifications:**

The applicant has the requisite academic qualifications for the position as posted, i.e., the relevant academic degree or certificate, education in the academic specialty, and/or the appropriate professional training and experience. Departments shall specify the minimum degree necessary for the position and they should specify the area or field for the required degree. Departments may also specify recognized professional degrees or designations or specialized training (e.g., LLB, BEd, CA, language proficiency). If the applicant does not have the requisite academic qualifications for the position as posted, he/she shall not be considered for the position.

**(b) Satisfactory record of teaching:**

The assessment of the candidate's teaching record shall be based on the candidate's university teaching evaluations under Article 19, or the equivalent from another institution, the candidate's teaching dossier, and any other information submitted by the candidate.

**17 points**

- less than satisfactory performance – 5 points
- satisfactory performance – 8 points
- above satisfactory performance – 11 points
- very good level of performance – 14 points
- excellent performance – 17 points

**(c) Teaching experience in the posted course or similar courses:**

**16 points**

- No experience in posted or similar course(s) – 0 points
- Some experience in similar course(s) – 4 points
- Extensive experience in similar course(s) – 8 points
- Has taught the posted course – 12 points
- Has taught the posted course more than once – 16 points

**(d) Total seniority points:**

**15 points**

- The applicant has accrued a total of ten (10) or more seniority points

**(e) Relevant qualifications including scholarship in the field and/or relevant professional experience:**

**14 points**

Indicate the candidate's qualifications and experience.

- Qualifications must be directly relevant to position advertised

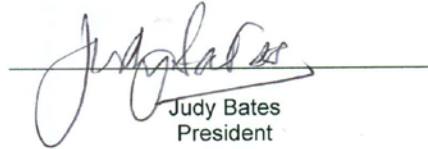
This Collective Agreement signed at Waterloo, Ontario, this 17 day of November, 2011.

On behalf of  
Wilfrid Laurier University



Max Blouw  
President  
and Vice-Chancellor

On behalf of  
Wilfrid Laurier University  
Faculty Association



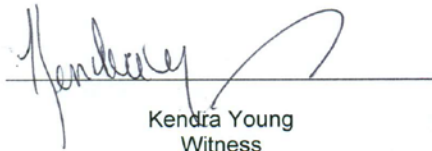
Judy Bates  
President



Ian Campbell  
Chief Negotiator



Sheila McKee-Protopapas  
Chief Negotiator



Kendra Young  
Witness

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