Print Version Pending

COLLECTIVE AGREEMENT

between

Wilfrid Laurier University and

Wilfrid Laurier University

Faculty Association

for

Contract Teaching Faculty and Part-time Librarians

September 1, 2025 to August 31, 2028

Print Version Pending

Contents

ARTICLE 1: PREAMBLE 1
ARTICLE 2: DEFINITIONS 1
ARTICLE 3: RECOGNITION, RIGHTS AND PRIVILEGES OF THE ASSOCIATION 7
3.1 Recognition 7
3.2 Association Facilities 8
3.3 Association Membership and Service 8
3.4 Dues Check-Off 8
3.5 Rights of the Association 8
ARTICLE 4: UNIVERSITY RIGHTS AND GENERAL ADMINISTRATION 9
4.1 University Rights 9
4.2 Working Environment 9
ARTICLE 5: JOINT LIAISON COMMITTEE 11
ARTICLE 6: CORRESPONDENCE AND INFORMATION 11
ARTICLE 7: ACADEMIC FREEDOM 12
ARTICLE 8: NON-DISCRIMINATION 13
ARTICLE 9: CONFLICT OF INTEREST 14
ARTICLE 10: EVALUATION OF A MEMBER'S PERFORMANCE AND PROFESSIONAL DEVELOPMENT EVALUATION 15
10.1 Evaluation of a Member's Performance 15
10.2 Professional Development Evaluation 15
ARTICLE 11: GOVERNANCE AND COLLEGIALITY 17
11.1 Board of Governors and Senate 17
11.2 Collegiality 17
ARTICLE 12: MEMBERS' OFFICIAL FILES 18
12.2 Contents of the Official File 19
12.3 Access to the Official File 20
ARTICLE 13: APPOINTMENT OF CONTRACT TEACHING FACULTY 20
13.1 Equity in Appointments 20
13.2 Appointment Process 20
13.3 Part-time Appointment Committee (PTAC) 21
13.4 The Posting of Positions 22
13.5 Application for a Position 24

Print Version Pending

13.6 Criteria for Appointment 25
13.7 Seniority 26
13.8 Letter of Appointment 40
13.9 Cancellation of Contracted Work 42
13.10 CTF Appointments in the Faculty of Music 43
ARTICLE 14: APPOINTMENT OF PART-TIME LIBRARIANS 49
14.1 Academic Status and Appointment of Part-time Librarians 49
14.2 Contract Appointment 49
14.3 Part-time Continuing Appointment 50
14.4 Initiating and Recommending Appointments 51
14.5 Posting of Positions 51
14.6 Application for a Position 52
14.7 Criteria for Appointment 52
14.8 Letter of Appointment 53
ARTICLE 15: PROMOTION OF PART-TIME LIBRARIANS 53
15.1 General 53
15.2 Progression to Promotion 53
ARTICLE 16: DUTIES, RESPONSIBILITIES AND WORKLOAD OF CTF MEMBERS 54
16.1 Duties and Responsibilities 54
16.2 Teaching, Scholarship and Research 56
16.3 Teaching Workload 56
16.4 Student/Faculty Ratio 59
16.5 Academic Responsibilities in Addition to Teaching 60
16.6 Report of Activities 61
16.7 Information Technology 61
16.8 Virtual Asynchronous and Other Special Types of Teaching 62
16.9 Music Studio Instructor/Music Therapy Supervisor/Music Coach-Accompanist Additional Duties 63
16.10 Workload for Field Supervisors in the Faculty of Education 63
Article 17: Part-time Librarian Duties, Responsibilities & Workload 64
17.1 Duties and Responsibilities 64
17.2 Part-time Librarian Members' Hours of Work 66

Print Version Pending

17.3 Annual Report of Activities 66
ARTICLE 18: LEAVES 67
18.1 Academic and Professional Leave 67
18.2 Compassionate Leave 67
18.3 Personal Leave 68
18.4 Compassionate Care Leave-Supplemental Benefit 68
18.5 Court Leave 68
18.6 Sick Leave 69
18.9 Leave of Absence for Librarian Members with Part-time Continuing Appointments 70
18.10 Vacation Entitlement 70
18.11 Holidays 71
18.12 General 71
ARTICLE 19: STUDENT COURSE FEEDBACK 72
19.1 Student Feedback Exercise Conducted by the Instructor 72
19.2 Student Course Surveys (SCSs) 72
19.3 Virtual Asynchronous (VA) SCSs 73
19.4 Music Student Course Surveys 74
19.5 Teaching Dossier 76
ARTICLE 20: INTELLECTUAL PROPERTY, PATENTS AND COPYRIGHT 76
20.1 General 76
20.2 Ownership and Rights of All Intellectual Property 77
20.3 Patents 77
20.4 Copyrights 78
ARTICLE 21: HARASSMENT 79
ARTICLE 22: DISCIPLINE 80
22.1 General 80
22.2 Suspension 81
22.3 Dismissal for Cause 81
22.4 Criminal Charges and Conviction 82
22.5 Harassment 82
ARTICLE 23: GRIEVANCES AND ARBITRATION 82
23.1 General 82

Print Version Pending

23.2 Time Limits and Technical Irregularities 83
23.3 Definitions 83
23.4 Grievances to be Filed at Step II 84
23.5 Informal Stage 84
23.6 Steps in the Formal Grievance and Arbitration Procedures 85
ARTICLE 24: BENEFITS AND PENSION 89
24.1 Tuition Benefits 89
24.2 Day Care 90
24.3 Athletic Facility Use and Parking 90
24.4 General Liability Insurance 90
24.5 Benefit Plans 90
24.6 Benefits for Members on Leave 91
ARTICLE 25: COMPENSATION 91
25.1 Salary 92
25.2 CTF Members' Salary for Undergraduate and Graduate Courses 92
25.3 Course Cancellation Fee 93
25.4 Music Studio Instructors, Music Therapy Supervisors and Music Coach-Accompanists 93
25.5 Ensemble Compensation 98
25.6 Field Supervisors in the Faculty of Education 98
25.7 Librarian Members 98
ARTICLE 26: PREGNANCY AND PARENTAL LEAVE 98
26.1 Pregnancy Leave 98
26.2 Pregnancy Leave – Supplementary Benefits 99
26.3 Post-Natal Leave 100
26.4 Parental Leave 101
26.5 Parental Leave – Supplementary Benefits 101
26.6 Extended Parental Leave for Librarian Members with Part-time Continuing Appointments 102
26.7 Other 102
ARTICLE 27: CTF MEMBERS TEACHING IN MORE THAN ONE UNIT 103
ARTICLE 28: SUPPLEMENTARY REMUNERATION, FUNDS FOR ACADEMIC AND PROFESSIONAL DEVELOPMENT, EQUITY DIVERSITY, INDIGENEITY AND INCLUSION FUND, AND EXPENSE REIMBURSEMENT 104

Print Version Pending

28.1 General 104
28.2 Marking, Grading, and Student Support Allowance 104
28.3 Coordination of Large Classes 104
28.4 Advising, Supervision and Examination of Undergraduate and Graduate Students 105
28.5 Additional Academic or Librarian Practice Responsibilities 105
28.6 Deferred Exams, Assessments and Field Supervisions 105
28.7 Professional Expense Reimbursement (PER) 105
28.8 Professional Development Fund 106
28.9 Equity, Diversity, Indigeneity and Inclusion Fund 107
28.10 Travel Reimbursement Rates 108
ARTICLE 29: EMPLOYMENT OF NON-MEMBERS 108
ARTICLE 30: NO STRIKES OR LOCKOUTS 108
ARTICLE 31: AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION 109
ARTICLE 32: TRANSITION TO THE AGREEMENT 109
ARTICLE 33: TERM OF THE AGREEMENT – DURATION 109
APPENDIX A: CERTIFICATE OF THE ONTARIO LABOUR RELATIONS BOARD 110
APPENDIX B: VICE-DEANS IN THE CONTRACT TEACHING FACULTY AND PART-TIME LIBRARIANS COLLECTIVE AGREEMENT 111
APPENDIX C: ACCESSIBLE LEARNING AND ACCESS TO LEARNING MANAGEMENT SYSTEM COURSE SITES FOR STUDENTS WITH PRINT DISABILITIES 112
APPENDIX D: SCHEDULE OF PAY FOR DUTIES INVOLVING THE ADVISING, SUPERVISION AND EXAMINING OF STUDENTS UNDER 28.4 113
APPENDIX E: JOB POSTING FORM FOR CONTRACT TEACHING FACULTY 114
APPENDIX F: TEACHING INTENTION FOR SENIORITY COURSES FORM (TISC FORM) 116
APPENDIX G: CANDIDATE APPLICATION FORM (CAF) 117
APPENDIX H: ASSESSMENT OF CANDIDATES UNDER 13.6.1 118
APPENDIX I: TEACHING DOSSIER 123
Letter of Understanding 125

Print Version Pending

ARTICLE 1: PREAMBLE

1.1 The Parties recognize that the object of Wilfrid Laurier 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. The Parties agree to cooperate in encouraging within Wilfrid Laurier University a climate of freedom, collegiality, responsibility and mutual respect in the pursuit of these objectives.

1.2 The Parties recognize that the goals of Wilfrid Laurier 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 contract teaching faculty and part-time 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 maintain collegial relations within the Wilfrid Laurier University community;

(d) to ensure the equitable treatment of Members through fair, open and transparent 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 also referred to as the Association, as defined in Article 2.

Print Version Pending

ARTICLE 2: DEFINITIONS

academic sub-unit, or department (or equivalent):
an academic division such as a department, program, whose 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 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.

academic unit:

a faculty, division, library, school, or other unit headed by a Dean, University Librarian (UL), or other person excluded from the Bargaining Unit as managerial by the certificate issued by the Ontario Labour Relations Board, January 10, 2001.

academic year:

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

Act:

The Wilfrid Laurier University Act, 1973, and The Wilfrid Laurier University Amendment Act, 2001, as amended.

Agreement:

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

Associate University Librarian:

an academic librarian who is accountable directly to the University Librarian and may be delegated to perform tasks in their name. Librarian Members shall report directly either to one supervising Associate University Librarian or to the University Librarian.

Associate Vice-President:

an Associate Vice-President of the University.

Association:

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

Bargaining Unit:

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:

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

CAS Member:

see Contract Teaching Faculty.

Chair:

with an initial upper-case letter, 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, a chair of a committee.

Contract Appointment:

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.

Print Version Pending

Contract Teaching Faculty (CTF Member):

a Member of the Bargaining Unit, referred to as part-time contract academic staff under the certificate of the Ontario Labour Relations Board, number 2704-00-R, January 10, 2001, who provides instruction in at least one university degree credit course; in the Agreement abbreviated as CTF Member.

contract year:

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

course:

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 2 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. Unless otherwise specified, a one-term course is equivalent to a 0.5 credit course.

day:

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

Dean:

the head of an academic unit that administers a program of study that leads to a degree.

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 and Contract Teaching Faculty in accordance with 11.2.2(e), with the elected representatives serving as voting members. The minimum number of voting members shall be 5. If there are not sufficient full-time members and Contract Teaching Faculty to properly constitute a department-in-council, the full-time members of the Department shall select additional full-time members from cognate disciplines in the academic unit. If sufficient additional full-time members from cognate disciplines in the academic unit are not available, full-time member(s) from the discipline or a cognate discipline from another academic unit or sub-unit shall be appointed. The Department members shall recommend these additional full-time members to the Dean; this recommendation shall be subject to the approval of the Dean, and such approval shall be in writing and sent to the Chair of the Department. The department-in-council may include other representatives as designated by department and Faculty policies.

designate:

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.

Divisional Faculty Council:

shall consist of all full-time faculty in each division; CTF in accordance with 11.2.2(b), with the elected Members serving as voting members; and at least one student representative of each academic administrative department having a program within that division.

Earnings:

the total compensation, inclusive of base stipend or hourly rate and supplemental pay in lieu of benefits and vacation pay, which the Member receives as outlined in Article 25: Compensation. A Librarian Member's earnings is the total compensation received for the period of a Contract Appointment, or for Librarian Members employed for a period of 12 months from July 1 to June 30, the earnings is the total annual pay for that year.

Faculty:

an academic faculty as defined by the Act.

Print Version Pending

faculty-in-council:

for the Faculty of Music, the Faculty of Education, and the Faculty of Social Work, the faculty-in-council includes all members of the full-time faculty bargaining unit in the academic unit as voting members; Contract Teaching Faculty in accordance with 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 24 hours or more per week during the period of their employment.

grievance:

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

intramural course:

a regular course normally taught on a University campus for academic credit; such courses do not include Additional Qualification courses offered by the Faculty of Education, 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:

a standalone or secondary instructional component of a course that involves experimental or practical work to support students in applying their learning.

librarians-in-council:

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:

all full-time and part- time professional librarians employed in the Library as librarians and other members as approved by Senate, and is chaired by the University Librarian.

Member:

when printed with an initial upper-case letter is a Member of the Bargaining Unit as defined by the certificate of the Ontario Labour Relations Board, number 2704-00-R, dated January 10, 2001, attached as Appendix A.

member:

when printed with an initial lower-case letter, a member of a committee or other group.

mode of delivery:

refers to the following Senate-approved course-level modes of delivery, as defined in the undergraduate academic calendar:

In-Person Course

The instructor and the students are in the same physical location at a scheduled day and time for the full contact hours of the course. A classroom is assigned to the course.

Virtual Asynchronous Course

Students interact with course materials online in their own time. Deadlines for assignments and tests apply.

Print Version Pending

There may be some synchronous components such as instructor office hours, group meetings, tests, and assessments. No classroom is assigned to the course.

Virtual Synchronous Course

The instructor and the students are in a synchronous virtual environment, through a technology such as Zoom, at a scheduled day and time for the full contact hours of the course. No classroom is assigned to the course.

Hyflex Course

The instructor is in the same physical location at a scheduled day and time for the full contact hours of the course, while providing virtual synchronous course lectures through simultaneous streaming. Students can choose to attend either mode for each individual class session. A classroom is assigned to the course.

In-Person Hybrid Course

Course material is delivered in a combination of in-person, virtual synchronous, and/or virtual asynchronous formats. The instructor and the students meet in a physical location at a scheduled day and time for a minimum of 50% of the full contact hours of the course. The remaining course hours are virtual synchronous and/or virtual asynchronous. Virtual synchronous components are scheduled during the scheduled time of the course. The course syllabus will outline all required in-person and virtual synchronous/virtual asynchronous hours. A classroom will be assigned to the course for the in-person hours.

Virtual Hybrid Course

Course material is delivered in a combination of virtual synchronous and virtual asynchronous. The instructor and the students are in a synchronous virtual environment, through a technology such as Zoom, at a scheduled day and time for a minimum of 50% of the full contact hours of the course. The remaining contact hours are virtual asynchronous. The course syllabus will outline all required virtual synchronous hours. No classroom is assigned to the course.

music studio course/music therapy practicum course:
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:
an academic unit without sub-units, namely the Faculty of Education, the Faculty of Music, the Faculty of Social Work, and the Library.

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

official count date:
the date in each academic term on which the University counts student enrolment for purposes of submitting official counts to the Ministry of Colleges, Universities, Research Excellence and Security (MCURES). The dates are established by MCURES and currently are as follows: November 1 (Fall Term), February 1 (Winter Term), June 30 (Spring Term), normally 3 weeks after the start of classes (Intersession and Summer Session).

Online Learning Course:
see virtual asynchronous course

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

Print Version Pending

Parties:

to this Agreement are the University and the Association, hereinafter also referred to as WLUFA or the Union.

President:

the President of the University.

Program Coordinator:

a member of the full-time faculty and librarians bargaining unit who is administrative officer of an academic sub-unit that exists outside of departments.

Reference Earnings:

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

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; CTF Members teaching studio courses or providing music therapy supervision, or coach-accompaniment in the Faculty of Music accrue seniority hours in a course or substantially similar course for each paid hour of instruction.

seniority points:

points accrued in relation to seniority upon completion of an appointment to teach a course, lab, tutorial, or appointment in Music, in accordance with 13.7.1.

seniority status:

the right of first refusal over other Members to teach a course or substantially similar course in accordance with 13.7.2.

spouse:

except where otherwise indicated, any person married to a Member, or cohabiting with a Member continuously for a period of not less than one year.

Subunit-in-council:

Consists of the department-in-council for departments or the Program Coordinating Committee for programs. The sub-unit-in-council includes all members of the full-time bargaining unit in the department or program as voting members; and Contract Teaching Faculty in accordance with 11.2.2(e) and 11.2.2(f), with the elected representatives serving as voting members. The minimum number of voting members shall be 5. If there are not sufficient full-time members and Contract Teaching Faculty to properly constitute a sub-unit-in-council, the members of the sub-unit shall select additional full-time members from cognate disciplines in the academic unit. If sufficient additional full-time members from cognate disciplines in the academic unit are not available, full-time member(s) from the discipline or a cognate discipline from another academic unit or sub-unit shall be appointed. The sub-unit members shall recommend these additional full-time members to the Dean; this recommendation shall be subject to the approval of the Dean, and such approval shall be in writing and sent to the Chair of the Department or Program Coordinator, as appropriate. The sub-unit-in-council may include other representatives as designated by sub-unit and Faculty policies.

Temporary Chair:

a full-time member elected by the appropriate faculty-in-council or by the librarians-in-council to serve as chair of the academic unit's Appointment and Promotion Committee, and, in the Faculty of Education, the Faculty of Music, and the Faculty of Social Work, to preside at meetings of the faculty-in-council in accordance with 13.13.11 of the full-time faculty and professional librarians collective agreement.

tutorial:

a secondary instructional component designed to complement lectures in a course by meeting with students to discuss and analyze texts, readings, cases and exercises. Members who teach tutorial sections are responsible

Print Version Pending

for the preparation for the tutorials, and for the assessment of student work and participation.

type of instruction:

a lecture, lab, tutorial, practicum, field supervision, or seminar.

University:

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 of Governors of Wilfrid Laurier University.

University Faculty Council:

includes all members of the full-time bargaining unit and all Contract Teaching Faculty Members and Part-time Librarians as voting members.

University Librarian:

the head librarian of the University Library.

University Library:

includes the Library on the Waterloo campus and all other locations where the University provides library services employing one or more full-time or part-time professional librarians.

Vice-Dean:

an academic position that is accountable directly to a Dean and may be delegated to perform management tasks in their name, except for those provided in Appendix B.

Vice-President:

a Vice-President of the University.

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 and Milton Campuses.

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, Associate Vice-Presidents, Deans, Vice-Deans, Associate University Librarians (AULs), and the University Librarian (UL) 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 2 consecutive terms of office;

(c) persons holding visiting or In-Residence appointments for one year or less.

Print Version Pending

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).

3.1.4 Employees of the University who hold management positions or have a direct reporting line to persons in 3.1.2 (b) and are contracted to teach in the Bargaining Unit are ineligible for elections under 11.2.2 (b), (e), and (f), nor can they participate in any Bargaining Unit meetings related to collective bargaining.

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 contract teaching faculty 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), upon request, to each Member, including new Members when first appointed under 13.8.4 and 14.8.2, and 50 copies to the Association. The University shall also provide to all Members the electronic link to access the online version of this Agreement.

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 Each pay period, the University shall deduct from each Member of the Bargaining Unit such dues as are uniformly and regularly payable by a member of the Bargaining Unit in accordance with the Constitution and By-laws of the Association and such other assessments as are authorized in writing to the University by the Association.

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

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

3.4.4 The University shall, no later than the 15th of the month following 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 3 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

Print Version Pending

undergraduate course. In addition, the Association will be allowed to purchase up to 10 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 teaching duties under Article 16 or responsibilities under Article 17. A Librarian Member who has been assigned responsibilities and designated such a stipend by the Association shall negotiate with their supervising AUL, otherwise with the UL, the timing of release time to perform Association responsibilities and scheduling of their library duties.

3.5.2 For the purposes of 3.5.1 only, CTF Members elected or 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 CTF Members so designated must teach at least a 0.5 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) the National Union of CAUT (NUCAUT), 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.

3.5.5 In the event that there is a request under FIPPA concerning a Member, the Privacy Office will inform the Member, at the time of notification, of their right to have WLUFA support throughout the process.

ARTICLE 4: UNIVERSITY RIGHTS AND 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 obligations. Access shall be provided to:

(a) workspace, individual lockable storage in a secure area for confidential materials and personal belongings upon request, and space for private meetings with students within reasonable working hours;

Print Version Pending

(b) administrative and technical support, library services and email; and

(c) office supplies, computer technology equipped with a webcam, microphone and audio capabilities, which will be subject to the University's Evergreen policy, office productivity software for use on personal devices and printer/scanner/copier.

4.2.3 Every reasonable effort shall be made to provide Members who teach 3 or more courses in an academic term, or 4 or more courses over 2 consecutive academic terms with a minimum of 2 courses in each term, with an individual desk for those term(s) upon request.

4.2.4 In the event that workspace under 4.2.2, 4.2.3 and 4.2.7 is unavailable, the Member shall be eligible for a T2200 in accordance with CRA regulations. If these workspaces are not available for sufficient time or the space or equipment is not available for course preparation, the Member shall be issued a T2200 in accordance with the CRA regulations, upon request.

4.2.5 The University's official correspondence with Members is via the Member's assigned Laurier employee email address (@wlu.ca), and in accordance with 16.2.1(f).

4.2.6 Exclusive meeting spaces are available within each Faculty to be booked by Members in order to consult with students. Each Faculty shall: maintain their own booking and scheduling procedures for spaces in their area; communicate, at least ten (10) days prior to the start of classes each term the date and procedure whereby Members may book their recurring office hours in the bookable space; and implement a method whereby Members, throughout the term, may book additional office space on an ad hoc basis to meet with students as requested.

4.2.7 Workspaces shall be supplied with appropriate furniture including an adjustable desk chair, appropriate lighting, and open work-surfaces sufficient for Members' use, all in a good state of repair. Devices, monitors and software suitable to enable Members to fulfill their contractual obligations shall be provided and maintained in working order by the University. No work or meeting space shall be used to house surplus, broken or unsafe equipment or furniture. Every workspace shall display the contact information for the relevant administrator responsible for monitoring ICT service requests relating to shared devices.

4.2.8 Members with a Senior Lecturer Appointment shall be entitled to request a University-supplied laptop which shall be provided under the same Evergreen policies as for Full-time Faculty for the duration of the academic year. Inclusion in the Evergreen program shall continue until the Senior Lecturer Appointment ends.

4.2.9 Members who have held an appointment within the Bargaining Unit in each of the previous 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 a workspace through the Spring Term in which they do not hold an appointment. Applications shall be in writing to the Dean. Subject to the availability of workspaces, Members who apply and meet the criteria shall not be unreasonably denied.

4.2.10 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 10 days of the end of the academic term in which the course was taught.

4.2.11 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.

4.2.12 The University and the Association acknowledge their shared commitment to maintaining a healthy and safe work environment in accordance with the Occupational Health and Safety Act (OHSA) and its regulations, recognizing that the University, as an employer, and Members, as workers/or supervisors, have

Print Version Pending

specific duties and responsibilities under the Act. Should the OHSA or its regulations be amended, both Parties agree to meet in a timely manner to discuss the implications of such changes and to ensure appropriate adaptations to Members' working conditions. Members also retain the right to refuse work they reasonably believe is unsafe, and any such refusal will be addressed promptly and in accordance with the procedures outlined in the OHSA, including reporting, investigations and possible involvement of the Ministry of Labour.

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 23. 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 or email will be deemed adequate means. Where written notice to Members is specified in the Agreement, internal/external mail and wlu.ca email, 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 in spreadsheet format:

(a) for CTF Members:

(i) no later than 35 days after the first day of each academic term, a list containing the name, type of instruction (e.g., lab, tutorial, lecture), mode of delivery, the term of the contract, campus location (including WLIC), seniority status and seniority points, the number of terms employed by the University, year of birth, address, email address, telephone number, salary, gender, department, highest degree, year of highest degree, and University ID number of each Member;

(ii) teaching virtual asynchronous courses, a list giving the Member's name, course number(s), and enrolment in each course no later than 15 days after the official count date in each term;

Print Version Pending

(iii) in the Faculty of Music who are compensated at an hourly rate of pay, no later than 35 days after the first day of each term, the Member's category under 13.10.3;

(iv) 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 35 days after the first day of each term;

(v) 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 CTF Members in addendum report(s), as necessary, within 10 days of the previous report;

(vi) a summary report by Faculty and sub-unit of the course cancellation fees paid to members by academic term. The report will be made available no later than 35 days after the first day of each academic term;

(b) for Part-Time Professional Librarians:

(i) no later than 35 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 and campus location of the contract, number of years and months employed by the University, birth date, address, email address, telephone number, salary, gender, department, highest degree, year of highest degree, and University ID number of each Member;

(ii) in the case of an appointment commencing after the beginning of the academic year, within 35 days of the commencement of the appointment, the University shall provide the above list of information for part-time librarians;

(iii) the names of all Members whose employment has been terminated due to death, resignation, retirement, severance or dismissal, within 30 days of termination;

(c) for all Members:

(i) such other information as may be set out elsewhere in this Agreement that is required to be given.

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

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

(a) a copy of each WLUFA Newsletter;

(b) an up-to-date copy of the Constitution and By-laws of the Association;

(c) an up-to-date list of the executive of the Association;

(d) such other information as may be set out elsewhere in this Agreement that is required to be given.

ARTICLE 7: ACADEMIC FREEDOM

7.1 The common good of society depends upon the search for knowledge and its free expression.

Print Version Pending

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 recognize the importance of an inclusive work environment and have a joint desire for a workplace free from discrimination. 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, gender identity and gender expression, age, record of offences, marital status, family status, disability, 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 for equity-deserving groups for employment equity within the University, namely those who identify as: Indigenous persons, women, racialized persons, persons in sexual and/or gender minority, persons with disabilities.

8.4 Workplace Accommodations:

The University is committed to providing workplace accommodation as required by the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act, and any other relevant legislation. Workplace

Print Version Pending

accommodations shall be provided in accordance with the University's Employment Accommodation Policy (8.7). The University has an obligation to Members to provide accommodation for reasons including, but not limited to, disability, family status, creed/religion, gender identity, gender expression and sex, to the point of undue hardship. Requests for accommodation under the University's Employment Accommodation Policy (8.7) shall go through the appropriate Human Resources personnel. With the consent of the Member, decisions regarding requests for accommodation shall be copied to the Association.

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, Associate Vice-Presidents, Deans, Vice-Deans, UL, and AULs, including an individual appointed in an acting capacity to serve temporarily in one of these offices or anyone delegated to do so in certain matters, 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 judgment 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

Print Version Pending

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 they have 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 10 days of the receipt of the Member's written request, the Dean or their 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 Internet.

ARTICLE 10: EVALUATION OF A MEMBER'S PERFORMANCE AND PROFESSIONAL DEVELOPMENT EVALUATION

10.1 Evaluation of a Member's Performance

10.1.1 If the Department Chair, or equivalent, or in non-departmentalized Faculties, those faculty whose administrative role includes these duties, has concerns regarding a Member's fulfilment of duties and responsibilities under Article 16, they shall provide ongoing advice and coaching on teaching performance and clarification of expectations.

10.1.2 The AUL, or UL if the Member reports to the UL, may provide to a librarian Member ongoing advice and coaching on performance, especially if there are concerns, and clarification of expectations, duties and responsibilities, as per the Member's appointment letter, including those listed in Article 17.

10.1.3 Upon request of the Department Chair, or equivalent, or AUL in the case of librarian Members, the Dean or Vice-Dean, or UL may meet with the Member in order to discuss concerns identified under 10.1 or 10.2.

10.1.4 The Dean or Vice-Dean, or UL may review the performance of Members under this Article, as necessary. 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 Dean, Vice-Dean, or UL wishes a Member to participate in any discussion or meeting as part of this review, the Member shall receive written notice of an evaluation under Article 10. The notice shall be given at least 5 days in advance of the meeting, and the Member shall have the right to be accompanied by a representative of their choice.

10.1.5 Failure of a Member to grieve the assessment of their performance under 10.1.4 shall not be deemed an admission of the validity of the assessment.

10.2 Professional Development Evaluation

10.2.1 A Professional Development Evaluation may be initiated by the Member or by the Dean with the consent of the Member for the following purposes:

(a) to assist the Member in the performance of their academic teaching duties under Article 16. The Member

Print Version Pending

initiates a Professional Development Evaluation by writing to the Dean stating the reason for the request and suggesting a time for the evaluation to take place.

(b) to provide a written assessment of the Member's teaching effectiveness for seniority status under 13.7.2.

10.2.2 A Professional Development Evaluation may be initiated by the Dean without the consent of the Member according to the following procedures:

(a) if the Department Chair, or equivalent, has communicated substantiated concern(s) to the Member regarding the Member's academic teaching duties in Article 16, then the Department Chair, or equivalent, shall, in a timely and sequential manner:

i) clarify expectations;

ii) offer ongoing advice and general recommendations;

iii) provide individual coaching and follow up on teaching performance.

(b) if the steps in 10.2.2 (a) were taken and were unsuccessful, then the Dean shall, in a timely and sequential manner:

i) send a letter of expectations to the Member;

ii) initiate a Professional Development Evaluation without the consent of the Member, which will be copied to the Official File.

As per 12.2.5, a Member may submit a follow-up document addressing concerns communicated in the Professional Development Evaluation to their Official File. A Professional Development Evaluation initiated by the Dean without the Member's consent shall be removed from the Member's Official File after 2 years.

10.2.3 The Dean may choose a designate to perform the Professional Development Evaluation. The designate shall normally be from the academic unit or sub-unit, as appropriate, in which the course is offered, or from a cognate discipline, and shall not be a member of the PTAC that recommended the Professional Development Evaluation under Articles 13.7.2.6 and 13.7.2.7.

10.2.4 When the Dean or their 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, the evaluation and its scheduling shall be subject to the mutual agreement of the Member and the Dean or their designate.

10.2.5 The evaluation by the Dean or their designate shall include:

(a) a review of the Member's Official File and all materials submitted by the Member;

(b) a meeting prior to the initial classroom visit to discuss the evaluation process and the Member's teaching methodology; and

(c) attendance at the Member's class to observe the CTF Member's teaching.

Subject to the mutual agreement of the Member and the Dean or their designate, the evaluation may include more than one visit to the Member's class, and/or more than one designate performing the evaluation. Where the Professional Development Evaluation has been requested by the Member to assist in the performance of their teaching duties under Article 16, more than one meeting between the Member and the Dean or their designate may be scheduled. Scheduling of additional visits and meetings shall be subject to the mutual agreement of the Member and the Dean or their designate.

For a virtual asynchronous course, in lieu of a classroom visit, course materials, websites and/or other

Print Version Pending

components of the course shall be reviewed.

A Professional Development Evaluation is in addition to the Student Course Feedback under Article 19.2, 19.3 and 19.4.

10.2.6 Upon completion of 10.2.3, 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 of the evaluation to the Member, and, in the case of evaluations undertaken for an assessment for seniority status under 13.7, copied to the PTAC. In addition to assessing the Member's performance, this report may make recommendations to assist the Member in the performance of their duties.

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

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 contract teaching faculty 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) CTF Members in each academic unit or sub-unit as appropriate shall elect representatives from their

Print Version Pending

number to be voting members of the Divisional Council of the Faculty in which they teach; in academic sub-units with 10 or more full-time faculty members, CTF Members shall elect 2 representatives; in academic sub-units with fewer than 10 full-time faculty members, CTF Members shall elect one representative; for the purposes of election of CTF Members to the Divisional Council of the Lazaridis School of Business and Economics, Areas in the Department of Business shall be deemed to be academic sub-units; in non-departmentalized academic units, CTF Members shall elect 2 representatives from their number to be voting members in units with fewer than 20 full-time faculty members, and 3 representatives in units with 20 or more full-time faculty. CTF Members are eligible to be members of the Graduate Faculty but are not eligible for election to Graduate Faculty Council. CTF Members elected as representatives shall serve as members for the full academic year in which the election occurs. The names of elected CTF representatives shall be posted on the Faculty website;

(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 2 part-time professional librarian Members, they shall elect from their number 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, CTF Members shall have the right to attend department or program meetings; as appropriate; in academic sub-units with 10 or more full-time faculty members, CTF Members shall elect 2 representatives from among their number to be voting members of the subunit-in-council; in academic sub-units with fewer than 10 full-time faculty members, CTF Members shall elect one representative from among their number to be a voting member of the subunit-in-council. CTF Members elected as representatives shall serve as members for the full academic year in which the election occurs. The names of elected CTF representatives shall be posted on the Area and Department websites;

(f) for the purpose of the CTF 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, CTF Members shall elect 2 representatives from among their number to be voting members of both the Area and the Department of Business; in Areas with fewer than 10 full-time faculty members, CTF Members shall elect one representative from among their number to be a voting member of both the Area and the Department. The names of elected CTF representatives shall be posted on the Area and Department websites.

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 official 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 access to 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 UL, as appropriate.

12.1.3 Copies of documents from a Member's Official File may be used and filed elsewhere within the

Print Version Pending

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 UL, as appropriate, or their 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 they have given approval, or which are provided for in this Agreement. Assessments and evaluations by the Vice-President: Academic, Deans, Vice-Deans, the UL, AULs, Department Chairs, Area Coordinators, 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 their 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 kept in a separate file labelled “Confidential 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, their affiliation or address.

12.2.3 When confidential material is to be used by the University or required by the Association under 23.6.2.2 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 their 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 their own letters of reference in accordance with 12.2.2.

Print Version Pending

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 their 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 their written comments on the accuracy or meaning of any of the contents of their 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 their Official File within 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 their Official File. The Member or their representative shall not remove the Official File from its designated location.

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 their 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 CONTRACT TEACHING FACULTY

13.1 Equity in Appointments

The Parties agree to the principles of employment equity and agree that appointment procedures shall be in accordance with University Policy 8.4 Employment Equity, or the same as may be amended by the Board as required by law during the term of this Agreement.

13.2 Appointment Process

13.2.1 All CTF Members are appointed by the University, and in accordance with the provisions of Articles 7: Academic Freedom and 8: Non-Discrimination.

13.2.2 All appointments of CTF 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.

Print Version Pending

13.2.3 All appointments of CTF Members are authorized by the Dean upon the recommendation of the Part-time Appointment Committee.

13.3 Part-time Appointment Committee (PTAC)

13.3.1 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). All members of the PTAC shall have provisional, candidacy, tenured appointments, or Musician-in-Residence appointments (except during the last year of their appointment) under the full-time collective agreement. Names of the members of the PTAC shall be posted on the academic unit or sub-unit website, as appropriate.

13.3.2 Chairs of PTACs, and at least one other PTAC member, shall attend a minimum of one training workshop in each academic year. The workshop shall be presented jointly by the Association and the University and shall include equity training and shall cover the appointments process as set out in this Agreement. Other PTAC members and academic administrative assistants shall be encouraged by the University and the Association to attend such workshops.

13.3.3 In academic units with sub-units, whose courses are taught on one campus, the PTAC shall consist of the Chair of the sub-unit or equivalent, who shall chair the committee, and 2 full-time faculty members elected by the department-in-council, or equivalent. The department-in-council, or equivalent, shall elect 2 other full-time faculty members who shall sit as alternate(s) on the PTAC when regular member(s) of the PTAC are in conflict of interest or absent or when specialized knowledge is required. The composition of the PTAC of the Faculty of Music is set out in 13.10.2. For academic programs without a chair, the program's PTAC shall consist of the program coordinator, who shall chair the committee, and 2 full-time faculty members from the coordinating committee, elected by the coordinating committee.

13.3.4 In academic units without sub-units (Education, Music and Social Work) the chair of the PTAC shall consist of the Temporary Chair, and 2 other full-time faculty members of the committee shall be elected by the faculty-in-council. The faculty-in-council shall elect 2 other full-time faculty members who shall sit as alternate(s) on the PTAC when regular member(s) of the PTAC are in conflict of interest or absent or when specialized knowledge is required. For the purposes of hiring in the BSW program, the Faculty of Social Work shall follow the procedure in 13.3.6(b).

13.3.5 Where courses are taught on more than one campus, but only the campus of the originating program has at least 3 full-time faculty members with expertise in the discipline, the PTAC of the originating program shall conduct the appointment process and 13.3.3 will apply.

13.3.6 Where courses are taught on more than one campus and there are at least 3 full-time faculty members with expertise in the discipline at each of the campuses, there shall be a PTAC for each campus.

(a) Where there is an academic sub-unit or equivalent, the PTAC shall consist of the Chair of the sub-unit or equivalent, who shall chair the committee, and 2 full-time faculty members with expertise in the discipline, elected by its department-in-council, or equivalent, or faculty-in-council, as appropriate. The department-in-council, or equivalent, or faculty-in-council, as appropriate, shall elect 2 other full-time faculty members who shall sit as alternate(s) on the PTAC when regular member(s) of the PTAC are in conflict of interest or absent or when specialized knowledge is required. The alternates may be in cognate disciplines on the same campus or another campus if the unit or sub-unit does not have enough faculty members with expertise in the discipline.

(b) Where there is no academic sub-unit and there are more than 3 full time faculty members on a campus with expertise in the discipline, PTAC membership shall be determined by those members and the PTAC members shall choose their chair. The PTAC shall select 2 other full-time faculty members who shall sit as

Print Version Pending

alternate(s) on the PTAC when regular member(s) of the PTAC are in conflict of interest or absent or when specialized knowledge is required. The alternates may be in cognate disciplines on the same campus or another campus.

(c) Where there is no academic sub-unit and there are only 3 full-time faculty members with expertise in the discipline, those 3 members shall form the PTAC and shall choose their chair. The PTAC shall select 2 other full-time faculty members who shall sit as alternate(s) on the PTAC when regular member(s) of the PTAC are in conflict of interest or absent or when specialized knowledge is required. The alternates shall be in cognate disciplines on the same campus or another campus.

13.3.7 For appointments to teach courses under 13.3.6, the chair of the PTAC of the non-originating program shall consult with the chair of the PTAC of the originating program regarding the selection of courses to be offered and the requisite qualifications for the position.

13.3.8 In the case where a course has no home department or program, the PTAC of a cognate academic sub-unit or equivalent shall act as the PTAC for the course. In accordance with 13.3.1, the names of the members of the PTAC shall be posted on the academic unit website. If the PTAC responsible for hiring for the course has questions about the requisite qualifications for the position, the chair of the PTAC shall consult with the Chair of another cognate academic sub-unit or equivalent.

13.3.9 Appointments that are subject to the rights of Members with seniority status under 13.7 are exempt from the provisions for posting under 13.3.10 and 13.4. When appointments have been authorized under 13.3.10, the Dean or designate shall provide the PTAC with an up-to-date seniority list for the academic sub-unit or equivalent.

13.3.10 Once the academic unit or sub-unit, as appropriate, has received approval from the Dean for the list of courses to be taught by CTF, any positions that are subject to the rights of Members with seniority status under 13.7 will be offered to those Members. The PTAC then has the option to post any remaining positions internally to Members only, when they deem that there is a strong pool of internal candidates. The PTAC retains the option to seek external applications at any point in the process by posting the positions in accordance with Article 13.4.

The decision of the PTAC to post a position internally or to seek external candidates is not subject to the grievance process. For additional clarity, CTF Members and the Association retain the right to access the grievance process with respect to any concerns about a PTAC's assessment of a CTF Member's candidacy, including but not limited to Article 23.5.

13.3.11 The PTAC shall review applications under the terms of this Agreement, and shall make recommendations on appointments to the Dean of the originating program, copied to the Dean of the academic unit offering the course. 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.

13.4 The Posting of Positions

13.4.1 Appointments shall be made only after positions have been posted for at least 15 calendar days on the University's website. Notification of the postings shall be sent by email, using the Member's assigned Laurier employee email address (@wlu.ca), pursuant to Article 4.2.5, to Members in the academic unit or sub-unit, including Members teaching at the Brantford and Milton campuses, who are on the current seniority list pursuant to 13.7.2.17. A copy of the posting shall be provided to the Dean, and to the Association.

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

(a) the date of the posting;

Print Version Pending

(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, Milton) 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, as determined by the sub-unit-in-council. At the request of the sub-unit-in-council, CTF Members of the sub-unit-in-council will recuse themselves from the discussion and/or vote to avoid any conflict of interest;

(j) Information Technology requirements, if any, in accordance with 16.7.2;

(k) the mode of delivery and type of instruction;

(l) any other information pertinent to the appointment, provided that it is consistent with the terms of the Agreement;

(m) the application deadline;

(n) a link to the applicable CTF rubric;

(o) a statement that the appointment is in accordance with the Contract Teaching Faculty Collective Agreement, and that the Wilfrid Laurier University Faculty Association (WLUFA) is the exclusive bargaining agent;

(p) a link to this Collective Agreement.

Requisite academic qualifications under (i) are to remain the same unless approved by the sub-unit-in-council.

For courses with the same name and course number items (f), (i), (j), (k) and (m) shall be consistent when offered at more than one campus.

For virtual asynchronous courses, items (a) through (p) shall be in the posting with the exception of (e) and (g).

For virtual asynchronous courses with multiple sections, only one posting is required.

13.4.3 Notices for Spring term, intersession and summer session courses shall be posted on or before February 1; and for Fall and Winter term courses and for 2-term Fall/Winter courses on or before June 1. If Winter term courses become available for CTF after June 1, notices shall be posted no later than October 1. The deadline for applications shall be at least 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 13.4.4 and 13.4.5, all offers of appointment shall be made by the dates set out in 13.8.1.

13.4.4 Should a position become open after the dates specified in 13.4.3, the provisions of 13.4.1 and 13.4.2 apply, except that the position shall be posted for at least 5 days, and the deadline for applications shall be at

Print Version Pending

least 5 days from the date of posting. The email that forms the notification of the course posting in this Article will include the course number and the course title. In accordance with 13.6.3 the PTAC shall inform the Member by their assigned Laurier employee email address (wlu.ca) that they have been selected for recommendation to the Dean. If the course is posted more than 30 days before the start of term, the Member will have 5 days to reply to the PTAC indicating their interest in teaching the course. If the course is posted less than 30 days before the start of term the Member will have 2 days to reply to the PTAC indicating their interest in teaching the course. Subject to 13.7.2.1 and 13.7.3 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.

13.4.5 Should a position become open within 10 days before the beginning of term or after a term has commenced, the PTAC 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 Members who have taught the substantially similar course before, of the availability of the position. The Chair shall inform these Members by the Member's assigned Laurier employee email address (@wlu.ca) and/or telephone, and the Member has 48 hours to reply. Subject to 13.7 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 Dean shall notify the Association with a copy to Faculty Relations of the appointment of a CTF Member, under this clause 13.4.5, within 5 days of the appointment.

13.5 Application for a Position

13.5.1 All applications for appointments to teach courses shall consist of a Candidate Application Form (Appendix G), and shall include a current curriculum vitae with current contact information. Applicants shall apply electronically. Applications must be received by 23:59 Eastern Time on the date specified by the posting.

13.5.2 External applicants shall provide the names and contact information for references, verification of their highest degree, and they may be asked to supply evidence of good teaching.

13.5.3 For Members who apply for positions, the Member's Official File, including the record of employment, teaching and other evaluations, if applicable, shall be accessible to the PTAC. The Department Chair, or equivalent, requests access to the Member's Official File through the office of the Academic Dean. Only this documentation, evaluations of a Member's performance under Article 10, and any material, submitted by the Member shall be used in assessing the application.

13.5.4 Teaching Intention for Seniority Courses Form

13.5.4.1 Members with seniority status under 13.7.2 who wish to exercise their right of first refusal under 13.7.3, prior to the posting of courses under 13.4, shall submit a Teaching Intention for Seniority Courses (TISC) Form in accordance with 13.5.4.2 and Appendix F. Members shall submit a TISC Form for each Faculty, department, area, and/or program in which they wish to be considered. Members shall send in their TISC Form(s) electronically and all TISC Form(s) are to be received by 23:59 Eastern Time on the April 15 deadline and acknowledged by return email. Members with seniority status who do not submit a TISC Form may apply for courses as they are posted and, if they do, they shall be considered under the terms of 13.7.3.

13.5.4.2 The TISC Form shall list: the academic term(s) in which the Member is available for appointment; the campus(es) at which the Member is interested in teaching; and all courses in which the Member holds seniority status (specifying the course code) and they have an interest in teaching in the upcoming academic year. Members who submit a TISC Form shall be considered for courses in which they have seniority status without further application.

Print Version Pending

13.5.4.3 If a Member is granted seniority status after the TISC submission deadline, and a course becomes available, the Member shall be offered the course without the requirement to post.

13.6 Criteria for Appointment

13.6.1 Subject to 13.7.2.1, the PTAC and the Dean shall assess candidates in accordance with Appendix H of this Agreement, and using a program-specific rubric. The PTAC shall recommend the candidate with the highest score in Appendix H for the course and any available sections of a multi-section course. If a Member is to be appointed to teach a graduate course they must be appointed by the Dean of the Faculty of Graduate and Postdoctoral Studies (FGPS) to the Graduate Faculty.

13.6.2 If the PTAC has deemed a Member to be unqualified, per Section a) of Appendix H, to teach a given course, and has documented that decision, then the PTAC is not required to reassess the candidate for that course in the future, unless the Member submits new application materials directly relevant to the course and an explanation of why they believe they are now qualified. Members deemed unqualified by the PTAC shall be notified in writing of the decision.

13.6.3 The PTAC shall review applications for available appointments under the terms of 13.6.1. The PTAC shall make its recommendations to the Dean no later than July 1 for Fall and Winter term appointments, no later than November 1 for Winter term appointments for courses that become available after June 1, and no later than March 1 for Spring term, intersession and summer session appointments.

13.6.4 In advance of the deadlines set out in 13.6.3, the chair of the PTAC shall inform a Member by the Member's assigned Laurier employee email address (@wlu.ca) that they have been selected for recommendation to the Dean for a course(s)/section(s). The Member shall reply within 5 days indicating their interest in teaching the course(s)/section(s), up to the maximum under 16.3.2.

13.6.5 When, as part of an academic program, a WLU doctoral student is expected to teach, the PTAC responsible for making the recommendation on the appointment may consider the appointment of the student to teach a suitable course. Subject to 13.6.6 and 13.6.7, the PTAC may recommend the student's appointment as a Member of the Bargaining Unit, without posting the position under the provisions of 13.4. Under this clause, a WLU doctoral student is eligible for 2 such appointments during their period of eligibility. Doctoral students may apply for other positions as CTF Members under 13.5.

13.6.6 Subject to 13.6.6 and 13.6.7, upon the recommendation of the PTAC of the Department or equivalent, the University may appoint a postdoctoral fellow, whose research is funded by the University or by an external grant administered by the University, to teach a course, up to 2 times, as a Member of the Bargaining Unit without posting the position under 13.4.

13.6.7 A course for which a Member has seniority status will not be awarded to a doctoral student or a postdoctoral fellow in more than 2 consecutive academic years. If awarding a course for a second consecutive academic year results in a Member losing teaching in that course, then every reasonable effort will be made to find equivalent alternate appointments.

13.6.8 Doctoral students and postdoctoral fellows will not accrue seniority points for appointments made through the posting exemption, as per 13.6.5 and 13.6.6. They shall also not be eligible for election under 11.2.2(b), (e) and (f).

13.6.9 Any courses previously taught as a Member will be deducted from the number of teaching exemptions for which a doctoral student or postdoctoral fellow is eligible.

13.6.10 Within the academic year, the University shall not make appointments under 13.6.5 and 13.6.6 for the teaching of more than 60 one-term or equivalent courses. The Dean shall advise the Association and the

Print Version Pending

Faculty of Graduate & Postdoctoral Studies, copied to Faculty Relations, within 5 days of each appointment.

13.6.11 No later than 35 days after the first day of each academic year the University will provide the Association a list of names and programs of any doctoral student or postdoctoral fellow who was hired under the exemptions in 13.6.5 and 13.6.6 along with the course number in which they were appointed.

13.7 Seniority

13.7.1 Seniority Points

13.7.1.1 Members accrue seniority points each time they complete an appointment to teach a course or substantially similar course. With the exception of Field Courses under 16.10, each course, regardless of its student credit weighting, equals one seniority point in that course or substantially similar course. For labs and tutorials, seniority points are accrued separately and are pro-rated based on hours. Subject to 13.7.1.4, seniority points are retained for a period of 36 months following the end of the Member's last appointment, exclusive of breaks for leaves under Articles 18.6 and 26. Any Member with seniority points shall retain their rights under the Collective Agreement.

13.7.1.2 Members will accrue seniority points each time they complete an appointment to teach a Special Topics course. Each Special Topics course, regardless of its student credit weighting, equals one seniority point in that course. If the same course becomes regularized, these points will count toward eligibility for seniority status under 13.7.2.2.

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

13.7.1.4 A CTF Member who has seniority points, and who receives a Limited Term Appointment to 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 36 months. If the CTF Member returns to the Bargaining Unit, the Member accrues seniority points for teaching performed as a member of the full-time bargaining unit during the preceding academic years(s), up to a maximum of 4 years. If the CTF 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 CTF Bargaining Unit, they shall submit an email to the Office of Faculty Relations, listing those courses. No later than 10 days following the receipt of this email, the Office of Faculty Relations shall provide to the Member a report of the courses the Member has taught and their seniority points to be credited upon returning to the CTF Bargaining Unit.

13.7.1.5 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 CTF 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 their application for courses in the CTF Bargaining Unit, they shall submit an email to the Office of Faculty Relations, listing those courses. No later than 10 days following the receipt of this email, the Office of Faculty Relations shall provide to the applicant, a report of the courses that they have taught and their seniority points to be credited once in the CTF Bargaining Unit.

13.7.1.6 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.

13.7.1.7 Seniority points earned by teaching courses within academic units or sub-units at the Waterloo, Kitchener, Brantford or Milton campuses shall be accrued in total, whereas seniority points for virtual asynchronous

Print Version Pending

courses shall be tracked separately. Seniority points earned in virtual asynchronous courses shall not count towards seniority points in the other course modes of delivery.

13.7.1.8 Members may be employed as a course instructor and/or as a tutorial instructor and/or as a lab instructor. Effective September 1, 2019, seniority points earned in each type of instruction shall be tracked separately. Seniority points earned in one type of instruction shall not count toward seniority points in the other type of instruction.

13.7.1.9 The accrual of seniority for Music Studio Instructors, Music Therapy Supervisors, and Music Coach-Accompanists shall be in accordance with 13.10.5.

13.7.2 Seniority Status

13.7.2.1 When an appointment to teach a course is made available under 13.3.10 and in accordance with 13.7.3.1, a Member who has seniority status in the course or substantially similar course, and who has maintained a satisfactory teaching performance, which includes duties under 16.1.2 and/or 16.8.2, if applicable, shall be offered the appointment. If more than one qualified Member has seniority status in the course, subject to 13.7.3.3 and 13.7.3.4, the Member who has seniority status and the most seniority points in the course shall be offered the appointment.

13.7.2.2 Members shall be eligible for seniority status in a course or substantially similar course, including Special Topics courses that have been regularized, when all of the following conditions have been met:

(a) the Member has accrued at least 3 seniority points in a course or substantially similar course;

(b) at least 24 months have passed since the Member first began teaching the course;

(c) excluding leaves under Articles 18.5, 18.6, 18.8, 18.12.2, and 26 the Member has not had a break in service of 5 or more consecutive academic terms if the Member's points in the course were all accrued in one term.

13.7.2.3 Upon acquiring eligibility for seniority status under 13.7.2.2, a Member shall be granted seniority status in a course or substantially similar course unless there are substantiated concerns regarding the Member's duties under Article 16.1 or 16.8. If there are such substantiated concerns, then the Member shall be evaluated by the PTAC for seniority status. This evaluation shall occur in the next academic term in which the Member teaches the course, lab, or tutorial or another course, lab, or tutorial at the same level (i.e., undergraduate or graduate) in the same academic unit or sub-unit, as appropriate, following the attainment of eligibility for seniority status under 13.7.2.2. Evaluation for a synchronous course may only occur when a synchronous course is being taught, and evaluation for an asynchronous course may only occur when an asynchronous course is being taught. In the case where a Member is being evaluated for seniority status in a course which the Member has taught at more than one campus, the provisions of 27.4 apply. A member who has seniority status in multiple courses may consult the Department Chair or equivalent to submit parameters that attempt to avoid scheduling conflicts between these courses through the course build process.

13.7.2.4 On or before the date specified in 13.7.2.13 of the academic term in which the Member is to be considered under 13.7.2.3, the Department Chair or equivalent shall inform the Member of the evaluation by the PTAC and shall invite the Member to submit a curriculum vitae, course outlines and other teaching-related materials, such as an updated teaching dossier, and other documentation, that the Member wishes to submit. The Member shall supply the PTAC with the requested materials and other documentation on or before the date specified in 13.7.2.13. If the Member does not respond to the request from the PTAC, the evaluation shall be based solely on the Member's Official File.

13.7.2.5 Minutes of PTAC deliberations in the evaluation of Members for seniority shall be kept by the committee chair

Print Version Pending

for PTAC use only, and shall be made available only to the Dean upon request and shall be made available to the Association in the event of a grievance.

13.7.2.6 The PTAC evaluation, held on or before the date specified in 13.7.2.13, shall be based solely on the information supplied by the Member, the Member's Official File, and evaluations of a Member's performance under Article 10. Under the criteria set out in 13.6.1, the PTAC shall recommend to the Dean, copied to the Member, that:

(a) the Member be granted seniority status if their performance is satisfactory, or

(b) the Dean meet with the Member to discuss concerns that would not be addressed through conducting a Professional Development Evaluation in 13.7.2.6(c), or

(c) a Professional Development Evaluation be conducted in accordance with Article 10.2 to address concerns about the Member's teaching, or

(d) seniority status be denied if there is evidence that progressive consultations with the Member have failed to address concerns.

13.7.2.7 The recommendation under 13.7.2.6 shall identify the course(s) or substantially similar course(s) for which seniority status is being considered and/or recommended. The PTAC shall forward to the Dean the documentation under 13.7.2.6 along with its recommendation.

13.7.2.8 If the PTAC recommends that seniority status be granted, the Dean shall review the recommendation and accompanying documentation, and inform the Member in writing, copied to the Member's Official File, of their decision on awarding of seniority status on or before the date specified in 13.7.2.13. 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 Member's Official File and to the Association.

13.7.2.9 If the PTAC recommends a meeting with the Dean pursuant to 13.7.2.6(b), the recommendation shall include reasons and shall be copied to the Association. The meeting shall occur prior to the date specified in 13.7.2.13 and the meeting shall be scheduled at a time mutually agreed upon by the Member and the Dean. The Member shall have the right to be accompanied by a representative of the Association at this meeting. The purpose of the meeting will be to discuss any concerns raised by the PTAC with respect to the Member's performance. Subsequent to the meeting, the Dean shall issue a written report which shall be sent to the Member and copied to the Member's Official File and to the PTAC. The report shall state that the Member's performance is either satisfactory or unsatisfactory, and shall provide a statement of reasons. The Dean shall inform the Member in writing of their decision on awarding of seniority status on or before the date specified in 13.7.2.13. If seniority status is denied, the Dean shall provide the Member with a written statement of reasons, copied to the Association.

13.7.2.10 If the PTAC recommends that a Professional Development Evaluation be conducted under 10.2, the recommendation shall include reasons and shall be copied to the Association. Within 10 days of receiving notification of the recommendation for a Professional Development Evaluation, the Member may submit to the Dean supplemental materials in addition to those submitted under 13.7.2.4.

13.7.2.11 If the PTAC recommends that seniority status be denied under 13.7.2.6.(d), upon review of the recommendation and rationale, the Dean can;

(a) support the PTAC recommendation to deny seniority status, or

(b) request that a Professional Development Evaluation be conducted under 10.2, or,

(c) request a meeting with the Member regarding their performance under Article 16.

Print Version Pending

If the Dean chooses the Professional Development Evaluation or a meeting under (b) or (c) above, based on the outcome of the chosen action, the Dean will make a decision on whether to grant or deny seniority status. The Dean shall inform the Member in writing of their decision on awarding of seniority status on or before the date specified in 13.7.2.13. If seniority status is denied, the Dean shall provide the Member with a written statement of reasons, copied to the Association.

13.7.2.12 The report under 10.2.6 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 their decision on awarding of seniority status on or before the date specified in 13.7.2.13. If seniority status is denied, the Dean shall provide the Member with a written statement of reasons, copied to the Association.

13.7.2.13 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, if required under 13.7.2.3, including the final recommendations, shall be as set out in the table below:

Assessment Process for Seniority Status	**Fall**	**Winter**	**Spring**
Notice to Member (13.7.2.4)	Sep 25	Jan 25	May 25
Member's submission to PTAC (13.7.2.4)	Oct 5	Feb 5	Jun 5
PTAC Evaluation (13.7.2.6)	Oct 25	Feb 25	Jun 25
Grant Seniority Status (13.7.2.6(a))	**Fall**	**Winter**	**Spring**
PTAC recommendation to Dean and Member	Oct 30	Feb 28	Jun 30
Dean's decision to grant/deny seniority to Member (13.7.2.8)	Nov 10	Mar 10	Jul 10

Meeting with the Dean (13.7.2.6 (b))	**Fall**	**Winter**	**Spring**
PTAC recommendation to Dean and Member	Oct 30	Feb 28	Jun 30
Notice to Member (13.7.2.9)	Nov 5	Mar 5	Jul 5
Meeting with the Dean on or before	Nov 25	Mar 25	Jul 25
Report to Member and PTAC	Nov 30	Mar 30	Jul 30
Dean's decision to Member	Dec 10	Apr 10	Aug 10

Professional Development Evaluation **(13.7.2.6(c))**	**Fall**	**Winter**	**Spring**

Print Version Pending

PTAC recommendation to Dean and Member	Oct 30	Feb 28	Jun 30
Notice to Member (13.7.2.10)	Nov 5	Mar 5	Jul 5
Professional Development Evaluation completed by	Nov 25	Mar 25	Jul 25
Report to Member and PTAC	Nov 30	Mar 30	Jul 30
Dean's decision to Member	Dec 10	Apr 10	Aug 10

13.7.2.14 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.

13.7.2.15 Seniority status shall be deemed to have been lost if a CTF Member has a break in service with the University of more than 36 months excluding those for leaves under 18.5, 18.6, 18.8, 18.12.2, and 26.

13.7.2.16 No later than 35 days after the first date of each academic term, the University shall provide each CTF Member with a statement listing their 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.

13.7.2.17 Along with the notice under 13.7.2.16, no later than 20 days after the first date of each academic term, the University shall post on a secure site of the University website 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 website 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.

13.7.2.18 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.

13.7.3 Appointment of Members with Seniority Status

13.7.3.1 When an appointment is available for a course or substantially similar course for which a Member has seniority status and has accrued the most seniority points, and the Member has maintained a satisfactory teaching performance, the PTAC shall recommend the appointment of that Member to the Dean. Subject to 13.7.3.2, the Dean may make the appointment prior to the appropriate date of posting under 13.4 if the Member has listed the course on their Teaching Intention for Seniority Courses application.

13.7.3.2 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 with respect to duties in Article 16.1.2 and/or 16.8.2, and efforts to remedy the situation under Articles 10 and 22 have been unsuccessful, then the PTAC 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, then the Dean shall inform the Member in writing with a statement of reasons copied to the Association. The Member will be deemed to have lost their seniority status in the course and will not be eligible to teach that course in the future.

13.7.3.3 If 2 or more Members have seniority status and equal seniority points in the course, the Member who most recently taught the course shall be offered the appointment. If this is insufficient to determine the appointment, the Member who has self-identified as a member of an equity-deserving group will be offered

Print Version Pending

the course. If this is insufficient to determine the appointment, then the course will be offered to the Member with the highest number of total seniority points. If this is insufficient to determine the appointment, the PTAC 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.

13.7.3.4 A Member with seniority status and with the most seniority points in the course shall be offered the available courses for which they are entitled up to the maximum under 16.3.2.

13.7.3.5 If a new full-time position is created in a field or area in which a Member regularly teaches, or a Member has seniority status in a course or courses that are likely to be taught by the new hire, the Member has a right to apply for the position, and if they apply, and have the requisite qualifications as outlined in the job posting, the Member shall be placed on the short-list, and interviewed for the appointment.

13.7.4 Lecturer Appointment

13.7.4.1 Members with seniority status may be eligible for a renewable 3-year Lecturer Appointment in accordance with below:

(a) A Lecturer Appointment is an appointment with a renewable 3-year term available to Members who have demonstrated evidence of good teaching at the University over an extended period of time, inclusive of all duties under Article 16, and who meet all of the eligibility requirements set out below.

(b) Lecturer Appointments are compensated at the course stipend rates outlined in Article 25 and do not require additional duties related to scholarship or service.

(c) Such Appointments will be made at the discretion of the Dean(s).

(d) Subject to the eligibility requirements, a minimum of 25 Lecturer Appointments in total will be awarded at any given time.

(e) A Lecturer Appointment shall be renewed every 3 years, subject to 13.7.4.5.

13.7.4.2 Members with seniority status who have accumulated a minimum of 20 seniority points, excluding points accrued for labs and tutorials, and who have taught a minimum of 3 one-term courses or equivalent in each of the past 3 academic years, except for breaks for the purpose of fulfilling a Limited Term Appointment or for leaves under Articles 18.5, 18.6, 18.8, 18.12.2, and 26, are eligible to apply for a Lecturer Appointment.

13.7.4.3 Members in the Faculty of Music are also eligible to apply for a Lecturer Appointment if:

(a) they have seniority status and have accumulated a minimum of 1,920 seniority hours for music studio or music therapy or 3,333 seniority hours for coach accompanying and they have been contracted by the University to teach in each of the 3 previous academic years. In addition, for music studio and music therapy the Member will have taught a minimum of 288 hours in each of the past 3 academic years, except for breaks for the purpose of fulfilling a Limited Term Appointment or for leaves under Articles 18.5, 18.6, 18.8, 18.12.2, and 26. For coach accompaniment, the Member shall have taught a minimum of 500 hours in each of the past 3 academic years, except for breaks for the purpose of fulfilling a Limited Term Appointment or for leaves under Articles 18.6 and 26.

or

(b) they have seniority status and have accumulated a minimum of 960 seniority hours for music studio or music therapy, or 1,666 seniority hours for coach accompanying, in not less than 8 years, and they have been contracted by the University to teach in each of the 3 previous academic years, except for breaks for the purpose of fulfilling a Limited Term Appointment or for leaves under Articles 18.5, 18.6, 18.8, 18.12.2,

Print Version Pending

and 26.

13.7.4.4 The process, terms and conditions of a Lecturer Appointment are as follows:

(a) By November 15 Faculty Relations shall send Members who meet the eligibility requirements as set out in 13.7.4.2 and 13.7.4.3 above a list of departments/programs where new Lecturer Appointments are deemed to be available, with a copy to the Association. A list of eligible Members will be provided to the Association.

By November 15, the Dean of the applicable Faculty shall notify the PTAC(s) of the Members eligible for a Lecturer Appointment, and the number of appointments available for the upcoming year.

Eligible Members who are interested in a Lecturer Appointment must apply in writing no later than January 25 to the Dean of the department where they have done the majority of their teaching in the last 3 years who will forward the application(s) to the departmental/program PTAC. Application materials may include a CV, a cover letter expressing their interest, and evidence of good teaching at the University over an extended period of time, which may include but is not limited to, evidence of pedagogical innovation, participation with Teaching and Learning (T&L), teaching awards, and commendations. These materials, the Member's Official File, and evaluations of the Member's performance under Article 10, if applicable, will comprise the materials for the assessment. Members who teach in more than one academic unit shall follow the process in 13.7.4.4(b) below.

(b) A Lecturer Appointment shall be department/program specific, unless the Member has historically been appointed to teach in more than one department and/or program, in which case the following conditions may apply:

(i) If the Member has seniority in at least one course in more than one department and/or program, and the Member has taught courses for each of those departments and/or programs over the previous 3 years, the Member shall make their written application for a Lecturer Appointment jointly to the Deans of each of these departments and/or programs, and the review of the Member's application shall be done jointly by the PTACs of the departments and/or programs.

(ii) If the Member has seniority in a course/courses in a single department and/or program, but has mainly taught courses in additional departments and/or programs over the previous 3 years, the Member shall make their written application for a Lecturer Appointment to the Dean of the department in which the majority of their teaching has taken place, copied to the other relevant Dean(s). The Member shall note on this application any courses taught outside of the department of application during the previous 3 years and the review of the Member's application shall be made in consultation with the PTAC(s) of the additional departments and/or programs.

(c) A Lecturer Appointment may consist of intramural courses, including but not limited to, music studio, music therapy supervision and coach-accompanying, and virtual asynchronous courses, as well as Spring term courses, and labs and tutorials.

(d) By April 15, the PTAC(s) shall, following review and assessment of the application materials in 13.7.4.4 (a), provide the Dean with a ranked list of eligible Members, and, for each Member in that list recommend that the Dean either:

(i) offer the Member a Lecturer Appointment, or

(ii) not offer the Member a Lecturer Appointment.

By April 15, the PTAC(s) shall advise the Member(s) of its recommendation in writing at the time that this recommendation is forwarded to the Dean. If the PTAC recommends that the Dean not offer a Lecturer

Print Version Pending

Appointment, it shall provide a written statement of reasons to the Dean and to the Member, copied to the Association. The PTAC(s) shall keep minutes of all its deliberations. If the Member was previously considered for a Senior Lecturer Appointment before being considered for a Lecturer Appointment, this shall be noted in the written statement.

(e) By May 15, the Dean shall inform the Department Chair and the Member of their decision, and the number of courses associated with the Lecturer Appointment.

(f) When the offer of appointment has been accepted, the University shall provide the Association with a copy of the signed letter of appointment within 15 days of it being signed by all Parties.

(g) Subject to Article 16.3.2, a Lecturer Appointment shall consist of a teaching load of 3, 4 or 5 0.5 credit courses or equivalent.

(h) Subject to bona fide teaching availability, the number of courses in the Lecturer Appointment shall be the number of courses the Member has regularly taught over the past 3 years, to a maximum of 5 courses. Faculty Relations will provide a report to the Dean, copied to the Association, of the number of courses eligible Members have taught over the past 3 years.

(i) At the discretion of the Chair or equivalent, courses will be assigned in the following order:

(i) courses or equivalents available to CTF in which the Member holds seniority status;

(ii) courses or equivalents available to CTF that the Member has taught more than once in the last 3 academic years;

(iii) courses or equivalents available to CTF that the Member has the requisite academic qualifications to teach.

The Lecturer Appointment teaching load is not course specific but is a teaching load of courses chosen and assigned by the Dean and/or Chair in consultation with the Member. The courses or equivalents assigned by the Dean and/or the Chair for this load may be changed from one academic year to the next in consultation with the Member.

If the assignment of the teaching load includes course(s) in which the Member has not previously undergone review by a PTAC, the Member will be required to submit materials to the Dean(s) and/or the Chair(s) in support of their qualifications to teach the course(s).

(j) In order to assign the teaching load under (g) the following conditions apply:

(i) if the Member holding a Lecturer Appointment does not have seniority status in a course where another Member does, the Member with seniority status shall be given the right of first refusal to teach the course;

(ii) where more than one Member has seniority status in a course, and the Member holding a Lecturer Appointment also has seniority status in the course but has fewer seniority points in the course, the Member holding the Lecturer Appointment shall be appointed to teach the course only if the Dean and/or Chair consider it necessary in order to comply with the teaching load requirements for a Lecturer Appointment and if there are no other courses available in which the Member has the required academic qualifications.

(k) Members holding a Lecturer Appointment may apply to teach additional courses to a maximum teaching load under 16.3.2;

Print Version Pending

(l) If a Dean cancels a course that is part of a Lecturer Appointment, the provision under Article 25.3 will apply. Payment for the reduction of hours for Music Studio Instructors, Music Therapy Supervisors and Coach Accompanists under 13.10.6 will apply. Every reasonable effort will be made, however, to maintain a consistent studio size from one year to the next.

(m) By April 1, a Member may request to reduce the teaching load of their Lecturer Appointment to no fewer than 3 courses for that academic year without penalty or loss of the appointment. A Dean may reduce the teaching load of a Lecturer Appointment due to bona fide academic and/or financial fluctuations within the academic unit or sub-unit. The Dean shall provide the Member with written notice, copied to the Association, no later than April 1 without penalty or cancellation fees.

(n) In the event that a Lecturer Appointment must be cancelled before the final year of the 3-year term due to bona fide academic and/or financial fluctuations within the academic unit or sub-unit, the Member shall be paid a per course cancellation fee for each course in the Lecturer Appointment, to a maximum of one academic year. If the Member is notified prior to April 1, the Member shall be paid a per course cancellation fee in accordance with Article 25.3.3 (a). Otherwise, they shall be paid a per course cancellation fee in accordance with Article 25.3.3 (b), to a maximum of one academic year.

(o) If a Lecturer Appointment is not to be renewed, subject to 13.7.4.5.1(a) below, notice will be given prior to April 1 in the final year of the appointment without penalty or cancellation fees. After this date, the Member shall be paid a per course cancellation fee for each course in the Lecturer Appointment, in accordance with Article 25.3.3 (a) to a maximum of one academic year.

(p) Failure to maintain a record of good teaching, inclusive of all duties under Article 16, will result in cancellation of the Lecturer Appointment and will not be subject to (l), (m), (n) and (o) above. A cancellation of a Lecturer Appointment under these circumstances shall be supported by evidence that progressive consultations have been held with the Member in order to address the matter.

(q) In the event the University is unable to meet the minimum number of Lecturer Appointments specified in 13.7.4.1(d) due to the availability of courses for CTF, the University will inform the Association and the Parties will meet to problem-solve a mutually acceptable solution.

(r) If a Member accepts a Limited Term Appointment, their Lecturer Appointment, and any applicable renewal process, will continue as scheduled.

13.7.4.5 Lecturer Appointment Renewal

13.7.4.5.1 Lecturer Appointments shall be renewed every 3 years subject to the following conditions;

(a) The PTAC shall meet to review the renewal no later than October 1 in the third year of the appointment to make a recommendation to the Dean. The PTAC shall keep minutes of all of its deliberations. At that time, the PTAC may determine that:

(i) it is anticipated that there will not be sufficient capacity within the department or equivalent for the next three years for the appointment, in which case a recommendation not to renew the appointment will be made to the Dean by October 15; or

(ii) upon review of the Member's Official File, the Member's performance under Article 16 is satisfactory and there is no need for further review, in which case a recommendation for renewal will be made to the Dean by October 15; or

(iii) upon review of the Member's Official File, further review is required and the Member must provide

Print Version Pending

documents in support of their renewal for PTAC consideration. The PTAC will inform the Member by October 15 that they must provide documents by November 1.

(b) If the PTAC determines that further review is required as per 13.7.4.5.1 (a)(iii), then, based on the Member's Official File, evaluations of the Member's performance under Article 10, if applicable, and the materials submitted by the Member, if applicable, and with the needs of the department or equivalent for the next 3 years in mind, by November 15 in the third year of the appointment the PTAC shall:

(i) make a recommendation to the Dean for renewal if the Member holding the Lecturer Appointment has satisfied all requirements under Article 16 and has a record of good teaching; or

(ii) recommend to the Dean that the Lecturer Appointment not be renewed if the Member has failed to maintain a record of good teaching and/or has failed to satisfy all requirements under Article 16, with evidence that progressive consultations with the Member have failed to address concerns.

(c) By November 15, in the third year of the appointment, the PTAC shall advise the Member of its recommendation in writing at the time it is made to the Dean. If the PTAC recommends that the CTF Member's Lecturer Appointment not be renewed, it shall provide a written statement of reasons to the Dean and to the Member, copied to the Association. The PTAC shall keep minutes of all of its deliberations.

(d) By December 1 in the third year of the appointment, the Dean shall inform the Member in writing, copied to the Member's Official File, of the decision on the renewal of the Lecturer Appointment. If the renewal of the Lecturer Appointment is denied, the Dean shall provide the Member with a written statement of reasons, copied to the Member's Official File and to the Association.

(e) In consultation with the Member, the course load for the renewed appointment may differ from the previous appointment to no fewer than 3 courses.

13.7.4.5.2 Non-renewal of a Lecturer Appointment under 13.7.4.5.1 does not affect the Member's right to submit the Teaching Intention for Seniority Courses application under 13.5.4, nor does it affect the Member's seniority status under 13.7.2.

13.7.4.5.3 If a Member is on leave under Article 18.5, 18.6, 18.8, 18.12.2, or 26, at the time that their Lecturer Appointment is being considered for renewal, upon their request, the renewal process under 13.7.4.5.1 shall be put on hold for 12 months, until the Member returns.

13.7.5 Senior Lecturer Appointment

13.7.5.1 A Senior Lecturer Appointment is an appointment with a renewable 5-year term, available to CTF Members who have demonstrated evidence of good teaching at the University over an extended period of time, inclusive of all duties under Article 16, and who meet all of the eligibility requirements set out below.

13.7.5.2 The University will appoint a minimum of 10 Senior Lecturers. Such appointments will be made at the discretion of the Dean(s).

13.7.5.3 Members with seniority status who have accumulated a minimum of 30 seniority points, excluding points accrued for labs and tutorials, and who have taught a minimum of 30 one-term courses or equivalent over the past 5 academic years, except for breaks for the purpose of fulfilling a Limited Term Appointment or for leaves under Articles 18.5, 18.6, 18.8, 18.12.2, and 26, are eligible to apply for a Senior Lecturer Appointment.

13.7.5.4 Members in the Faculty of Music are also eligible to apply for a Senior Lecturer Appointment if they have seniority status and have accumulated a minimum of 2,880 seniority hours for music studio and they have been

Print Version Pending

contracted by the University to teach in each of 5 previous academic years. In addition, for music studio the Member will have taught a minimum of 1,440 hours for music studio over the past 5 academic years, except for breaks for the purpose of fulfilling a Limited Term Appointment or for leaves under Articles 18.5, 18.6, 18.8, 18.12.2, and 26

13.7.5.5 The process, terms and conditions of a Senior Lecturer Appointment are as follows:

(a) By November 15, Faculty Relations shall send Members who meet the eligibility requirements as set out in 13.7.5.3 and 13.7.5.4 a list of departments/programs where new Senior Lecturer Appointments are deemed to be available, including the number of appointments per department/program, for the upcoming academic year, with a copy to the Association. A list of eligible Members will be provided to the Association.

By November 15, the Dean of the applicable Faculty shall notify the PTAC(s) of the Members eligible for a Senior Lecturer Appointment, and the number of appointments available for the upcoming academic year.

Eligible Members who are interested in a Senior Lecturer Appointment must apply in writing no later than January 25 to the Dean of the department where they have done the majority of their teaching in the last 5 years who will forward the application(s) to the departmental/program PTAC. Application materials may include a CV, a cover letter expressing their interest, and evidence of good teaching at the University over an extended period of time, which may include but is not limited to, evidence of pedagogical innovation, participation with Teaching & Learning (T&L), teaching awards, and commendations. These materials, the Member's Official File, and evaluations of the Member's performance under Article 10, if applicable, will comprise the materials for the assessment. Members who teach in more than one academic unit shall follow the process in 13.7.5.5 (c) below.

(b) A Senior Lecturer Appointment may consist of intramural courses, including but not limited to music studio, music therapy supervision and coach-accompanying, and virtual asynchronous courses, as well as Spring term courses, and labs and tutorials.

(c) A Senior Lecturer Appointment shall be department/program specific, unless the Member has historically been appointed to teach in more than one department and/or program, in which case the following conditions apply:

(i) If the Member has seniority in at least one course in more than one department and/or program, and the Member has taught courses for each of those departments and/or programs over the previous 5 years, the Member shall make their written application for a Senior Lecturer Appointment jointly to the Deans of each of these departments and/or programs, and the review of the Member's application shall be done jointly by the PTACs of the departments and/or programs.

(ii) If the Member has seniority in a course/courses in a single department and/or program, but has mainly taught courses in additional departments and/or programs over the previous 5 years, the Member shall make their written application for a Senior Lecturer Appointment to the Dean of the Department in which the majority of their teaching has taken place, copied to the other relevant Dean(s). The Member shall note on this application any courses taught outside of the department of application during the previous 5 years and the review of the Member's application shall be made in consultation with the PTAC(s) of the additional departments and/or programs.

(d) By April 15, the PTAC(s) shall, following review and assessment of the application materials in 13.7.5.5(b), provide the Dean with a ranked list of eligible Members and, for each Member in that list,

Print Version Pending

recommend that the Dean either:

(i) offer the Member a Senior Lecturer Appointment, or

(ii) not offer the Member a Senior Lecturer Appointment.

By April 15, the PTAC(s) shall advise the Members of its recommendation in writing at the same time that this recommendation is forwarded to the Dean. If the PTAC recommends that the Dean not offer a Senior Lecturer Appointment, it shall provide a written statement of reasons to the Dean and to the Member, copied to the Association. The PTAC(s) shall keep minutes of all its deliberations.

(e) By May 15, the Dean shall inform the Department Chair and the Member of their decision, including the number of courses associated with the Senior Lecturer Appointment.

(f) Members who do not receive a Senior Lecturer Appointment will automatically be considered for a Lecturer Appointment, if one is available at the time.

(g) When the offer of appointment has been accepted, the University shall provide the Association with a copy of the signed letter of appointment within 15 days of it being signed by all Parties.

(h) Subject to 16.3.2, a Senior Lecturer Appointment shall consist of a teaching load of 6, 7, or 8, 0.5 credit courses or equivalent. The number of courses in the Senior Lecturer Appointment shall be determined by the Dean, based on the number of courses the Member has regularly taught over the past 5 years. Faculty Relations will provide a report to the Dean, copied to the Association, of the number of courses eligible Members have taught over the past 5 years. The teaching load shall be limited to courses or course equivalents available to CTF that the Member has the requisite academic qualifications to teach.

(i) At the discretion of the Chair, or equivalent, courses will be assigned in the following order:

(i) courses or equivalents available to CTF in which the Member holds seniority status;

(ii) courses or equivalents available to CTF that the Member has taught more than once in the last 5 academic years;

(iii) courses or equivalents available to CTF that the Member has the requisite academic qualifications to teach.

The Senior Lecturer Appointment teaching load is not course-specific but consists of courses chosen and assigned by the Dean and/or Chair in consultation with the Member. The courses or equivalents assigned by the Dean and/or the Chair for this load may be changed from one academic year to the next in consultation with the Member.

If the assignment of the teaching load includes any course in which the Member has not previously undergone review by a PTAC, the Member may be required to submit materials to the Dean(s) and/or the Chair(s) in support of their qualifications to teach the course(s).

(j) In order to assign the teaching load under 13.7.5.5(h) the following conditions apply.

(i) If the Member holding a Senior Lecturer Appointment does not have seniority status in a course where another Member does, the Member with seniority status shall be given the right of first refusal to teach the course;

Print Version Pending

(ii) Where more than one Member has seniority status in a course, and the Member holding a Senior Lecturer Appointment also has seniority status in the course but has fewer seniority points in the course, the Member holding a Senior Lecturer Appointment shall be appointed to teach the course, only if the Dean and/or Chair consider it necessary in order to comply with the teaching load requirements for the Senior Lecturer Appointment and if there are no other courses available in which the Member has the required academic qualifications.

(iii) If a Member holding a Senior Lecturer Appointment is assigned teaching duties in each of 3 terms during an academic year, the assigned teaching duties in one of the 3 terms shall be no more than one one-term course unless identified in the appointment letter or by mutual agreement.

(k) Members holding Senior Lecturer Appointments may apply to teach additional courses in a given academic year to a maximum teaching load under 16.3.2.

(l) If a Dean cancels a course that is part of a Senior Lecturer Appointment, every reasonable effort will be made to assign the Member another course, otherwise, the provisions under Article 25.3 will apply. Payment for the reduction of hours for Music Studio Instructors, Music Therapy Supervisors and Coach Accompanists under 13.10.6 will apply. Every reasonable effort will be made, however, to maintain a consistent studio size from one year to the next.

(m) By April 1, a Member may request to reduce the teaching load of their Senior Lecturer Appointment to no fewer than 6 courses for that academic year without penalty or loss of the appointment. A Dean may reduce the teaching load for the upcoming academic year of a Senior Lecturer Appointment due to bona fide academic and/or financial fluctuations within the academic unit or sub-unit. The Dean shall provide the Member with written notice, copied to the Association, no later than April 1 without penalty or cancellation fees.

(n) In the event that a Senior Lecturer Appointment must be cancelled before the final year of the 5-year term due to bona fide academic and/or financial fluctuations within the academic unit or sub-unit, the Member shall be paid a per course cancellation fee for each course in the Senior Lecturer Appointment, to a maximum of one academic year. If the Member is notified prior to April 1, the Member shall be paid a per course cancellation fee in accordance with Article 25.3.3 (a). Otherwise, they shall be paid a per course cancellation fee in accordance with Article 25.3.3 (b), to a maximum of one academic year. In the event that a Senior Lecturer Appointment is cancelled under 13.7.5.5(p), the Member shall be considered for a Lecturer Appointment, if one is available at the time.

(o) If a Senior Lecturer Appointment is not renewed under 13.7.5.6 below, notice will be given prior to April 1 in the final year of the appointment without penalty or cancellation fees. After this date, the Member shall be paid a per course cancellation fee for each course in the Senior Lecturer Appointment, in accordance with Article 25.3.3 (a) to a maximum of one academic year.

(p) Failure to maintain a record of good teaching, inclusive of all duties under Article 16, will result in cancellation of the Senior Lecturer Appointment and will not be subject to 13.7.5.5 (l), (m), (n), or (o) above. A cancellation of a Senior Lecturer Appointment under these circumstances shall be supported by evidence that progressive consultations have been held with the Member in order to address the matter.

(q) In the event that the University is unable to meet the minimum number of Senior Lecturer Appointments specified in 13.7.5.2 due to the availability of courses for CTF, the University will inform the Association and the Parties will meet to problem-solve a mutually acceptable solution.

Print Version Pending

(r) If a Member accepts a Limited Term Appointment, their Senior Lecturer Appointment, and any applicable renewal process, will continue as scheduled.

13.7.5.6 Senior Lecturer Appointment Renewal

13.7.5.6.1 Senior Lecturer Appointments shall be renewed every 5 years subject to the following conditions:

(a) The PTAC shall meet to review the renewal no later than October 1 in the fifth year of the appointment to make a recommendation to the Dean. The PTAC shall keep minutes of all of its deliberations. At that time, the PTAC may determine that:

(i) it is anticipated that there will not be sufficient capacity within the department or equivalent for the next five years for the appointment, in which case a recommendation not to renew the appointment will be made to the Dean by October 15; or

(ii) upon review of the Member's Official File, the Member's performance under Article 16 is satisfactory and there is no need for further review, in which case a recommendation for renewal will be made to the Dean by October 15; or

(iii) upon review of the Member's Official File, further review is required, and the Member must provide documents in support of their renewal for PTAC consideration. The PTAC will inform the Member by October 15 that they must provide the documents by November 1.

(b) If the PTAC determines that further review is required as per 13.7.5.6.1 (a) (iii), then based on the Member's Official File, evaluations of the Member's performance under Article 10, if applicable, and the materials submitted by the Member, if applicable, and with the needs of the department or equivalent for the next 5 years in mind by November 15 in the fifth year of the appointment the PTAC shall:

(i) make a recommendation to the Dean for renewal if the Member holding the Senior Lecturer Appointment has satisfied all requirements under Article 16 and has a record of good teaching; or

(ii) recommend to the Dean that the Senior Lecturer Appointment not be renewed if the Member has failed to maintain a record of good teaching and/or has failed to satisfy all requirements under Article 16, with evidence that progressive consultations with the Member have failed to address concerns.

(c) By November 15 in the fifth year of the appointment, the PTAC shall advise the Member of its recommendation in writing at the time that this recommendation is made to the Dean. If the PTAC recommends that the Member's Senior Lecturer Appointment not be renewed, it shall provide a written statement of reasons to the Dean and to the Member, copied to the Association. The PTAC shall keep minutes of all of its deliberations.

(d) By December 1 in the fifth year of the appointment, the Dean shall inform the Member in writing, copied to the Member's Official File, of the decision on the renewal of the Senior Lecturer Appointment. If the renewal of the Senior Lecturer Appointment is denied, the Dean shall provide the Member with a written statement of reasons, copied to the Member's Official File and to the Association.

(e) In consultation with the Member, the course load for the renewed appointment may differ from the previous appointment to no fewer than 6 courses.

Print Version Pending

13.7.5.6.2 Non-renewal of a Senior Lecturer Appointment under 13.7.5.6 does not affect the Member's right to submit a TISC form under 13.5.4, nor does it affect the Member's seniority status under 13.7.2.

13.7.5.6.3 If a Member is on leave under Article 18.5, 18.6, 18.8, 18.12.2, or 26, at the time that their Senior Lecturer Appointment is being considered for renewal, upon their request, the renewal process under 13.7.5.6 shall be put on hold for 12 months, until the Member returns.

13.7.6 Retired Faculty Members

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

13.7.6.2 Retired faculty members may apply to teach courses for which they are qualified under 13.5 and 13.6 of this Agreement, and such applications shall be considered under the same terms as other applications.

13.7.6.3 Retired faculty members and full-time faculty members within 12 months of retirement who make an application to teach course(s) as CTF Members shall be eligible for seniority status in any course they have taught at least 3 times and at least once within 2 years of the date of retirement.

13.7.6.4 If the applicant under 13.7.5.4 has a satisfactory record as a teacher, the PTAC shall recommend to the Dean that the applicant be granted seniority status. If the PTAC recommends that seniority status be denied, it shall forward that recommendation in writing with reasons to the Dean, copied to the applicant. The PTAC shall forward its recommendation to the Dean within 10 days of receipt of the application.

13.7.6.5 The Dean's decision about granting seniority status shall be in accordance with 13.7.2.7. If a full-time faculty member within 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 23 of this Agreement.

13.7.6.6 Members who have retired from the full-time bargaining unit shall count towards seniority under this Agreement courses taught in their last 2 academic years prior to retirement. If the retired faculty member wishes to have seniority points assigned for courses taught before retirement considered for their application for courses in the CTF Bargaining Unit, they shall submit an email to the Office of Faculty Relations, listing those courses. No later than 10 days following receipt of this email, the Office of Faculty Relations shall provide to the retired faculty member, copied to the PTAC, a report of the courses the retired faculty member has taught and their seniority points to date. Once the retired faculty member has joined the CTF Bargaining Unit, they shall accrue seniority points for course(s) in accordance with 13.7.1.

13.7.6.7 Members who have retired from the full-time bargaining unit shall be subject to 13.7.3, but they shall not have access to full-time positions under 13.7.3.5. 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.

13.8 Letter of Appointment

13.8.1 Appointments shall be made by the appropriate Dean on the recommendation of the PTAC. Subject to 13.8.2, the appropriate Dean shall make the offer of appointment to the successful candidate no later than July

Print Version Pending

15 for Fall term appointments, no later than July 30 for Winter term appointments, and no later than November 15 for Winter term appointments for courses that became available after June 1, and no later than March 15 for Spring term, intersession and summer session appointments.

13.8.1.2 For Studio and Coach Accompanist appointments in the Faculty of Music, refer to Article 13.10.2.2.

13.8.2 The following offers of appointment may be made later than the dates under 13.8.1:

(a) appointments for which there were late postings under 13.4.4 or 13.4.5; 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 10 days of the appointment.

13.8.3 The successful candidate shall receive a letter of appointment electronically from the Dean or their 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 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 16.3.7 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 13.10.3.1, 13.10.3.2, 13.10.3.3 or 13.10.3.4;

(i) for Members in the Faculty of Music who are paid hourly, the anticipated workload, in accordance with 13.8.3.1;

(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 CTF Members and a link to the Collective Agreement;

(m) a statement that the appointment is subject to the terms of this Agreement and to all University policies, except as modified by this Agreement;

Print Version Pending

(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.

13.8.3.1 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.

13.8.4 If the offer is acceptable to the candidate, the candidate shall sign and return one copy of the letter to the Dean or designate who shall acknowledge receipt. 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.

13.8.5 For appointments made under 13.8.1, the successful candidate shall return the signed copy of the letter of appointment within 10 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 within 5 days of the date of the letter of appointment, the Dean or designate shall send a reminder to the candidate at their assigned Laurier email address (@wlu.ca) or the email address on the application for external applicants. If the candidate turns down the offer of appointment, or fails to return the signed letter of appointment by the deadline, 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 13.4, or if there is insufficient time prior to the beginning of term, the provisions of 13.4.4 or 13.4.5, as appropriate, shall apply.

13.8.6 If the University/Dean assigns duties under 16.5, after the receipt of the signed initial letter of appointment in accordance with 13.8, the Dean shall provide the Member with a supplementary letter of appointment setting out those duties and compensation under 28.5.1. The Member shall signify acceptance of the terms of the supplementary appointment by returning a signed copy of this letter within 10 days.

13.8.7 When the offer of appointment has been accepted, the University shall provide the Association with a copy of the signed letter of appointment within 15 days of its approval by the Office of Faculty Relations for Fall contracts and by September 30 for Winter contracts.

13.8.8 Following receipt of a signed letter of appointment, the Dean shall communicate the appointment to the chair of the PTAC or designate who shall post on the website of the academic sub-unit or equivalent a list giving the name of each CTF 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 10 days following the receipt of the signed letter(s) of appointment.

13.9 Cancellation of Contracted Work

13.9.1 If the University cancels an appointment, 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 25.3.

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 25.3.

13.9.2 The payment for the cancellation of contracted work in the Faculty of Music shall be in accordance with 13.10.6.

Print Version Pending

13.10 CTF Appointments in the Faculty of Music

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

13.10.2 Part-time Appointment Committee in the Faculty of Music

Under 13.3, the PTAC in the Faculty of Music shall consist of 3 representatives: the Faculty of Music's Temporary Chair, who chairs the committee (except in the circumstances described below) and 2 members elected by the faculty-in-council from the full-time faculty. The members of the committee must include:

1) one representative from a non-performance subdiscipline,

2) one representative from a performance subdiscipline, and

3) one rotating representative.

The rotating representative 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 5 elected members, one from each of the 5 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 studio instructor 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 instructor from the relevant non-performance subdiscipline.

In cases where the chair of the 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 the PTAC. Where an Acting Chair is required under the terms of this Article, the Acting Chair shall replace the chair of the PTAC who shall not participate in the committee.

13.10.2.1 In accordance with 13.3.1, names of both the permanent and rotating members of the PTAC as well as their areas of specialization shall be posted on the Faculty website.

13.10.2.2 For Studio and Coach Accompanist appointments in the Faculty of Music, the Dean shall make an offer of appointment to the successful candidate no later than July 31 for Fall appointments. Members will be provided with a Worksheet, including a detailed student roster, that will serve as their initial contract. Signatures, by all parties, will be included on the Worksheet, in recognition of this document being used in place of a letter of appointment at that time. Members will be notified of any updates to the student roster as they arise. Final contracts shall be provided to Members in advance of the first payroll date in September.

13.10.3 Appointment of Music Studio Instructors, Music Therapy Supervisors and Music Coach-Accompanists

13.10.3.1 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

Print Version Pending

listed in the letter of appointment under 13.8.3.

13.10.3.2 Music Studio Instructors

Changes pending from the bilateral review committee under LOU

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 in university-level studio teaching.

Studio I:

Studio I instructors shall have fewer than 2 years of university-level studio teaching experience. If they have university-level studio teaching experience, it must be satisfactory.

Studio II:

Studio II instructors shall have a satisfactory record of 2 or more years of university-level studio teaching experience and shall also have a local performance profile or record of local musical endeavors. Evidence of these activities could include, but is not limited to, concert programs and schedules, reviews, grants, recordings, festival programs, workshops, adjudications, and/or other music leadership positions.

Studio III:

Studio III instructors shall have a satisfactory record of 5 or more years of university-level studio teaching experience and shall have a position in a nationally recognized ensemble or a local performance profile or record of musical endeavors at the national level. Evidence of these activities could include, but not limited to, concert programs and schedules, reviews, grants, recordings, festival programs, workshops, adjudications, and/or other music leadership positions.

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, Studio IV instructors require a university degree or academic equivalent and a satisfactory record of 7 or more years of university-level studio teaching experience.

Studio IV instructors shall also have a position in a nationally recognized ensemble, a continuing position in a nationally recognized chamber ensemble, or a national solo performance career, or an outstanding record of musical endeavors at the national level. Evidence of these activities could include, but limited to, concert programs and schedules, reviews, grants and/or recordings, festival programs, workshops, adjudication, and other music leadership positions.

13.10.3.3 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 300 hours of clinical supervisory experience shall be appointed to the category of Support Supervisor.

Supervisor I:

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

Print Version Pending

Supervisor II:

Music therapy supervisors who are accredited music therapists, and who have a minimum of 1,500 hours of clinical practice beyond their internship, and a minimum of 300 hours of undergraduate clinical supervisory experience over not less than 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 of Music Therapy) degree, and who have a minimum of 2,500 hours of clinical practice beyond their internship, and a minimum of 400 hours of undergraduate clinical supervisory experience over not less than 3 years shall be appointed to the category of Supervisor III.

13.10.3.4 Music Coach-Accompanists

Changes pending from the bilateral review committee under LOU

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 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 500 or more hours of university-level, or equivalent, studio accompanist experience over not less than 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 750 hours of university-level, or equivalent, studio accompanist experience over not less than 3 years, shall be appointed to the category of Coach-Accompanist III;

Alternatively, a music coach-accompanist with a minimum of 1,500 hours university-level studio accompanist experience over not less than 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 1,500 hours of university-level, or equivalent, studio accompanist experience in not less than 5 years, and a nationally recognized reputation exhibited through performances and recordings shall be appointed to the category of Coach-Accompanist IV.

Alternatively, a music coach-accompanist with a minimum of 3,000 hours of university-level studio accompanist experience over not less than 7 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 IV.

Print Version Pending

13.10.4 Application and Procedures for Promotion in Category

13.10.4.1 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 10 days of the receipt of the application, the Dean shall copy the application to the Music Part- time Appointments Committee.

13.10.4.2 The Member's Official File, including the record of employment, teaching surveys and other evaluations, shall be provided to the PTAC. Only this documentation, evaluations of a Member's performance under Article 10, and any material submitted by the Member shall be used in assessing the application.

13.10.4.3 The Music PTAC shall be constituted in accordance with 13.3.3 and 13.10.2.

13.10.4.4 The Music PTAC shall assess applications for promotion in accordance with the criteria set out in 13.10.3.2 or 13.10.3.3 or 13.10.3.4 as appropriate. The Member may be invited to appear before the Music PTAC, and the committee may request from the Member additional information it deems necessary or relevant to make a recommendation. A recommendation of the Music PTAC shall be based only on documentation presented pursuant to this clause and 13.10.4.1 and 13.10.4.2. The report of the Music PTAC shall include a numerical record of the vote upon which the recommendation is based. This vote shall take place no later than 25 days from the receipt of the application by the committee under 13.10.4.1.

13.10.4.5 Within 5 days of taking a vote, and no later than 30 days from the receipt of the application by the committee under 13.10.4.1, 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.

13.10.4.6 Within 15 days of receiving the recommendation regarding promotion under 13.10.4.5, 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.

13.10.4.7 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 and verification of the requisite academic or professional certificate.

13.10.5 Seniority Status for Music Studio Instructors, Music Therapy Supervisors and Music Coach-Accompanists

13.10.5.1 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 5 studio areas (keyboards, voice, winds/brass/percussion, strings, and composition). A Member shall be eligible for seniority status in studio instruction after accruing 288 hours of studio instruction in a period of not less than 24 months. In any case, a Member who has taught a studio over 4 consecutive contract years with not less than 144 hours of studio instruction shall be eligible for seniority status. Seniority hours shall be computed from September 1, 1996.

13.10.5.2 Upon achieving eligibility for seniority status under 13.10.5.1, and in accordance with 13.7.2.3 a Member shall be granted seniority status by the PTAC in the Faculty of Music unless there are substantiated concerns regarding the Member's duties under Article 16.1.2. If there are such substantiated concerns, then the Member shall be evaluated by the PTAC for seniority status. Procedures for the evaluation and granting of

Print Version Pending

seniority status for Music Studio Instructors shall be in accordance with 13.7.2.4, 13.7.2.5, 13.7.2.6, 13.7.2.7, 13.7.2.8, 13.7.2.9, 13.7.2.10, 13.7.2.11 and 13.7.2.13.

Changes pending for 13.10.5.3 from the bilateral review committee under LOU

13.10.5.3 The application of seniority under 13.7 for CTF 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 new student may send a written request to the Dean of Music's office by July 1 to join a particular Members' studio. A response to the request will include the Member. There is no guarantee that the request will be approved. A Member shall be deemed to have recruited a student if the student requests to join the studio of that Member by their audition date. Student recruitment costs are eligible for reimbursement under 13.10.7;

(b) subject to 13.7.3.1, 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, and after meaningful consultation with the Member, and only if efforts to resolve the issue are not successful, the Dean reassigns the student to the studio of a different instructor. There is no guarantee that a request to change studios will be approved;

(c) Members with seniority status shall be offered new students equal in number to those who left their studio in the previous year as a result of graduation, withdrawal from the program, provided the number of new students is sufficient. Other circumstances will be considered on a case-by-case basis. 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 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 13.10.5.1 above, after student requests for specific teachers have been considered to a total teaching load maximum of 22.5 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 13.10.5.1 above, after student requests for specific teachers have been considered to a total teaching load maximum of 22.5 hours per week.

13.10.5.4 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 for seniority status after accruing 288 seniority hours in a period of not less than 24 months. In any case, a Member who has been employed as a Music Therapy Supervisor by the University over 4 consecutive contract years with not less than 144 seniority hours shall be eligible for seniority status. Seniority hours shall be computed from September 1, 1996.

13.10.5.5 Music Coach-Accompanists shall accrue seniority hours based on the number of assigned coach-

Print Version Pending

accompanying hours (hereafter referred to as seniority hours) they have completed for coach-accompanying in one of 4 music studio areas (voice, opera, strings or winds/ brass). A Member shall be eligible for seniority status as a coach- accompanist in a studio area after accruing 500 seniority hours in that studio area in a period of not less than 24 months. In any case, a Member who has been employed as a Music Coach-Accompanist by the University over 4 consecutive contract years with not less than 250 seniority hours shall be eligible for seniority status. Coach-accompanying seniority hours will be tracked in each of the 4 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.

13.10.5.6 The application of seniority under 13.7 for coach-accompanists shall apply to a total coach-accompanying load maximum of 750 coach-accompanying hours per academic year.

13.10.5.7 Upon achieving eligibility for seniority status under 13.10.5.4 or 13.10.5.5, and in accordance with 13.7.2.3, a Member shall be granted seniority status by the PTAC in the Faculty of Music unless there are substantiated concerns regarding the Member's duties under Article 16.1.2. If there are such substantiated concerns, then the Member shall be evaluated by the PTAC for seniority status. Procedures for the evaluation of seniority status shall be in accordance with 13.7.2.4, 13.7.2.5, 13.7.2.6, 13.7.2.7, 13.7.2.8, 13.7.2.9, 13.7.2.10, 13.7.2.11 and 13.7.2.13.

13.10.6 Payments for Reduction of Hours for CTF Music Studio Instructors, Music Therapy Supervisors, and Music Coach-Accompanists

13.10.6.1 CTF 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 25.4.5, 25.4.6, or 25.4.7 as appropriate;

(b) If contracted hours are reduced by the University before the end of 2 full weeks of classes, the instructor will be paid for any lessons they have taught during that time but the payment under (c) shall not apply.

(c) If contracted hours per individual student(s) are reduced by the University for reasons other than student withdrawal from the course following the end of 2 full weeks of classes, the University shall pay the CTF Member the lesser of the balance of the remaining contract per individual student(s) or 20% of the total contracted hour for the individual student(s).

13.10.6.2 The instructor is expected to notify the Undergraduate Officer or designate when a student is absent for two consecutive weeks of a studio course, without notification to the instructor. There will be no adjustments to a Member's pay until the student's withdrawal is confirmed.

13.10.6.3 If a student withdraws from the course after the end of the second week of classes, the Dean or designate shall promptly give written notice to the Member of the student's withdrawal or deregistration from the course, and of the student's official drop date, which will be recorded by the Registrar's Office. Upon receipt of this notice, the Member shall be paid at the contracted hourly rate for all classes scheduled for 4 weeks beyond the official drop date of the student.

13.10.6.4 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 4-week period, the Member shall receive the payment under 13.10.6.1(c). Payments under 13.10.6.1(c) and this Article shall not exceed the total contracted amount for the cancelled work.

Print Version Pending

13.10.6.5 When all or part of contracted instruction is cancelled after the end of the second week of classes, the Member shall accrue seniority hours for the paid hours of work including hours for all lessons scheduled for 3 weeks beyond the official drop date or deregistration of the student under 13.10.6.3.

13.10.7 Student Recruitment

13.10.7.1 CTF who provide trial lessons for the purpose of recruiting students to the Faculty of Music in accordance with Faculty of Music guidelines shall be reimbursed at the rate outlined in 25.4.5.1.

13.10.7.2 CTF who travel for the purpose of student recruitment at the request of the Faculty of Music shall be eligible for reimbursement costs under 28.10.

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 master's 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 UL shall inform the Association of the appointment stating the reason. Contract Appointments are made to meet the following specific needs:

(a) a provisional appointment of 24 months for the initial appointment of a Librarian Member; periods of service in Contract Appointments shall be deemed to be periods of provisional service as per 14.2.6;

Print Version Pending

(b) as a replacement when a full-time librarian or a Librarian Member with a Part-time Continuing Appointment is on leave or temporarily transferred to another duty within the University;

(c) to appoint a librarian for a specific project of fixed duration, or to provide for specific Library needs based upon provisional funding or activities of a trial nature.

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

14.2.4 For Members with Contract Appointments for a period of 12 months or more, the UL, at least 4 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 their 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 2,392 hours of service over a period of not less than 2 years in Contract Appointment(s), and who has a record of consistent and satisfactory performance of duties and responsibilities as described under Article 17, shall be eligible for a Part-time Continuing Appointment. A Part-time Continuing Appointment is initiated by the UL or the Part-time Librarian Appointment Committee (PTLAC) in accordance with 14.4.4 and 14.3.3.

14.3.3 When a Member has completed 3,588 hours of service over a period of not less than 3 years in Contract Appointments, the UL 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 UL shall provide a written report of this review to the PTLAC, 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 PTLAC shall recommend to the UL that the Member be offered a Part-time Continuing Appointment.

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

14.3.5 If the duties and responsibilities of a Member with a Part-time Continuing Appointment are reassigned to a new full-time position, the provisions of 14.7.4 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 22, the order of lay-off shall be in reverse seniority among Members with Part-time Continuing Appointments. The UL shall provide the Member selected according to reverse seniority with a written statement of reasons, copied to the Association. A Member who has held a Part-time Continuing Appointment for less than 5 consecutive years shall be given 2 months' notice

Print Version Pending

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

14.3.7 For the purpose of calculating severance pay as stipulated in 14.3.6, in addition to the years of consecutive service in a Part-time Continuing Appointment, a Member shall receive up to 2 years of credit for consecutive service in Contract Appointments which immediately preceded the Part-time Continuing Appointment.

14.4 Initiating and Recommending Appointments

14.4.1 Part-time Librarian Appointment Committee (PTLAC):

(a) The Library shall have a Part-time Librarian Appointment Committee (PTLAC).

(b) The PTLAC shall include the Department Head of the unit or equivalent in which the vacancy exists, who shall chair the committee and 2 full-time Librarians elected by the librarians-in-council. The members of the PTLAC shall represent a minimum of 2 different departments.

14.4.2 Once the UL has determined that a part-time appointment is needed, the PTLAC shall seek applications by posting the position(s) under 14.5. The posting of positions under 14.5 shall be subject to 14.4.3, 14.3.3, and seniority provisions under 14.7.2. In consultation with the AUL who supervises the Library Department in which the vacancy exists, otherwise the UL, the PTLAC shall review all applications, and draw up a short-list. Prospective candidates shall be interviewed by the PTLAC and the AUL, where appropriate. The AUL, where appropriate, shall forward their own recommendation along with the recommendation of the PTLAC to the UL, who shall make the final decision.

14.4.3 Subject to the Member's satisfactory performance of duties under Article 17, the UL may propose to the PTLAC, and the Committee may recommend to the UL that a Contract Appointment be renewed or that an eligible Member be offered a Part-time Continuing Appointment.

14.4.4 When the UL denies a recommendation of the PTLAC that a Member's Contract Appointment be renewed, or that a Part-time Continuing Appointment be made, under 14.4.3 or 14.3.3, the UL 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 in accordance with 14.5.3 on the Library's 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 15 calendar days from the date of posting. Should a position become open less than 2 months from the commencement of the appointment, the position shall be posted for at least 10 calendar days, and the deadline for applications shall be at least 10 calendar days from

Print Version Pending

the date of posting.

14.5.4 Applications shall be sent to the UL or the AUL who supervises the Library Department in which the vacancy exists, and then forwarded to the PTLAC.

14.6 Application for a Position

14.6.1 Applications for a position in the Library shall be in writing to the UL or the AUL who supervises the Library Department in which the vacancy exists 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 contact information 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 PTLAC. The chair of the PTLAC requests access to the Member's Official File through the Office of the UL. Only this documentation, evaluations of a Member's performance under Article 10, and any material submitted by the Member shall be used in assessing the application.

14.6.3 The UL shall maintain a roster of professional librarians who have expressed an interest in part-time employment. Members with Contract Appointments who apply in writing expressing an interest in a subsequent appointment shall be placed on the roster, and shall be deemed to have applied for available positions within the next 12-month period for which they are eligible. The letter requesting inclusion on the roster shall be accompanied by the Member's current curriculum vitae. The roster shall also include external candidates jointly identified by the PTLAC and the AUL as part of the interview and recruitment process. These external candidates shall remain on the roster for 12 months.

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 2,392 hours of service in the University Library.

14.7.3 If 2 or more Members with equal seniority are applicants for a position, the PTLAC, in consultation with the supervising AUL, otherwise the UL, shall forward the applications of these Members with equal seniority to the UL, with a recommendation for the appointment, and the UL 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 they apply, 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 24 months.

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

Print Version Pending

14.8 Letter of Appointment

14.8.1 The successful candidate shall receive a letter of appointment in duplicate from the UL 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 and to all University policies, except as modified by 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 UL.

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 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

Print Version Pending

through the UL.

15.2.2 With the exception of 15.2.3, a Member shall not be considered for promotion without their consent.

15.2.3 When a Member holding the rank of Librarian I is granted a Part-time Continuing Appointment, they 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 3,588 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 7,176 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 AND WORKLOAD OF CTF MEMBERS

16.1 Duties and Responsibilities

16.1.1 The responsibilities of CTF 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 Contract Teaching Faculty are:

(a) to develop course materials in alignment with the University calendar;

(b) to deliver assigned courses which reflect the current state of knowledge and the course description in the University Calendar;

(c) to adhere to Department (or equivalent), and University policies except those University policies as modified by this Agreement. The University shall provide to Members an electronic link to the University policies;

(d) 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;

(e) to provide the Chair or equivalent with a course outline in an accessible electronic format no later than one week prior to the start of classes each term, and to provide students with the course outline during the first week of class. Any changes to the course outline throughout the term should be done in consultation with the students and a revised copy provided to the Chair;

(f) the course outline shall include at least the following information:

(i) the name, office address, location of office hours, assigned Laurier employee email address (@wlu.ca) and weekly office hours of the Member;

Print Version Pending

(ii) the mode of delivery for the course and assessments;

(iii) the subject matter to be explored in the course;

(iv) textbook and course material requirements;

(v) a list of all required assignments and examinations, the relative weight of assignments and examinations in the final assessment of student performance; and the due dates for assignments and tests common to the entire class and worth more than 10% of the final grade. In classes in which students have individual projects or assignments, due dates shall be arranged by consultation between the instructor and the student;

(vi) all Senate-required course outline components and statements including any additional identified statements by the sub-unit;

(g) to be fair and objective in relations with students and in grading of student assignments;

(h) to be available for student consultations, including the posting and observance of reasonable office hours;

(i) to meet at scheduled times with tutorial, seminar, laboratory, and lecture groups except for reasonable change with due notice where possible;

(j) to be responsible for the preparation, proctoring and timely grading of all assignments, mid-term and final examinations, as required by their courses, or tutorials, or labs and as required by Senate; Members shall not be assigned the duties of Presiding Officer with responsibilities for courses other than their own course(s);

(k) to submit final grades as required by Senate;

(l) to attend training as required by the University.

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 D 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. Where the academic duties relate to graduate theses, dissertations or research papers, the Member must hold a current appointment to the Graduate Faculty.

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 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 28.4.1 and Appendix D. 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 13.4, and Members shall not accumulate

Print Version Pending

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: University-provided computer(s) as per 4.2.2 (c), office productivity software on the same terms as full-time faculty, printing, email, the University's learning management system, the University's 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 28.7;

(d) there shall be funds available to provide financial support for Members' research activities and professional development under 28.8;

(e) the University Research Office shall assist Members in making applications to external granting agencies;

(f) Members' assigned Laurier employee email privileges and library privileges shall be retained for a period of 36 months following the end of the Member's last appointment. For Members not previously employed by the University, temporary email privileges and library services 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 email services and library services has been made available.

(g) Members shall be eligible to apply for an Adjunct Faculty appointment by emailing their Chair and with the support of a Full-Time Faculty Member, per Policy 8.12.

16.3 Teaching 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 1 – June 30) and Summer Session (July 1 – August 31) courses are considered as part of the Spring Term.

16.3.2 Members may teach a maximum of 4 one-term courses or equivalent in a term. Notwithstanding the foregoing, Members may teach a maximum of 10 one-term courses or equivalent in an academic year.

In the Faculty of Music, one 0.5 credit course is the equivalent of 3 hours of studio teaching such that each assigned 0.5 credit course would reduce the maximum studio teaching by a multiple of 3. For example, two 0.5 credit courses would reduce the maximum studio teaching by 6 hours; one 0.25 credit course would reduce the maximum studio teaching by 1.5 hours.

16.3.3 Members teaching a course are employed for the entire period of the term or terms in which the course is scheduled. Members who teach courses that have a duration of less than one term, or who teach courses on a team-taught basis, shall have their employment period and hours of work determined on a pro rata basis in accordance with the period for which they have duties and responsibilities for instruction in the course.

Print Version Pending

16.3.4 For the University's reporting for the purposes of Employment Insurance (EI), a one-term course or equivalent shall be deemed to be the equivalent of 235 hours of work.

The maximum workload for studio instruction/music therapy supervision is 22.5 hours per week. Over 2 terms, the maximum instruction/supervision hours would be 540 (i.e., 22.5 hours/week multiplied by 24 weeks). Since the maximum EI hours over 2 terms is 140 hours, then each studio hour taught is equivalent to 2.61 EI hours.

The maximum workload for a coach accompanying per academic year is 750 hours. Assuming this is equivalent to 6 0.5 credit courses, then each Coach Accompanist hour is equivalent to 1.88 EI hours (i.e., 1410 EI hours, divided by 750).

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 50-minute class equals one hour, and a scheduled 80-minute class equals 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 13.4, and the letter of appointment under 13.8 shall stipulate the classroom contact hours as posted. The norm for the number of classroom contact hours for a 2-term course is the equivalent of 72 hours (or 3 hours per week for 24 weeks), for a one-term course is the equivalent of 36 hours (or 3 hours per week for 12 weeks), and for a 0.25 credit course is the equivalent of 18 hours (or 3 hours per week for 6 weeks). The one-term equivalents for tutorial and lab sections are set out in 16.3.6. If the number of posted classroom contact hours for a course varies from the norms above, or from 16.3.6, the Dean or designate shall provide a written statement of reasons to the Association along with a copy of the posting under 13.4.1.

In the Faculty of Music, the definition of a classroom contact hour does not apply to Studio Instructors, Music Therapy Supervisors, or Coach Accompanists who are paid on an hourly basis (as per Article 25.4.5, 25.4.6, and 25.4.7). For these roles, the contracted time refers to actual teaching minutes. (For example, a 10-hour contract equals 600 minutes of instruction).

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, 36 classroom contact hours per term shall be equivalent to a one-term course; appointments to teach fewer or more than 36 classroom contact hours per term shall be compensated on a pro rata basis;

(ii) a Member may be appointed to teach up to 6 tutorial sections in a course that meets once every second week, but in this case there shall be no more than 36 classroom contact hours per term, and the Member shall be entitled to the marking and grading allowance or assistance under 16.3.8;

(iii) with respect to language tutorials taught by a CTF Member that are primarily conversation practice, the number of classroom contact hours shall be 72 per one-term course equivalent; appointments to teach fewer or more than 72 classroom contact hours per term shall be compensated on a pro rata basis;

(iv) for tutorial sections in the Faculty of Science, the number of classroom contact hours shall be the same as set out in 16.3.6(a)(iii), above, unless otherwise approved in advance by the Dean, in which case appointments to teach a tutorial section(s) shall be the same as set out in 16.3.6(a)(i), above. Chairs shall submit the rationale for designating a tutorial as such to the Dean for approval in advance of posting/assigning such tutorials(s).

(b) Lab sections:

Print Version Pending

For lab sections, the number of classroom contact hours shall be 72 per one-term course equivalent. Appointments to teach fewer or more than 72 lab classroom contact hours per term shall be compensated on a pro rata basis.

For appointments to teach tutorial or lab sections of 2-term courses or 0.25 credit courses, the provisions of (a) and (b) above apply to each term, or portion of the term, of the appointment.

16.3.7 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 16.3.6, the Member shall be compensated on the pro rata basis of 36 contact hours for a one-term course or equivalent.

16.3.8 Marking, Grading, and Student Support Allowance or Assistance

16.3.8.1 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 (e) below, shall receive a marking/grading allowance in accordance with (a) or (b) below in addition to marking/grading assistance under (c) below if they choose, or in lieu of this allowance (with or without assistance), a Member may elect to have solely marking/grading assistance under (d) below:

(a) in each one-term course or equivalent with an enrolment in excess of 50 students, other than virtual asynchronous courses, the Member is entitled to receive a marking/grading allowance. This allowance shall be based on the rate set out in 28.2.1 for each student in excess of 50 to a maximum allowance for 150 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 February 1 for Winter term, June 1 for Spring term, and October 1 for Fall term. Members teaching 2-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 each one-term course or equivalent virtual asynchronous course with an enrolment in excess of 100 students, the Member is entitled to receive a marking/grading allowance. This allowance shall be based on the rate set out in 28.2.1 for each student in excess of 100 to a maximum allowance for 150 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 February 1 for Winter term, June 1 for Spring term, and October 1 for Fall term. Members teaching 2-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;

(c) for each student in excess of the maximum allowance in (a) or (b) above, a Member may elect to have marking/grading assistance provided by the University. This assistance shall be on the basis of one hour of assistance for each student;

(d) in lieu of receiving the marking/grading allowance under (a) or (b) above, a Member may elect to have marking/grading assistance provided by the University. This assistance shall be on the basis of one hour of assistance for each student in excess of 50 (or 100 for virtual asynchronous courses). Members shall apply in writing for marking/grading assistance to the Department Chair or equivalent within 2 weeks of the commencement of the term, and shall be notified of the assistance to be provided within 2 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:

Print Version Pending

the marking/grading allowance set out in (a) or (b) 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 28.2.1);

(e) Members are not eligible to receive the marking/grading allowance or marking/grading assistance under 16.3.8.1(a), (b), (c), or (d) 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 (f) below;

(iii) a course in which 60% or more of the grade is based on machine-marked tests, exams and assignments;

(f) If a Member is assigned a one-term course equivalent for 6 tutorial sections which meet on alternate weeks, or which meet weekly for 6 weeks, and the Member is responsible for the marking/grading, under 16.3.6(a) (ii) the Member shall be eligible for the marking/grading allowance or assistance under 16.3.8 (a), (b), (c), or (d) for students in excess of 75 to a maximum of 50 students.

16.3.8.2 When the total number of students for whom the Member has marking/grading responsibility is in excess of 125 students in a given term, and no marking/grading allowance or assistance under in 16.3.8.1(a), (b), (c), or (d) is provided, a Member shall be provided with marking/grading assistance as follows:

(a) one hour of marking/grading assistance for each student in excess of 125 to a maximum of 75 hours. The Member makes this request to the Department Chair or equivalent within 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 16.3.8.1(d);

(ii) a course in which 60% or more of the grade is based on machine-marked tests, exams and assignments.

16.3.8.3 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 125 students provided the Member is not receiving a marking/grading allowance or marking/grading assistance under 16.3.8.1.

16.3.9 For additional counselling 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 28.3.1.

16.3.10 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 CTF Members and to classes taught by full-time faculty.

16.4 Student/Faculty Ratio

Print Version Pending

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 September 30 each year, the University shall provide to the Association, a report on enrolment in courses taught by CTF Members. This report shall include:

(i) a report on intramural courses taught by CTF 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 CTF Members;

(iii) a report in a similar format for off-campus courses taught by CTF Members;

(iv) a report on directed studies and thesis courses taught by CTF 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 CTF 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 CTF Member with a summary by term of the number of courses, number of students and average class size;

(vi) a report for CTF 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 CTF 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 CTF 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 September 30, shall include courses taught in the Fall, Winter and Spring terms of the previous academic year.

16.5 Academic Responsibilities in Addition to Teaching

16.5.1 If the Dean or, with the approval of the Dean, the Chair or equivalent 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 28.5.1. A copy of the updated letter of appointment will be copied to the Association.

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.

Print Version Pending

16.6 Report of Activities

16.6.1 At the end of each academic term, the CTF Member may submit an updated teaching dossier and/or CV, in accordance with 19.5, to their Official File.

16.6.2 The report may include a list of courses/labs/tutorials taught including the mode of delivery, the number of students in each class, additional counselling or supervisory responsibilities under 16.1.2; and a copy of course outline(s), and any other course materials the Member may wish to include, such as EDII informed teaching practices, experiential forms of teaching, new course development, teaching initiatives, conferences, workshops, and/or courses attended.

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, contributions to papers and conferences, presentations in a credible academic, professional or journalistic forum, contributions in the performing or creative arts, community-engaged scholarship, Indigenous forms of scholarship, research and other scholarly work achieved or in progress, a list of graduate degrees awarded or in progress and a statement of research or scholarly work in progress; workshops, conferences, and/or courses attended;

(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, contributions to the academic community, contributions to the Member's community, workshops, conferences, and/or courses attended, awards and other honours received, in the Member's area of disciplinary expertise.

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, Program, 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 13.4. Once a Member has been appointed to teach a course, they 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 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.

16.7.6 The University shall not remotely administer devices owned by Members without the Member's

Print Version Pending

consent.

16.8 Virtual Asynchronous and Other Special Types of Teaching

16.8.1 General

16.8.1.1 Appointments for virtual asynchronous credit courses 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 all or in part through the Internet.

16.8.1.3 Subject to the maintenance of a satisfactory teaching performance in the course, which includes duties under Article 16, a Member, who is the creator of a virtual asynchronous course shall be offered an appointment to teach the course for the first 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 18.4.4 of the full-time collective agreement, the course shall be posted under 13.4.

16.8.1.4 For virtual asynchronous 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 approved travel, lodging, meals, fax and long-distance telephone costs incurred in teaching these courses.

16.8.1.5 The introduction of a virtual asynchronous 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 Virtual asynchronous courses 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 Virtual Asynchronous Courses

16.8.2.1 The duties and responsibilities of CTF Members teaching virtual asynchronous courses are those set out in 16.1.2, (b) through (k), and shall be subject to 16.8.2.2.

16.8.2.2 The Parties agree to the following specific provisions for virtual asynchronous courses:

(a) CTF Members shall present courses that are consistent with approved department course design;

(b) after appointment to teach a virtual asynchronous course, CTF Members shall provide course information, such as textbook requirements and costs, requisite additional supplies, and methods of student assessment, as requested by eLearning, in order to meet publication and other administrative deadlines;

(c) during the first week of the teaching term, CTF Members shall provide their contact information and online contact hours to eLearning;

Print Version Pending

(d) CTF 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) assignments shall be submitted, graded and returned to students by Members in electronic format;

(f) if the Member requests, responsibility for the receipt and return of student assignments, midterm tests, and final examinations shall rest with Examinations, Scheduling and Booking office;

(g) CTF 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;

(h) virtual asynchronous courses shall be evaluated in accordance with Article 19.3.

16.8.2.3 eLearning shall only access electronic sites for courses with the permission of the instructor, or in accordance with the requirements of University Policy 9.1 on the Use of Information Technology, and subject to 16.8.2.4. The instructor may request technical assistance from eLearning, but is not obliged to give open access to communications between the CTF Members and the students in the course.

16.8.2.4 To accommodate students with print disabilities 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 C.

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

16.9 Music Studio Instructor/Music Therapy Supervisor/Music Coach-Accompanist Additional Duties

16.9.1 Members with music studio, music therapy supervision, or music coach-accompanist appointments may have duties and responsibilities in addition to the instruction of individual students. The compensation paid for these duties under 25.4.5.2 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 25.4.5.2 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 25.4.5.2.

16.9.3 Any additional duties under 16.9.1 or 16.9.2 not covered under 25.4.5.2, which require the Member's professional qualifications as a musician shall be paid according to the total hourly rate under 25.4.5, 25.4.6, or 25.4.7 as appropriate. Administrative duties shall be compensated under 28.5.1.

16.9.4 In 2-term Music Studio courses, at the end of the first term, the Member shall provide each student with a written interim assessment of their first-term performance based on Faculty guidelines approved by Divisional Council. This must be completed by December 15, and provided electronically to each student, copied to the Faculty of Music's Academic Advisor.

16.10 Workload for Field Supervisors in the Faculty of Education

Print Version Pending

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 4 different schools shall be equivalent to a one-term course, or

(b) 12-15 students distributed among no more than 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 one seniority point, and a one-term, undergraduate-course salary as compensation for this work in accordance with the terms of Article 25. 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 25.6.2.

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 28.10. 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 5 normally-scheduled practicum sessions in the Fall and Winter terms, the Member shall receive compensation for this work under the terms of 28.6.3. 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. The AULs are responsible for assigning workload of Librarian Members within their organizational areas in accordance with this Article 17. The AULs shall submit to the UL for approval a proposal for assigned workload for each Member. For Librarian Members not supervised by an AUL, duties and responsibilities will be assigned by the

Print Version Pending

UL in accordance with this Article 17. Without minimizing the importance of (b) and (c) above, 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 their 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, 28.7, and 28.8 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 Professional Development Funds under 28.8, and for Professional Expense Reimbursement under 28.7.

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

Print Version Pending

librarians, and the University will endeavour to assign responsibilities and workload accordingly.

17.1.7 Adjustments to the normal workload may be made when a Part-time Librarian Member, with their consent, undertakes a special assignment requested by the UL and/or supervising AUL.

17.1.8 Librarian Members with Part-time Continuing Appointments who, as part of their assigned duties and responsibilities under 14.8.1 and 17.1.1, 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 UL and/or supervising AUL and Members. One evening every 2 weeks and 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 UL and the Member.

Upon written request, in advance, to their supervising AUL, otherwise to the UL, a Member may request to perform some of their duties off-campus on a non-recurring basis. In reviewing such requests, the supervising AUL or the UL, as applicable, shall consider the needs of the Library and such requests shall not be unreasonably denied.

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 UL, Part-time Librarian Members shall be compensated by the equivalent time off.

17.2.4 For hours worked on holidays (Article 18.11), Part-time Librarian Members shall be compensated in accordance with 18.11.4.

17.3 Annual Report of Activities

17.3.1 Each Librarian Member with a Part-time Continuing Appointment shall submit to the UL copied to the supervising AUL where appropriate, 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 shall be copied to the Member's Official File. The Annual Report, which shall be completed on a standardized form supplied by the UL, shall include the following information;

(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.

Print Version Pending

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 they wish to do so.

17.3.2 By June 30, the UL, or supervising AUL, where applicable, shall meet with the Member to review the accomplishments outlined in the Annual Report of Activities and to discuss objectives for the following year.

ARTICLE 18: LEAVES

18.1 Academic and Professional Leave

18.1.1 A Member may apply to the Dean/UL 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 CTF Member to make up any class missed as a result of an academic or professional leave. When making up the class is not feasible, an alternative arrangement will be made in consultation with the Department Chair or Dean, as appropriate.

18.2 Compassionate Leave

18.2.1 Members are entitled to Compassionate Leave with full pay for periods up to 5 working days in the case of illness or death in the Member's immediate family, where, for the purposes of this Article is defined as:

(a) the Member's spouse, common-law spouse, same sex partner ("spouse" for the purpose of this Article);

(b) a child, step-child or foster child of the Member or of the Member's spouse; or the spouse of a child, step-child or foster child of the Member;

(c) a sibling of the Member;

(d) a parent, step-parent or foster parent of the Member or of the Member's spouse;

(e) a grandparent, step-grandparent, grandchild or step-grandchild of the Member or of the Member's spouse;

(f) any relative of the member who is dependent on the Member for the care or assistance;

(g) a ward of the Member; or

(h) any other individual considered to be like family.

18.2.2 Members shall give reasonable notice of need for such leave to the Dean, UL, or equivalent administrative officer, through the Department Chair, Coordinator or equivalent, where appropriate. Notification may be made by telephone, email or fax, when it is not reasonable to otherwise discuss the matter with the Department Chair or equivalent in person.

18.2.3 Compassionate Leave with full pay and, if applicable, benefits for periods longer than 5 working days may be granted by the Dean, UL, or equivalent administrative officer. Reasons for granting a longer period of leave may include, but are not limited to, circumstances when extended travel is required by the Member, or

Print Version Pending

to accommodate creed-based bereavement practices as per Policy 8.7 Employment Accommodation.

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, c. 41 s. 50 (5).

18.3 Personal Leave

18.3.1 Members are entitled to Personal Leave of up to 3 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, UL or equivalent administrative officer, through the Department Chair or equivalent, where appropriate. Notification may be made by telephone, email 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 Compassionate Care Leave-Supplemental Benefit

18.4.1 Members who care for a terminally ill family member under the terms of the Employment Standards Act, c.41 s.49.1 and who apply and are approved for EI benefits are eligible for a supplementary employment benefit as follows: a Member shall receive 100% of their salary for the first 2 weeks, and in addition for the period up to a maximum of 6 additional weeks, the Member shall receive an amount equal to the difference between the EI benefits received and 95% of the Member's salary.

18.4.2 To receive the supplementary employment benefit in 18.4.1, the Member shall first provide the University with proof of approval for compassionate care benefits from Employment and Social Development Canada.

18.4.3 A CTF Member or Librarian Member on a Contract Appointment who has not been granted a further consecutive appointment shall be eligible for Compassionate Care Supplemental Benefit under 18.4 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 and has not left the employ of the University shall continue to be eligible for the supplemental benefit as set out in this Article.

18.5 Court Leave

18.5.1 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), or supervising AUL or the UL, as appropriate, of the summons as soon as possible.

Print Version Pending

Members shall supply the Chair (or equivalent), or supervising AUL or the UL, as appropriate, with a copy of the summons.

18.5.2 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.

18.6 Sick Leave

18.6.1 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.

18.6.2 If the cause of absence from work is illness or accident compensable under the Workplace Safety and Insurance Act, the Member shall apply for compensation under the provisions of the legislation, and if the Member receives such compensation, the University shall pay the difference between 100% of the Member's full pay and the compensation received under the Workplace Safety and Insurance Act for a maximum period of 4 months or until the expiration of the Member's appointment, whichever comes first. For Members who have an immediately succeeding appointment or a renewal of an appointment with no period of interruption in employment with the University, the period of eligibility for the sick leave includes the period of the succeeding appointment. If the Member applies for but does not receive compensation under the provisions of the legislation, the provisions of 18.6.4 apply.

18.6.3 A Member unable to attend to their duties because of illness or accident shall advise their Chair (or equivalent), their supervising AUL or where appropriate, the UL, promptly and the Member shall, upon request, produce medical evidence, satisfactory to the University, of such illness or accident.

18.6.4 CTF Members who are on sick leave are entitled to receive full pay for working days missed, for up to 10 days per academic term.

18.6.5 The sick leave entitlement for Part-time Librarian Members on Contract Appointments will be based on an annual entitlement of 21 sick days per year at full salary prorated on the basis of the appointment period. The sick leave entitlement for Part-time Librarian Members on Continuing Appointment will be prorated on the basis of the sick leave entitlement for full-time professional librarians.

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

18.6.7 During the period of sick leave under 18.6.4, benefits coverage and applicable premium payments by a Librarian Member with a Part-time Continuing Appointment and the University will continue.

18.6.8 Should the sick leave period extend beyond the period of entitlement under 18.6.4 or 18.6.5, 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 18.6.4 or 18.6.5.

18.6.9 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.

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

18.7 Domestic or Sexual Violence Leave

Print Version Pending

18.7.1 Domestic or Sexual Violence leave is a job-protected leave to be taken for specific purposes when a Member or a Member's child has experienced or been threatened with domestic or sexual violence.

18.7.2 Members are eligible for such leave in accordance with the Employment Standards Act, 2000, S.O 2000, c. 42 (ESA). As such, the first 5 days of leave taken in a calendar year will be paid, and the rest are unpaid.

18.8 Reservist Leave

18.8.1 If a Member is a reservist in the Canadian Armed Forces they will be entitled to reservist leave in accordance with ESA, and while on such leave the Member will retain their accrued seniority.

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

18.9.1 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.

18.9.2 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.

18.9.3 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.

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

18.9.5 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.

18.9.6 The Member shall not be deemed to have accepted the terms of such leave of absence until they have so notified the University in writing. Failure to accept within the deadline specified in 18.6.5 shall be deemed to constitute non-acceptance.

18.10 Vacation Entitlement

18.10.1 Contract Teaching Faculty

In lieu of vacation days, CTF Members are entitled to vacation pay in accordance with the compensation schedules set out in Article 25 of this Agreement.

Print Version Pending

18.10.2 Part-time Professional Librarians

18.10.2.1 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 their supervising AUL, otherwise to the UL in advance and has obtained approval from the supervising AUL or UL for same.

18.10.2.2 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.

18.10.2.3 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 UL, whereby Librarian Members may carry over a maximum of 10 vacation days into the next Vacation Entitlement Year.

18.10.2.4 Subject to 18.6.4, 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.

18.11 Holidays

18.11.1 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.

18.11.2 In accordance with the University's Employment Accommodation Policy 8.7, a Member shall be eligible to request accommodation with no loss of pay for the purpose of observing established religious/creed-based holidays (as listed in the University's Religious Observances calendar) when such observances conflict with the Member's teaching schedule. The Member shall make such requests to their Chair or equivalent in advance of such observance, normally at the beginning of each term, with advance notices to students. Normally, the accommodation will be achieved by temporarily moving the material for the impacted class to virtual asynchronous format.

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

18.11.4 Librarian Members required by the University to work on any of the days listed in 18.11.1 shall, in addition to their holiday pay, receive:

(a) compensation at the rate of 2 times their regular salary rate for the hours worked, or

(b) where it is mutually agreeable, time off which is equivalent to 2 times the hours worked.

18.12 General

18.12.1 In all cases leaves include all statutory holidays, other holidays declared by the President and vacation entitlement which falls during the said leave period.

Print Version Pending

18.12.2 Any Member elected or acclaimed to the position of Association President shall not lose seniority points (13.7.1.1) or seniority status (13.7.2.15).

ARTICLE 19: STUDENT COURSE FEEDBACK

Changes pending from the bilateral review committee under LOU

19.1 Student Feedback Exercise Conducted by the Instructor

19.1.1 In order to improve course design or teaching effectiveness, a CTF Member may conduct a written or electronic student feedback exercise of the course and/or their teaching performance in their classes provided that the students consent to participate in the feedback exercise, and provided that the procedures of the feedback exercise protect student confidentiality.

19.2 Student Course Surveys (SCSs)

19.2.1 In order to rate a student's experience in a CTF Member's course, the University may conduct Student Course Surveys (SCSs). The SCSs and their administration shall be in accordance with the regulations below and with other provisions of this Agreement.

19.2.2 Although student opinions provide important information about the student experience of teaching performance, such opinions do not in themselves constitute an evaluation of teaching performance. Student course surveys may be impacted by allegations of academic misconduct or perpetuate racial, ethnic, gender, linguistic, and other biases, with response rates that are relatively low. For this reason, no evaluation of teaching performance may rely exclusively or primarily on SCSs or student opinions.

19.2.3 The University's SCSs intended for the purpose of rating a student's experience in a CTF Member's course shall be supervised by individual Faculties, departments or equivalent academic sub-units. The original survey's forms shall be retained by the University for at least one year and during such time shall be available to the Member.

19.2.4 There shall be a uniform University SCS for all credit courses except virtual asynchronous courses evaluated under 19.3, and specified courses in the Faculty of Music evaluated under 19.4. Any changes to this course survey 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.

19.2.5 The Parties agree that courses taught by Members and by full-time faculty shall be evaluated using the same SCSs. Should the Parties agree to modifications in the University's SCSs under Article 31 of the full-time collective agreement, the Association agrees to take those modifications to the Members of the contract teaching faculty and part-time professional librarians Bargaining Unit for ratification as revisions to this Article 19 of this Collective Agreement.

19.2.6 Student Course Surveys shall be obtained through the course surveys 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 course surveys shall be constructed so as to obtain a fair and reasonable assessment of student perceptions of their learning experience, 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.

Print Version Pending

19.2.7 Once SCSs are available to students, up to 20 minutes of scheduled class time shall be used for completion of SCSs. The Member shall not be present while the SCSs are completed for their classes. The Member shall not have access to the results until final grades for all courses for the term have been submitted to the Registrar. Course instructor(s) shall not receive any information which would disclose the identity of students who completed the SCS. For this reason, the University will not conduct SCSs in a class of fewer than 5 students, and SCSs for classes in which there are fewer than 5 student responses shall not be placed in the Member's Official File.

19.2.8 If it is determined that a student has violated Policy 19.2 Student Code of Conduct: Academic Misconduct, then the student's SCS shall be removed from the Member's SCS results, upon request to the Dean's Office responsible for the finding of misconduct. The Dean's Office shall notify the Member when the student's SCS has been removed.

19.2.9 Student responses to the University's SCSs shall be aggregated by the University 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 mode, median, standard deviation, frequency distribution and number of eligible respondents shall be calculated. A copy of these aggregated data shall be sent to the Member. Department Chairs, Program Coordinators and Area Coordinators shall use the aggregated data to provide advice and coaching on teaching.

19.2.10 Only data derived from SCSs 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 CTF Member's teaching performance. As per 19.2.2, no evaluation of teaching performance may rely exclusively or primarily on SCSs or student opinions.

19.2.11 The clauses noted above in 19.2 shall apply to the Student Course Surveys (SCSs) noted in 19.3 and 19.4.

19.3 Virtual Asynchronous (VA) SCSs

19.3.1 In light of the mode of delivery of VA courses, there shall be a separate Student Course Survey form for these courses. This course survey shall conform to provisions for the University SCSs for intramural courses under 19.2.5, 19.2.6, and 19.2.9, except that student responses under 19.2.9 shall be aggregated by the University.

19.3.2 The VA SCSs 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 me in dealing with course material and concepts.

4) The instructor encourages online participation and interactivity among students.

5) The instructor gives a clear idea of requirements in this course.

6) The instructor clearly specified their 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 sufficient time to assist with my learning in the course.

Print Version Pending

8) The instructor displays an interest in and concern for students.

19.3.3 A link to the Student Course Surveys form will be sent to the student electronically within the last 15 days of the course with a request that the form be completed electronically by the conclusion of the course. Only forms completed through the student course survey system will be used in the assessment of a Member's teaching. 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 SCSs that pertain to the instructor (not the course), 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 CTF Member's teaching performance. As per 19.2.2, no evaluation of teaching performance may rely exclusively or primarily on SCSs or student opinions.

19.4 Music Student Course Surveys

19.4.1 Student Course Surveys for Music Studio Instructors

There shall be a specific SCS form for studio instructors. Using the same format as the University SCSs under 19.2, the statements that constitute the basis for the student's feedback on 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 in my development of technical skills.

7) The instructor encourages my expressive and artistic development.

8) The instructor gives a clear idea of requirements and standards in this course.

9) The instructor provided a constructive written assessment of my first-term performance.

10) The instructor displays an interest in and concern for me.

19.4.2 Student Course Surveys for Music Coach-Accompanists

There shall be a specific SCSs form for coach-accompanists. Using the same format as the University SCSs under 19.2, the statements that constitute the basis for the student's feedback on the instructor shall be the following:

1) The coach-accompanying sessions contributed to my development as a musician.

2) The coach-accompanist is well-prepared for each session.

Print Version Pending

3) The coach-accompanist gives clear explanations.

4) The coach-accompanist stimulates my interest in the subject matter.

5) The coach-accompanist assists in my development of language and/or interpretative skills.

6) The coach-accompanist encourages my expressive and artistic development.

7) The coach-accompanist gives a clear idea of requirements and standards in this course.

8) The coach-accompanist provided a constructive written assessment of my first-term performance.

9) The coach-accompanist displays an interest in and concern for me.

19.4.3 Student Course Surveys for Music Therapy Supervisors

There shall be a specific SCS form for music therapy supervisors. Using the same format as the University SCSs under 19.2, the statements that constitute the basis for the student's feedback on the instructor shall be the following:

1) This course contributed to my development as a music therapy student.

2) The supervisor is well-prepared for each supervision session.

3) The supervisor gives clear explanations.

4) The supervisor stimulates my interest in the subject matter, client population and setting.

5) The supervisor assists in my development of clinical and musical skills.

6) The supervisor encourages my practical and professional development.

7) The supervisor gives a clear idea of requirements and standards in this course.

8) The supervisor displays an interest in and concern for the student.

9) The supervisor provided a constructive written assessment of my first-term performance.

10) The supervisor provides responses to assignments, clinical documentation, and my inquiries in sufficient time to assist with my learning in the placement.

19.4.4 Student feedback for studio instructors in Music shall not be on the basis of a course but upon the instructor's studio class. In accordance with 19.2.7, the SCS shall take place in the studio class of an instructor's studio. The University will not conduct an SCS using the SCSs in studio classes with fewer than 5 students.

19.4.5 Student feedback for coach accompanists in Music shall not be on the basis of a course but upon the basis of the studio(s) to which the coach accompanist is assigned. In accordance with 19.2.7, the SCS shall take place in the studio class. The University will not conduct an SCS in studio classes with fewer than 5 students.

19.4.6 Student feedback for music therapy supervisors in Music shall not be on the basis of a course but upon either an undergraduate level or graduate level course grouping. In accordance with 19.2.7, but due to the nature of supervision placements, the SCS shall take place online. The University will not conduct an SCS with fewer than 5 students in any course grouping.

Print Version Pending

19.4.7 When an evaluation of teaching is required for the purposes of contract renewal or seniority status under this Agreement for studio instructors, coach accompanists, and music therapy supervisors with fewer than 5 students in any course grouping, the University shall conduct a Professional Development Evaluation under 10.2. The Dean shall advise the Member in writing that the evaluation is not for reasons of deficiency of performance but because the Member's course groupings(s) has fewer than 5 students. The Dean may choose a designate to perform the Professional Development Evaluation. Any evaluation shall be at a time mutually agreed upon by the Dean, or designate, 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 provide studio instruction, coach accompanying, and music therapy supervision with fewer than 5 students consistently per course grouping shall be evaluated under 10.2 every 3 years.

19.4.8 Only data derived from SCSs 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 CTF Member's teaching performance in Music Studio courses, Music Therapy Supervision, and Coach-Accompanying. As per 19.2.2, no evaluation of teaching performance may rely exclusively or primarily on SCSs or student opinions.

19.5 Teaching Dossier

19.5.1 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 CTF Member's teaching performance. If a Member provides a Teaching Dossier, it will be maintained in their Official File. The contents of a Teaching Dossier is found in Appendix I.

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 their 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) databases, audio visual and computer material or equivalent circuitry, biotechnology and genetic engineering products (including plant cultivars and germ plasma), 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

Print Version Pending

(c) computer software, lecture notes, instructional materials, laboratory manuals, articles, books, artefacts, works of visual art and music (including any software which expresses the said notes, manuals, articles, books, artefacts, 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.

Print Version Pending

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 their 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 they deem 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

Print Version Pending

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 With the exception of commissioned work consistent with Article 20.4.2, the University shall not distribute or make available the intellectual property of one Member to another Member for the purpose of developing or mounting a similar course.

20.4.4 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.

20.4.5 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.

20.4.6 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.

20.4.7 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 C, Accessible Learning and Access to Learning Management System Course Sites for Students with Print Disabilities, is consistent with Article 20.2.2 above.

ARTICLE 21: HARASSMENT

21.1 The Parties are devoted to learning, research, scholarship, creativity, professional expertise, and personal development in a student-centred environment. In accordance with University Policy 6.1 Prevention of Harassment, Discrimination and Sexual Misconduct, the University is committed to fostering a learning, scholarly and workplace environment that is inclusive and free from harassment, discrimination and sexual misconduct. Each member of the University community is responsible for helping to create an environment that promotes mutual respect and understanding for the dignity and rights of others.

21.2 The Parties agree to abide by University Policy 6.1 Prevention of Harassment, Discrimination, and Sexual Misconduct in effect, or the same as may be amended by the Board as required by law during the term of this Agreement.

21.3 The Parties acknowledge the need for investigations that are both fair and prompt, and that there is the potential for harm to respondents and complainants if the process of response, investigation, report and action on the report is not carried out as promptly as possible.

21.4 In the event that the Senior Advisor Human Rights and Conflict Management has a conflict of interest, or knows of any other circumstance which would inhibit fulfilling their role in a fair and impartial manner, the Senior Advisor shall report the existence of such circumstances to the Assistant Vice President, Governance and Policy who shall appoint a designate to serve in place of the Senior Advisor Human Rights and Conflict

Print Version Pending

Management.

21.5 The University will notify the Association of any disciplinary action toward a Member arising from University Policy 6.1 Prevention of Harassment and Discrimination.

21.6 Subject to 21.1, harassment does not include matters of fair and free expression provided for under Article 7: Academic Freedom.

21.7 Reprisals, retaliation or threats of reprisals against anyone for pursuing their rights under this Article, for having participated in the procedures, or for acting in any role under these procedures are prohibited.

21.8 By October 15 each year, the Senior Advisor Human Rights and Conflict Management shall make a report based on the previous academic year to the President with a copy to the Association. This report shall provide a description of the activity and supports provided to the University community and shall include any observations and recommendations the Senior Advisor Human Rights and Conflict Management may have with respect to this Article. This report will also include statistical information on the number of CTF filings and investigations under Policy 6.1.

ARTICLE 22: DISCIPLINE

22.1 General

22.1.1 A Member may be disciplined only for just and reasonable cause including persistent failure to discharge teaching responsibilities as defined in16.1.2. Such disciplinary action shall be reasonable and commensurate with the seriousness of the violations.

22.1.2 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.

22.1.3 Except for action taken under Article 22.3, 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.

22.1.4 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 they 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 18.6.4. 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 2 physicians disagree, they shall agree on a third, who shall adjudicate and decide on the matter.

22.1.5 If a Member is relieved from duties pending the outcome of the procedures of 22.1.4, the Member

Print Version Pending

shall not be deemed to be on sick leave and shall receive full salary and, if applicable, benefits. If pursuant to 22.1.4, it is determined that the Member's inadequate performance is due to medical reasons, then the Member shall receive sick leave in accordance with 18.6.4, and, if applicable, benefits in accordance with 18.6.7.

22.1.6 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, or equivalent.

22.1.7 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.

22.1.8 Any record of disciplinary action not involving violence or harassment will be removed from the Member's Official File after 2 years, provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation and the Member has not been on leave. Once the University has transitioned to electronic Official Files, the Member shall be notified of the removal of the letter from the Official File. Prior to implementation of the electronic Official Files, the Member may request confirmation that the letter has been removed.

22.2 Suspension

22.2.1 Suspension is the act of the University in relieving a Member of all University duties for cause without their consent.

22.2.2 When the University suspends a Member with or without pay, the University shall give written notification by receipted registered mail, or equivalent, 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.

22.3 Dismissal for Cause

22.3.1 Dismissal for cause means the termination of an appointment by the University without the consent of the Member. Should a grievance and/or arbitration proceeding not uphold the dismissal for cause of a Part-time Librarian Member with a Continuing Appointment, the University shall compensate the Member for lost salary including their then current salary, salary increases and, if applicable, benefits. Should a grievance and/or arbitration proceeding not uphold a CTF 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.

22.3.2 When the President and the Dean of the Member's Faculty or the UL, 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, or equivalent, 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.

22.3.3 If, within 20 days of receipt of the written dismissal notice, the Member grieves, and the grievance proceeds to arbitration, the Parties agree that a single arbitrator shall be utilized, and that both Parties shall expedite the hearing of the matter so that a decision shall be rendered within at most 4 months from the appointment of the arbitrator.

22.3.4 The Parties agree that in order to expedite the hearing, the arbitrator shall be chosen according to the

Print Version Pending

rota in 23.6.3 and must agree to render the decision within a period of 4 months.

22.4 Criminal Charges and Conviction

22.4.1 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.

22.4.2 In the event that a Member is accused of an offence which requires a court appearance, they 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, they shall receive leave without pay.

22.4.3 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 their normal University duties.

22.5 Harassment

22.5.1 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 22.1 of this Agreement, and may be grieved under Article 23.

ARTICLE 23: GRIEVANCES AND ARBITRATION

23.1 General

23.1.1 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 (23.3.1) and no other matters may be grieved.

23.1.2 The Association shall have carriage of all Individual, Group and Association grievances. No grievance may proceed to Step I unless and until it has been assumed by the Association.

23.1.3 Grievances shall be filed by receipted hand delivery, unless otherwise agreed to by both Parties. All other written communications pursuant to this Article shall be by Laurier email and followed by hard copy interoffice mail, unless otherwise agreed to by both Parties.

23.1.4 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.

23.1.5 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

Print Version Pending

28.8 or 28.9 shall not be subject to grievance.

23.1.6 In order to provide for the orderly and timely settlement of grievances and to fulfil the provisions of 23.1.1 there shall be both an informal and a formal resolution procedure. The informal procedure is set out in 23.5. The formal procedure is set out in 23.6 and shall, with the exception of those grievances initiated at Step II, be a sequential 3-step process as follows:

STEP I: is set out in 23.6.1;

STEP II: is set out in 23.6.2;

STEP III: Arbitration is set out in 23.6.3;

with the possibility for final resolution at any step.

23.2 Time Limits and Technical Irregularities

23.2.1 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.

23.2.2 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.

23.3 Definitions

23.3.1 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.

Print Version Pending

23.3.2 Types of Grievance

(a) Individual Grievance is a grievance initiated by the Association on behalf of a single Member. Where 2 or more Members have a common grievance, the Association is entitled to initiate a separate grievance with respect thereto on behalf of each such Member.

(b) Group Grievance is a grievance initiated by the Association of behalf of 2 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.

23.3.3 Nothing in this Article shall be deemed to preclude the Association from initiating an Association 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.

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

23.4 Grievances to be Filed at Step II

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

(a) Association Grievances;

(b) University Grievances;

(c) Individual Grievances that involve the suspension or termination of a Member under Article 22, or that involve allegations of infringement of academic freedom under Article 7, or allegations of discrimination under Article 8.

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

23.5 Informal Stage

23.5.1 A Member who has any dispute or difference arising out of the application, interpretation, administration or alleged violation of the provisions of this Agreement may arrange a meeting with the appropriate Dean/UL or AUL to explore possible resolutions. The Member has the right to be accompanied by an Association representative at the meeting. Nothing in 23.5.1 and 23.5.2 prevents the Member from

Print Version Pending

proceeding directly to the grievance procedure.

23.5.2 If the dispute or difference is resolved at this step, the Member, the Dean, the UL, or the relevant AUL has the right to have the agreed resolution put in writing and countersigned by all parties, in which case a copy shall be provided to the Association. Such resolution shall be without prejudice or precedent with respect to any future disputes.

23.5.3 If a Member raises an issue with WLUFA regarding a PTAC recommendation, the chair of the WLUFA Grievance Committee shall be granted access to the PTAC's completed Appendix H and any relevant notes, rubrics, and/or minutes for the course in question for the Member and all other candidates ranked above the Member. The Grievance Committee chair shall make the request to the Dean prior to WLUFA filing a formal grievance. Appendix H will not be shared with the Member.

23.6 Steps in the Formal Grievance and Arbitration Procedures

23.6.1 Step I

23.6.1.1 If the Informal Stage is unsuccessful in resolving the dispute or difference or the grievor did not use the Informal Stage, the Association may present a formal grievance to the Dean/UL.

23.6.1.2 The Association shall within 20 working days of the date on which the events giving rise to the grievance occurred, or within 20 working days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later, present a formal grievance to either the grievor's Dean, or the UL. 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.

23.6.1.3 For grievances filed under Article 13 or 14, no later than 5 working days following receipt of the grievance, both Parties shall provide to each other all documents upon which they rely in respect of the grievance. 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/UL 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.

23.6.1.4 No later than 10 working days following the receipt of the grievance, the Dean/UL or representative shall meet with the Association Grievance Officer, and shall make every reasonable attempt to resolve the grievance. At the option of the Association, the grievor may be present at this meeting.

23.6.1.5 If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by the Association Grievance Officer and the Dean, or the UL or representative within 7 working days after the date of the first meeting specified in 23.6.1.3. The Dean or UL shall, within 3 working days after the date on which the settlement was countersigned, forward a copy of the settlement to the Association and to the grievor. Such settlement shall not constitute a precedent to be used against the University, the Association, or any other Member.

23.6.1.6 In the event that the Association Grievance Officer and the Dean or UL, as the case may be, cannot resolve the grievance within 10 working days after the date of the first meeting specified in 23.6.1.3, then the Dean or UL, as the case may be, shall within 3 working days after the expiration of this period, forward in writing to the

Print Version Pending

Association Grievance Officer reasons for denying the grievance with a copy to the Association.

23.6.2 Step II

23.6.2.1 Failing a resolution at Step I, or in the event the grievance is filed initially at Step II, pursuant to 23.4, the Association Grievance Officer shall, in consultation with the grievor, reduce the grievance to writing and shall specify the Article or Articles alleged to have been violated and the remedy sought. The Association Grievance Officer shall forward the written report on the grievance to the Vice-President: Academic, with a copy to the grievor:

(a) for grievances initiated at Step II, within 20 working days of the date the events giving rise to the grievance occurred, or within 20 working days of the date upon which the grievor knew of the events giving rise to the grievance, whichever is later; or

(b) for grievances not resolved at Step I, within 10 working days of receipt of the decision from the Dean or UL.

23.6.2.2 No later than 5 working days following receipt of the grievance, both Parties shall provide to each other all documents upon which they rely in respect of the grievance. 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 5 working days of the request.

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

23.6.2.4 In the event that no settlement is reached within 10 working days after the date of the first meeting under 23.6.2.3, the Vice-President: Academic shall within 3 working days after this 10-day period, forward in writing to the Association Grievance Officer and to the Association reasons for denying the grievance.

23.6.2.5 Step II: University Grievances

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

Print Version Pending

date of the first meeting hereunder, the representative of the Association within 3 working days thereafter shall forward in writing to the University reasons for denying the grievance.

23.6.3 Step III: Arbitration

23.6.3.1 Notice to Arbitrate

Either party shall be entitled, within 40 working days of the date upon which denial of the grievance is received by the grievor under 23.6.2, to forward written notice to the opposite party that it intends to proceed to final and binding arbitration with the grievance.

23.6.3.2 Appointment of Arbitrator

The notice referring the matter to arbitration under 23.6.3.1 shall specify whether the party referring the matter to arbitration desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration and shall be delivered to the other party in writing. The other party shall, within 15 days of the receipt of the notice, advise the party referring the matter to arbitration if the party does not wish a single arbitrator, and, if applicable, the name of its appointee to the board of arbitration. The party referring the matter to arbitration shall appoint its nominee within 10 working days of being advised of the appointee of the other party. It is the right of the University or the Association to have any grievance referred to arbitration heard by a board of arbitration rather than by a single arbitrator.

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

23.6.3.4 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:

William Kaplan

Russell Goodfellow

Lindsay Lawrence

Archana Mathew

Heather Ann McConnell

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

Print Version Pending

on the list;

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

23.6.3.5 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.

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

23.6.3.7 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 they 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.

23.6.3.8 Costs

Each Party shall bear the costs of its appointee to a board of arbitration and the costs of the chair shall be

Print Version Pending

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 24: BENEFITS AND PENSION

24.1 Tuition Benefits

24.1.1 Tuition Benefits for CTF Members

A CTF Member with seniority status who has held a CTF appointment during 2 terms in each of the 2 previous academic years, or a full-time Limited Term Appointment for a period of time during the 2 years prior to the year in which they are applying for the tuition benefit, as long as that Limited Term Appointment, or a combination of a Limited Term Appointment and CTF appointments, is at least the equivalent of teaching during 2 terms in each of the 2 previous years, shall be eligible for a tuition waiver for the Member, spouse, or dependants for an academic year on the following basis:

(a) the Member must hold a CTF 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 CTF Member has taught in the previous academic year;

(c) the maximum amount of the tuition fee to be waived for the Member, spouse and dependants 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.

24.1.2 Tuition Benefits for 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.

24.1.3 For the purpose of this Article 24, dependent children means biological, adopted or step-children who are under 26 years of age and either live at home or are financially supported by the Member.

Print Version Pending

24.2 Day Care

24.2.1 The University agrees to continue to make available to Members a daycare program at locations appropriate to the Waterloo and Brantford campuses. In light of the increased demand for places by Members, other employee groups and students, the University agrees to maintain advisory committees with representation from all user groups to review day care arrangements for the Waterloo and Brantford campuses.

24.3 Athletic Facility Use and Parking

24.3.1 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.

24.3.2 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.

24.4 General Liability Insurance

24.4.1 The University shall maintain General Liability insurance protection for Members under the policy in effect on January 1, 2022.

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

(a) notify the Member within 30 days of a formal notification of a potential adverse situation, circumstance, investigation, inquiry or complaint which might lead to legal action against the Member;

(b) provide the Member with full disclosure of all information relating to the case;

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

24.5 Benefit Plans

24.5.1 CTF Members and Librarian Members on Contract Appointments shall receive additional pay in lieu of health care and dental care benefits as set out in Article 25.

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

(a) Extended Health Care Plan for full-time Faculty and Librarians;

Print Version Pending

(b) Dental Care Plan for full-time Faculty and Librarians;

(c) Basic Group Life Insurance for full-time Faculty and Librarians.

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.

24.5.3 CTF and Librarian members on Contract Appointments shall be eligible, but not required, to participate in the following benefit plans in which premiums will be employee-paid:

(a) Extended Health Care Plan for CTF and Contract Librarian members;

(b) Dental Care Plan for CTF and Contract Librarian members.

The terms and levels of benefits are defined by the respective benefit plans.

24.5.3.1 To be eligible, CTF members must have taught 3 or more one-term courses or equivalent during the previous academic year (September 1 to August 31). Part-time contract librarians must have worked a minimum of 910 hours in the previous academic year. Members shall be notified of their eligibility to join the plan(s) by October 31, using their assigned Laurier employee email address (@wlu.ca).

24.5.3.2 Members who meet the eligibility criteria may opt to join the plan(s) by no later than December 10 and will be enrolled in the plan for 12 months from January 1 to December 31.

24.5.3.3 The full cost of the benefit premiums will be deducted monthly from the Member's bank account.

24.5.3.4 Members must requalify each academic year to remain as members of the Plan.

24.5.3.5 Members holding a Senior Lecturer Appointment will be eligible for employer paid benefits as outlined below:

(a) Extended Health Care Plan for CTF members;

(b) Dental Care Plan for CTF members.

Senior Lecturers will continue to receive an amount equivalent to the pay in lieu of benefits amount as set out in Article 25.2 added to their base stipend.

24.6 Benefits for Members on Leave

24.6.1 Access to benefits shall be retained for the duration of leaves under Articles 18.6 and 26.

24.6.2 The period of eligibility under 24.5.2 for Members who have been on leave in the previous year shall refer to the last year of active teaching.

ARTICLE 25: COMPENSATION

Print Version Pending

25.1 Salary

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

25.1.2 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.

25.1.3 For Members who have been employed for less than 5 years, vacation pay shall be 4% of the base rate; for Members who have been employed for 5 years or more, vacation pay shall be 6% of the base rate. For the purpose of determining the percentage for vacation pay, the date of hire defines the period of active and inactive employment unless there has been a break in service of 36 months or greater, in which case Article 13.7.1.1 deems the employment relationship to have been severed.

25.2 CTF Members' Salary for Undergraduate and Graduate Courses

The compensation for teaching a one-term course (0.5 credit weight) shall be the base rate plus pay in lieu of benefits and vacation pay in accordance with the Employment Standards Act, 2000 (ESA).

Effective	Step*	Base	Benefits (6%)	Vacation (4%)**	Salary
Sept 1, 2025	Step 0	$8,905.64	$534.34	$356.22	$9,796.20
Sept 1, 2025	Step 1	$8,994.70	$539.68	$359.79	$9,894.17
Sept 1, 2025	Step 2	$9,083.75	$545.03	$363.34	$9,992.12
Sept 1, 2025	Step 3	$9,172.81	$550.37	$366.91	$10,090.09
Jan 1, 2026	Step 0	$9,012.50	$540.75	$360.50	$9,913.75
Jan 1, 2026	Step 1	$9,102.63	$546.16	$364.10	$10,012.89
Jan 1, 2026	Step 2	$9,192.75	$551.57	$367.71	$10,112.03
Jan 1, 2026	Step 3	$9,282.88	$556.97	$371.32	$10,211.17
Sept 1, 2026	Step 0	$9,284.00	$557.04	$371.36	$10,212.40
Sept 1, 2026	Step 1	$9,376.85	$562.61	$375.08	$10,314.54
Sept 1, 2026	Step 2	$9,469.69	$568.18	$378.79	$10,416.66
Sept 1, 2026	Step 3	$9,562.54	$573.75	$382.50	$10,518.79
Sept 1, 2027	Step 0	$9,517.05	$571.02	$380.68	$10,468.75
Sept 1, 2027	Step 1	$9,612.21	$576.73	$384.49	$10,573.43
Sept 1, 2027	Step 2	$9,707.38	$582.44	$388.30	$10,678.12
Sept 1, 2027	Step 3	$9,802.55	$588.15	$392.11	$10,782.81

* Members who have accumulated 10, 20, or 40 Seniority Points or more, in accordance with Article 13.7.1, as of Sept 1 in each year of the Collective Agreement (2025, 2026, 2027) shall be placed at Step 1 (10), Step 2 (20), or Step 3 (40), respectively. Does not apply to Music Studio Instructors (25.6.5.1), Music Therapy (25.6.6.1), and Music Coach-Accompanists (25.6.7.1).

** See 25.1.3 for rate of Members who have been employed for 5 years or more.

Ratification Pending

25.2.1 Two-term courses (1.0 credit weight) shall be compensated at twice the rate of one-term courses (0.5 credit weight) 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.

25.3 Course Cancellation Fee

25.3.1 If a Winter appointment is cancelled before November 15, no cancellation fee is paid. However, the provisions of 25.3.3 apply if a Winter appointment is cancelled on or after November 15 and the Dean's office has received a signed letter of appointment from the Member.

25.3.2 If a Spring appointment is cancelled before March 15, no cancellation fee is paid. However, the provisions of 25.3.3 apply if a Spring appointment is cancelled on or after March 15 and the Dean's office has received a signed letter of appointment from the Member.

25.3.3 With the exception of 25.3.1, 25.3.2, and in accordance with 13.9 and 13.10.7, where the University cancels an appointment after receipt of a signed Letter of Appointment by the Dean's office, the University shall pay the following:

(a) if an appointment is cancelled after a signed contract has been received by the Dean's office and up to 15 days 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 CTF Member a course cancellation fee of $500 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 within the 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 CTF 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;

(c) if an appointment is cancelled after the commencement of the term, the CTF Member appointed to teach the course shall receive:

(i) the cancellation fee under (b) 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;

(d) no appointment shall be cancelled after the final date for students to add courses for the academic term.

25.4 Music Studio Instructors, Music Therapy Supervisors and Music Coach-Accompanists

Print Version Pending

25.4.1 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 6% of the hourly base rate in lieu of benefits, and a percentage of the hourly base rate as vacation pay in accordance with ESA.

25.4.2 In recognition of the experience of each Member employed as a Music Studio Instructor, Music Therapy Supervisor or Music Coach-Accompanist, the Member will be eligible to receive a seniority rate when the Member attains seniority status. The seniority rate applies starting the next term after the Member attains seniority status in every studio, therapy supervisor position or coach-accompanist position for which the Member receives or currently holds an appointment.

25.4.3 The hourly base rates shall be differentiated by categories under 13.10.3.2, 13.10.3.3 or 13.10.3.4 based upon experience in university teaching, performance profile, and professional experience and reputation in accordance with the tables set out below.

25.4.4 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 13.10.4.6. 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.

25.4.5 Schedule of Pay for Music Studio Instructors

25.4.5.1 Tables

Music Studio Instructors		Base	Benefits (6%)	Vacation (4%)*	Salary
September 1, 2025					
I	Non-Seniority	$81.69	$4.90	$3.27	$89.86
II	Non-Seniority	$92.06	$5.52	$3.69	$101.27
III	Non-Seniority	$102.45	$6.15	$4.09	$112.69
I	Seniority	$83.43	$5.01	$3.33	$91.77
II	Seniority	$94.05	$5.64	$3.77	$103.46
III	Seniority	$104.66	$6.28	$4.19	$115.13
January 1, 2026					
I	Non-Seniority	$82.66	$4.96	$3.31	$90.93
II	Non-Seniority	$93.16	$5.59	$3.73	$102.48
III	Non-Seniority	$103.68	$6.22	$4.15	$114.05
I	Seniority	$84.43	$5.07	$3.37	$92.87
II	Seniority	$95.18	$5.71	$3.81	$104.70
III	Seniority	$105.92	$6.36	$4.23	$116.51
September 1, 2026					
I	Non-Seniority	$85.15	$5.11	$3.41	$93.67
II	Non-Seniority	$95.96	$5.76	$3.84	$105.56
III	Non-Seniority	$106.81	$6.41	$4.27	$117.49
I	Seniority	$86.96	$5.22	$3.48	$95.66
II	Seniority	$98.05	$5.88	$3.92	$107.85
III	Seniority	$109.12	$6.55	$4.36	$120.03
September 1, 2027					

Printversion Pending

I	Non-Seniority	$87.30	$5.24	$3.49	$96.03
II	Non-Seniority	$98.38	$5.90	$3.94	$108.22
III	Non-Seniority	$109.48	$6.57	$4.38	$120.43
I	Seniority	$89.15	$5.35	$3.57	$98.07
II	Seniority	$100.50	$6.03	$4.02	$110.55
III	Seniority	$111.85	$6.71	$4.48	$123.04

*See 25.1.3 for rate of Members who have been employed for 5 years or more.

25.4.5.2 Schedule of Pay for Duties in Addition to Studio Instruction
25.4.5.2.1 Tables

Duties	**Rate of Pay**
Juries	Total hourly rate under 25.4.5.1
Studio Class(assigned on contract)	Total hourly rate under 25.4.5.1
Recital Adjudication	Total hourly rate under 25.4.5.1
Auditions (includes entrance and ensemble)	Total hourly rate under 25.4.5.1
Concerto Competition Adjudication	Total hourly rate under 25.4.5.1
Dress Rehearsals – Graduating Dress Rehearsals	Studio Instructors: Graduate Student Recitals will take the place of the regularly scheduled studio lesson for that week, for studio instructors. No additional compensation will be paid. Coach Accompanist: Coach accompanists will be compensated at the hourly rate under 25.4.7.1 for the length of the dress rehearsal for graduate recitals
Dress Rehearsal – Chamber Music	Studio Instructors: 30 minutes at total hourly rate under 25.4.5.1 (prorated)
Dress Rehearsal – Ensembles	Dress rehearsals will occur during the last class of the week, and no additional compensation will be paid.
Scheduling of studios and room booking	2 hours per academic year (or 1 hour per term) at the total hourly rate under 28.5.1
Mid-term report (once per academic year)	0.5 hours per student at the total hourly rate under 25.4.5.1 to be paid following submission of the report
Trial Lesson	Total hourly rate under 25.4.5 per lesson

Print Version Pending

25.4.6 Schedule of Pay for Music Therapy Supervisors

25.4.6.1 Tables

Music Therapy Supervisors		Base	Benefits (6%)	Vacation (4%)*	Salary
September 1, 2025					
Support	Non-Seniority	$64.00	$3.84	$2.56	$70.40
I	Non-Seniority	$70.91	$4.25	$2.84	$78.00
II	Non-Seniority	$77.83	$4.67	$3.11	$85.61
III	Non-Seniority	$84.71	$5.08	$3.39	$93.18
Support	Seniority	$65.37	$3.92	$2.62	$71.91
I	Seniority	$72.41	$4.34	$2.90	$79.65
II	Seniority	$79.50	$4.77	$3.18	$87.45
III	Seniority	$86.54	$5.19	$3.46	$95.19
January 1, 2026					
Support	Non-Seniority	$64.77	$3.89	$2.59	$71.25
I	Non-Seniority	$71.75	$4.31	$2.87	$78.93
II	Non-Seniority	$78.75	$4.73	$3.15	$86.63
III	Non-Seniority	$85.73	$5.14	$3.43	$94.30
Support	Seniority	$66.15	$3.97	$2.64	$72.76
I	Seniority	$73.28	$4.40	$2.93	$80.61
II	Seniority	$80.45	$4.83	$3.22	$88.50
III	Seniority	$87.57	$5.25	$3.51	$96.33
September 1, 2026					
Support	Non-Seniority	$66.73	$4.00	$2.67	$73.40
I	Non-Seniority	$73.92	$4.44	$2.95	$81.31
II	Non-Seniority	$81.14	$4.87	$3.24	$89.25
III	Non-Seniority	$88.31	$5.30	$3.53	$97.14
Support	Seniority	$68.14	$4.09	$2.72	$74.95
I	Seniority	$75.48	$4.53	$3.02	$83.03
II	Seniority	$82.89	$4.97	$3.32	$91.18
III	Seniority	$90.21	$5.41	$3.61	$99.23
September 1, 2027					
Support	Non-Seniority	$68.40	$4.10	$2.74	$75.24
I	Non-Seniority	$75.77	$4.55	$3.03	$83.35
II	Non-Seniority	$83.16	$4.99	$3.33	$91.48
III	Non-Seniority	$90.53	$5.43	$3.62	$99.58
Support	Seniority	$69.85	$4.19	$2.80	$76.84
I	Seniority	$77.38	$4.64	$3.10	$85.12
II	Seniority	$84.96	$5.10	$3.40	$93.46

Print version pending

III	Seniority	$92.46	$5.55	$3.70	$101.71

*See 25.1.3 for rate of Members who have been employed for 5 years or more.

25.4.7 Schedule of Pay for Music Coach-Accompanists

25.4.7.1 Tables

Coach-Accompanist		Base	Benefits (6%)	Vacation (4%)*	Salary
September 1, 2025					
I	Non-Seniority	$56.15	$3.37	$2.25	$61.77
II	Non-Seniority	$66.13	$3.97	$2.64	$72.74
III	Non-Seniority	$70.58	$4.23	$2.83	$77.64
I	Seniority	$57.36	$3.44	$2.30	$63.10
II	Seniority	$67.56	$4.05	$2.71	$74.32
III	Seniority	$72.07	$4.32	$2.89	$79.28
January 1, 2026					
I	Non-Seniority	$56.84	$3.41	$2.27	$62.52
II	Non-Seniority	$66.93	$4.02	$2.67	$73.62
III	Non-Seniority	$71.43	$4.29	$2.85	$78.57
I	Seniority	$58.05	$3.48	$2.33	$63.86
II	Seniority	$68.38	$4.10	$2.74	$75.22
III	Seniority	$72.93	$4.38	$2.91	$80.22
September 1, 2026					
I	Non-Seniority	$58.55	$3.51	$2.35	$64.41
II	Non-Seniority	$68.94	$4.14	$2.75	$75.83
III	Non-Seniority	$73.58	$4.41	$2.95	$80.94
I	Seniority	$59.79	$3.59	$2.39	$65.77
II	Seniority	$70.43	$4.23	$2.81	$77.47
III	Seniority	$75.13	$4.51	$3.00	$82.64
September 1, 2027					
I	Non-Seniority	$60.03	$3.60	$2.40	$66.03
II	Non-Seniority	$70.66	$4.24	$2.83	$77.73
III	Non-Seniority	$75.43	$4.53	$3.01	$82.97
I	Seniority	$61.29	$3.68	$2.45	$67.42
II	Seniority	$72.20	$4.33	$2.89	$79.42
III	Seniority	$77.00	$4.62	$3.08	$84.70

*See 25.1.3 for rate of Members who have been employed for 5 years or more.

Print Version Pending

25.4.7.2 Compensation for Coach-Accompanist Preparation Time

CTF coach-accompanists will be paid one hour of preparation time for every ten hours of work as a coach-accompanist at the applicable hourly rate of pay as per Article 25.4.7.1.

25.5 Ensemble Compensation

25.5.1 Ensembles in the Faculty of Music shall be compensated on a pro-rata basis as per Article 16.3.7. For further clarity, based on the current academic calendar details noting 48 contact hours per term, the compensation rate will be 1.33 times the regular stipend per term for all ensembles, regardless of size.

25.6 Field Supervisors in the Faculty of Education

25.6.1 Compensation for Members appointed as Field Supervisors in the Faculty of Education shall be in accordance with Article 25, subject to the modifications set out below.

25.6.2 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 12 students and shall receive supplementary compensation of $300 for each school in which this supervision takes place over a maximum of 4 schools; or

(b) Members shall receive supplementary compensation of $300 for each student they supervise over a maximum of 15 students and shall receive supplementary compensation of $300 for each school in which this supervision takes place over a maximum of 3 schools;

25.7 Librarian Members

25.7.1 The salary of a Librarian Member shall be appropriate to their 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.

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

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

ARTICLE 26: PREGNANCY AND PARENTAL LEAVE

26.1 Pregnancy Leave

Print Version Pending

26.1.1 The University shall, upon the request of a pregnant Member and upon receipt of a medical certificate indicating the expected birth date, grant the Member 17 weeks of 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 their Chair, supervising AUL, if appropriate, and Dean/UL at least 4 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, c.41, s. 46, and as further amended.

26.1.2 The 4 weeks' notice required in Article 26.1.1 shall not apply if the Member stops working because of complications caused by their pregnancy or because of a birth, still birth or miscarriage that happens earlier than the Member was expected to give birth. In such circumstances, the Member shall provide the University as much notice as is reasonably practical of the commencement of their leave.

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

26.1.4 Seniority points shall be retained for the duration of leave under this Article. The timeline for loss of seniority status as per Article 13.7.2.15 shall be paused during the leave under this Article.

26.2 Pregnancy Leave – Supplementary Benefits

26.2.1 CTF Members and Librarian Members on Contract Appointments

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

Eligibility	Benefit
Members with existing appointments at the commencement of the leave who meet the eligibility in 26.1.1 above and who are in receipt of EI benefits	2 weeks at 100% of salary plus 6 weeks top-up equal to the difference between EI benefits received and 95% of the Member's salary or the end of the current contract whichever is sooner
Members who have held appointments in a minimum of 2 terms in each of the previous 2 academic years at the commencement of the leave who meet the eligibility in 26.1.1 above and who are in receipt of EI benefits	2 weeks at 100% of salary plus 8 weeks top-up equal to the difference between EI benefits received and 95% of the Member's salary or the end of the current contract whichever is sooner
Members who have held appointments in a minimum of 2 terms in each of the previous 5 academic years at the commencement of the leave who meet the eligibility in 26.1.1 above and who are in receipt of EI benefits	2 weeks at 100% of salary plus 10 weeks top-up equal to the difference between EI benefits received and 95% of the Member's salary or the end of the current contract whichever is sooner

In the event of a miscarriage or stillbirth, the Member shall be entitled to Compassionate Leave under 18.2 and, if requested, shall be given an extension of that leave under 18.2.3.

26.2.1.1 To receive the supplementary employment benefit defined in 26.2.1, the Member shall first provide the

Draft Version Pending

University with proof of approval for Maternity Benefits from Employment and Social Development Canada.

26.2.1.2 Supplementary benefits under 26.2.1 to 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 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 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 they have received. For the purposes of this Article, the definition of a Member's term of employment shall be in accordance with 26.7.4.

26.2.2 Part-time Librarian Members with Continuing Appointments

Subject to Article 26.1.1, during the period of Pregnancy Leave, a Librarian Member with a Part-time Continuing Appointment shall be entitled to supplementary benefits as follows:

(a) for the first 2 weeks the Member shall receive 100% of their salary; for up to a maximum of 15 additional weeks, the Member shall receive an amount equal to the difference between the EI benefits received and 95% of the Member's salary;

(b) in the event of a miscarriage or a stillbirth, the Member shall be entitled to Compassionate Leave under 18.2 and, if requested, shall be given an extension of that leave under 18.2.3.

26.2.3 To receive the supplementary employment benefit defined in 26.2.2 (b), the Member shall first provide the University with proof of approval for Maternity Benefits from Employment and Social Development Canada. The payment of the supplementary employment benefit shall be as follows:

(a) the University shall estimate the amount of the EI benefit 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 EI benefits received;

(c) the subsequent payments to the Member shall be adjusted, up or down, to reflect the actual EI benefit.

26.2.4 Supplementary benefits under 26.2.2 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 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 they have 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.

26.3 Post-Natal Leave

26.3.1 On the occasion of the birth of a child, the child's parent who is not taking a Pregnancy Leave shall be

Print Version Pending

entitled to a leave with full salary and, if applicable, benefits of up to 5 consecutive days, to be taken at the discretion of the Member within 4 weeks of the birth. A Member taking such leave shall give the Chair, supervising AUL, if appropriate, and Dean/UL as much advance written notice as possible.

26.3.2 In the event of the death, serious illness, or incapacity of the child's birth parent, the provisions of Post-Natal Leave shall be those specified for the primary caregiver in 26.5.3.

26.4 Parental Leave

26.4.1 A Member who is a parent and who has been employed by the University for at least 13 weeks immediately preceding the start of the leave or 13 weeks before a child comes into the parent's custody, care and control for the first time is entitled to an unpaid Parental Leave of up to 35 weeks in the case of the birth parent and 37 weeks for other parents. The Parental Leave of a birth parent who has taken Pregnancy Leave shall begin when the Pregnancy Leave ends or when the baby first comes into custody, care and control of the parent. For other parents, including adoptive parents, Parental Leave shall commence within 52 weeks of the birth or after the child first comes into the custody, care and control of a parent. The provisions of the Parental Leave shall be in accordance with the Employment Standards Act, 2000, c.41, s.48 and as further amended.

26.4.2 A Member shall give written notice to their Chair, supervising AUL, if appropriate, and Dean/UL of their intention to take a Parental Leave at least 2 weeks prior to the commencement of such leave. Where a Member qualifies for such leave as a result of adoption and where the child comes into the Member's custody, care, and control earlier than expected the Member shall give reasonable written notice.

26.4.3 If a Member on Parental Leave wishes to take less than 35 weeks of Parental Leave, the Member shall give written notice to their Chair, supervising AUL, if appropriate and Dean/UL of her/his intention to return to work at least 4 weeks prior to the expected date of return.

26.4.4 Seniority points shall be retained for the duration of leave under this Article. The timeline for loss of seniority status as per Article 13.7.2.15 shall be paused during the leave under this Article.

26.5 Parental Leave – Supplementary Benefits

26.5.1 During the period of Parental Leave, a Member who has been employed by the University for at least 13 weeks immediately preceding the start of the leave or 13 weeks before a child comes into the parents' custody, care and control for the first time, is entitled to the following supplementary benefits:

(a) a Member who has received supplementary benefits for a Pregnancy Leave under 26.2 shall receive an amount equal to the difference between the EI benefits received and 95% of their current salary as defined in the chart below.

(b) a Member who has not received supplementary benefits for a Pregnancy Leave under 26.2 shall be eligible to receive 100% of their current salary for the first 2 weeks of Parental Leave and an amount equal to the difference between EI benefits received and 95% of their current salary as defined in the chart below:

Eligibility	Benefit
Members with existing appointments at time of leave who meet the eligibility in 26.1.1	6 weeks top-up equal to the difference between EI benefits received and 95% of the Member's salary or the

Print Version Pending

above and are in receipt of EI benefits	end of the current contract whichever is sooner
Members who have held appointments in a minimum of 2 terms in each of the previous 2 academic years at time of leave who meet the eligibility in 26.1.1 above and are in receipt of EI benefits	8 weeks top-up equal to the difference between EI benefits received and 95% of the Member's salary or the end of the current contract whichever is sooner
Members who have held appointments in a minimum of 2 terms in each of the previous 5 academic years at time of leave who meet the eligibility in 26.1.1 above and are in receipt of EI benefits	10 weeks top-up equal to the difference between EI benefits received and 95% of the Member's salary or the end of the contract whichever is sooner

26.5.2 To receive the supplementary employment benefit defined in 26.5.1, the Member shall first provide the University with proof of approval for Parental Benefits from Employment and Social Development Canada.

26.5.3 Subject to the provisions of 26.2.1, 26.2.2, 26.2.3 and 26.2.4, 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 equal to 26.5.1 above.

26.6 Extended Parental Leave for Librarian Members with Part-time Continuing Appointments

26.6.1 An Extended Parental Leave without pay, up to a maximum of 52 weeks, shall be given to a Librarian Member with a Part-time Continuing Appointment who has been employed by the University for at least 12 months immediately preceding the commencement of a Parental Leave. An Extended Parental Leave shall commence within 36 weeks of the commencement of a Parental Leave. The Member shall give written notice of the Extended Parental Leave to the UL normally at least 3 months prior to the commencement of the Extended Parental Leave. At least 3 months prior to the intended date of return, the Member shall notify the UL of the date of their intended return.

26.6.2 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. If applicable, the University will continue to make employer contributions to the Pension Plan unless the Member has advised the University in writing that the Member does not wish to continue to make the Member contributions. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan.

26.6.3 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.

26.7 Other

26.7.1 The provisions of this Article 26 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

Print Version Pending

arrangements to the Association.

26.7.2 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. The Human Resources department will consult with the Member regarding the ramifications of discontinuing contributions to the Pension Plan.

26.7.3 Subject to 26.7.4, 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).

26.7.4 A CTF Member or Librarian Member on a Contract Appointment who has not been granted a further appointment shall be entitled to a Pregnancy Leave under 26.1 or a Parental Leave under 26.4 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.

26.7.5 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 27: CTF MEMBERS TEACHING IN MORE THAN ONE UNIT

27.1 CTF 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.

27.2 In matters relating to a specific course, the Member shall communicate with the Dean of the academic unit in which the course is offered.

27.3 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.

27.4 For a Member teaching a specific course in more than one academic unit, the Dean or designate responsible for the Member's Official File under 27.3 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 13.7.2.4. The PTAC who evaluates the Member for seniority status shall be from the academic unit or sub-unit where the majority of the Member's seniority points in that course were earned. If the Member has the same number of seniority points in the course in both academic units, the PTAC where the Member last taught the course will conduct the evaluation. In the event the Member last taught the course in both academic units and has the same number of seniority points in the course in each academic unit, the Deans will make the decision by lot. The PTAC will make its recommendation to the Dean of its academic unit. The Dean who receives the PTAC's recommendation shall invite comment on the application and the PTAC's recommendation from the Dean of the other academic unit in which the Member has taught courses.

27.5 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 they teach, if the proposed release time impacts on the courses being taught in those units.

27.6 Under Article 26: Pregnancy and Parental Leave, a Member teaching in more than one academic unit

Print Version Pending

shall provide the required notifications to the Deans of all units in which they are teaching.

27.7 Under Article 28, a Member teaching in more than one academic unit and applying for professional development funds shall select which Dean, from the relevant units, receives a copy of the application for purposes of making a recommendation under 28.8.

27.8 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 28: SUPPLEMENTARY REMUNERATION, FUNDS FOR ACADEMIC AND PROFESSIONAL DEVELOPMENT, EQUITY DIVERSITY, INDIGENEITY AND INCLUSION FUND, AND EXPENSE REIMBURSEMENT

28.1 General

28.1.1 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.

28.2 Marking, Grading, and Student Support Allowance

28.2.1 In accordance with 16.3.8, a CTF Member shall be paid a marking/grading allowance, under the terms of 16.3.8.1(a) or (b), of $22.00 per student for each student in excess of 50 (or 100 for virtual asynchronous courses) to a maximum payment of $3,300. The student numbers shall be those on February 1 for Winter term, June 1 for Spring term, and October 1 for Fall term, and the allowance shall be added to the Member's pay for the final pay period of the term. For 2-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.

28.3 Coordination of Large Classes

28.3.1 In accordance with 16.3.9, a CTF Member appointed to teach a multi-section course(s) shall receive $500 in compensation for the additional responsibilities associated with multi-section courses when all of the following conditions have been met. Where these duties are shared with another instructor, the $500 shall be pro-rated:

(a) the course has multiple lecture, tutorial or lab sections, or any combination thereof;

(b) the Member has 3 lecture hours per week;

(c) the Member coordinates lecture, tutorial and/or lab sections; and

(d) the Member has responsibility for the review and submission of student grades, except for those lecture sections for which the Member is not the instructor.

Print Version Pending

28.4 Advising, Supervision and Examination of Undergraduate and Graduate Students

28.4.1 CTF Members who have an appointment for the advising, supervision, or examination of an undergraduate or graduate thesis, directed reading course, or research paper under the terms of 16.1.4, shall receive a payment according to the schedule in Appendix D.

28.5 Additional Academic or Librarian Practice Responsibilities

28.5.1 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 $50.00. Additional academic or librarian practice responsibilities shall be approved, in advance, by the Dean or UL, as appropriate.

28.6 Deferred Exams, Assessments and Field Supervisions

28.6.1 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, the Member shall be paid at the rate of $70 per deferred exam. Request for payment shall be made by the Member using the Remuneration for Deferred Assessments form located on the University website and shall be made within 90 days of the submission of the revised grade(s), or within 90 days of the date of the deferred exam in the case where the student does not write the deferred exam. No supplementary payment will be made in the case of a deferred exam that is not authorized by the Dean or designate.

28.6.2 If, after the termination of a Member's appointment to teach a course, the Member is required by the Dean or designate to reassess assignments or examinations, the Member shall be paid at the rate of $70 per substantial reassessment. Request for payment shall be made by the Member using the Remuneration for Deferred Assessments form located on the University website and shall be made within 90 days of the reassessment. No supplementary payment will be made in the case of a reassessment that is not requested by the Dean or designate.

28.6.3 Should a Member be asked by the Dean to provide field supervision in the Faculty of Education for a practicum outside the 5 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 2- or 3-week practicum session the Member supervises and $500 per student for each 10-week practicum session the Member supervises. Request for payment shall be made by the Member using the Remuneration for Deferred Assessments form located on the University website and shall be made with 90 days of the final practicum session.

28.7 Professional Expense Reimbursement (PER)

28.7.1 The University shall make available to each CTF Member a Professional Expense Reimbursement of $150 for each course or equivalent, to a maximum of $750 per academic year. The maximum for Members holding Senior Lecturer Appointments shall be $1,350 per academic year.

28.7.2 Librarian Members shall have an annual PER of up to $750. For Librarian Members on appointments of less than 12 months duration, the amount of the reimbursement shall be prorated on the number of months of the appointment.

Print Version Pending

28.7.3 This PER 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.

28.7.4 For CTF 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 28.7.3.

28.7.5 CTF Members may make requests for reimbursement for amounts in excess of $50.00 at any time following the commencement of their appointment. Otherwise requests for reimbursement for expenses incurred shall be made no later than 15 days after the terminal date of their latest appointment during the contract year.

28.7.6 For Members holding a Lecturer Appointment, monies unspent in a Member's professional expense reimbursement for an academic year shall be added to the Member's allowance for the next academic year. The accumulated maximum amount of such carry-over shall not exceed $450.

28.7.7 For Members holding a Lecturer Appointment, monies may not be carried over beyond the last term of employment in the last year of the Lecturer Appointment, unless the 3-year Lecturer Appointment has been renewed.

28.7.8 For Members holding Senior Lecturer Appointments, monies unspent in a Member's professional expense reimbursement for an academic year shall be added to the Member's allowance for the next academic year. The accumulated maximum amount of such carry-over shall not exceed $600.

28.7.9 For Members holding Senior Lecturer Appointments, monies may not be carried over beyond the last term of employment in the last year of the Senior Lecturer Appointment, unless the Senior Lecturer Appointment has been renewed.

28.7.10 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 15 days after the end of their appointment, or for Librarian Members with Part-time Continuing Appointments, annually no later than July 15.

28.7.11 For Librarian Members with Part-time Continuing Appointments, monies unspent in a Member's PER for a 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 28.7.2.

28.7.12 Any change in the University's PER claim form shall only be made with the consent of the Association.

28.8 Professional Development Fund

28.8.1 Effective September 1, February 1, and June 1 of each contract year, a fund of $30,000 shall be made available to assist CTF and Librarian Members with the cost of scholarship, research, pedagogical development and creative activities related to a Member's responsibilities under Articles 16 or 17, as appropriate. The total annual fund shall be $90,000 and unused funds will carry over to the next term, subject to 28.8.2. Funds will be available for expenses including, but not limited to, travel to scholarly or pedagogical conferences, for the employment of research assistants, and for other costs directly related to a Member's duties under Article 16 and 17, as appropriate. The application procedure and conditions of a grant under this clause are as follows:

(a) Members apply for professional development funds in writing to the Office of Faculty Relations, copied to Department Chair, and the Dean or UL as appropriate. An application for funds shall include a summary of the scholarly, research, creative or pedagogical development activity; the purpose for which funds are

Print Version Pending

needed; the relationship of the activity to the Member's teaching and professional responsibilities, if applicable; a budget; and the date for the conclusion of the activity;

(b) applications shall be adjudicated by the Office of Faculty Relations in consultation with the Office of Research Services or T&L, as applicable;

(c) the maximum grant under this fund is $3,000 and the minimum award is for $500 unless the Member requests a lesser amount;

(d) any award of professional development funds shall be concluded within 12 months of the award. Any unspent monies shall be made available to other applicants under this provision.

(e) Members of the bargaining unit that hold managerial roles within the University are excluded from accessing the CTF professional development fund.

28.8.2 By September 15, the Office of Faculty Relations shall report to the Association on the professional development funds under 28.8.1 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 professional development fund available in the following year to a maximum fund of $65,000 per academic year.

28.8.3 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 28.9.

28.8.4 Recommendations and decisions made under this Article (28.8) shall not be subject to grievance (23.1.5)

28.9 Equity, Diversity, Indigeneity and Inclusion Fund

28.9.1 In order to contribute to the continuous development of scholarship and to aid in educational dissemination of teaching and learning, the University has established an Equity, Diversity, Indigeneity and Inclusion Fund (EDII Fund). Effective September 1 of each contract year, a fund of $30,000 shall be made available, and unused funds will carry over to the next term, subject to 28.9.2. A minimum of $10,000 will be directed toward Indigenous Knowledge endeavours and the remainder will be directed toward other EDI work. Funds will be available for expenses associated with, but not limited to, guest speakers, incorporating experiential learning directed towards EDII, travel to scholarly or pedagogical conferences on EDII, and EDII training. The application procedure and conditions of a grant under this clause are as follows:

(a) Members apply for EDII funds in writing to the Office of Faculty Relations, copied to the Member's Department Chair, and the Dean or UL as appropriate. An application for funds shall include a summary of the EDII activity; the purpose for which funds are needed; the relationship of the activity to the Member's teaching and professional responsibilities, if applicable; a budget; and the date for the conclusion of the activity;

(b) applications shall be adjudicated by the Office of Faculty Relations in consultation with the AVP: EDI or the AVP: Indigenous Initiatives, as applicable;

(c) the maximum grant under this fund is $2,000 and the minimum award is for $500 unless the Member

Print Version Pending

requests a lesser amount;

(d) any award of EDII funds shall be concluded within 12 months of the award. Any unspent monies shall be made available to other applicants under this provision.

(e) Members of the bargaining unit who hold managerial roles within the University are excluded from accessing the CTF EDII fund.

28.9.2 By September 15, the Office of Faculty Relations shall report to the Association on the EDII funds under 28.9.1 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 EDII fund available in the following year to a maximum fund of $30,000 per academic year.

28.9.3 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 28.10.

28.9.4 Recommendations and decisions made under this Article (28.9) shall not be subject to grievance (23.1.5)

28.10 Travel Reimbursement Rates

28.10.1 Requests for travel advances and payment of travel claims will be according to the terms set out in the collective agreement for full-time faculty and professional librarians.

ARTICLE 29: EMPLOYMENT OF NON-MEMBERS

29.1 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).

29.2. In the event that a CTF Member with seniority under 13.7 and a full-time faculty member both wish to teach the same course, the CTF Member shall retain seniority rights for courses available after the date of posting set out in 13.4.3.

29.3 Within 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 30: NO STRIKES OR LOCKOUTS

30.1 There shall be no strikes and no lockouts, as defined by the Ontario Labour Relations Act, 1995, as amended, so long as this Agreement continues to operate.

Print Version Pending

ARTICLE 31: AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION

31.1 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.

31.2 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 programs, 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.

31.3 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 32: TRANSITION TO THE AGREEMENT

32.1 Any grievance filed after ratification of this Agreement shall be dealt with according to the provisions of Article 23, 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.

32.2 Unless otherwise stated in the Agreement, terms and conditions of employment for appointments commencing September 1, 2025 shall be in accordance with this Agreement.

32.3 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 33: TERM OF THE AGREEMENT – DURATION

33.1 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, 2028. This Agreement shall automatically renew itself on August 31, 2028 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 90 days prior to August 31, 2028, 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.

Print Version Pending

APPENDIX A: CERTIFICATE OF THE ONTARIO LABOUR RELATIONS BOARD

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 UL and Archivist, including an individual appointed in an acting capacity to serve temporarily in one of these offices, or one of these officers on an administrative leave that falls within a term of office, or between two consecutive terms of office; c) persons holding visiting or In-Residence appointments for one year or less. This certificate is to be read subject to the terms of the Board's Decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

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

Ontario Labour Relations Board

Tim R. Parker

Registrar (Seal)

Print Version Pending

APPENDIX B: VICE-DEANS IN THE CONTRACT TEACHING FACULTY AND PART-TIME LIBRARIANS COLLECTIVE AGREEMENT

The duties and responsibilities that a Dean may assign or delegate to the Vice-Dean are limited to all Dean-related Articles in this Collective Agreement except those listed as follows.

Description	Article or Letter of Understanding
Conflict of Interest	9.3
Discipline	22

For greater certainty, the Dean cannot delegate to a Vice-Dean the duties and responsibilities in the above Articles.

For grievances pertaining in whole or in part to Articles 9.3 and 22, the Dean shall not delegate their duties and responsibilities under Article 23 to a Vice-Dean.

The exclusion of the duties and responsibilities in these Articles does not preclude the Vice-Dean from undertaking any preparation or discovery work on behalf of the Dean.

Print Version Pending

APPENDIX C: ACCESSIBLE LEARNING AND ACCESS TO LEARNING MANAGEMENT SYSTEM COURSE SITES FOR STUDENTS WITH PRINT DISABILITIES

Refer to University Policies 2.3 and 2.4 and the Alternate Format Requests from the Accessible Learning Centre.

The Parties support the principle of accommodation for students with disabilities to provide for their inclusion and full participation in the university community. The Parties further recognize that the University is bound by legislation to accommodate students with disabilities to the point of undue hardship according to provisions in the Ontario Human Rights Code and to proactively identify remove and prevent barriers to persons with disabilities as required by the Accessibility for Ontarians with Disabilities Act (2005).

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 CTF Members under Article 20 of this Agreement. Parties further agree to jointly identify and implement reasonable alternative accommodations in situations where an accommodation originally recommended by the ALC may infringe upon the Intellectual Property rights of Members.

In order to provide access to course materials for students, with verified print disabilities, the parties agree that qualified staff in Accessible Learning shall be given access to the learning management system site for a course in which identified students are enrolled. On any transcription of course material ALC staff 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, shared or reproduced for any other purpose.”

Print Version Pending

APPENDIX D: SCHEDULE OF PAY FOR DUTIES INVOLVING THE ADVISING, SUPERVISION AND EXAMINING OF STUDENTS UNDER 28.4

Duty	Pay (Effective September 1, 2022**)**
PhD comprehensive Exam	$220
Committee reviewing/examining a MA/MSc thesis/PhD dissertation proposal*	$220
Co-supervision of a MA/MSc thesis	$550 per year to a maximum of $1,100
Co-supervision of a PhD dissertation*	$660 per year to a maximum of $2,640
Examining a MA/MSc thesis/MBA Research Project*	$275
Examining a PhD dissertation*	$440
Supervision of an UG thesis/research paper	$660
Supervision of a one-term directed reading course – First student*	$550 for one student
Supervision of a one-term directed reading course – Subsequent students*	$220 for each additional student to a maximum of 5 students per directed reading course

*Where academic duties relate to graduate theses, dissertations or research papers, the Member must hold a current appointment to the Graduate Faculty.

Print Version Pending

APPENDIX E: JOB POSTING FORM FOR CONTRACT TEACHING FACULTY

Course Information		
Department:		Name/Number:
Term (Start/End Dates):		Day(s)/Times:
Location: Waterloo, Brantford, Kitchener, Toronto, Milton		Hours per week:
Mode of Delivery (dropdown menu of all Senate approved modes as defined in Article 2)		Total hours:
Type of instruction: Lecture/Lab/Tutorial		
Anticipated Class Size:		
For Supplementary Remuneration for marking and grading allowance, see Article 28.2, and coordination of large classes or multi-section courses, see Article 28.3		
Additional Course Requirements (if applicable)		
Requirement	Hours	Notes
None		
Lecture Attendance		
Lab		
Tutorial		
Screening		
Salary		
Qualifications		
Required Academic Degree: Doctoral, Master's, Bachelor's degree		
Required Discipline(s):		
Required, If Applicable: Examples: Area of Specialization 1, Area of Specialization 2, Professional Designation, Professional experience		
Preferred or An Asset: Examples: PhD, Experience working in the field		
Submit with Application		

Required for All Applicants: Curriculum Vitae and Candidate Application Form (CAF)			
Required for External Applicants: Examples: Names and Contact Information for Referees, Evidence of Good Teaching, and verification of their degree.			
Optional for All Applicants: Examples: Cover Letter, Teaching Dossier, Sample Course Outline Note: A Cover Letter is not expected (unless noted as required) as the CAF will include information that is typically included in a Cover Letter.			
Application Deadline:			
Address Applications To:			
This appointment is in accordance with the Contract Teaching Faculty and Part-time Librarians Collective Agreement, for which the Wilfrid Laurier Faculty Association (WLUFA) is the exclusive bargaining agent. **Assessment of your application will be based primarily on the Candidate Application Form (CAF). The Part-time Appointment Committee is only required to review the CAF, Curriculum Vitae, and any specifically referenced pages in a supplemental document(s) to ensure fair assessment of each candidate.** Diversity and creating a culture of inclusion is a key pillar of Wilfrid Laurier University's Strategic Academic Plan and is one of Laurier's core values. Laurier is committed to increasing the diversity of faculty and staff and welcomes applications from qualified members of the equity-deserving groups. Indigenous candidates who would like to learn more about equity and inclusive programming at Laurier are welcome to contact the Office of Indigenous Initiatives at indigenous@wlu.ca. Candidates from other equity-deserving groups who would like to learn more about equity and inclusive programming at Laurier are welcome to contract Equity and Accessibility at equity@wlu.ca. We have strived to make our application process accessible, however if you require any assistance applying for a position or would like this job posted in an alternative format, please contact Faculty Relations at FacultyRelations@wlu.ca. All qualified candidates are encouraged to apply; however, as per Canadian immigration laws, Canadians and permanent residents will be given priority. Members of the equity-deserving groups must self-identify to the appropriate Dean(s) to be considered for employment equity. The job posting will declare whether AI tools will be used in the hiring process. (Dropdown menu yes/no)			
Link to hiring unit assessment rubric: <link to rubric>			
Date Posted On:		Date Posting Ends:	

APPENDIX F: TEACHING INTENTION FOR SENIORITY COURSES FORM (TISC FORM)

Submitted by: April 15th, 23:59 Eastern Time Date Submitted:_____

INSTRUCTIONS:

Members who wish to exercise their right of first refusal for courses in which they have seniority status under 13.7.2 prior to the posting of courses under 13.4, shall submit a Teaching Intention for Seniority Courses Form (TISC Form). The form shall be submitted by April 15, 23:59 Eastern Time. Otherwise, Members may apply for those courses if they are posted.

[Note to Members: the form will be converted to an online form and may look different but will include all fields as form elements.]

Personal Information:					
Name:			WLU ID Number:		
Department/Program/Area:			Laurier email address:		
Phone Number – Preferred:			Phone Number – Alternate:		
Dates Unavailable for Contact (if any):					
Laurier is committed to increasing the diversity of faculty and staff and welcomes applications from qualified members of the equity-deserving groups.					
Availability Information:					
Fall Term **Yes/No**	Winter Term **Yes/No**	Spring/Intersession/Summer Session **Yes/No**			
Campus					
Waterloo □	Brantford □	Toronto □			
Kitchener □	Milton □				
Courses: List the courses in which you have been granted **seniority status** that you are interested in teaching in the upcoming academic year. You must specify Mode of Delivery and Type of Instruction (Examples: ZZ1234 Tut / ZZ1234 Lec / ZZ1234VA)					

APPENDIX G: CANDIDATE APPLICATION FORM (CAF)

INSTRUCTIONS:

If a candidate is applying to an individual course posting, this form shall be submitted by the deadline listed in the course posting. Refer to Appendix H for further guidance about completing this form and how this form will be scored.

NOTES:

Assessment of the application will be based primarily on the Candidate Application Form (CAF) as per 13.5.1 and Appendix I. The Part-time Appointment Committee is only required to review the CAF, Curriculum Vitae, Official File, any documents listed as required in the job posting, and any specifically referenced pages in a supplemental document(s) to ensure fair assessment of each candidate.

This form shall be submitted in a University-approved format as listed in the posting.

Print Version Pending

APPENDIX H: ASSESSMENT OF CANDIDATES UNDER 13.6.1

This form shall be used for the assessment of candidates for appointments under Article 13.6.1 and shall not be used to evaluate Members for any other purpose. The form must be filled out in accordance with the attached notes and program-specific rubric. The candidate with the highest score in Appendix H shall be recommended for the course and any available sections of a multi-section course. The completed Appendix H is for PTAC use only and shall only be made available to the Dean upon their request, or if there are comments for the Dean's consideration in (e), or if there is a tie, and shall be made available to the Association in the event of a request under 23.5.3 or a grievance. This form must be completed for each candidate with rationale/comments.

Assessment of the application will be based primarily on the Candidate Application Form (CAF) as per 13.5.1 and Appendix I. The Part-time Appointment Committee is only required to review the CAF, Curriculum Vitae, Official File, any documents listed as required in the job posting, and any specifically referenced pages in a supplemental document(s) to ensure fair assessment of each candidate.

Additional information used in the assessment may include student course surveys from WLU and/or other institution(s); evaluations of Member's performance under Article 10, if applicable; any other materials listed as optional in the job posting and provided by the candidate. In the event of a grievance or inquiry under 23.5.3, the PTAC must be prepared to list all sources of information used to assess the candidate. No assessment of teaching performance may rely exclusively or primarily on student course surveys.

Candidate's Name:		**Course Number:**	
MEETING DETAILS			
Date:	**Chair:**		
Meeting Participants:			
CRITERIA	**POSSIBLE SCORES**	**CANDIDATE'S SCORE**	**RATIONALE/ COMMENTS**
a) Is the candidate qualified?			
i. Does the candidate have the required academic and/or professional qualifications as posted?	**YES/NO**		
If No, then the PTAC is required to discontinue the evaluation.			
ii. Does the candidate have the relevant qualifications and experience to teach the course?	**YES/NO**		
If No, then the PTAC is not required to continue the evaluation.			
b) Competency to teach the posted course:	Maximum: 50		
i. currency and mastery of the subject matter	30-excellent 20- very good 15-good 10-satisfactory 0-poor or no evidence		
ii. previous teaching or tutorial or lab experience in the posted or similar or	Maximum: 10		

Print Version Pending

substantially similar course(s) – total seniority points to a max of 10			
iii. ability to perform the duties of the course	Maximum: 10		
If the score after b) is less than 25, then the PTAC is not required to continue the evaluation.			
c) Teaching qualifications (not specific to the course):	**Maximum: 30**		
i. teaching-related experience (seniority points not already counted in section b) ii), including courses taught, tutorials, labs, training	Maximum: 15		
ii. assessment of teaching skills, including teaching-related transferrable skills demonstrated outside a teaching context.	15-very good 10-good 5-satisfactory 0-poor or no evidence		
If the total score after b) and c) is less than 40, then the PTAC is not required to continue the evaluation.			
d) Other relevant qualifications	**Maximum: 20**		
Examples: see "Appendix H Notes"	20-very good 15-good 10-satisfactory 5-limited 0-no evidence		
TOTAL SCORE	**Maximum: 100**		
If the total score after b), c), and d) is less than 50, then the PTAC is not required to recommend the candidate for the course.			
e) Optional **i. Comments for the Dean's consideration:** **ii. Comments on Student Course Surveys:**			

APPENDIX H NOTES:

a) Is the candidate qualified?

i. Does the candidate have the required academic and/or professional qualifications as posted? **Yes/No**

Does the candidate have the required academic and/or professional qualifications for the appointment 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, in the posting for the appointment, the minimum degree necessary for the appointment and 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).

Print Version Pending

If the candidate does not have the required academic and/or professional qualifications and experience to teach the course as posted, they shall not be considered for the position.

ii. Does the candidate have the relevant qualifications and experience to teach the course? **Yes/No**

In addition to the required qualifications, does the candidate have experience or credentials directly relevant to the course? This may include qualifications that were listed as "preferred" on the posting (e.g., academic specializations, experience in the field). The PTAC is not required to continue the evaluation if it is determined that the candidate does not have these further qualifications

b) Competency to teach the posted course (max 50):

i. currency and mastery of the subject matter **(30-excellent, 20-very good, 15-good, 10-satisfactory, 0-poor or no evidence – score with only those explicit values):**

Additional degrees, past course syllabi, professional experience, scholarly activity, creative work, and other discipline-specific activities can be considered in this category. Each assessment factor must be relevant to the posted course and no assessment tool used to determine currency and mastery of the subject matter may rely exclusively on one criterion.

ii. previous teaching or tutorial or lab experience in the posted or similar or substantially similar course(s) **(max 10)**

Note: The PTAC will award full points for Laurier seniority points in the posted course or substantially similar course. Partial points may be awarded for similar or substantially similar courses taught elsewhere.

Partial points, to a maximum of 5, may be awarded for teaching relevant tutorials or labs in the course or a substantially similar course at Laurier or elsewhere.

iii. ability to perform the duties of the course not addressed in b) ii. **(max 10):**

This may include an assessment of the candidate's ability, from **other courses taught at Laurier or elsewhere**, to teach in a specific type of instruction, or mode of delivery, or various class sizes, or with specific equipment or platforms; and to develop course materials including learning objectives, student assessments, etc.

Partial points, to a maximum of 5, may be awarded for teaching relevant tutorials and labs at Laurier or elsewhere.

Similar courses (determined by PTAC) may be defined as experience in similar courses taught at Laurier or elsewhere, and may also include TA experience and team-teaching.

A substantially similar courses(s) may include a course that appears in the Academic Calendar as a course exclusion or a course that encompasses substantially similar subject matter with the same or similar assessment techniques. Substantially similar courses are identified by the Department.

c) Teaching qualifications (not specific to the course) (max 30):

i. teaching-related experience **(max 15):**

A. total WLU seniority points, other than in the posted course or a substantially similar course (only include seniority points not already counted in section b) ii), (max 15 points)

B. If A is less than 15:

Print Version Pending

I. Partial points for courses or tutorials and labs taught elsewhere (max 5 points)

II. teaching training (including but not limited to training related to pedagogy, equity, diversity, inclusivity, Indigeneity, anti-racism, anti-oppression, and accessible learning) (max 5 points)

ii. assessment of teaching skills, including teaching-related transferrable skills demonstrated outside a teaching context **(15 very good, 10-good, 5-satisfactory, 0-poor or no evidence – score with only those explicit values):**

Student course surveys under Article 19, or equivalent from another institution, may be used as part of the assessment. No assessment of teaching qualifications may rely exclusively or primarily on student questionnaires or student opinions. (It should be noted that while student opinions may provide important information about teaching performance, they do not in themselves constitute an *evaluation* of teaching performance as they may be biased, may be impacted by allegations of academic misconduct, and only represent a small percentage of student opinions.)

d) Other qualifications and experience relevant to the course, for example (20-very good, 15-good, 10-satisfactory, 5-limited,0-no evidence score with only those explicit values):

- additional degrees or professional qualifications
- community engagement
- development of educational materials
- experience implementing the principles of equity, diversity, and inclusion into the classroom
- Indigenous knowledge systems
- pedagogical development
- post-doctoral experience
- professional development and/or experience

Qualifications and experience under this section must be directly relevant to the course advertised. Indicate the candidate's qualifications and experience.

(e) Comments for the Dean's consideration:

i. Awarding of a course is subject to a Member's success in meeting the duties and responsibilities in Article 16. In this section, the PTAC may submit comments or express concerns regarding the candidate. If the Member has failed to maintain a record of satisfactory teaching and/or has failed to satisfy all requirements under Article 16, it is expected that there will be evidence that progressive consultations with the Member have failed to address concerns.

ii. Has the PTAC identified an anomaly or trend in student course survey results that has caused concern? If yes, provide details, including evidence of consultations with the Member.

When two or more candidates with the highest point totals have equal points under Appendix H, the PTAC will inform the Dean that the assessment under Appendix H has resulted in a tie and will send the names of all candidates with equal points to the Dean. The Dean will determine who will receive the offer according to the following procedures:

Print Version Pending

If two or more internal candidates have equal points under Appendix H:

i. the Member who has taught the posted course before shall be ranked higher.
ii. If this is insufficient to determine the appointment, a candidate who has self-identified as a member of an equity-deserving group (Indigenous, racialized, female, having a disability, and/or a sexual or gender minority), shall be ranked higher.
iii. If this is insufficient to determine the appointment, the Member with the most total seniority points shall be ranked higher.
iv. If this is insufficient to determine the appointment, the Dean shall make the appointment from among these candidates by lot.

If two or more external candidates have equal points under Appendix H:

i. the candidate who has self-identified as a member of an equity-deserving group (Indigenous, racialized, female, having a disability, and/or a sexual or gender minority), shall be ranked higher.
ii. If this is in sufficient to determine the appointment, the candidate who has taught a similar course elsewhere most recently shall be ranked higher.
iii. If this is insufficient to determine the appointment, the Dean shall make the appointment from among these candidates by lot.

When comparing the highest-ranking internal candidate with the highest-ranking external candidate, both of whom have the same number of points under Appendix H:

i. the candidate who has self-identified as a member of an equity-deserving group (Indigenous, racialized, female, having a disability, and/or a sexual or gender minority), shall be ranked higher.
ii. If this is insufficient to determine the appointment, the top ranked internal candidate shall be ranked higher.

Print Version Pending

APPENDIX I: TEACHING DOSSIER

In order to provide a current record of a CTF 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 teaching philosophy that situates the Member's approach to teaching;

(b) a description of teaching practices and how they are applied to achieve student outcomes;

(c) a statement illustrating the Member's contributions and commitments to equity, diversity, inclusion and Indigeneity in the classroom, including the development of inclusive pedagogies, or the mentoring of students from underrepresented groups;

(d) evidence of teaching effectiveness as defined by the Member;

(e) information from students, including informal student evaluations, letters, and testimonials;

(f) a statement of the 'ember's pedagogical goals and objectives;

(g) a statement of the 'ember's involvement in professional development as a teacher such as participation in seminars, workshops, 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;

(h) description of duties connected with the coordination of multi-sectioned, sequenced, or otherwise inter-related courses, and with the direction and coordination of programs of studies including the academic counselling of students;

(i) evidence of contributions to course, program, or general curriculum development including the design of new courses and programs;

(j) 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.);

(k) description of activities concerned with high school liaison;

(l) a record of teaching for the Member's period of employment during the most recent 3 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(f);

(iii) list of individual student projects supervised, if any (e.g., honours or graduate student theses or similar individually supervised projects);

(iv) student evaluations or course surveys deposited in a Member's Official File by the University under 19.2, 19.3, and 19.4 shall be considered as part of the Teaching Dossier. A Member may wish to place additional copies of the teaching evaluations or student course survey in the Dossier, but there is no requirement to do so;

(m) 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;

Print Version Pending

(n) course feedback conducted by the Member; any comments the Member may wish to make about these evaluations, or about the University teaching evaluations;

(n) other material that the Member deems relevant.

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

Print Version Pending

Letter of Understanding
Between

Wilfrid Laurier University Faculty Association

and

Wilfrid Laurier University

Re: Article 13.10.6.4 – Application of Seniority Status in Music Studio Classes

Whereas Article 13.10.6.4 establishes the process for applying seniority status in Music Studio classes; and

Whereas the parties have exchanged proposals and counters during the current round of CTF negotiations to address student recruitment and the application of seniority status in Music Studio classes; and

Whereas the parties have proposed a number of Letters of Understanding ("LOU's") to address matters pertaining to WLUFA's bargaining units through bilateral committees;

Now therefore, the parties agree as follows:

1. The Parties agree to establish a joint process to review the application of Article 13.10.6.4 of the Collective Agreement for Contract Teaching Faculty and Part- time Librarians ("Collective Agreement") as it applies to Music Studio classes, including seniority status language, student recruitment practices, and the equitable distribution of students.

2. A bilateral committee shall be established consisting of eight (8) members as follows:

   (a) two (2) Contract Teaching Faculty members appointed by WLUFA;

   (b) two (2) Full-time Faculty members appointed by WLUFA; and

   (c) four (4) representatives appointed by the University.

Committee members shall be studio instructors or have studio experience at WLU. CTF representatives on the committee must include members holding seniority status and members without seniority status in a studio course and should also include at least one Member who is actively engaged in recruitment.

3. The Committee shall review and discuss:

   (a) the interpretation and application of seniority status language under Article 13.10.6.4 in Music Studio classes;

   (b) student recruitment practices as they relate to seniority-based assignment; and

   (c) the equitable distribution of students among instructors, having regard to pedagogical considerations and the Collective Agreement.

4. The Committee shall commence its work within a reasonable period following the ratification of this Collective

Print Version Pending

Agreement by the Parties and shall complete its review and provide recommendations to the Joint Liaison Committee no later than June 15, 2026. If the Parties do not reach agreement on the recommendations by this date, Music's current practice shall continue to apply until an agreement is reached.

Print Version Pending

Letter of Understanding

Between

Wilfrid Laurier University

And the

Wilfrid Laurier University Faculty Association

Re: The potential impact of Artificial Intelligence (AI) on Association Members' intellectual property (IP), privacy, and working conditions

Whereas the Association has proposed several language modifications for the renewal of the Contract Teaching Faculty and Part-time Librarian's Agreement that have implications for the full-time bargaining unit; and

Whereas the University is committed to addressing concerns related to the impact of Artificial Intelligence (AI) on the intellectual property (IP), privacy, and working conditions of all faculty members and librarians; and

Whereas the Association and University recognize that AI has potential implications for the University's core mission of supporting scholarship and delivering a quality academic experience, and the Parties wish to address these through the formation of a bilateral committee.

Now therefore, the Parties agree as follows:

1. **Purpose:** The Parties agree to form a bilateral committee to develop recommendations on policies and procedures that pertain to both University-sanctioned and non-sanctioned use of AI and their impact on the intellectual property, privacy, and duties, responsibilities, rights, and working conditions of Association Members.

2. **Formation, Term, and Review:** The Parties agree to form the committee within 60 days of the ratification of the Collective Agreement for Contract Teaching Faculty and Part-time Librarians. The Parties further agree that:
    a. Recognizing that an understanding of AI is needed, and that federal and provincial regulatory frameworks are still in development, within one year of formation, the committee shall make its initial recommendations and consider whether to extend its term.
    b. The committee will review the Terms of Reference (as described in Section 3) at least once annually during the term of the bilateral committee.

3. **Terms of Reference:** The Parties agree that within 60 days of formation of the bilateral committee, a Terms of Reference consistent with the purpose set out in Section 1, above, shall be jointly drafted and agreed to on issues such as topics of focus, guidelines and timing of the consultative process between the bilateral committee and the University, and other administrative or logistical matters.

4. **Membership:** The committee will include, from the Association, two (2) members from full-time faculty and librarians and two (2) members from the contract teaching faculty and part-time librarians, and from the University, four (4) members from administrators. Both WLUFA and the University will select committee members with the requisite expertise to consider the implications around the use of AI.

5. **Responsibilities:** The responsibilities of the bilateral committee may include but are not limited to the following areas as they intersect with the duties, responsibilities, and working conditions of Association members:

Print Version Pending

a. reviewing policies and procedures related to determining which AI technologies will be adopted by the University and how the technologies are deployed;
b. identifying implications of AI on
    i. the IP of Association Members;
    ii. the data privacy of Association Members;
    iii. issues of workload intensification such as academic misconduct and shifting pedagogy.

6. **Resources to the committee**: As and when needed, the committee may request information and support from additional units within the University that are not represented on the committee, such as Teaching and Learning, Accessible Learning, and Student Affairs. For the purposes of identifying implications of AI on faculty members' work, the committee can consult with full-time faculty, contract teaching faculty, librarians, and part-time librarians.

The Parties agree that any language related to Artificial Intelligence that is bargained into the Full-time Faculty and Professional Librarians Collective Agreement (the "Full-Time Agreement") will be adopted into this Agreement. This will be done through an appended Letter of Understanding outlining the impacted articles of this Agreement when a Full-Time Agreement is ratified.

Print Version Pending

Letter of Understanding

Between

Wilfrid Laurier University

And the

Wilfrid Laurier University Faculty Association

Re: Student Course Survey Questions

Whereas Article 19 of the Contract Teaching Faculty and Part-time Librarians Collective Agreement outlines the terms and conditions for Student Course Surveys; and

Whereas Article 31 of the Full-time Faculty and Professional Librarians Collective Agreement outlines the terms and conditions for Student Course Surveys; and

Whereas both Parties agree that it is timely to review the questions used in the student course surveys, given the updated modes of delivery.

The Parties agree to the formation of a small working group, led by the interim Associate Vice-President Academic (Academic Director Teaching Excellence and Innovation), with membership from Teaching and Learning, resource support, and equal membership from both full-time and contract teaching faculty. Faculty membership shall include at least one member who has experience teaching in-person, one who has experience teaching virtual asynchronous courses, and preferably one with experience teaching in another mode.

The working group shall recommend survey questions that are representative of all modes of delivery. The working group shall commence its work within 30 days of the ratification of the Contract Teaching Faculty and Part-time Librarians Collective Agreement, and provide a recommendation to the Vice-President Academic and the WLUFA Executive by September 2026 with the objective of implementing it in Student Course Surveys for the Fall 2026 semester.

Print Version Pending

Letter of Understanding

Between

Wilfrid Laurier University

And the

Wilfrid Laurier University Faculty Association

Re: Opportunities for full-time appointments for Contract Teaching Faculty

In accordance with 13.13.12 of the full-time faculty collective agreement, if a Limited Term Appointment is to be made under 13.6.2 and there is a fully qualified candidate currently in the employ of the University, the Department and Dean may recommend an appointment without a search to the Vice-President: Academic. Both the Dean and the Vice-President: Academic shall consider and make recommendations on a case-by-case basis according to the qualifications of the individual candidate. When the Vice-President: Academic denies such an appointment, they shall inform the Dean and Department in writing giving reasons for the decision, copied to the Association. If the Vice-President: Academic authorizes the appointment without a search, they shall, within 10 working days of receiving a signed Letter of Appointment, inform the Association in writing giving reasons for this exception to 13.13.6 and 13.13.7.

In accordance with 13.13.14 of the full-time collective agreement and 13.7.3.5 of the Contract Teaching Faculty Agreement, if a new full-time position, including a continuing teaching stream, is created in a field or area in which a Member regularly teaches, or a Member has seniority status in a course or courses that are likely to be taught by the new hire, the Member has a right to apply for the position, and if they apply, and have the requisite qualifications as outlined in the job posting, the Member shall be placed on the short-list, and interviewed for the appointment.

Print Version Pending