

# Collective Agreement

University of Victoria Faculty Association

And

University of Victoria

July 1, 2019 – June 30, 2022

*Any changes adopted by the parties and any interpretations of the Joint Committee on Administration of the Agreement relating to any section of this agreement will be posted on the parties' websites.*



# University of Victoria and University of Victoria Faculty Association

## Collective Agreement

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# Part 1: Interpretation of Agreement

## 1. Preamble

The Parties recognize that the University is a community of learning, knowledge, and accomplishment that serves the people of British Columbia, and the global community. In teaching, learning, research, artistic creativity, scholarly activity and professional practice, the Parties are committed to attaining the highest quality, to meeting the highest standards of integrity, to providing students with an environment in which they may develop intellectually and professionally, to promoting the advancement and dissemination of knowledge, and to supporting a climate of academic freedom, responsibility, and mutual respect. The Parties agree, in the furtherance of these aims, to promote harmonious relations and to attempt to settle any misunderstandings or disputes in a respectful manner.

## 2. Definitions

For the purposes of this Agreement:

**“Academic Unit”** means a Faculty, School, Division or Department;

**“Academic Year”** means the period July 1 of any one year to June 30 of the next year;

**“Academic Responsibilities”** are those components of a Faculty Member’s Workload, articulated in their appointment letter and this Agreement, generally including Teaching, Research or Scholarly Activity, and Service;

**“Agreement”** means this Collective Agreement;

**“Article”** means a grouping of one or more provisions (called Sections) on a topic related to the Article’s name (e.g. Appointment, Salary)

**“Association”** means the University of Victoria Faculty Association;

**“Bargaining Unit”** means the group of Faculty Members and Librarians represented by the University of Victoria Faculty Association under the order of the British Columbia Labour Relations Board dated January 29, 2014;

**“Career Progress Increment”** or **“CPI”** is defined in s. 50.12;

**“Chair”** means the Chair of a Department and includes the Director of a School. Where a power or duty is given to a Chair under this Agreement, “Chair” also includes the Dean of a Faculty without Departments or the Head of the Division of Medical Sciences.

**“Clinical”** is a designation that indicates responsibilities that are carried out in a clinical setting, which may be in the nature of Teaching, Research and Scholarly Activity, or Service;

**“Conflict of Interest”** is defined in Article 49 *Conflict of Interest and Reasonable Apprehension of Bias*;

**“Continuing Appointment”** means an academic appointment without term that may only be terminated by resignation, retirement, death, or in accordance with the terms of this Agreement;

**“Dean”** means the Dean of a Faculty, and includes the Head of the Division of Medical Sciences. Where a provision applying to Librarians references a Dean, Dean shall also include the University Librarian;

**“Department”** means a Department of a Faculty and includes a School within a Faculty and a Faculty without Departments;

**“Evaluation Policy”** means the Departmental, Faculty or Libraries policies pertaining to evaluation of Faculty Members or Librarians as defined in Article 25 *Evaluation of Members*;

**“External Professional Activity”** is defined in s. 48.1 and 48.2;

**“Faculty”** means an Academic Unit that is so named and approved by the University Senate and Board of Governors and includes the Division of Medical Sciences but does not include the Faculty of Graduate Studies unless the text of a Section expressly refers to the Faculty of Graduate Studies;

**“Faculty Excluded”** means a person holding an academic appointment as a faculty member whose role entails administrative or supervisory responsibilities such that they are subject to exclusion from any bargaining unit under the *BC Labour Relations Code*. The Parties agree that Chairs of Departments and Directors of Schools are Members of the Bargaining Unit.

**“Faculty Member”** means a person holding an academic appointment referenced in s. 20.1 – s. 20.7 at the University, who is represented by the Association;

**“Full-time Equivalency” or “FTE”** refers to a comparison in relation to a Member working full-time where full-time equals 1 FTE;

**“Grant-Tenure”** means an academic appointment where funds to support more than 50% of the salary for the appointment come from an external source;

**“Home Unit”** means the Unit responsible for undertaking the processes in this Agreement in respect of a Member’s appointment;

**“Joint Committee on Administration of Agreement” or “JCAA”** is defined in Article 9 *Joint Committee on Administration of the Agreement*;

**“Librarian”** means a person holding a Regular Librarian Appointment (probationary or confirmed) or Limited-Term appointment as a Librarian and includes an Archivist, who is represented by the Association;

**“Hourly Librarian”** means a person holding a term appointment to undertake a limited range of Professional Responsibilities on an hourly basis such that annual hours do not exceed 0.8 FTE. The terms and conditions of such appointments are set out in the Letter of Understanding “Librarians appointed for a limited term on an hourly basis”.

**“Librarian Excluded”** means a person holding an academic appointment as a librarian whose role entails administrative or supervisory responsibilities such that they are subject to exclusion from any bargaining unit under the *BC Labour Relations Code*.

**“Limited-Term Faculty”** means a person holding an academic appointment for a limited period of time, which exceeds one year in duration;

**“Limited-Term Librarian”** means a person holding a Librarian appointment for a limited period of time, for one year or more, with at least 0.8 FTE;

**“Member”** means a Faculty Member or a Librarian;

**“Normal Retirement Date”** or **“NRD”** means the June 30<sup>th</sup> immediately following a Member’s 65<sup>th</sup> birthday;

**“Official Performance File”** is defined in s. 18.3;

**“Outstanding Performance Recognition”** or **“OPR”** is defined in s. 50.21;

**“Party”** or **“Parties”** means the University and/or the Association;

**“Performance Pay Increase”** or **“PPI”** is defined in s. 50.17;

**“Personnel File”** is defined in s. 18.8;

**“Professional Performance (Librarians)”** is defined in s. 25.15 a) i);

**“Professional Responsibilities”** are those components of a Librarian’s Workload articulated in their appointment letter and this Agreement, generally including Professional Performance, Scholarly and Professional Achievement, and Service;

**“Promotion Recognition Award”** or **“PRA”** is defined in s. 50.23;

**“Research, scholarship and creative activity”** (**“Research”**) is defined in s. 25.8 in relation to Research Stream faculty;

**“Reasonable Apprehension of Bias”** has the meaning described in s. 49.26;

**“Regular Academic Appointment”** means an appointment with Tenure or eligibility for Tenure, or an appointment with Continuing Appointment or eligibility for Continuing Appointment as defined in Article 20 Appointments;

**“Regular Librarian Appointment”** means a probationary status Regular appointment or confirmed Regular appointment as defined in Article 20 Appointments;

**“Retire”** means leaving the employment of the University after becoming eligible to collect pension benefits and without the intention of moving to other professional employment;

**“Retirement Phase-In Plan”** is defined in s. 53.5;

**“Scholarly Activity”** is defined in s. 25.11 when used in respect of Teaching Stream faculty.

**“Scholarly and Professional Achievement”** is defined in s. 25.15 a) ii) when used in respect of Librarians;

**“Scholarship”** is synonymous with Research, Scholarly Activity and Scholarly and Professional Achievement;

**“Section(s)”** or where a number is preceded by **“s.”** refers to a provision within an Article that sets out the agreement of the Parties.

**“Service”** when used in relation to Faculty Members is defined in s. 25.14 and when used in relation to Librarians is defined in s. 25.15 a) iii);

**“Standard”** means the Unit’s document outlining the distribution of Academic or Professional Responsibilities of Members and is defined in s. 13.1;

**“Standard for Librarians”** means the Library’s document outlining the distribution of Professional Responsibilities of Librarians and is defined in s. 13.15;

**“Stream”** differentiates appointment types, as defined in Article 20 Appointment;

**“Teaching Performance”** is defined in s. 25.5;

**“Tenure”** means an academic appointment without term that may only be terminated by resignation, retirement, death, or in accordance with the terms of this Agreement;

**“Unit”** means a Department or School within a Faculty, a Faculty without Departments, the Division of Medical Sciences, or a Library;

**“University”** means the University of Victoria;

**“University Academic Appointments Committee”** or **“UAAC”** is defined in s. 33.44;

**“Working day”** means Monday to Friday, except statutory holidays and University-wide closures.

### **3. Interpretation of Agreement**

- 3.1 Where a date specified in this Agreement for completing an act, including submitting a recommendation or filing an appeal, falls on a day on which University offices are closed, the deadline for completing the act is the close of business on the next Working day.
- 3.2 The headings of this Agreement are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 3.3 If any provision of this Agreement is held to be legally invalid or unenforceable, such invalidity or unenforceability will not affect or impair the validity or the enforceability of the remaining provisions of this Agreement, which will remain in full force and effect and the Parties will continue to be bound by them. The Parties agree to bear equal responsibility for the content of this Agreement.
- 3.4 If a statute or regulation is passed by the Government of Canada or the Province of British Columbia or a ruling or assessment is made by the Canada Revenue Agency that alters or renders any provision of this Agreement null and void, the remaining provisions will remain in effect for the term of the Agreement and the Parties will seek to negotiate a mutually agreed-upon substitution for the affected provision.
- 3.5 If a statute or regulation is passed by the Government of Canada or the Province of British Columbia or a ruling or assessment is made by the Canada Revenue Agency that alters the rights and obligations of either Party to this Agreement in a manner not foreseen or intended by either Party at the time of negotiation, the provision, provided it is not by law null and void, shall operate in accordance with its original intent, until such time the Parties negotiate a mutually agreed-upon substitution for the affected provision.
- 3.6 All regular correspondence and requests for information between the Parties arising out of, or incidental to, this Agreement, except where otherwise expressly provided, shall pass between

authorized representatives of the Faculty Association and the Office of Faculty Relations and Academic Administration. Such correspondence may either be delivered directly in paper or electronic form, or forwarded through the University's internal postal service.

## Part 2: Recognition and Collegial Rights

### 4. Recognition of Association

- 4.1 The University of Victoria recognizes the University of Victoria Faculty Association as the exclusive bargaining agent for all Members for whom the Association has been certified as bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated January 29, 2014, or as subsequently amended by the Board.
- 4.2 The Association does not represent and does not have the authority to negotiate or enter into an agreement on behalf of persons excluded in conformity with the *B.C. Labour Relations Code*.
- 4.3 For added clarity, the following are not Members and are not subject to this Agreement, (including during any period of leave):
  - a) Persons who hold a senior administrative position at the level of Associate Dean/Associate University Librarian or above;
  - b) Persons who are defined as Faculty Excluded or Librarian Excluded;
  - c) Post doctoral fellows, research assistants, sessional instructors, persons with adjunct and visiting appointments or persons with non-academic appointments, whether represented or unrepresented by another union;
  - d) Affiliated appointments for positions teaching in the Island Medical Program whose primary employment is with another post-secondary institution through the Island Medical Program.
  - e) any person appointed to any of the above positions in an acting capacity.
- 4.4 Faculty Members and Librarians newly appointed to the University and who fall within the description of the Bargaining Unit approved by the British Columbia Labour Relations Board on January 29, 2014, are members of the Bargaining Unit and are represented by the Association.
- 4.5 The University agrees to inform all applicants for employment which falls within the description of the Bargaining Unit in the advertisement that the Association represents the Bargaining Unit, and that this Agreement is in effect, and provide a link to the website of the Association.
- 4.6 No Member will be permitted or required to make any written or oral agreement with the University or its representatives which conflicts with the terms and conditions of this Agreement.
- 4.7 The University will not meet with any employee or group of employees undertaking to represent the Association without the authorization of the Association. The Association will notify the University of its authorized representatives.
- 4.8. A Member excluded under s. 4.3 a) will be represented by the Association, upon return to the Bargaining Unit, following completion of their term of office and any administrative leave associated with the term in office.

- 4.9 The University recognizes the right of Members, as a matter of individual conscience, to refuse to cross a picket line arising out of a dispute as defined in applicable labour legislation. Such absence will be without salary.
- 4.10 In accordance with section 68(2) of the *Labour Relations Code*, the University will not require a Member to perform any work of an employee in any bargaining unit of University employees that is on a legal strike or that is locked out, or who is honouring a legal picket line.
- 4.11 The University recognizes that the Association has the right at any time to call upon the assistance of the Canadian Association of University Teachers (CAUT). Such duly authorized representatives will have access to University premises to consult with Association officials and Members.

## **5. Association Dues and Fees**

- 5.1 Subject to the provisions of section 17 of the *Labour Relations Code*, it is a condition of employment of all Members of the Bargaining Unit to complete an authorization form providing for the deduction from salary of such fees, dues and assessments as the Association may require. Upon receipt of written authorization signed by the Member, the University will deduct monthly the amount of such fees, dues, and assessments from the salary payable to Members and remit such fees, dues, and assessments to the Association within ten (10) days of the end of each month.
- 5.2 All fees, dues and assessments payable by Members of the Bargaining Unit to the Association on the date that this Agreement comes into force will continue until the Association provides the University with a notice of revised fees, dues and assessments.
- 5.3 Where a Member of the Bargaining Unit has delivered written notice to the Association to remit fees, dues and assessments payable to the Association to the Faculty Association Scholarship Fund and the Association has so advised the University's designate in writing, the University will remit such fees, dues and assessments to the Faculty Association Scholarship Fund until directed otherwise by the Association.
- 5.4 Where the Association provides the University with written notice of revised fees, dues and assessments, the University will deduct the revised fees, dues and assessments in the pay period that begins thirty days after receipt of such notice.

## **6. Release Time for Officers of the Association**

- 6.1 The University recognizes that it has an interest in maintaining the Association's ability to adequately represent its Members.
- 6.2 The University will annually pay the cost of twelve course units of sessional replacement in order to provide release from Teaching or Librarian duties for officers of the Association. The Association may allocate these releases at its sole discretion. Upon receiving notification of the allocation from the Association, the University will transfer the requisite funds to the Member's Department or the University Libraries.

- 6.3 The University will pay for the costs of a further three course units of sessional replacement in the year during which an Agreement is being negotiated, in order to provide Teaching or Service release for the members of the Association negotiating team.
- 6.4 The Association may purchase, at its cost, Teaching release for Members in addition to release time described in s. 6.2 and s. 6.3. The cost of purchasing release time under this Section is the Step 6 cost on the Sessional Instructor pay-scale.
- 6.5 In order to permit the Member's Department or Faculty or the Libraries to find suitable replacements for the Members who are provided with release from Teaching or other duties under this Article, the Association will provide the University with 4 months' notice prior to the commencement of the term to which the release will apply with regard to the allocation under s. 6.2, s. 6.3 and s. 6.4.
- 6.6 Where release is provided to a Member under this Article, there will not be any loss of salary or benefits to the Member.
- 6.7 In the event that a Librarian receives one or more releases under this Article, they will receive a reduction in their Professional Responsibilities of six hours per week per term as the equivalent for each course unit of teaching release.

## **7. Office Space and Services**

- 7.1 The University will provide the Association with suitable, rent-free office space that is not less than the current area in square metres occupied by the Association.
- 7.2 The Association may use University services such as printing, audio-visual, and similar services, with the Association being charged at the internal user rate.
- 7.3 The Association may use the internal University mail delivery service for the purpose of communicating with Members without restriction and free of charge.
- 7.4 The University will provide the Association, free of charge, access to meeting rooms on the University campus for Association business, in accordance with the normal booking procedures and regulations.
- 7.5 The Association may pay its staff through the University payroll system at the Association's expense.
- 7.6 The University's telecommunication system may be used for communications between the Association and its Members. With regard to that communication, the University agrees that it will not seek to intercept, review, or otherwise gain access to communications between the Association and its Members. Notwithstanding the above, the University reserves the right to conduct an investigation with regard to the use of the University telecommunication system under University Policy *Acceptable Use of Electronic Information Resources (IM7200)*, or as otherwise permitted by law.



## 8. Collegial Rights

### Collegial Governance

- 8.1 Faculty Members and Librarians have the right to participate in the formulation and recommendation of academic policies and procedures within the University as members of duly constituted bodies and committees at the Department, Library, Faculty and University level.
- 8.2 The Parties accept and support the principles contained in policies of Senate and of the Board of Governors for the limits to terms of appointments and the participation of Members in the selection of Chairs and senior academic administrators, and in particular in the selection of:
- a) President;
  - b) Vice-President Academic and Provost;
  - c) Vice-Provost;
  - d) Vice-President Research;
  - e) Associate Vice-President Academic Planning;
  - f) Associate Vice-President Research;
  - g) Deans of Faculties;
  - h) Associate Deans of Faculties;
  - i) University Librarian; and
  - j) Associate University Librarians.
- 8.3 Nothing in this Agreement restricts the exercise by Senate and the Board of Governors of their jurisdiction over these procedures.

### Policies and Agreements Appended to this Agreement

- 8.4 The following University policies, and other appendices to this Agreement form part of this Agreement and cannot be amended without Association consent, such consent not to be unreasonably withheld:
- a) Appendix "B": *Policy on Intellectual Property*;
  - b) Appendix "C": *Conflict of Interest in Student Faculty Relationships*;
  - c) Appendix "D": *Scholarly Integrity*;
  - d) Appendix "E": *Policy on Duties and Responsibilities of Directors of Research Centres*.

### New or Amended Policies

- 8.5 Policies that are subject to this Article are those written policies and procedures approved by the Board of Governors, the President of the University, a Vice-President, an Associate Vice-President, or the Dean of the Faculty of Graduate Studies, that are listed in Appendix A to this Agreement and that remain applicable to Members.
- 8.6 Where a new policy is created that would either alter the terms and conditions of this Agreement or have a direct, substantive impact on a right or entitlement of a Member pertaining to their

ability to undertake Academic or Professional Responsibilities, the University shall notify the Association and the provisions of s. 8.7 and s. 8.8 shall apply. Such a policy, upon adoption, shall be placed on the list of Policies subject to this Article under s. 8.5.

- 8.7 The University will not adopt new Policies nor introduce amendments to or repeal provisions in existing Policies that alter the terms and conditions of this Agreement (including its Appendices) without the prior agreement of the Association.
- 8.8 The University will not adopt new Policies nor introduce amendments to or repeal provisions in existing Policies without prior consultation with the Association, where the amendment or repeal could have a direct, substantive impact on a right or entitlement of a Member pertaining to their ability to undertake Academic or Professional Responsibilities.

### **Consultations**

- 8.9 The consultation referred to in s. 8.8 requires the University to forward to the Association a copy of the proposed Policy falling under that Section and to give the Association forty (40) Working days from the date of its receipt of the proposal to provide the University with the Association's comments in writing on the proposal. The time period may be extended with the mutual agreement of the University and the Association.
- 8.10 At the request of either Party made within 40 Working days of the Association receiving a policy proposal under s. 8.9, the University and the Association will strike a joint policy committee for purposes of consultation. The joint policy committee will contain a maximum of six members with an equal number of members from the Administration and from the Association plus a chair, jointly selected by the President of the University and the President of the Faculty Association. The role of the committee will be to make best efforts to reach a consensus on recommendations regarding the Policy.
- 8.11 In the event that the committee cannot reach a consensus, the committee will prepare a report that fairly reflects the divergent views of the committee members.
- 8.12 The committee's report containing its recommendations and reflecting the divergent views, if any, of the members will be forwarded to the relevant decision-making authority for the Policy within 40 Working days from the committee's appointment. The decision-maker will review the report and will give good faith consideration to adopting any recommendations. In the event that the report is not unanimous, the decision-maker will consider all the expressed views in reaching their decision.
- 8.13 Nothing in this Article prevents either Party from submitting a grievance under Article 47 *Dispute Resolution*.

## **9. Joint Committee on Administration of the Agreement (JCAA)**

- 9.1 The Joint Committee on the Administration of the Agreement (JCAA) will be composed of three representatives of the University appointed by the President of the University and three representatives of the Association appointed by the President of the Association. A quorum will be four members, provided that two representatives of each Party are present.
- 9.2 The JCAA will:

- a) endeavour to maintain and develop a spirit of cooperation and mutual respect between the Parties;
  - b) review matters of concern arising from the administration of this Agreement excluding any dispute that is the subject of an appeal or grievance under any other provision of this Agreement or that has been submitted to arbitration under this Agreement;
  - c) oversee the accuracy and timely updating of the web versions of the Agreement and resolve any editorial inconsistencies in the web versions; and
  - d) foster good communication between the Parties and serve as a forum for the exchange of information.
- 9.3 The JCAA will not have the power to add to or to modify in any way the terms of this Agreement. The JCAA will function in an advisory capacity to the Association and the University and will seek the timely correction of conditions which may give rise to misunderstandings.
- 9.4 If the JCAA becomes aware of a serious ambiguity or omission that affects the application of the terms of this Agreement, the JCAA may make a unanimous recommendation to the Parties regarding the resolution of that ambiguity or omission for the term of the Agreement. If the Parties agree to adopt the recommendation of the JCAA, the Parties may sign a Letter of Understanding to that effect.
- 9.5 All paper copies of the Agreement will state on the title page that any changes adopted by the Parties and any interpretations of the JCAA relating to any Section of the Agreement will be posted with the Agreement on the websites of the Parties. A page or pages on those websites will set out this information and will normally be amended within 20 Working days of the change or interpretation. An electronic alert of the change or interpretation will also be sent to Deans, the University Librarian, Chairs and Directors, the Office of the Vice-President Academic and Provost and the Association at the same time the website is amended.
- 9.6 The JCAA will prepare and distribute an annual report of its work in the previous Academic Year by August 31 of each year. The annual report will be distributed as determined by the JCAA but will, in any event, be sent to the President of the University, the Vice-President Academic and Provost, and the President of the Association.
- 9.7 The Committee will meet as necessary but at least once every two months during the Academic Year, unless otherwise mutually agreed by the Parties. Either the Association or the University may call a meeting on seven days written notice. Written agendas will be circulated at least 48 hours in advance of each meeting.

## **10. Management Rights**

- 10.1 The Association acknowledges that the University has the right to manage the operations of the University and its employees in accordance with the University's purpose and obligation and in accordance with the *University Act* except as specifically restricted in this Agreement. The University agrees that in exercising these rights, it will act in good faith and will neither attempt to circumvent the provisions of this Agreement, nor act in a manner that is inconsistent with the terms and conditions of employment set out in it.

## 11. Information

### Information Provided by the University

#### *Association Dues and Fees*

- 11.1 The University will remit to the Association on a monthly basis the amounts deducted in accordance with Article 5 *Association Dues and Fees* together with a copy of the deduction control register at the time when the University makes other remissions of funds derived from payroll deductions and in any case not later than the last day of the month following the month in which the deduction is made.
- 11.2 A report will accompany the monthly remission of deductions that includes:
- a) the name, rank and Department of each Member from whose salary or wage deductions were made;
  - b) the amount deducted for each Member;
  - c) the names of Members whose deductions were remitted to the Faculty Association Scholarship Fund; and
  - d) the deduction start date for new Members.
- 11.3 The University will provide the Association with the following reports:
- a) Within two weeks of July 1, September 1 and January 1, an up-to-date list of all Members of the Bargaining Unit, including all Members on any type of leave permitted under this Agreement with the following data: name, UVic email, gender, Tenure status, FTE, highest earned degree and year attained, rank, salary and Department, and type of leave (if applicable) ("Membership List").  
  
For the purposes of this Section salary means actual salary with any retention adjustments or market supplements broken out and identified, including expiry date, if any.
  - b) Within two weeks of January 1, an up-to-date list of all Members of the Bargaining Unit who:
    - i) received an administrative stipend in the prior Academic Year, including name, Faculty, Department, administrative role and annual stipend amount; and
    - ii) received extra-to-load payments in the prior Academic Year, including name, Faculty, Department, extra-to-load payment amount and related FTE.
  - c) A monthly report updating the Membership List indicating new Members, Members who have retired or resigned, and status of Members on any type of leave whether commencing or returning from said leave.

### *Waived Searches*

11.4 In an Academic Year where one or more candidates are appointed under the waived search provisions in s. 20.26, the University will provide by June 30 a report to the Association listing the appointments made by waived search, confirming that all the required approvals for waiving an open competition were obtained and providing a statement of the exceptional circumstances that justified waiving an open competition.

### **Information Provided by the Association**

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

- a) a list of all persons authorized to represent the Association to the University, updated within one week of any change;
- b) a list of the officers and other members of the Executive Committee of the Association within one month of such membership being established or amended; and
- c) such other information as may be set out elsewhere in this Agreement that is required to be given.

11.6 The Association agrees to provide such general information about the activities of the Association to the University as the Association shall from time to time determine. Such information may include:

- a) a list of members of all standing committees of the Association;
- b) notice of general meetings of the Association and copies of the agenda;
- c) a copy of the current Constitution and By-laws of the Association, as amended from time to time.

This information may be provided in whole or in part by publication on the Association's public website.

### **General**

11.7 The Association agrees that any personal information provided by the University shall be treated by the Association pursuant to the provisions of the *British Columbia Freedom of Information and Protection of Privacy Act* and successor legislation.

## **Part 3: Members' Rights and Responsibilities**

### **12. Academic and Professional Responsibilities**

#### **Fulfilment of Academic and Professional Responsibilities**

12.1 A Faculty Member's Academic Responsibilities in the Research Stream include Teaching, Research and Service, as further described in s. 25.5 – s. 25.14, with a balance of commitment between each component as set out in s. 13.10 of Article 13 *Standards and Workload*.

- 12.2 A Faculty Member's Academic Responsibilities in the Teaching Stream include Teaching, Scholarly Activity and Service, as further described in s. 25.5 – s. 25.7, s. 25.11 – s. 25.14 with a balance of commitment between each component as set out in s. 13.11 of Article 13 *Standards and Workload*.
- 12.3 A Librarian's Professional Responsibilities include Professional Performance, Scholarly and Professional Achievement and Service, as further described in s. 25.15 with a balance of commitment between each component as set out in s. 13.24 of Article 13 *Standards and Workload*.
- 12.4 The expectations for performance of Academic and Professional Responsibilities is set out in Faculty and Library Evaluation Policies and Unit Standards created under Article 13 *Standards and Workload*.
- 12.5 In fulfilling Academic or Professional Responsibilities, Members shall:
- a) remain current in their discipline in the areas of Teaching and Scholarship;
  - b) adhere to Teaching schedules and fulfil Teaching obligations in all but exceptional circumstances and, in case of sudden illness or emergency, make all reasonable effort to notify the Department Chair or Dean, as applicable. In the case of planned absences, the Member shall seek advance approval from the Department Chair or Dean, as applicable, for any necessary cancellation and make mutually acceptable arrangements for dealing with the situation;
  - c) establish a record of performance reflecting high quality, excellence and high standards, as appropriate to the Member's Academic or Professional Responsibilities;
  - d) adhere to the University's policies, procedures and regulations. Where there is a conflict between these and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply;
  - e) be accessible to students for academic consultations during suitable, publicized times;
  - f) be available to participate in Teaching, Research or Professional Performance activities, and contribute to the Department, Faculty, Library and University through Service. The University encourages the participation of Members in Academic and Professional Responsibilities with scholars and librarians in other institutions, and it is understood that this form of collaboration will sometimes require a Member to undertake such activities at the site of another university, institute, research centre or government department.
  - g) undertake training and development offered by the University to meet its legislative obligations, manage risk to the University and the Member, or to inform Members of matters related to their Academic or Professional Responsibilities, their work-related legal obligations, and their responsibilities under University or Senate policy. Such training and development costs will be borne by the University and a Member's participation is counted as Service;
  - h) undertake any other duties and responsibilities set out in this Agreement.
- 12.6 Members shall provide the University with current contact information.

### **Assignment of Duties: Faculty**

- 12.7 The Academic Responsibilities of a Faculty Member include a combination of self-directed and assigned tasks in the areas of Teaching, Research and Scholarly Activity, and Service.
- 12.8 Within each Academic Unit, assigned Academic Responsibilities of Members will be equitably distributed to achieve the academic objectives, mandate and operational obligations of the Unit. The distribution will be in accordance with a transparent process based on clear principles developed with the input of the Members of the Unit.
- 12.9 The Unit process for distribution of assigned Academic Responsibilities among Faculty Members of the Unit shall give consideration to factors such as:
- a) the academic objectives, mandate and operational obligations of the Academic Unit;
  - b) the Standards of the Unit determined under s. 13.1;
  - c) the Academic Responsibilities assigned to the Faculty Member in previous years;
  - d) the Faculty Member's Workload balance as established by Normal Workload or any Alternative or Reduced Workload arrangement;
  - e) a Faculty Member's administrative and other contributions outside the Faculty Member's Unit;
  - f) a Faculty Member's program of Research and scholarship, where such a program requires supervision of staff and students and significant administrative responsibilities;
  - g) the Faculty Member's career stage, where addressed in the Unit Standard;
  - h) factors relevant to teaching which are beyond the norm and beyond the control of the Faculty Member, such as course preparation, curriculum design work, mode of delivery, level of courses, availability of teaching support, requirement to supervise teaching and laboratory assistants, the size of the class;
  - i) in Units with graduate programs, the number of graduate students supervised and/or advised by the Faculty Member, which are pre-approved by the Chair;
  - j) the number of directed reading courses and Honours supervisions by the Faculty Member, which are pre-approved by the Chair;
  - k) participation by the Faculty Member in Teaching within other Units, including interdisciplinary programs;
  - l) the legal duty to accommodate; and
  - m) the responsibilities of the Academic Unit to contribute to the University community.
- 12.10 Faculty Evaluation Policies shall provide Members with information about University resources for the development of Teaching practice, including resources available to assist in the preparation of courses using technology.
- 12.11 The Chair of a Department has the final responsibility to assign Teaching and Service related to fulfilling the operational and academic obligations of the Unit. The assignment must follow consultation with the Member and be in accordance with the Unit's Standard and this Agreement.

- 12.12 For a Member with a Joint Appointment, the Dean/Chair/Director of each of the Member's Units shall agree on the assignment of Teaching and Service. In the event of a disagreement between Chairs and/or Directors, the Member's Dean(s) shall (jointly) assign the Member's Teaching and Service.
- 12.13 During each 12-month period (except when on leave), a Research Stream Faculty Member with Tenure, Tenure-track or Research intensive Limited-Term Appointment will have one four-month period (the "research term") within which to devote themselves primarily to Research and Scholarship. During the research term the Chair will not assign the teaching of any course to the Faculty Member except in special circumstances and with the agreement of the Faculty Member and will not assign administrative duties to the Faculty Member except with the agreement of the Faculty Member or where, due to academic or administrative requirements of the Unit, the administrative duties must be performed during that term.
- 12.14 Consultation requires written notification of the Teaching and Service assignment by email at least three months in advance of the commencement of such assignments. The Chair shall consider all requests for revisions. In the case of disagreement over an assignment, the Chair and the Member will make their best efforts to resolve the disagreement informally and in a timely manner.
- 12.15 If the Chair has denied a requested revision and informal resolution cannot be reached, the Member may appeal to the Dean in writing within 5 Working days of notice of the Chair's decision, and shall include all past correspondence regarding the request. A copy shall be provided to the Chair. The Chair shall make a written response to the Dean within 5 Working days of notice of the appeal. The Dean must provide a written response within 15 Working days to the Member and the Chair. The decision of the Dean is final.
- 12.16 In the case of non-departmentalized Faculties, the procedures will be as outlined in s. 12.15 except that the Dean is replaced by the Vice-President Academic and Provost or designate.
- 12.17 The Chair normally will notify Faculty Members of the finalized Teaching assignments across the Unit at least two months in advance of the commencement of such assignments.
- 12.18 After the courses to be taught have been assigned to a Faculty Member, alterations to Teaching assignments will be made only in unusual or unanticipated circumstances and will be determined in consultation with the Faculty Member. In this case, the Faculty Member may not request revision under s. 12.14 or appeal under s. 12.15 or s. 12.16.
- 12.19 Where an assigned course is not taught due to course cancellation, the Chair may, in consultation with the Faculty Member, assign an alternate course under s. 12.18 within the next three Academic Years or assign other equivalent Teaching or Service Workload.
- 12.20 Teaching courses above the Standard for the Unit on an extra-to-load basis is limited to extraordinary circumstances or where there is a crucial need. Where the Chair requests a Faculty Member to teach a course on an extra-to-load basis, the Faculty Member may accept the extra-to-load teaching assignment, but is not compelled to do so. Where, with the approval of the Chair of the Faculty Member's Department and Dean of the Faculty Member's Faculty, a Faculty Member accepts an extra-to-load teaching assignment, the Faculty Member is paid at the extra-to-load rate. Extra-to-load teaching is only available where the Faculty Member already has a full course load.



### **Assignment of Duties: Librarians**

- 12.21 The Professional Responsibilities of a Librarian include a combination of self-directed and assigned tasks in the areas of Professional Performance, Scholarly and Professional Achievement and Service, including organizing, managing and facilitating access to library resources; providing reference, consultative, instructional and research services; collaborative partnerships with faculty; developing, organizing, and maintaining the Libraries' collections and information systems, including digital initiatives; developing and maintaining archival acquisition strategies and archival records management frameworks; managing human and financial resources and contributing to library administration. Because of variations in this work, it is understood that what constitutes a Normal Workload may vary from one library Unit to another.
- 12.22 The Professional Responsibilities of a Librarian specified in s. 12.21 will be assigned by the Librarian's supervising Librarian or the person to whom the Librarian reports after consultation with the Librarian. The assignment will be based on:
- a) the Service obligations of the University Libraries to the University;
  - b) the Standard for Librarians as determined under s. 13.15;
  - c) the Librarian's type of appointment and position description;
  - d) the Librarian's Workload balance as established by Normal Workload or any Alternative or Reduced Workload arrangement;
  - e) the Librarian's University Service;
  - f) other relevant factors, such as specialties or qualifications or the need to develop them, or projects of limited duration assigned by the supervising Librarian or University Librarian; and
  - g) the legal duty to accommodate.
- 12.23 The University Librarian will review the assignments in 13.16 to ensure there has been:
- a) a reasonable and equitable distribution of Workload for Librarians;
  - b) a transparent process of Workload allocation within the Library, with decisions being made in accordance with criteria that are communicated to Librarians;
  - c) flexibility in Workload allocation that reflects the University's obligations and the mission of the Library; and
  - d) Workload allocation that is consistent with the nature of the Librarian's appointment.
- 12.24 A Librarian and their supervising Librarian or the University Librarian, as appropriate, will meet to discuss the assignment of the Librarian's Professional Responsibilities at least once each year and will use their best efforts to resolve any concerns regarding the assignment.
- 12.25 Within 5 Working days of notice of the assignment, the Librarian may request revision to the assigned Professional Responsibilities on the basis of the factors outlined in s. 12.22. The supervising Librarian shall consider all requests for revisions and will respond within 5 Working days. If the request is denied, the supervising Librarian will provide written reasons, referring to the factors outlined in s. 12.22. If the supervising Librarian has denied the requested revision, the Librarian may appeal to the University Librarian in writing, and shall include all past

correspondence regarding the request. A copy shall be provided to the supervising Librarian. The supervising Librarian shall make a written response to the University Librarian within 5 Working days of notice of the appeal. The University Librarian shall provide a written response within 15 Working days to the Librarian and the supervising Librarian. The decision of the University Librarian is final.

- 12.26 When new Professional Responsibilities need to be assigned to a Librarian, the University Librarian will provide the members of the Appointments Advisory Committee (AAC), including the alternate member, with a written description outlining the proposed assignment, and the proposed period of time for the assignment.
- 12.27 When the period of time is proposed to be for at least one year, the University Librarian will indicate whether, with reference to s. 12.29, the assignment involves substantial responsibilities, or not.
- 12.28 With reference to s. 12.29 the members of the AAC will determine whether or not they agree with the University Librarian's determination regarding the nature of the proposed assignment. If the AAC and the University Librarian do not agree on whether the assignment is substantial or not, the AAC and the University Librarian will meet to discuss the issue and come to consensus.
- 12.29 In assessing whether an assignment involves "substantial responsibilities", consideration will be given to the Professional Responsibilities assigned to a Librarian; the impact on the organization; any change(s) in the reporting relationship(s); and whether there are significant additions to existing Professional Responsibilities.
- 12.30 When a new assignment is to be made to a Librarian for a period of at least one year, and the University Librarian and the AAC have agreed that the duties involve substantial responsibilities, the AAC will advise all Librarians of the assignment, and circulate the written description. A search will be conducted, and the provisions of Article 22 Appointment Procedures: Librarian will apply, except for the requirement to advertise.
- 12.31 When an assignment is to be made to a Librarian for a period of less than one year, or the proposed assignment is determined by the University Librarian and the AAC to be not substantial, as delineated in s. 12.29, the AAC will advise all Librarians of the assignment. Librarians will have the opportunity to self-nominate for the new assignment by submitting a one-page expression of interest directly to the University Librarian, outlining their interest in the assignment or reassignment. The University Librarian will make the decision about the successful candidate and will send an announcement to all Librarians.
- 12.32 Before any change in the reporting relationship of an individual Librarian (where Professional Responsibilities are not changed) there shall be a consultation meeting between the Librarian, the University Librarian, and the supervising Librarian(s) involved to discuss preferences and any concerns regarding the change. If no agreement regarding the reporting relationship can be reached, the Librarian shall, within 5 Working days, submit a written outline expressing their objections to the proposed change to the University Librarian and supervising Librarian. A further meeting will then be held to try to reach consensus. Following the second consultation, the Librarian shall be given at least 15 Working days notice of any decision by the University Librarian to complete the proposed change.

- 12.33 The requirement to consult will not apply when the new assignment is a requirement of law or is a result of the application of the provisions of this Agreement (other than s. 12.23, s. 12.24 and s. 22.1).
- 12.34 All discussions by members of the AAC are confidential. Members of the committee must not disclose or discuss the committee proceedings, opinions expressed during the committee proceedings, or the committee's recommendations, except as provided in this Agreement.

## **13. Standards and Workload**

### **Standards for Faculty Members in Academic Units**

- 13.1 Each Academic Unit must have a written Standard setting out expectations for Academic Responsibilities and the distribution of assigned duties of Faculty Members (hereafter, the "Standard"). The Unit must review the Standard and amend it as required, no later than March 31 following each renewal of this Agreement to ensure that the academic objectives and mandate and operational requirements of the Unit are achieved, and to ensure compliance with the renewed Agreement.
- 13.2 Each Unit will establish its own procedures for preparing and revising its Standard. The Standard and any revision must be recommended by a majority of the votes cast by those holding Regular Academic Appointments in the Unit, after which it is to be forwarded to the Dean for approval.
- 13.3 Should the Dean find that a Unit's Standard does not meet the criteria in s. 13.1, the Dean will refer it back to the Unit for revision, together with written reasons. The Dean must not withhold approval of a Unit's Standard as long as the Standard meets the criteria in s. 13.1.
- 13.3.1 Should the Standard not be ratified by Members in the Unit or not be approved by the Dean within one year of the initiation of s. 13.1 or s. 13.4, the Dean may impose a Standard that meets the criteria in s. 13.1 provided the Standard does not exceed Teaching or Service obligations in the previous Standard.
- 13.4 Either the Dean or the Unit, by majority vote, may request a review of the Standard if the Dean or the Unit is of the view that the Standard does not meet the criteria in s. 13.1. It will normally only be revised in the event of a substantive, non-transient change to those criteria. The procedures established under this Article will then be followed. Any changes to the Normal Workload will take effect the following Academic Year.
- 13.5 The Standard will describe Normal Workload and performance expectations for each component of Academic Responsibilities of Faculty Members holding Regular Academic Appointments and Limited-Term Faculty appointments. The Standard will also describe specific expectations for Members designated as Clinical under Article 21 Terms of Initial Appointment, or those whose work is community-engaged, where such work is carried on by Members of the Unit. Academic Units vary in disciplinary norms and in the nature of their contributions to the University. As such, it is understood what constitutes Normal Workload may vary from one Unit to another.
- 13.5.1 The Normal Workload within a Unit shall be consistent with the academic and operating obligations of the Unit, the Faculty and the University.
- 13.6 The Standard must address such matters as:

- a) the number of course units taught by a Faculty Member with Normal Workload in the Unit;
- b) supervision of graduate and undergraduate students;
- c) release provided to tenure-track Faculty Members;
- d) how instructional and preparation hours beyond the norm associated with distance (on-line) teaching, laboratories, tutorials, field components, large enrollment classes, course coordination of multiple-section courses and other required components are accounted for in Workload calculation;
- e) the normal Service responsibilities that may be either assigned to a Faculty Member in the Unit or to which a Faculty Member may be elected by members of the Unit.

13.8 The Standard must be provided to Members within the Unit.

### **Workload Distribution for Faculty**

13.9 A Faculty Member's Workload consists of activities undertaken in fulfillment of their Academic Responsibilities, as defined in Article 12 Academic and Professional Responsibilities and the Standard for the Academic Unit.

13.10 Subject to the provisions relating to Alternative Workload below, the Normal Workload of Research Stream Faculty Members shall reflect a balance of commitment between Teaching, Research, and Service such that the commitment to Teaching activities is roughly equal to the commitment to Research activities and that the commitment to Service is roughly half of the commitment to Teaching activities.

13.11 Subject to the provisions relating to Alternative Workload below, the Normal Workload of a Teaching Stream Faculty Member shall reflect a ratio of 70% Teaching, 10% Scholarly Activity, and 20% Service.

13.12 Calculation of Workload related to Teaching shall include any participation by a Faculty Member in programs outside their Home Unit as approved by their Chair. The Faculty Member shall notify their Chair of any change in magnitude of that work.

13.13 It is recognized that fluctuations in the Workload associated with Teaching and Service may occur from year to year based on the operational needs of the Unit. The Workload of each Faculty Member shall be equivalent to the Normal Workload identified in the Unit Standard when averaged over a maximum of five years.

13.14 Beyond the fluctuations under s. 13.13, any alternative arrangements that allow a Faculty Member's Workload to deviate substantially from the Normal Workload of the Unit must be approved under the Alternative Workload provisions below. Alternative Workload arrangements shall only alter the balance of a Member's Workload among Teaching, Research and Scholarly Activity, and Service, and shall not alter the magnitude of a Member's Workload, unless the Member has an approved Reduced Workload under the provisions for Reduced Workload.

### **Standard for Librarians**

13.15 The University Libraries must have a written Standard setting out expectations for Professional Responsibilities and distribution of assigned duties for Librarians (hereafter, the "Standard for Librarians"), and must review the Standard for Librarians, and amend it as required, no later than March 31 following each renewal of this Agreement, to ensure that the University Libraries'

service objectives and mandate are achieved, operational requirements are met, and to ensure compliance with the renewed Agreement.

- 13.15.1 The University Librarian and the Librarians will establish procedures for preparing and revising the Standard for Librarians. The Standard for Librarians and any revision must be recommended by a majority of the votes cast by full-time Librarians after which it is to be forwarded to the University Librarian for approval.
- 13.16 Should the University Librarian find the Standard for Librarians does not meet the criteria in s. 13.15, the University Librarian will refer it back to the Librarians for revision, together with written reasons. The University Librarian must not withhold approval of the Standard for Librarians as long as the Standard meets the criteria in s. 13.15.
- 13.17 Should the Standard not be ratified by Librarians and approved by the University Librarian within one year of the initiation of s. 13.15 or s. 13.18 the University Librarian may impose a Standard that meets the criteria in s. 13.15 provided the Standard for Librarians does not exceed Professional Performance or Service obligations in the previous Standard for Librarians.
- 13.18 The University Librarian or the Librarians, as represented by Faculty Association Librarians Committee, may request a review of the Standard for Librarians if the University Librarian or the Librarians are of the view that the Standard for Librarians does not meet the criteria in s. 13.15. The procedures established under s. 13.15.1 will then be followed. Any changes to the Normal Workload will take effect the following Academic Year.
- 13.18.1 Subject to s. 13.18, once the Standard for Librarians has been approved by the University Librarian, it will normally only be revised in the event of a substantive, non-transient change in relation to the Libraries ability to meet the criteria in s. 13.15.
- 13.19 The Standard for Librarians will describe Normal Workload and performance expectations for each component of Professional Responsibilities of Librarians holding Regular and Limited Term Librarian appointments across the Libraries. The ratio of Professional Responsibilities components may vary from the Standard from time to time provided that over time the aggregate contribution of each Librarian is consistent with their Normal Workload, unless otherwise altered under the provisions for Alternative Workload.
- 13.20 The Standard for Librarians must address such matters as the length of a normal work week, averaged over one year, and normal scheduling practices.
- 13.21 The Standard for Librarians may incorporate or refer to the Library Evaluation Policy that is developed under s. 25.15, but cannot conflict with it.
- 13.22 The Standard for Librarians shall be provided to Librarians in each Library Unit.

### **Librarian Workload**

- 13.23 A Librarian's Workload consists of activities taken in fulfilment of their Professional Responsibilities, as defined in the Article 12 Academic and Professional Responsibilities and in the Standard for Librarians under s. 13.15.
- 13.24 Subject to the provisions relating to Alternative Workload below, the Normal Workload of a Librarian shall reflect a ratio of 80% Professional Performance, 10% Scholarly and Professional Achievement and 10% Service.

## **Alternative Workload for Faculty and Librarians**

- 13.25 The balance of Academic or Professional Responsibilities components in the Normal Workload of a Member may be altered for a specified period under the provisions of this Article.
- 13.26 Alternative Workload arrangements shall not change the overall magnitude of a Member's Workload.
- 13.27 Any Alternative Workload arrangement must continue to reflect active involvement in each component of the Member's Academic or Professional Responsibilities. The minimum commitment to each component is 5% of Workload.
- 13.28 A Member seeking an Alternative Workload arrangement shall apply to the Dean (through the Chair or Director, if applicable) or the University Librarian (hereinafter "Dean"), as applicable, for Alternative Workload.
- 13.28.1 A Member shall apply in writing at least six months before the proposed Alternative Workload arrangement is to take effect. In unforeseen circumstances this timeline can be waived on mutual agreement of the Member and the Dean.
- 13.29 The Member's application shall state the reasons for the proposed Alternative Workload arrangements, the period for which they are to apply, the proposed duties of the Member during that period and the method of weighting any evaluation of the Member's performance based on the alternative arrangements.
- 13.30 The Dean's approval of such applications shall not be arbitrarily withheld and shall be based on the value of the arrangement to the teaching or research mission of the Unit, and the operational needs of the Unit. Any decision by the Dean not to approve the application shall be accompanied by written reasons. The Dean's approval of the application shall be contingent on agreement of the Chair or Director, if applicable.
- 13.31 A Member's Dean may initiate discussion of a possible Alternative Workload arrangement for a Member at a meeting with the Member convened for the purpose. Following such a discussion, a Member's Dean may propose (through the Chair or Director, if applicable) an Alternative Workload arrangement for the Member. Such a proposal shall be in writing, shall invite the Member to discuss its provisions, shall state that the Member's participation in any Alternative Workload agreement is voluntary, and that the Member has the right to have a representative of the Association present at any discussion of the proposal.
- 13.31.1 The Dean shall make any such proposal at least six months before the proposed Alternative Workload arrangement is to take effect. This timeline can be waived on mutual agreement of the Member and the Dean.
- 13.32 The period of Alternative Workload shall depend on the agreement entered into between the University and the Member.
- 13.33 An initial or subsequent period of Alternative Workload may run for part or all of an Academic Year, for consecutive Academic Years, or until the end of the Member's appointment.
- 13.34 An initial period of Alternative Workload may be followed by additional periods of Alternative Workload. Application for such additional period(s) of Alternative Workload must be made in writing at least six months before the beginning of any additional period. The Member's Dean

shall not arbitrarily withhold approval of such application(s). Any decision by the Dean not to approve the application shall be accompanied by written reasons. The Dean's approval of the application shall be contingent on agreement of the Chair or Director, if applicable.

- 13.35 The Workload of a Member who is a Department Chair or Director of a School or a Director of a Research Centre shall be adjusted at the time of the administrative appointment to express the proportion of Service in the Workload. The provisions of this Article shall be used for this adjustment.
- 13.36 If the Member and Dean (and Chair or Director, if applicable) agree on the provisions of the proposed Alternative Workload, these provisions shall be confirmed in writing and signed by the Member and Dean (and Chair or Director, if applicable). The provisions shall include the period of the Alternative Workload arrangement, duties during the period of Alternative Workload, and the ratio of components of the Member's Academic or Professional Responsibilities.
- 13.37 The Dean shall forward any Alternative Workload agreement to the Vice-President Academic and Provost or designate for final approval on behalf of the University. The Vice-President Academic and Provost shall not arbitrarily withhold such approval. Any decision by the Vice-President Academic and Provost not to approve the proposal shall be accompanied by written reasons.
- 13.38 A copy of the approved proposal shall be placed in the Member's Official File and sent to the Member involved and to the Association.
- 13.39 Members on Alternative Workload shall be eligible for consideration for Reappointment, Continuing Appointment, Promotion and Tenure.
- 13.40 Requests for amendments to the Alternative Workload arrangements shall follow the foregoing procedures.

### **Reduced Workload**

- 13.41 A Reduced Workload is one in which the Workload of a Full-Time Member is reduced from one FTE to less than one FTE on a regular basis, either temporarily or permanently. Reduced Workload shall not be less than 50% of Normal Workload.
- 13.42 Notwithstanding the provisions regarding Alternative Workload, the ratio of components in a Member's Workload may be altered by a Reduced Workload. However, no component of Academic or Professional Responsibilities may be excluded. The minimum commitment to each component is 5% of Workload.
- 13.43 A Member may apply to the Dean (through the Chair, if applicable) or University Librarian (hereafter "Dean") for Reduced Workload. The Dean shall not arbitrarily withhold approval. The Dean shall consider the reasons for the request, the benefit to the Unit and the operational needs of the Unit. Any decision by the Dean not to approve the application shall be accompanied by written reasons. The Dean's approval of the application shall be contingent on agreement of the Chair or Director, if applicable.
- 13.44 Members shall apply in writing at least six months before any Reduced Workload is to take effect. Application made less than six months before the proposed change will be considered only in cases of unforeseen circumstances.
- 13.45 A Member's Dean may initiate discussion of a possible Reduced Workload for a Member at a meeting with the Member convened for the purpose. Following such a discussion, a Member's

Dean may propose (through the Chair or Director, if applicable) a Reduced Workload. Such a proposal shall be in writing, shall invite the Member to discuss its provisions, shall state that the Member's participation in any Reduced Workload is voluntary, and shall state that the Member has the right to have a representative of the Association present at any discussion of the proposal. Such a proposal shall be made at least six months before the proposed Reduced Workload is to take effect. Such requests made less than six months before the proposed change will be considered only in cases of unforeseen circumstances.

- 13.46 If the Member and Dean (and Chair or Director, if applicable) agree on the provisions of the proposed Reduced Workload those provisions shall be confirmed in writing and signed by the Member, Chair or Director (where applicable) and Dean. The agreement shall specify the period of the Reduced Workload, the proportion of Reduced Workload to Full-Time Workload, duties during the period of Reduced Workload, timing of duties, extensions to the period for any reappointment or promotion if any, provisions for alterations to evaluation processes during and after the period of Reduced Workload and the level of salary and benefits during the period of Reduced Workload including during any Study Leave.
- 13.47 An initial or subsequent period of Reduced Workload normally will be for a period of one to three years. A Reduced Workload that extends until the end of the Member's appointment carries with it no entitlement for reinstatement to Normal Workload.
- 13.48 An initial period of Reduced Workload may be followed by additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in accord with the provisions of this Article and must be made in writing at least six months in advance. Approval of such applications(s) shall not be arbitrarily withheld, and any decision not to approve the application shall be accompanied by written reasons.
- 13.49 The signed agreement produced in accord with the provisions of s. 13.46 shall be forwarded to the Vice-President Academic and Provost or designate for final approval on behalf of the University. Such approval shall not be arbitrarily withheld and any decision by the University not to approve the proposal shall be accompanied by written reasons. A copy of the approved agreement shall be sent to the Member, the Dean and the Chair or Director if applicable. A copy of each approved proposal shall be sent to the Association.
- 13.50 Notwithstanding the provisions of Article 31 *Stopping the Clock*, in the case of Members with eligibility for Tenure or Continuing Appointment, if a reduction of 50% has occurred for two years or longer, the period for Reappointment, Continuing Appointment, Tenure or Promotion shall be extended by one year. It is the responsibility of the Member to request such an extension through the Chair or Director (if applicable) and the Dean no later than the beginning of the second year of 50% Reduced Workload.
- 13.51 The amounts of any salary adjustments shall occur pro-rata according to the FTE value of the Reduced Workload. Any percentage increases in salary shall be applied as a percentage of the Member's pro-rated salary. For those whose reduced appointments are for a fixed term, a nominal full-time base salary rate will be recorded annually.
- 13.52 Provided that the Reduced Workload is at least 50% of Full-Time Workload, eligibility for and participation in all group insurance plans shall continue, subject to benefit plan amendments, as if the Member had Normal Workload, except that coverage for wage impacted benefits shall be on a pro rata basis.



- 13.53 Salary during Sick Leave will be based on actual salary at the time of the commencement of Sick Leave.
- 13.54 For Study Leave, the qualifying periods for Faculty Members on Reduced Workload are the same as for Faculty Members with Normal Workloads. Salary during the Study Leave will be prorated in accordance with the percentage of full-time service during the qualifying period.
- 13.55 Members on Reduced Workload shall be eligible for consideration for Reappointment, Continuing Appointment, Promotion and Tenure.
- 13.56 Requests for amendments to the Reduced Workload shall follow the foregoing procedures. A request to terminate a Reduced Workload agreement early will be approved only if there are no negative operational impacts.

## **14. Academic Freedom**

- 14.1 In a democratic society, academic freedom in teaching, scholarship, and research is a fundamental value that is essential to the common good. The search for knowledge and the free expression of it are inherent rights that both Parties will protect vigilantly. Academic freedom is the freedom to conduct research, examine, question, teach and learn, and it involves the right to investigate, speculate and comment, as well as the right to criticize and challenge the University, the Association and society at large.
- 14.2 The Parties agree that they will not infringe on or abridge the academic freedom of any Member. Members have the right, regardless of prescribed doctrine, to be free from the threat of institutional reprisals and arbitrary constraint, and without regard to outside influence, to pursue their academic interests and activities, to conduct research and publish the results thereof, to engage in teaching and discussion, to pursue creative activity, and to select, acquire, disseminate, or otherwise use all forms of documentary materials in the exercise of their professional responsibilities.
- 14.3 Except as otherwise specified in this Agreement, Members will not be hindered in any way by the University or the Association in the exercise of their legal rights, including but not limited to the exercise of their freedom of thought, belief, opinion or expression, nor will they suffer any institutional reprisals because they choose to exercise such rights. A Member must not purport to represent or speak on behalf of the University except to the extent that the Member has been authorized by the University. This does not limit Members in expressing their own academic or professional opinions.
- 14.4 Access to information is fundamental to the free pursuit of knowledge. The Parties recognize and agree that subject to the laws of Canada and the Province of British Columbia:
- 14.4.1 The collection, organization, and dissemination of knowledge must proceed fairly without censorship based on moral, religious, commercial, political or other grounds;
- 14.4.2 Members have the right to collect, organize, disseminate and use any information, knowledge and creative works without censorship; and
- 14.4.3 The development of the University Libraries' collections will proceed without censorship.

- 14.5 In exercising academic freedom, Members must act in a responsible manner and respect the academic freedom and rights of other members of the University community.

## **15. Intellectual Property and Scholarly Integrity**

- 15.1 The University *Policy on Intellectual Property* (GV0215), appended as Appendix B to this Agreement, sets out rights and responsibilities of Members in the creation and commercialization of knowledge and dispute resolution processes where policy or commercial contract breaches are alleged. This policy is subject to approval by the Association under s. 8.4 a) of this Agreement.
- 15.2 The University *Policy on Scholarly Integrity* (AC1105(B)) appended as Appendix D to this Agreement, sets out principles and expectations regarding scholarly integrity and processes for the determination of allegations of policy breach. This policy is subject to approval by the Association under s. 8.4 c) of this Agreement.

## **16. Equity and Inclusion**

- 16.1 The University and the Association are committed to ensuring equal opportunities for Members and to ensuring that no systemic discrimination or unnecessary barriers (including discriminatory or hostile environments) to the full participation of Members exist or arise. Together, the Parties are also committed to the recruitment of a diverse workforce and to the identification and removal of discriminatory barriers in all processes related to the selection, hiring, promotion and training of Faculty Members and Librarians in equity seeking groups.
- 16.2 There will be no discrimination, interference, restriction or coercion exercised or practiced regarding any term or condition of employment, including but not limited to:
- 16.2.1 salary, rank, appointment, promotion, tenure, termination of employment, lay-off, study leave, other leaves or benefits, by reason of age (except as provided in s. 16.3), race, colour, ancestry, place of origin, citizenship, political affiliation or belief, religion or spiritual belief, creed, marital status, family status, physical or mental ability (provided that such condition can be accommodated as required by law), language (except where the lack of language competence would impede the effective carrying out of duties), sex, sexual orientation, gender identity or expression, physical attributes, conviction of a criminal or summary conviction offence that is unrelated to the Member's employment, investigation by the Member's professional association into behaviour unrelated to the Member's employment, place of residence (provided that the place of residence does not impede the carrying out of any part of the Member's assigned duties), membership or participation in the Association, or any other prohibited ground of discrimination that is stipulated in the British Columbia Human Rights Code.
- 16.3 Notwithstanding the above, s. 16.2 does not apply to:
- a) any personnel benefits that have been mutually accepted by the Parties or which make actuarial distinctions on the basis of age; or

- b) appointments or accommodations made under an employment equity program including, but not limited to, preferential or limited hires under the *BC Human Rights Code*; or
- c) a refusal, limitation, specification or preference by the University based on a bona fide occupational requirement; or
- d) a decision which, by law, must be made on the basis of a characteristic listed in s. 16.2.1.

## **17. Discrimination, Harassment and Sexualized Violence**

- 17.1 The Association and the University recognize the right of Members to work in an environment free from discrimination and harassment, including sexualized violence. The Parties also recognize the obligation of each Member to not engage in conduct proscribed by the University' *Discrimination and Harassment Policy and Procedures (GV0205)* and *Sexualized Violence Prevention and Response Policy (GV0245)*.
- 17.2 The University's *Discrimination and Harassment Policy and Procedures (GV0205)* and *Sexualized Violence Prevention and Response Policy (GV0245)* apply to and are accessible to all Members. Nothing in these policies bars Members from claiming their rights available at law.
- 17.3 All Members may access the support and advice or informal or formal complaint processes offered by the office of Equity and Human Rights.
  - 17.3.1 The office of Equity and Human Rights will inform a Member that Association representation is available to assist them.
  - 17.3.2 Where a Member chooses to submit a formal complaint under one of these policies, the office of Equity and Human Rights will notify the Association of the complaint in confidence.
  - 17.3.3 Where a Member is a respondent to a complaint under these policies or under another collective agreement beyond the informal stage, the Association will be advised in confidence of the existence of a complaint affecting the respondent, and the respondent will be referred to the Association for representation throughout any proceedings.
  - 17.3.4 Nothing precludes the Association's right to file a grievance based on any outcomes that result from the procedures outlined in this Article.

## **18. Member's Official Files**

### **Official Performance File**

- 18.1 Where the performance of a Member is being evaluated for the purpose of Reappointment, Tenure, Promotion, removal of probationary status (Librarian), or salary, the only documents and information that may be considered are documents or information that are contained or deemed by this Article to be contained in the Member's Official Performance File, documents or information submitted by the Member, and as otherwise provided for in this Agreement.

- 18.2 A Member's Official Performance File will be kept and maintained: in the case of a Faculty Member, in the office of the Chair of the Member's Department; and in the case of a Librarian, in the office of the University Librarian.
- 18.3 The Official Performance File of a Member must contain only documents and information that pertain to the evaluation of the Member for the purpose of Reappointment, Tenure, Promotion, removal of probationary status (Librarian), or salary. Examples of information that pertains to evaluation for these purposes include:
- a) the Member's curriculum vitae;
  - b) recommendations with regard to of Reappointment, Tenure, Promotion of a Faculty Member made by a Unit committee, the University Academic Appointments Committee, Appointments Committee, Dean or the President of the University including all documents specified in the list of documents provided to the candidate with the committee recommendation;
  - c) recommendations with regard to promotion of a Librarian made by the University Libraries Advisory Committee on Ranks and Promotions (ACRP) or by the University Librarian;
  - d) recommendations for salary adjustments by a Chair, Director, Dean, University Librarian or the Vice-President Academic and Provost, including decisions by the Vice-President Academic and Provost with regard to a Member's request for a salary review;
  - e) an evaluation of a Librarian;
  - f) an Annual Review of a Faculty Member and any response to it;
  - g) reports with regard to the Member by a body appointed under the *Discrimination and Harassment Policy and Procedures (GV0205)* and *Sexualized Violence Prevention and Response Policy (GV0245)*; the Policy on Scholarly Integrity; or any other University policy.
- 18.4 A Member's Official Performance File will be deemed to include any publications of the Member that are referred to in the Member's curriculum vitae, without the need to physically include a copy in the Official Performance File, and a Faculty Member's teaching dossier.
- 18.5 Each document and other forms of information contained in the Official Performance File will identify the author or creator of the document or information except where a summary is authorized by s. 18.11.
- 18.6 A Member's Official Performance File will not include anonymous letters, documents or information, except those specified in s. 25.22 – s. 25.25, whose authors or creators are not identified; records of disciplinary action; letters, documents or information with regard to any complaint that, after investigation, and any hearing or appeal, has been resolved in favour of the Member; or letters, documents or information with regard to any complaint that has been determined not to require investigation or has not been investigated.
- 18.7 At the conclusion of any consideration of the Member for Reappointment, Continuing Appointment, Promotion, Tenure, or removal of probationary status of a Librarian, any documents created specifically for or as a result of that process, such as letters of reference and reports of committees, will be removed from the Member's Official Performance File and retained in accordance with the Unit's policy in the Personnel File in the Unit. Nothing in this section precludes a Member from including in their Official Performance File, on any subsequent

consideration, any of these documents. The final recommendation will be retained in the Official Performance File.

### **Personnel File**

- 18.8 All documents related to the Member's employment status or performance that are not included in the Official Performance File, and that are retained by the University administration, regardless of their location, will be deemed to constitute the Member's Personnel File. Any record of disciplinary action taken under Article 46 Discipline will be removed in accordance with s. 46.4. The information contained in these files will not be used in the evaluation of a Member, except as specified in s. 46.7 for the purpose of Reappointment, Tenure, Promotion, removal of probationary status (Librarian), or salary adjustment. A Member's Personnel File will not include anonymous letters or un-attributed documentation.
- 18.9 Any material relating to the application of s. 46.4 will be removed from the Personnel File in accordance with that Section.

### **Access to Official Performance and Personnel Files**

- 18.10 Members have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of their Official Performance File and Personnel File referred to in this Article except for confidential letters of reference and confidential interview reports.
- 18.11 With regard to confidential letters of reference and confidential interview reports, the Member is entitled either to a copy of the body of the letter with the letterhead and the signature of the writer removed or, if the writer could still be identified, a summary of the letter prepared in a manner that is unlikely to disclose the identity of the author.
- 18.12 A Member making a request to examine their Official Performance File and Personnel File must produce identification, if requested, that is satisfactory to the custodian of the file and the examination will be carried out in the presence of the custodian.
- 18.13 A Member may not remove any of the contents when inspecting their Official Performance File or Personnel File.
- 18.14 A Member has the right, on written request, to obtain a copy of any document in their Official Performance File or Personnel File subject to s. 18.11. Such copies will be provided free of charge.
- 18.15 A Member's Official Performance File is confidential to the Chair of the Member's Department, Dean of the Member's Faculty, University Librarian in the case of a Librarian, Associate Vice-President Faculty Relations and Academic Administration, Associate Vice-President Academic Planning, Vice-President Academic and Provost, President, and their respective administrative and secretarial staff.
- 18.16 A Member's Personnel File is confidential to staff members in the Department of Human Resources, and the relevant University administrators listed in s. 18.15.
- 18.17 The Member's Official Performance File and Personnel File referred to in this Article are not open to other persons except with the written permission of the Member.

### **Member's Challenge of Documents**

- 18.18 A Member may challenge the inclusion or exclusion of documents in either of the Member's official files referred to in this Article. The Member has the right to include in their official files a statement commenting on the accuracy of any documents in the file. The Chair, Dean and the

University Librarian have the responsibility and authority to remove documents. For any portion of the Member's Personnel File kept in the Department of Human Resources, the Associate Vice-President Human Resources has the responsibility and authority to remove documents; for any portion of the Member's Personnel File kept in the office of the Vice-President Academic and Provost, the Associate Vice-President Faculty Relations and Academic Administration has the responsibility and authority to remove documents.

## **19. Legal Representation and Indemnity**

- 19.1 Members performing their normal responsibilities in good faith and within the scope of their employment or other authorized employment responsibilities will be defended and indemnified by the University against legal actions brought by third parties in accordance with this Article. Such legal actions may concern bodily injury, personal injury (e.g. libel or slander), damage to the property of others or by error or omission causing financial loss to the third party. Such defence and indemnification will be provided even if there is error or negligence by the Member. The University will not defend or indemnify Members against legal actions arising from outside professional activities not expressly sanctioned and approved by the University.
- 19.2 The University may choose not to defend and/or indemnify a Member who has not acted in good faith, such as where the Member has inflicted intentional or willful injury to others or damage to property; or committed acts of fraud, dishonesty, criminal activity, harassment, sexual harassment, or discrimination on a ground that is prohibited under the British Columbia *Human Rights Code*.
- 19.3 To support the financial cost of defending legal actions and paying settlements, the University maintains on behalf of itself, its officers, employees, volunteers and certain other named insureds, Comprehensive General Liability, Errors and Omissions and other insurance policies. These policies contain certain exclusions requiring the University to carry the risk itself of certain exposures such as contract liability, wrongful dismissal, or pollution (other than sudden and accidental). Where the insurer will defend and indemnify, the insurer must be in agreement on the selection of legal counsel, the terms of any settlement and other such issues during the course of proceedings. Similarly, in consideration for such defence and indemnification, the University and/or its insurer shall be permitted by the Member to reduce contributions to defence and indemnity settlements by calling on other insurers who have insured the same risk to contribute and/or provide reimbursement from other wrongdoers by way of exercising legal rights to subrogation.

### **Indemnity**

- 19.4 To clarify the agreement of the University to indemnify Members, the University agrees to indemnify Members with regard to a judgment or settlement in a legal proceeding in which the Member is named as a defendant or respondent where:
- a) the Member was authorized to act on behalf of the University with regard to the subject matter of the proceedings;
  - b) the subject matter of the proceeding relates to performance in good faith of the Member's duties and responsibilities within the scope of the Member's employment with the University;
- or

- c) the proceeding is under a federal or provincial statute where the Member may be liable for a monetary administrative penalty or award with regard to the performance in good faith of the Member's normal duties and responsibilities within the scope of the Member's employment with the University; and
  - d) the Member fully cooperates and provides information and assistance in the investigation and other required activity necessary to resolve or defend the claim.
- 19.5 The agreement to indemnify under s. 19.4 prevails notwithstanding that the form of the proceeding may take the form of a prosecution that would otherwise be excluded from indemnification under s. 19.2 and that portion of s. 19.6 that refers to conduct by the Member that constitutes an offence under the laws of Canada or British Columbia.
- 19.6 For further clarity, the University's agreement to indemnify Members does not extend to or include intentional or wilful damage to property caused by a Member; intentional or wilful injury to persons caused by a Member; acts of fraud or dishonesty by the Member; harassment or sexual harassment by the Member; discrimination on a ground that is prohibited under the British Columbia *Human Rights Code*; or conduct by the Member that constitutes an offence under the laws of Canada or British Columbia.
- 19.7 Before any obligation by the University to indemnify a Member arises, the Member must give timely notice of the claim to the University. Immediately after the University receives notice of the claim, the University must be given the opportunity to assume carriage of the defence of the claim; and in the case of an out of court settlement of the claim, the University must approve the settlement. Notwithstanding any other provision in this Article, the University may elect not to indemnify a Member where the Member fails to give timely notice of the claim such that it prejudices the position of the University or the Member in responding to the claim.

## Part 4: Appointment

### 20. Appointments

#### Appointment Classification

- 20.1 Research Stream faculty appointments with eligibility for Tenure or eligibility for Grant-Tenure may be made at any of the following academic ranks:
- a) Lecturer, in accordance with the provisions of s. 21.19 – s. 21.25;
  - b) Assistant Professor;
  - c) Associate Professor; and
  - d) Professor.
- 20.2 Research Stream faculty appointments with Tenure or Grant-Tenure may be made at any of the following academic:
- a) Associate Professor;
  - b) Professor.

20.3 Teaching Stream faculty appointments, either initial or with Continuing Appointment, may be made at any of the following academic ranks:

- a) Assistant Teaching Professor;
- b) Associate Teaching Professor.

20.4 Teaching Stream faculty appointments, with Tenure or Grant-Tenure, or with eligibility for Tenure or Grant-Tenure, may be made at the rank of Teaching Professor.

### **Limited-Term Faculty Appointments**

20.5 Because it is in their mutual interest, the Parties agree that appointments at the rank of Assistant Professor, Associate Professor, Professor and Teaching Professor normally will be made with Tenure or with eligibility for Tenure and appointments as an Assistant Teaching Professor or Associate Teaching Professor with a normal expectation of Reappointment as set out in s. 21.10 or s. 21.13. Nevertheless, the Parties recognize that occasionally it will be in the interest of the University to appoint a person at one of these ranks where a person's skill or experience are required only for a limited period of time.

20.6 A Limited-Term appointment may be made under this Agreement at the rank of Assistant Professor, Associate Professor or Professor:

- a) to replace a person who is on leave or who has been appointed to an administrative appointment at the University;
- b) for a term exceeding one year, but not exceeding five years, with one or more renewals such that the length of the initial appointment and any renewals will not exceed, in the aggregate, seven years; or
- c) when the funds from which the holder of the appointment will be paid are non-recurring and from sources external to the University.

20.7 A Limited-Term appointment may be made at the rank of Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor:

- a) under circumstances described in s. 20.5 or s. 20.6 or where there is a need for the temporary employment of an Assistant or Associate Teaching Professor or Teaching Professor; and
- b) for a term exceeding one year, but not exceeding two years with one or more renewals such that the length of the initial appointment and any subsequent renewals will not exceed, in the aggregate, five years.

20.8 A Limited-Term faculty appointment is without Tenure or eligibility for Tenure.

20.9 At the request of the Association, the University will provide a report to the Association with regard to the Limited-Term faculty appointments exceeding one year of duration made in the Academic Year preceding the date of the request. The report will include:

- a) the term of each appointment;
- b) the rank and FTE of each appointment; and
- c) the Academic Unit(s) in which each appointment was made.



20.10 Only Limited Term appointments exceeding one year in duration initially or through renewal, are subject to this Agreement.

20.11 Where a Limited Term appointment is externally funded, the provisions of s. 20.20 and s. 20.21 of this Article apply.

### **Librarian**

20.12 An appointment as a Librarian is either a Regular Librarian Appointment, Limited-Term appointment or an appointment as Hourly Librarian.

20.13 A Regular Librarian Appointment is either probationary or confirmed.

20.13.1 Initially, a Regular Librarian Appointment normally has probationary status that continues for the period specified in the notice of appointment. A probationary Regular Librarian appointment does not guarantee continuation of employment; however, successful completion of a probationary period will result in a confirmed Regular Librarian Appointment.

20.13.2 A confirmed Regular Librarian Appointment will carry the expectation of continuation of employment until retirement.

20.14 A Limited-Term Librarian appointment is for a fixed term without any expectation or right of reappointment. A Limited-Term Librarian may only be reappointed in accordance with s. 27.20.

20.15 An appointment is full-time but Workload may be reduced under Article 13 Standards and Workload. An appointment may be posted and offered on a Reduced Workload basis.

### **Joint Appointments**

20.16 A person may be jointly appointed in two or more Academic Units, regardless of appointment type.

20.17 A joint appointment may be made at the time of a person's initial appointment or later. The notice of appointment of a Member holding a joint appointment will specify the allocation of the Member's Academic Responsibilities as between Academic Units, the relevant criteria for assessment, including evaluation ratios and the Unit that has the responsibility for matters relating to Reappointment, Continuing Appointment, Tenure, Promotion and salary adjustments (Home Unit).

20.18 In any assessment by the Home Unit, the chair of the relevant evaluation committee shall consult with the Chair of any other Unit in which the appointment is jointly held, for detailed written feedback on the appointee's success in meeting applicable assessment criteria.

### **Grant-Tenure**

20.19 Any Faculty Member appointed with Grant-Tenure or with eligibility for Grant-Tenure will be subject to the same terms and conditions of this Agreement as apply to Faculty Members appointed with Tenure or eligibility for Tenure, except as provided in this Article.

20.20 Where the external funds paying the salary of the Faculty Member appointed with Grant -Tenure or with eligibility for Grant-Tenure can no longer fund that portion of the salary obligation to the Faculty Member (more than 50% of the Faculty Member's salary), the Faculty Member's appointment will terminate after the provision of appropriate notice in accordance with s. 20.22 and the University will have no obligation to continue that appointment after that date.

20.21 Except as provided in this Article, all provisions relating to the appointment, evaluation, Tenure or Promotion of Tenured Faculty Members or Faculty Members with eligibility for Tenure apply to the appointment, evaluation, Grant-Tenure or Promotion of Grant-Tenured Faculty Members or Faculty Members with eligibility for Grant-Tenure, with the necessary amendments.

20.22 A Member whose appointment must be terminated in accordance with s. 20.20 will be notified by the University of the date of termination as soon as the University receives notice that the funding will not be renewed and determines that it cannot be replaced. Where the funding agreement permits funding to be used to provide for a period of notice or salary in lieu of notice, the Member will be entitled to that period of notice or salary in lieu thereof. The letter of offer will describe what provisions are made for notice in the event of termination under s. 20.21.

### **Faculty-Level Appointments in Departmentalized Faculties**

20.23 When a departmentalized Faculty seeks to appoint an individual and the Department to which this appointee will be assigned has not yet been identified, the appointment may be made to the Faculty. Once the Department is identified, the individual must be appointed according to the appointment procedures of that Department.

### **Open Competition for Initial Appointments**

20.24 There must be an open competition prior to making any of the appointments listed in s. 20.1 – s. 20.7 and s. 20.12 – s. 20.13.

20.25 An open competition is not required prior to the appointment of:

- a) NSERC Industrial Chairs;
- b) Canada Research Chairs;
- c) other externally funded or endowed positions where an open competition would be inconsistent with the terms of the position;
- d) chairs, professorships and fellowships awarded to faculty with existing UVic academic appointments; or
- e) Limited Term faculty appointments of one year or less which are extended beyond one year.

20.26 An open competition is not required prior to the appointment of a candidate when a Department or the Libraries demonstrates that exceptional circumstances exist where it is in the interest of the University to waive the requirement of an open competition and the request for a waiver is approved by each of the Dean, or the University Librarian, the Vice-President Academic and Provost and, where the appointment is to a Unit which makes appointments through an advisory committee, the majority of the Appointments Committee of the Unit, who are satisfied that exceptional circumstances exist. In such cases, the candidate must be considered for an appointment in accordance with the appointment procedures of the Unit.

20.27 An open competition requires:

- a) publicizing the availability of a position in a manner that it will likely come to the attention of qualified candidates; and
- b) interviewing a short-list of qualified candidates.

20.28 The minimum requirements for publicizing the availability of a position are that:

- a) the position be posted on a University website; and
- b) subject to budgetary limitations and advertising copy deadlines, the position be advertised in print or electronic format in two or more of the following media:
  - i) University Affairs;
  - ii) CAUT Bulletin;
  - iii) a professional journal specific to the discipline that advertises academic employment opportunities;
  - iv) a newspaper with circulation in the geographic area(s) where potential qualified candidates likely reside; and
  - v) relevant computer listservs or external websites.

20.29 Notwithstanding s. 20.24, the University may designate a recruitment as “limited” or “preferred”, as authorized under s. 42 of the *BC Human Rights Code*.

## **21. Terms of Initial Appointment**

### **Assistant Professor**

- 21.1 An initial appointment at the rank of Assistant Professor is made without Tenure and carries eligibility for Tenure.
- 21.2 An initial appointment at the rank of Assistant Professor is for a term of three years.
- 21.3 Appointment at the rank of Assistant Professor normally requires:
  - a) an earned doctoral degree, the standard academic credential for the discipline, or evidence of appropriate professional achievement; and
  - b) evidence of a potential for effective teaching.

### **Associate Professor**

- 21.4 An initial appointment at the rank of Associate Professor may be made with Tenure or with eligibility for Tenure.
- 21.5 An initial appointment at the rank of Associate Professor with eligibility for Tenure is for a term of four years.
- 21.6 Appointment at the rank of Associate Professor normally requires the following qualifications:
  - a) an earned doctoral degree, the standard academic credential for the discipline, or evidence of appropriate professional achievement;
  - b) evidence of effective teaching; and
  - c) a record of substantial scholarly, professional or creative achievement within the candidate’s discipline.

## **Professor**

- 21.7 An initial appointment at the rank of Professor may be made with Tenure or with eligibility for Tenure.
- 21.8 An initial appointment at the rank of Professor with eligibility for Tenure is for a term of four years.
- 21.9 Appointment at the rank of Professor normally requires the following qualifications:
- a) an earned doctoral degree, the standard academic credential for the discipline, or evidence of appropriate professional achievement;
  - b) evidence of effective teaching; and
  - c) achievement in scholarly, professional or creative endeavours that has been recognized at a national or international level.

## **Assistant Teaching Professor**

- 21.10 Appointment at the rank of Assistant Teaching Professor is without Continuing Appointment. Where an Assistant Teaching Professor meets the performance standard specified in s. 27.7, there is a normal expectation of Reappointment.
- 21.11 An initial appointment at the rank of Assistant Teaching Professor is for a term of three years.
- 21.12 Appointment at the rank of Assistant Teaching Professor normally requires:
- a) a Master's degree or higher qualification, or appropriate professional achievement in the candidate's discipline; and
  - b) substantial teaching experience at a university or college.

## **Associate Teaching Professor**

- 21.13 Appointment at the rank of Associate Teaching Professor is without Continuing Appointment. Where an Associate Teaching Professor meets the performance standard specified in s. 27.14, there is a normal expectation of Reappointment.
- 21.14 An initial appointment at the rank of Associate Teaching Professor is for a term of four years.
- 21.15 Appointment at the rank of Associate Teaching Professor normally requires:
- a) a Master's degree or higher qualification, or appropriate professional achievement in the candidate's discipline; and
  - b) at least seven years teaching at a university or college, in a full-time equivalent role or reasonably comparable experience.

## **Teaching Professor**

- 21.16 Appointment at the rank of Teaching Professor may be made with Tenure or with eligibility for Tenure.
- 21.17 An initial appointment at the rank of Teaching Professor with eligibility for Tenure is for a term of four years.

21.18 Appointment at the rank of Teaching Professor normally requires:

- a) a Master's degree or higher qualification, or appropriate professional achievement in the candidate's discipline;
- b) a record of outstanding achievement in teaching; and
- c) scholarship related to teaching that has attained national or international recognition.

**Lecturer**

21.19 Where the recommended candidate for an appointment to a Tenure-track position as an Assistant Professor does not have the academic credential that is usually required for such an appointment but the candidate is enrolled in a program leading to that academic credential, the candidate may be appointed as Lecturer.

21.20 An appointment at the rank of Lecturer is without Tenure.

21.21 An appointment as Lecturer is for a term of two years and carries no expectation or right of Reappointment.

21.22 The Faculty Member's rank will be revised to be an Assistant Professor with eligibility for Tenure where, prior to the expiration of the Faculty Member's appointment as a Lecturer:

- a) the Faculty Member obtains the academic credential specified in the Faculty Member's appointment as a Lecturer, and
- b) the Faculty Member's teaching has been evaluated by the Chair as meeting or exceeding the standards of the Unit in which the appointment has been made.

21.23 Where the prerequisites set out in s. 21.22 are satisfied on or before September 1, an appointment as an Assistant Professor will be made retroactive to the preceding July 1.

21.24 Where the prerequisites set out in s. 21.22 are satisfied after September 1, the appointment as an Assistant Professor becomes effective on the following July 1. If the Faculty Member's salary at the time the prerequisites are satisfied is less than the floor of the Assistant Professor rank, the Faculty Member's salary will be raised to the floor of the Assistant Professor rank effective on the first day of the month following satisfaction of the prerequisites.

21.25 Where a Faculty Member's appointment rank is revised under this Section, the length of the person's appointment as a Lecturer will not be included in determining when the person must be considered for Tenure.

21.26 Notwithstanding any other provision in this Article, where the effective date of an initial appointment is after September 1, the period of the appointment specified herein will commence on the following July 1.

21.27 At initial appointment a Member at any rank may be designated as "Clinical", where the Member is regularly engaging in Teaching, Research or Scholarly Activity, or Service in a Clinical setting. Members designated as Clinical will be evaluated based on criteria that are specific to work in a Clinical setting as set out in their Standard.

## **Librarian**

21.28 An appointment as a Librarian is either as a Regular Librarian, or a Limited-Term Librarian, or an Hourly Librarian.

21.29 A Regular Librarian Appointment is either probationary or confirmed.

21.29.1 Initially, a Regular Librarian Appointment normally has probationary status that continues for the period specified in the notice of appointment. A probationary Regular Librarian Appointment does not guarantee continuation of employment; however, successful completion of a probationary period will result in a confirmed Regular Librarian Appointment.

21.29.2 A confirmed Regular Librarian Appointment will carry the expectation of continuation of employment until resignation or retirement.

21.30 A Limited-Term Librarian appointment is for a fixed term without any expectation or right of Reappointment. A Limited-Term Librarian may only be reappointed in accordance with s. 27.20.

## **Librarian Ranks**

21.31 A Librarian may be appointed at any of the following ranks:

- a) Librarian I;
- b) Librarian II;
- c) Librarian III;
- d) Librarian IV.

21.32 Consideration will be given to years of experience in determining rank at the time of initial appointment.

21.33 Appointment at the rank of Librarian I requires an undergraduate degree from a university of recognized standing; and

- a) a Master's degree from an accredited school of library science, or
- b) a relevant professional degree directly applicable to the area of scholarship for which the librarian is responsible, or
- c) a Master's or higher degree in another discipline with expertise and excellence in professional practice relevant to the position (or the equivalent combination of education and experience in archival science in the case of an Archivist).

21.33.1 In the case of 21.33 b) and c), the candidate must show potential for professional growth and development and shall agree to complete a MLS degree from an accredited school of library science before the end of their probationary period.

21.34 Appointment at the rank of Librarian II requires:

- a) qualifications of a Librarian I, including a completed MLS as specified in s. 21.33;
- b) demonstrated professional competence through successful performance of assigned responsibilities; and

c) evidence of professional growth and development.

21.35 Appointment at the rank of Librarian III requires:

- a) qualifications of a Librarian II; and
- b) a record of full professional competence and significant achievement in librarianship including evidence of sound independent judgment, creativity and demonstrated ability in an area of library service or library administration.

21.36 Appointment at the rank of Librarian IV requires:

- a) qualifications of a Librarian III;
- b) a record of consistently excellent performance over a substantial period of time;
- c) a record of significant and sustained contribution to a university library or similar institution and to the profession; and
- d) evidence of the ability to perform independently at a senior level of librarianship.

## **22. Appointment Procedures: Librarians**

### **Consultation**

- 22.1 When there is a proposal by the University Librarian to create a new Librarian position, or to fill a Librarian position vacant due to resignation or retirement, the University Librarian will meet with the members of the Appointments Advisory Committee (AAC) to discuss the proposal. The members of the AAC will circulate the draft position description to all Librarians and solicit their views. The AAC will forward the University Librarian a summary of views received, and may include written recommendations regarding the proposal. In making the final decision, the University Librarian will give the recommendations good faith consideration.
- 22.2 Once approval has been received from the Vice-President Academic and Provost to go forward with a position, the AAC will review the final, approved written position description and circulate it to all Librarians. When the AAC strikes a search committee, the final approved written position description will be used to develop criteria for the search.

### **Establishment of Committee**

- 22.3 The Libraries must, by February 28 of each year, hold an election, by secret ballot and majority vote of all Librarians with Regular Librarian or Limited-Term appointment voting, to select the regular and alternate members of an AAC to serve for staggered two-year terms beginning April 1. Librarians in excluded positions are not eligible to vote. Librarians in excluded positions or those holding Limited-Term Appointments are not eligible to be elected to the AAC.

### **Structure of Committee**

- 22.4 Four Librarians with confirmed Regular Appointments will comprise the three regular members and one alternate member of the AAC, each selected for staggered two-year terms.
- 22.5 Role of the alternate member: The regular members of the AAC will include the alternate member of the AAC as a full member of the committee in meetings and discussions up to the point where a particular search committee is struck. If one of the regular members of the committee is unable

to serve for that search, the alternate will serve for the duration of that search. If, prior to the search process commencing, the alternate member is added to the committee, and one of the regular members of the committee cannot participate in the search process, an election will be held to appoint an additional Librarian with confirmed Regular Appointment to the committee for the duration of that search. In no case may a member of the AAC be replaced during the process of any particular search.

- 22.6 The regular members of the AAC will select from their number an Administrative Chair for the committee. The Administrative Chair will act as the primary liaison with the University Librarian in carrying out the AAC's responsibilities under this Article, and have primary responsibility for ensuring procedures of the AAC and the Collective Agreement are properly adhered to.
- 22.7 When a decision has been made to fill any vacant or new position with a Regular Librarian or Limited-Term appointment, the Librarian (or Librarians) who will supervise the candidate will be added to the AAC. If the candidate is to report directly to the University Librarian, the University Librarian will be added to the AAC. If the supervising Librarian is already one of the regular members of the AAC for the year, the alternate member of the committee will become a serving member of the committee for the duration of that search.
- 22.8 Before the search process commences, the regular members of the AAC and the supervising Librarian(s) (or University Librarian) will meet to determine whether the membership of the committee should be increased. The AAC may decide to add members for any of the following reasons:
- a) to provide expertise in the area of responsibility of the vacant or new position if current members of the committee do not have expertise in that area;
  - b) to add a Librarian from within the same unit who would work closely with the candidate;
  - c) to add a member of support staff or a member of the Professional Employees Association who would work closely with the candidate;
  - d) to add a Faculty Member from a discipline relevant to the position.
- 22.9 Normally, where the position to be filled is a Limited-Term Librarian position, the AAC will not increase the number of committee members beyond the regular members and the supervising Librarian or University Librarian.
- 22.10 The supervising Librarian(s) for the new appointment or the University Librarian, where the University Librarian is a member of the AAC, will chair the committee for all purposes connected with the search. If the supervising Librarian or the University Librarian is unable to serve as the chair, the AAC will select another member of the committee as its chair for the search process. The chair will have primary responsibility for ensuring the procedures of the Agreement are followed in regard to the search process.

### **Guidelines**

- 22.11 The AAC and the University Librarian will review the guidelines for consultation as needed with regard to s. 12.26 – s. 12.34 and s. 22.1. These guidelines will be ratified by a majority vote of all Librarian Members voting and any changes thereto will only be made with the mutual agreement of the University Librarian and the Librarian Members.



### **Advertising Positions to be Filled**

22.12 Advertising for a Librarian position will include publicizing the availability of a position on the University website, appropriate listservs and external websites.

22.13 Where duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of at least one year, as provided in s. 12.30, advertising is not required.

### **Appointments Advisory Committee Procedures**

22.14 The University Librarian will forward all applications received to the chair of the AAC.

22.15 The AAC will evaluate all the documentation provided by applicants, with specific regard to the position description and the criteria in s. 21.33 – s. 21.36, and will in accordance with its evaluation, establish a short list of candidates to be interviewed.

22.16 The short list must be approved by the University Librarian.

22.17 The AAC will determine its preferred candidate by secret ballot and a majority vote. Only members of the committee who have been present at all deliberations of the committee concerning the candidates for the position and at all interviews with the candidates for the position are eligible to vote.

22.18 In the case of a Regular Librarian Appointment, the chair of the AAC will request the Advisory Committee on Ranks and Promotions (ACRP) to provide written advice on the rank to be recommended for the AAC preferred candidate. The recommendation of the ACRP will be forwarded by the chair of the AAC to the University Librarian with the AAC recommendation.

22.19 In the case of a Regular Librarian Appointment, any recommendation by the AAC to waive a probationary period will be decided by majority vote.

22.20 The AAC will recommend the appointment of the selected candidate to the University Librarian. The recommendation will be in writing, will be accompanied by all related documentation, and will include the rank advised by the ACRP, and in the case of a Regular Librarian Appointment, a proposal regarding probationary status in accordance with s. 23.2.1 and s. 23.2.2.

22.21 All discussions by members of the AAC and of the ACRP concerning appointments are confidential. Members of these committees must not disclose or discuss the committee proceedings, opinions expressed during the committee proceedings, or the committees' recommendations, except as otherwise provided in this Agreement, or as required by law.

### **The University Librarian**

22.22 If the University Librarian accepts the recommendation, it will be forwarded to the Vice-President Academic and Provost with a written statement of endorsement.

22.23 If the University Librarian declines to accept the recommendation, the University Librarian must provide written reasons to the AAC and must meet with the committee as soon as possible thereafter to discuss the matter.

## **23. Probationary Status: Librarians**

- 23.1 A Regular Librarian Appointment will have probationary status for the first two years unless the probationary period is waived.
- 23.2 The Appointments Advisory Committee may recommend to the University Librarian that the probationary period be waived where:
- 23.2.1 the candidate has held Limited-Term appointments in the Libraries performing duties similar to those of the position being filled during at least three of the last five years, including the year immediately prior to the initial Regular Librarian Appointment; or
- 23.2.2 the Appointments Advisory Committee determines that the candidate, at a minimum, has exceeded the qualifications for appointment in Librarian ranks (s. 21.33 – s. 21.36, depending on the rank of the appointment) and has had a consistently outstanding record of performance as a Librarian for more than ten years.
- 23.3 Subject to s. 21.33, successful completion of a period of probationary status will result in a recommendation to remove probationary status and to grant a confirmed Regular Librarian Appointment.
- 23.4 Failure to receive a recommendation to remove probationary status as described in this Article will result in a notice of intent to terminate employment.

### **Evaluation Procedures**

- 23.5 The evaluation of a Librarian on probation will be based on the Librarian's Professional Performance under s. 25.15 a) i).
- 23.6 Evaluation of a Librarian on probation will be mandatory at 12 months and 18 months following their initial appointment date.
- 23.7 The University Librarian will notify the Librarians on probation and their respective supervising Librarians when evaluations are required.
- 23.8 Evaluations will be made by the Librarian's supervising Librarian, who will send to all Librarians a written request for comments relating to the Professional Performance of the Librarian being evaluated. Following discussion with the Librarian being evaluated, the supervising Librarian may request written comments from any employees who directly work with the Librarian under evaluation. The request will state that the comments must be received in writing and that the comments will be included in the Official Performance File of the Librarian being evaluated. If the writer expressly states that the comment has been given in confidence, the comment will be treated as a confidential letter of reference in accordance with s. 18.11. After the evaluation is completed, the comments will be treated as letters of reference in accordance with s. 18.7.
- 23.9 The supervising Librarian will inform the Librarian being evaluated of the Librarian's right to request assessments from Librarians or Faculty Members of the Librarian's choice and to have those assessments included in the Official Performance File in accordance with the provisions of s. 18.1.

- 23.10 The supervising Librarian and the Librarian on probation will meet to discuss all aspects of the Librarian's Professional Performance. The supervising Librarian will provide the Librarian being evaluated with copies of the comments received in accordance with s. 23.8 and s. 23.9, or with a summary thereof where authorized by s. 23.8. Where appropriate, the supervising Librarian will advise the Librarian of ways in which performance can be improved.
- 23.11 Following the meeting with the Librarian on probation, the supervising Librarian will prepare a written evaluation based on: the discussion at the meeting; the comments received pursuant to s. 23.8 and s. 23.9; and other documentation in the Official Performance File of the Librarian on probation. The evaluation will be sent to the University Librarian and to the Librarian being evaluated. The evaluation will state clearly that it is favourable or unfavourable and will include any specific advice with regard to improving the Librarian's performance that was offered by the supervising Librarian at the meeting.
- 23.12 Within seven Working days after receiving the evaluation, the Librarian being evaluated may send a written response to the supervising Librarian. Any written response will be included in the Official Performance File together with the written evaluation and becomes part of the documentation of the evaluation.

### **Supervisor's Recommendations**

- 23.13 If an evaluation at 12 or 18 months is unfavourable, another evaluation will be done three months later. If the second, consecutive evaluation is also unfavourable, the supervising Librarian will forward a recommendation, with reasons, to the Advisory Committee on Ranks and Promotions (ACRP) not to remove the probationary status of the Librarian being evaluated. This recommendation may result in a request to issue a notice of intent to terminate employment under s. 23.23 or s. 23.24. The supervisor will provide a copy of the recommendation to the Librarian being evaluated.
- 23.14 If an evaluation at 18 or 21 months is favourable, the supervising Librarian will forward a recommendation, with reasons, to the ARCP to remove the probationary status of the Librarian being evaluated. The supervising Librarian will provide a copy of the recommendation to the Librarian being evaluated.

### **Advisory Committee on Ranks and Promotions**

- 23.15 Where the ACRP receives a recommendation pursuant to s. 23.13 or s. 23.14, it will review the supervising Librarian's recommendation, the comments received pursuant to s. 23.8 and s. 23.9 and the Official Performance File of the Librarian on probation.
- 23.16 The ACRP will advise the University Librarian as to whether the supervising Librarian's recommendation constitutes a sound and unbiased evaluation of the Librarian on probation. It will confirm the supervising Librarian's recommendation unless it finds that the supervising Librarian made a serious error in procedure that materially affected the recommendation, or that a Reasonable Apprehension of Bias exists with respect to the recommendation, or that the recommendation was clearly unreasonable in light of the facts and the relevant criteria being applied.
- 23.17 The decision of the ACRP will be made by secret ballot and on a majority vote.

23.18 The decision of the ACRP whether or not to concur with a supervising Librarian's decision regarding the removal of probationary status will be forwarded to the University Librarian. Where the decision does not confirm the supervising Librarian's recommendations, the ACRP must include its reasons and may include a minority report. The decision will be in writing and a copy will be provided to the Librarian on probation.

### **University Librarian**

23.19 The University Librarian will review all recommendations regarding the removal of probationary status.

23.20 If the University Librarian accepts a recommendation to remove probationary status, they will forward a recommendation to the Vice-President Academic and Provost with a copy to the Librarian being evaluated recommending that:

23.20.1 In the case of a Librarian I, probationary status be removed and a confirmed Regular Librarian Appointment at the rank of Librarian II become effective upon the completion of the probationary period specified in the letter of appointment; or

23.20.2 In the case of a Librarian II, III or IV, probationary status be removed and a confirmed Regular Librarian Appointment become effective upon the completion of the probationary period specified in the letter of appointment.

23.21 If the University Librarian does not accept a recommendation, the University Librarian will meet with the supervising Librarian and the ACRP to discuss the disagreement:

23.21.1 If this procedure results in agreement, the University Librarian and the supervising Librarian will forward a joint recommendation to the Vice-President Academic and Provost; but

23.21.2 If there is no resolution of the disagreement, the University Librarian will forward to the Vice-President Academic and Provost the supervisor's recommendation, the advice of the ACRP, all the documentation of the evaluation, and the University Librarian's dissenting opinion; and

23.21.3 The Vice-President Academic and Provost will make a recommendation to the President.

23.22 If the University Librarian accepts a recommendation not to remove probationary status, the University Librarian will forward the recommendation to the Vice-President Academic and Provost with a request to issue a notice of intent to terminate the employment of the Librarian being evaluated. The University Librarian will provide a copy of the recommendation to the Librarian being evaluated.

### **Notice of Intent to Terminate**

23.23 Subject to a grievance under s. 47.21 – s. 47.24, notice of intent to terminate the employment of a Librarian on probation prior to the expiry of the probationary period under s. 23.13 will be given in writing by the University to the Librarian no less than two months prior to the proposed date of termination.

23.24 Subject to a grievance under s. 47.21 – s. 47.24, notice of intent to terminate the employment of a Librarian at the end of a probationary period will be given in writing by the University to the Librarian no less than two months prior to the expiry of the probationary period. Failure to provide the specified notice will entitle the Librarian to an extension of the appointment for two months or, at the option of the University, to the equivalent salary.

23.25 A decision not to remove probationary status made in accordance with this Section is not regarded as discipline or dismissal.

## **24. Transfer and Conversion of Appointments**

24.1 A Member may be transferred to a Unit or Units within the University other than the Unit or Units to which they were originally appointed, subject to s. 24.3.

24.1.1 Faculty Members who are transferred from one Academic Unit to another, or Librarians who are transferred from one Library Unit to another, in accordance with s. 24.1 will retain their rank, annual salary, benefits, accrued study leave credit, and seniority.

24.1.2 Librarians who are transferred into an Academic Unit as a Faculty Member, or Faculty Members who are transferred into a Library Unit in accordance with s. 24.1 will retain annual salary, benefits, accrued study leave credit and seniority. Rank shall be assessed in accordance with Article 21 Terms of Initial Appointment.

24.2 A Faculty Member may be converted to an appointment in a Stream other than the Stream they currently hold appointment in, subject to s. 24.3.

24.2.1 Faculty Members who are converted in accordance with s. 24.2 will retain annual salary, benefits, accrued study leave credit and seniority. Rank shall be assessed in accordance with Article 21 Terms of Initial Appointment.

24.3 A transfer under s. 24.1 or a conversion under s. 24.2 shall only occur with:

- a) the consent of the Member;
- b) a recommendation for the approval of the appointment by the Unit(s) to which the Member is being transferred or converted, made in accordance with the process for making appointments in the Unit;
- c) a recommendation for the appointment by the Dean(s)/University Librarian of the Faculty(ies)/Library to which the Member is being transferred; and
- d) the approval of the transfer by the Vice-President Academic and Provost.

## Part 5: Review of Career Progress

### 25. Evaluation of Members

- 25.1 Members are evaluated for the purposes of Reappointment, Tenure, Promotion, Continuing Appointment, salary adjustment, or removal of probationary status for Librarians.
- 25.2 Criteria for the evaluation of Members are elaborated in the Faculty or Libraries Evaluation Policy created pursuant to this Article, the Unit Standard created under Article 13 Standards and Workload, and the terms of this Agreement.

#### Faculty Evaluation Policies

- 25.3 Every Faculty Evaluation Policy must be reviewed by each Department and by the Faculty, (as applicable) by December 31 of the year in which a new Agreement comes into effect. Any amendments consequent upon that review must be developed in consultation between the Dean and the Unit. Faculty Evaluation Policies must be approved by electronic vote by 60% of votes cast by those holding Regular Academic Appointments in the Faculty, the Dean and the Vice-President Academic and Provost.
- 25.4 Each Faculty must have a Faculty Evaluation Policy (FEP) for the evaluation of the work of Members in the Faculty. The FEP and any amendment thereto must be consistent with this Agreement and will be submitted to the Members of the Faculty, the Dean and the Vice-President Academic and Provost for approval. The FEP shall include:
- a) a description of evaluation criteria for each of the following components within Academic Responsibilities:
    - i) teaching performance, which is defined at s. 25.5 – s. 25.7;
    - ii) Research, scholarship and creative activity (for Research Stream faculty) which is defined at s. 25.8 – s. 25.10; and Scholarly Activity (for Teaching Stream faculty) which is defined at s. 25.11 – s. 25.13;
    - iii) Service, which is defined at s. 25.14;
  - b) specific criteria related to assessment of Teaching, Research and Scholarly Activity, and Service in a Clinical setting where the Unit has Members who, under s. 21.27 are designated as Clinical;
  - c) specific criteria related to assessment of community-engaged Research and Scholarly Activity where the Unit has Members engaged in community-engaged Research and Scholarly Activity;
  - d) a description of the assessment techniques to be used in making evaluations including provision for expectations in the case of those Members who have had Alternative Workload or Reduced Workload in the evaluation period, in accordance with s. 25.18 below;
  - e) a description of the format and essential content to be used by a Faculty Member in preparing the teaching dossier for evaluation of Teaching performance;

- f) a description of the mechanism or process by which recommendations will be made with regard to Performance Pay Increments (PPIs) for Members of the Department, including any system of allocating PPIs among Departments and the rules relating to salary evaluation procedures set out in this Article;
- g) provision that Teaching Stream faculty will keep abreast of current developments in their respective fields, and are expected to make contributions to Scholarly Activity as defined in this Article on an ongoing basis;
- h) provision for the removal of any period of approved leave under this Agreement from the assessment period and the consequent pro-rata reduction of expectations in accordance with s. 25.18.

### **Evaluation of Teaching Performance**

- 25.5 Teaching performance requires the evaluation of all of a Faculty Member's methods and forms of teaching and student supervision including research-enriched, Clinical and community engaged teaching that are described and evaluated in accordance with the FEP and Unit Standard applicable to the Faculty Member.
- 25.6 The evaluation of Teaching performance will be conducted on the basis of a Faculty Member's teaching dossier which shall provide evidence for the consideration of the evaluation criteria in s. 25.7 and shall comply with requirements set out in the FEP. There must be no obligation to include anecdotal or subjective student comments, however where they are included, all such comments from the course must be provided. Evaluation of Teaching performance must consider all materials in the teaching dossier.
- 25.7 Evaluation of Teaching includes, but is not limited to, consideration of evidence in the teaching dossier related to:
- a) participation in panels, presentations and addresses related to teaching, curriculum development or learning;
  - b) contributions related to the Unit's teaching program in the form of course delivery, curriculum development, course co-ordination, program assessment or development, and course design;
  - c) peer reviews, class visit reports;
  - d) evidence of professional development supporting growth as a teacher, supervisor or scholar of teaching and learning;
  - e) syllabi, examinations and other course materials;
  - f) evidence of innovative teaching, including research-enriched, Clinical and/or community engaged teaching on behalf of the University including, but not limited to: creative and artistic works, productions and performances, web publishing, including the production of archives and blogs, and use of on-line teaching contexts;
  - g) teaching awards and grants;

- h) evidence of mentoring to support the development of other faculty in the area of teaching, or as a member of the Unit, including through peer reviews of teaching;
- i) course experience surveys; and
- j) other contributions to the Department's or Faculty's teaching program.

**Evaluation of Research, Scholarship and Creative Activity (Research Stream)**

25.8 Research, scholarship and creative activity ("Research") means continuing mastery of one's field of knowledge and the awareness of current scholarship in one's own and closely related fields, and the nature, quality, and extent of one's research, scholarship and creative activity as described in the FEP and Unit Standard applicable to the Faculty Member.

25.9 Research will be evaluated, in accordance with the FEP and Unit Standard, in all possible manifestations and may include, but is not limited to, the following:

- a) peer-reviewed publications and scholarly papers, especially insofar as they reveal the quality of Research, including alternate and emerging forms of Scholarship and digital contexts;
- b) other forms of creative achievement in areas that are directly relevant to a Faculty Member's discipline;
- c) awards and fellowships granted by institutions other than the University;
- d) documented activities and outputs related to community-engaged Scholarship, including the development of long-term relationships with communities;
- e) recognition of appointments to professional and scholarly adjudicatory or review boards or councils at federal, provincial and university levels.
- f) recognition by learned and professional societies; and
- g) evidence of reputation for Scholarship that the Faculty Member establishes among professional colleagues at the University and at other academic and professional institutions.

25.10 The evaluation of Research will be conducted on the basis of a Faculty Member's curriculum vitae, except where otherwise provided for in this Agreement.

**Evaluation of Scholarly Activity (Teaching Stream)**

25.11 Scholarly Activity means activities which enhance teaching ability or effectiveness including continuing mastery of one's field of knowledge and the awareness of current Scholarship in one's own and closely related fields and the nature, quality, and extent of one's own work; independent research on the scholarship of teaching and learning; and activities enhancing one's ability to engage in research-enriched teaching, as described in the FEP and Unit Standard applicable to the Faculty Member.

25.12 Scholarly Activity will be evaluated, in accordance with the FEP and Unit Standard, in all possible manifestations and may include, but is not limited to, the following:

- a) peer-reviewed publications and scholarly papers, especially insofar as they reveal the quality of research, including alternate and emerging forms of scholarship and digital contexts;



- b) other forms of creative achievement in areas that are directly relevant to a Faculty Member's discipline;
- c) awards and fellowships granted by institutions other than the University;
- d) documented activities and outputs related to community-engaged scholarship, including the development of long-term relationships with communities;
- e) recognition of appointments to professional and scholarly adjudicatory or review boards or councils at federal, provincial and university levels.
- f) recognition by learned and professional societies; and
- g) evidence of reputation for Scholarly Activity that the Faculty Member establishes among professional colleagues at the University and at other academic and professional institutions.

25.13 The evaluation of Scholarly Activity will be conducted on the basis of a Faculty Member's curriculum vitae, except where otherwise provided for in this Agreement or the Faculty Evaluation Policy.

### **Evaluation of Service**

25.14 Service means contributions to the Department, Faculty, University, a profession, or the community that are described in the FEP and the Standard for the Unit in which the Faculty Member holds an appointment. Service may include, but is not limited to, the following:

- a) contributions through Service to or development of the Faculty Member's Academic Unit;
- b) Service in a defined administrative position within the Department or School, Faculty, or a centre or institute;
- c) contributions through Service to the University or the Association;
- d) contributions to student life in relation to their academic success;
- e) attainment of extra-University recognition of a Faculty Member's University related activities; and
- f) contributions to the Faculty Member's profession or community, including membership on boards or councils devoted to research and professional affairs, and in certain fields the extent to which the Faculty Member's professional services are in demand by academic, professional and community organizations outside the University.

### **Libraries Evaluation Policy**

25.15 The University Libraries must have a Libraries Evaluation Policy (LEP) for the evaluation of Librarians. The LEP shall be reviewed by the Libraries by December 31 of the year in which a new Agreement comes into effect. Any amendments consequent upon that review shall be developed in consultation between the University Librarian or designate and Librarian Members. The LEP shall be approved by the Members in the Libraries, the University Librarian, thereto and the Vice-President Academic and Provost. The LEP shall include:

- a) a description of evaluation criteria for each of the following components within Professional Responsibilities:
  - i) Professional Performance, which means the performance of duties and responsibilities devoted to: organizing, managing and facilitating access to library resources; providing reference, consultative, instructional and research services; developing, organizing, and maintaining the Libraries' collections and information systems, including digital initiatives; developing and maintaining archival acquisition strategies and archival records management frameworks; managing human and financial resources and contributing to library administration;
  - ii) Scholarly and Professional Achievement, which may include research in an academic subject, archival studies or librarianship; digital initiatives; the dissemination of the results of such research; completion of advanced degrees and other relevant educational programs; planning, implementing, or participating in workshops or conferences; participation in scholarly, library, or professional associations; or community-university engagement;
  - iii) Service, which may include participation in the work of committees of the Libraries, the University, Faculties, and Departments; in the Association; and in other activities that contribute to the quality of the academic life of the University or community-university engagement;
- b) a description of the assessment techniques to be used in making evaluations;
- c) a description of the mechanism or process by which recommendations are made for PPIs including the rules relating to salary evaluation procedures set out in this Article; and
- d) specific provision for the removal of any period of approved leave under this Agreement from the assessment period and the consequent pro-rata reduction of expectations in accordance with s. 25.18.

25.16 A Limited-Term Librarian is evaluated for Reappointment on the basis of Professional Performance as stated in s. 27.20. This evaluation takes place at least one month before the end of the Librarian's term. The supervising Librarian, or their delegate, will meet with the Limited-Term Librarian and prepare a written evaluation based on the evaluation criteria in the Libraries' Evaluation Policy and this Agreement.

### **Expectations with Regard to Standards**

25.17 Members should be assessed taking into account their stage of career.

25.18 Assessment of performance against evaluation criteria must take into consideration the presence of any Reduced Workload or Alternative Workload arrangement or any approved leave or reduced period of service applicable to a Member during the evaluation period. Such arrangements shall not impact the qualitative expectations for performance, but shall alter the quantitative expectations pro-rata to the Normal Workload expectation. For assessment with respect to Re-appointment, Continuing Appointment, Tenure and Promotion where the standard

to be achieved is absolute, that standard must be achieved notwithstanding a Reduced or Alternative Workload.

### **Curriculum Vitae**

25.19 Faculty Members shall maintain a curriculum vitae, in a form prescribed in the FEP that records their achievements in their Academic Responsibilities (Research, Teaching, and Service). The Faculty Member shall update their curriculum vitae and provide a copy to their Chair and Dean annually, no later than January 31. The Chair shall maintain a copy of the Member's curriculum vitae for public access.

25.20 Librarians shall maintain a curriculum vitae, in a form prescribed in the LEP that records their achievements in their Professional Responsibilities (Professional Performance, Scholarly and Professional Achievements and Service). The Member shall update their curriculum vitae and provide a copy to the University Librarian annually, no later than January 31. The University Librarian shall maintain a copy of the Member's curriculum vitae for public access.

### **Teaching Dossier**

25.21 Faculty Members shall maintain a teaching dossier, in a format determined by the Faculty Evaluation Policy, for the purposes of career progress that documents their Teaching performance. The teaching dossier will be provided to their Chair by a date set in the Faculty Evaluation Policy.

### **Use of Course Experience Surveys**

25.22 Evidence of students' experience of a Member's Teaching shall include the generated frequency distribution reports of all course experience surveys administered during the period of review, in accordance with the Evaluation Policy of the Faculty in which the Faculty Member holds an appointment, or the Faculty in which the course is offered, and any relevant Department policies; however, anecdotal or subjective student comments will be included only if the Faculty Member chooses to include them.

25.23 In addition to the data specified in s. 25.22, evidence of students' experience of a Member's Teaching may include complete aggregated statistical results of all course experience questionnaires administered by the Faculty Member in a course during the period of review; however, the Faculty Member is not obliged to submit or include anecdotal or subjective student comments.

25.24 When course experience survey results are utilized in evaluation, it shall be on the basis of a frequency distribution and not an average or mean. Committees shall give consideration to factors impacting the validity of the data including, but not limited to, response rate and empirically proven bias.

25.25 A Faculty Member may choose to include or not include anecdotal or subjective comments by students or former students in their teaching dossier. Where such comments are included that have been collected as part of a survey of students in a course, all the comments from that course must be included in the Faculty Member's teaching dossier.

## **Salary Adjustment Evaluation**

25.26 Every Evaluation Policy must contain provisions for evaluation for salary adjustment and, in particular, must provide:

- a) that Research Stream faculty be evaluated on the components listed in s. 25.7, s. 25.9, and s. 25.14;
- b) that Teaching Stream faculty be evaluated on the basis of the components listed in s. 25.7 and s. 25.12; and
- c) that Librarians be evaluated on the components listed in s. 25.15.

25.27 Subject to s. 25.27.1 and s. 25.27.2, the evaluation ratio shall be the Normal Workload ratio (as stated in Article 13 Standards and Workload).

25.27.1 Where an Alternative Workload arrangement has been in effect during the period of evaluation, the components of the Member's Workload shall be evaluated on a ratio which is the weighted average of those ratios in the period.

25.27.2 An alternative evaluation ratio, which is different than the Member's Workload ratio, may be requested by the Member and approved by the Chair or supervising Librarian (or in the case of a Chair, the Dean). Such a request shall be made at least 6 months in advance of the commencement of the evaluation process. Such requests will be granted where the alternative evaluation ratio requested reflects alterations in Workload caused by a Study Leave, an Alternative Workload arrangement or by unanticipated fluctuations in a Member's duties during the period of review.

## **26. Review of Career Progress**

26.1 The purpose of the review of career progress is to provide formative feedback on a Faculty Member's progress toward Tenure or Continuing Appointment.

### **Faculty Members with Eligibility for Tenure or Continuing Appointment**

26.2 Whenever a Faculty Member is appointed with eligibility for Tenure or Continuing Appointment, the Department Chair is responsible for providing the Faculty Member with a written statement of current performance expectations with regard to attaining Tenure or Continuing Appointment, as applicable to the Faculty Member's appointment.

26.3 The performance expectations for Faculty Members with eligibility for Tenure and Continuing Appointment, and any modification to them, must be developed by the Chair and approved by majority vote of the Members of the Department, and approved by the Dean. Such expectations must be articulated in the Standard for the Unit and shall be consistent with the Faculty Evaluation Policy.

26.4 By May 15 of each year the Chair will meet with each Faculty Member whose appointment carries eligibility for Tenure or Continuing Appointment to discuss:

- a) the current performance expectations of the Unit with regard to attaining Tenure or Continuing Appointment as appropriate to the appointment type;

- b) the Faculty Member's performance during the preceding 12 months and since the Faculty Member's initial appointment in relation to the current performance expectations of the Unit;
  - c) any concerns that the Chair has with regard to the Faculty Member's performance;
  - d) methods or resources that may assist the Faculty Member to enhance their performance; and
  - e) the Faculty Member's activity plan in respect of Academic Responsibilities for the forthcoming year.
- 26.5 After the conclusion of the discussion, the Chair will prepare a written annual evaluation (Annual Review) that summarizes the discussion and provides feedback and guidance to each Faculty Member and that addresses each of the criteria for achieving Tenure or Continuing Appointment, as applicable.
- 26.6 The written Annual Review, signed by the Chair, will be sent to the Faculty Member by May 31. The Faculty Member will review the letter. Where they agree with the content, they shall sign the letter and return it to the Chair and a copy of the Annual Review with both signatures will be placed in the Faculty Member's Official Performance File.
- 26.7 Where the Faculty Member disagrees with the content, the Faculty Member may send a written response to the Chair who will place the response in the Faculty Member's Official Performance File.
- 26.8 Where a Faculty Member does not sign the letter because they believe that their Annual Review is inaccurate or unfair, the Faculty Member may, within 30 days of receiving the Annual Review, submit a request for a reassessment to the Chair. A request for a reassessment will include:
- a) a copy of the Annual Review;
  - b) a written statement that specifies the portions of the Annual Review that are believed to be inaccurate or unfair and describes how those portions are inaccurate or unfair; and
  - c) copies of any documents that will support the Faculty Member's assertions.
- 26.9 Upon receiving the request for a reassessment, the Chair may revise the Annual Review in a manner that removes some or all of the inaccuracies or unfairness identified by the Faculty Member and the revised Annual Review will be substituted in place of the initial Annual Review. A copy of the revised Annual Review will be sent to the Faculty Member.
- 26.10 Where the Chair declines to revise the Annual Review or the Faculty Member is not satisfied with the revisions, the Faculty Member may request that it be examined by a reviewer. If the Faculty Member and the Chair can agree upon a suitable reviewer, such person will undertake a review. If agreement cannot be reached with regard to who will undertake the review, the Dean of the Faculty (Vice-President Academic and Provost in the case of a non-departmentalized Faculty) will appoint the reviewer. The function of the reviewer is to review the Faculty Member's performance and determine whether the Annual Review contains any inaccuracies or unfair comments that should be corrected.
- 26.11 The reviewer will meet individually with the Faculty Member and the Chair to discuss the content of the Annual Review in relation to the Faculty Member's performance.

26.12 Where the reviewer concludes that the initial or revised Annual Review was accurate and fair, the Faculty Member and the Chair will be informed of this conclusion in writing. Where the reviewer concludes that the initial or revised Annual Review was inaccurate or unfair, the reviewer will prepare a written report that identifies any inaccuracies or unfairness. A copy of the reviewer's report will be sent to the Faculty Member and the Chair and a copy of the report will be placed in the Faculty Member's Official Performance File together with a copy of the initial or revised Annual Review.

### **Faculty Members with Tenure or Continuing Appointment**

26.13 Upon the request of a Faculty Member, or upon the initiative of the Chair, an annual meeting will be held to discuss the Faculty Member's career progress. Upon the request of a Faculty Member, or upon the initiative of the Chair, the latter will provide the Faculty Member with a written summary of the discussion.

### **Review during Reappointment Terms**

26.14 After being reappointed to a four-year term, an Assistant Teaching Professor will receive a performance review by the Chair prior to the end of the second year of the Reappointment term. The Chair will provide the Faculty Member with a written summary of the discussion, and s. 26.6-s. 26.7 of this Article shall apply.

26.15 Upon the request of an Assistant Teaching Professor, or upon the initiative of the Chair, an annual meeting will be held to discuss the Assistant Teaching Professor's career progress. The Chair will provide the Faculty Member with a written summary of the discussion and s. 26.8 - s. 26.12 of this Article shall apply. Any reassessment will include any performance reviews made during that term of Reappointment.

### **Annual Evaluation of Librarians**

26.16 A Librarian and their supervising Librarian will meet annually to discuss the Librarian's performance based on the Libraries Evaluation Policy.

26.17 Within 10 Working days after the meeting, the supervising Librarian will give a written evaluation of the Librarian's performance to which the Librarian may respond in writing.

26.18 A copy of the written evaluation and any response will be placed in the Librarian's Official Performance File.

26.19 Any forms and procedures used in annual evaluations will be consistent with the Libraries Evaluation Policy as provided for in s. 25.15 and will be developed and revised by mutual agreement between the University Librarian and the Librarians.

## **Part 6: Reappointment, Promotion and Tenure**

### **27. Reappointments**

#### **Assistant Professor**

27.1 An Assistant Professor who holds an appointment with eligibility for Tenure is eligible for Reappointment for a term that does not extend beyond the year in which the Faculty Member must formally be considered for Tenure.

- 27.2 An Assistant Professor is evaluated for Reappointment on the basis of:
- a) Teaching effectiveness since being appointed to the University;
  - b) Research and scholarly achievements during their career; and
  - c) Service and professional activities since being appointed to the University.
- 27.3 An Assistant Professor under consideration for Reappointment must demonstrate that the candidate is making reasonable progress toward meeting the written expectations of their Unit with regard to the granting of Tenure and Promotion to Associate Professor rank.
- 27.4 Where an application for Reappointment by an Assistant Professor with eligibility for Tenure is unsuccessful, the Faculty Member will be offered a terminal appointment for one year.

### **Assistant Teaching Professor**

- 27.5 An Assistant Teaching Professor is eligible to be reappointed for a term of four years.
- 27.6 An Assistant Teaching Professor is evaluated for Reappointment on the basis of:
- a) Teaching effectiveness;
  - b) Scholarly Activity; and
  - c) Service.
- 27.7 An Assistant Teaching Professor under consideration for Reappointment must demonstrate that the candidate has met or exceeded the expectations written in the Faculty Evaluation Policy and their Unit Standard, including on criteria related to Teaching effectiveness. Where this is achieved, there is an expectation of Reappointment.
- 27.8 Where an application for Reappointment by an Assistant Teaching Professor is unsuccessful, the Faculty Member will be offered a terminal appointment for one year.
- 27.9 At the time of the second Reappointment, an Assistant Teaching Professor must be considered for a Continuing Appointment.
- 27.10 Before a Continuing Appointment is granted, an Assistant Teaching Professor must be reviewed by the Unit and be recommended by the Dean as having met the standard for evaluation set out in s. 27.7. The Assistant Teaching Professor must include in their teaching dossier evidence of two recent peer reviews of Teaching. The relevant provisions of Article 33 *Consideration Process for Reappointment, Continuing Appointment, Promotion and Tenure* apply.
- 27.11 If a Continuing Appointment is not granted to the Assistant Teaching Professor who must be considered for a Continuing Appointment under s. 27.9, the Assistant Teaching Professor will be granted a one-year terminal contract after which time the Assistant Teaching Professor's employment with the University will cease.

### **Associate Teaching Professor**

- 27.12 Where a Faculty Member is appointed at the rank of Associate Teaching Professor, they must be considered for a Continuing Appointment in the final year of the initial appointment term.

27.13 An Associate Teaching Professor is evaluated for a Continuing Appointment on the basis of:

- a) Teaching effectiveness;
- b) Scholarly Activity; and
- c) Service.

27.14 An Associate Teaching Professor under consideration for a Continuing Appointment must demonstrate that the candidate has met or exceeded the expectations written in the Faculty Evaluation Policy and their Unit Standard, including on criteria related to Teaching performance. Where this is achieved, there is an expectation of Continuing Appointment.

27.15 Before a Continuing Appointment is granted, the Associate Teaching Professor must be reviewed by the Unit and be recommended by the Dean as having met the standard for Continuing Appointment. The Associate Teaching Professor must include in their teaching dossier evidence of three peer reviews of Teaching no older than 18 months. The peer review of Teaching process must be done in accordance with the guidelines established in the Faculty Evaluation Policy. The peer reviewer must be approved by the Dean.

27.16 An Associate Teaching Professor who is being considered for a Continuing Appointment may also apply for Promotion to Teaching Professor with Tenure under Article 29 Promotion: Faculty Members but the Faculty Member will only be considered for Promotion if the Faculty Member requests it. An Associate Teaching Professor may be awarded a Continuing Appointment even if their application for Teaching Professor with Tenure is unsuccessful and may apply again for Promotion in a later year.

27.17 Where an application for Continuing Appointment by an Associate Teaching Professor is unsuccessful, the Faculty Member will be offered a terminal appointment for one year.

### **Limited-Term Appointment**

27.18 A person holding a Limited-Term appointment is eligible to be considered for Reappointment; however, there is no right of renewal or Reappointment.

27.19 A person holding a Limited-Term appointment may be Reappointed where:

- a) the Reappointment is within the circumstances described in s. 20.6 or s. 20.7;
- b) in the case of a Limited-Term Faculty Member who will be assigned Teaching responsibilities, the Teaching performance of the person has consistently met or exceeded the standard for Teaching effectiveness in the Unit, as demonstrated by the teaching dossier, including at least two peer reviews consistent with s. 27.15; and
- c) in the case of a Limited-Term Faculty Member who has been primarily engaged in Research:
  - i) the Research and scholarly achievements have met the expected standards of the Unit in which the person has held an appointment; and
  - ii) the requisite funds, resources and physical space will be available to continue the Research.



## Limited-Term Librarians

27.20 A Librarian appointed for a limited term, whose performance consistently meets the expected standard, may be Reappointed for one or more additional limited terms.

## 28. Tenure

- 28.1 Only Research Stream Faculty Members whose appointment letter provides that they are appointed with eligibility for Tenure may apply for Tenure.
- 28.2 Notwithstanding s. 28.1, Teaching Stream faculty will be granted Tenure in accordance with s. 29.6 upon Promotion to Teaching Professor.
- 28.3 The Workload assignment and Study Leave of a Teaching Professor with Tenure are the same as those of an Assistant or Associate Teaching Professor with a Continuing Appointment subject to any Alternative Workload arrangement approved under Article 13 Standards and Workload.
- 28.4 A Member with eligibility for Tenure whose appointment has been based on a Reduced Workload or an Alternative Workload will be evaluated in accordance with s. 25.18.
- 28.5 Where a Tenure reconsideration process under Article 33 Consideration Process for Appointment, Reappointment, Continuing Appointment, Promotion and Tenure continues past the employment end date of a candidate, the candidate's employment shall be maintained until such time as the reconsideration is completed.
- 28.6 Where a Faculty Member is considered for Tenure in the final year of eligibility for Tenure and is denied Tenure, the Faculty Member will be offered a terminal appointment for one year.

### Deadlines for Consideration and Application for Tenure

- 28.7 Subject to Article 31 Stopping the Clock, an Assistant Professor with eligibility for Tenure must be considered for Tenure not later than the sixth year in this rank at the University.
- 28.8 A recommendation that Tenure be granted to an Assistant Professor must include a recommendation that the applicant be promoted to Associate Professor, notwithstanding the absence of a formal application for Promotion.
- 28.9 Subject to Article 31 Stopping the Clock, an Associate Professor or Professor with eligibility for Tenure will be considered for Tenure not later than the fourth year in this rank at the University.
- 28.10 Where the effective date of an initial appointment is after September 1, the period between the effective date of the appointment and the following June 30 is not counted in determining the year when the Faculty Member must be considered for Tenure.
- 28.11 A Faculty Member may apply for Tenure before the deadline specified in s. 28.7 or s. 28.9.
- 28.12 Where an application for Tenure under s. 28.11 is denied and the Faculty Member's appointment continues beyond the Academic Year in which the application for Tenure was denied, the Member may apply for Tenure again.
- 28.13 Where an application for Tenure under s. 28.11 is denied and the Member's appointment does not continue beyond the Academic Year in which the application for Tenure was denied, the Member will be considered for Reappointment if eligible, otherwise s. 28.6 shall apply.

28.14 A Faculty Member may withdraw an application for Tenure made under this Article at any time before the Dean makes their recommendation with regard to the application for Tenure.

### **Standards for Granting Tenure**

28.15 Applicants for Tenure must demonstrate that their Teaching effectiveness and their Research or Scholarly Activity meet or exceed the standards for the rank established by the Faculty Evaluation Policy, the Standard for the Unit in which the applicant holds an appointment, and this Agreement.

### **Associate Professor**

28.16 To become a Tenured Associate Professor, a Faculty Member must demonstrate Research that has made a substantial contribution to an academic discipline; Teaching effectiveness at or above a level of quality appropriate to the Faculty Member's experience and with a commitment to excellence in teaching; and capacity for continuing development with regard to each of the following:

- a) Teaching; and
- b) Service and professional activities that further the goals of the University and the Faculty Member's academic discipline.

### **Professor**

28.17 To become a Tenured Professor, a Faculty Member must demonstrate Research that has made a substantial contribution to the academic discipline; Teaching effectiveness at or above a level of quality appropriate to the Faculty Member's experience and with a continuing commitment to excellence in Teaching; a record of Service and professional activities that further the goals of the University and the Faculty Member's academic discipline; and outstanding achievements with regard to either:

- a) Teaching; or
- b) Research that has attained recognition at a national or international level.

### **Teaching Professor**

28.18 To become a Tenured Teaching Professor, an Associate Teaching Professor must have the appropriate academic credentials or evidence of appropriate professional achievement and must demonstrate:

- a) a record of outstanding achievement in Teaching; and
- b) either Scholarship related to Teaching that has attained national or international recognition, or substantial leadership in the improvement of teaching in the Associate Teaching Professor's Department or in the University; and
- c) Service and professional activities that further the goals of the University and the Associate Teaching Professor's discipline.

## **29. Promotion: Faculty Members**

### **Promotion to Associate Professor**

29.1 An Assistant Professor under consideration for Promotion to Associate Professor must meet or exceed the standards specified in s. 28.16 for a Tenured Associate Professor. An Assistant Professor who is promoted to Associate Professor is granted Tenure.

### **Promotion to Professor**

29.2 An Associate Professor who applies for Promotion to Professor must demonstrate performance that meets or exceeds the standards specified in s. 28.17 for a Tenured Professor. An untenured Associate Professor who is promoted to Professor is granted Tenure.

### **Promotion to Associate Teaching Professor**

29.3 An Assistant Teaching Professor may apply for Promotion to Associate Teaching Professor at the time of second Reappointment or in any year thereafter. An Assistant Teaching Professor may not apply for Promotion to Associate Teaching Professor earlier than the date for second Reappointment unless, in the letter of offer, the Assistant Teaching Professor has been granted years of credit toward Promotion based upon similar previous teaching experience at University of Victoria or another post-secondary institution.

29.4 Promotion to Associate Teaching Professor of an Assistant Teaching Professor who does not have a Continuing Appointment confers a Continuing Appointment, but an Assistant Teaching Professor may be granted a Continuing Appointment without Promotion.

29.5 To become an Associate Teaching Professor, the Assistant Teaching Professor must have the appropriate academic credentials or evidence of appropriate professional achievement and must demonstrate:

- a) excellence in Teaching;
- b) initiative in the development or delivery of the academic program of the Assistant Teaching Professor's Unit or the University; and
- c) Service and professional activities that further the goals of the University and the Assistant Teaching Professor's discipline.

### **Promotion to Teaching Professor**

29.6 An Associate Teaching Professor may apply for Promotion to Teaching Professor during the fourth year of holding the rank of Associate Teaching Professor or in any year thereafter. An Associate Teaching Professor who is promoted to Teaching Professor is granted Tenure.

29.7 To become a Teaching Professor, an Associate Teaching Professor must have the appropriate academic credentials or evidence of appropriate professional achievement and must demonstrate:

- a) a record of outstanding achievement in Teaching; and
- b) either Scholarship related to Teaching that has attained national or international recognition, or substantial leadership in the improvement of teaching in the Associate Teaching Professor's Department or in the University; and

- c) Service and professional activities that further the goals of the University and the Associate Teaching Professor's discipline.

### **Right of Withdrawal**

- 29.8 A Faculty Member may withdraw an application for Promotion at any time before the Dean makes a recommendation with regard to the application for Promotion.

## **30. Promotion: Librarians**

- 30.1 Promotion, or advancement in rank, is not automatic. It is based on an appraisal of performance of a Librarian in relation to the specifications for each rank. Assumption of increased administrative responsibility will not necessarily result in advancement in rank, nor will such advancement depend solely on the assumption of administrative responsibility.
- 30.2 For probationary appointments at the rank of Librarian I, Promotion to the rank of Librarian II is recommended to the Vice-President Academic and Provost by the University Librarian upon satisfactory completion of the probationary period specified in the letter of appointment.
- 30.3 A person holding a confirmed Regular Librarian Appointment as a Librarian II may apply for Promotion to the rank of Librarian III after the completion of at least five years of successful performance at the rank of Librarian II at the University or at an equivalent rank at a similar institution.
- 30.4 A person holding a confirmed Regular Librarian Appointment as a Librarian III may apply for Promotion to the rank of Librarian IV after the completion of at least seven years of successful performance at the rank of Librarian III at the University of Victoria or at an equivalent rank at a similar institution.
- 30.5 A Librarian with a confirmed Regular Librarian Appointment may apply for Promotion to Librarian III or IV before the completion of years of service specified in s. 30.3 or s. 30.4. In that case, the application may be granted only upon demonstration of exceptional performance, which may include the holding or attainment of additional relevant degrees or academic qualifications. Degrees or qualifications which were the basis for Promotion or appointment to a lower rank will not be considered in this respect.
- 30.6 For purposes of calculating years in rank in s. 30.3 or s. 30.4, a Librarian appointed to the University or promoted between July 1 and March 31 will be deemed to have been appointed or promoted on the previous July 1, and a Librarian appointed or promoted between April 1 and June 30 will be deemed to have been appointed or promoted on the following July 1.

### **Standards for Promotion**

- 30.7 A Librarian holding the rank of Librarian II who applies for Promotion to Librarian III requires:
- a) full professional competence and expertise demonstrated by a record, over a number of years, of significant achievement in Professional Performance at the Librarian II level; and
  - b) regular and substantive involvement in Scholarship and Professional Activities and Service.

- 30.8 A Librarian holding the rank of Librarian III who applies for Promotion to Librarian IV requires:
- a) a high level of professional expertise and an excellent record of Professional Performance at the Librarian III level;
  - b) a significant and sustained contribution over a substantial period of time in Scholarship and Professional Activities and in Service, and
  - c) evidence of initiative, leadership, creativity, and the ability to perform independently in professional activities of a complex nature.

**Advisory Committee on Ranks and Promotions**

30.9 An Advisory Committee on Ranks and Promotions (ACRP) consisting of five Librarians holding confirmed Regular Librarian Appointments will be constituted to consider applications and make recommendations for Promotion to Librarian III or Librarian IV, to make recommendations to the University Librarian regarding the assignment of rank at the time of any initial appointment, and to make recommendations to the University Librarian regarding decisions of supervising Librarians relating to the removal of any probationary period. The ACRP will consist of:

- a) three Members to be elected by Librarians holding confirmed Regular Librarian Appointments, for staggered three-year terms; and
- b) two Librarians, which may include those in Librarian Excluded positions to be appointed by the University Librarian for staggered two-year terms.

30.10 Librarians in Librarian Excluded positions are not eligible to vote in the election of Librarians to the ACRP or be elected to the ACRP, but may vote as appointees of the University Librarian. In making appointments to the ACRP, the University Librarian will give consideration to the representative nature of the committee with a view to achieving as fair a balance as possible in the representation of service and the administrative levels of the Library.

30.11 The ACRP will select one of its members to chair its meetings.

30.12 A Librarian holding a confirmed Regular Librarian Appointment, elected by all Librarians with Regular Librarian Appointments shall be the Observer. The Observer shall attend the meetings of the ACRP and shall ensure proper procedure, but shall not speak on the suitability of a candidate for Promotion nor vote.

30.13 The University Librarian has the right to attend meetings of the ACRP, but in such cases may only speak on matters regarding procedure and not on the suitability of a candidate for Promotion.

30.14 In the event that a member of the ACRP has a Conflict of Interest or there is a Reasonable Apprehension of Bias on any matter being considered by the ACRP, that member will withdraw from the ACRP for the course of those deliberations. An elected member will be replaced by another Librarian selected by the ACRP. An appointed member will be replaced by another appointee of the University Librarian.

30.15 All decisions of the ACRP will be made by secret ballot and will be by vote of the majority. All discussions by members of the ACRP are confidential. Members of the committee must not disclose or discuss the committee proceedings, opinions expressed during the committee

proceedings, or the committee's recommendations, except as otherwise provided in this Agreement, or as required by law.

### **Application for Promotion**

30.16 By January 2, a Librarian who wishes to apply for Promotion will submit an application to the University Librarian and notify their supervising Librarian that the application has been submitted. A recommendation for Promotion, if approved by the Vice-President Academic and Provost, will take effect on July 1 of the same year. The application will be accompanied by:

- a) a current curriculum vitae;
- b) a statement from the candidate in support of the application that will be based on the relevant standards for Promotion in s. 30.7 or s. 30.8;
- c) the names of not less than three referees, one of whom, in the case of an application for Librarian IV, will be from outside the University Libraries; and
- d) other documentation which the candidate wishes to have considered.

30.17 The candidate's supervising Librarian will prepare a written statement of evaluation of the candidate's suitability for Promotion. If the supervising Librarian does not support the application, the statement will contain advice that will assist the Librarian to enhance their suitability for Promotion. The supervising Librarian will provide a copy of the statement to the University Librarian and the candidate by January 15.

30.18 If the supervising Librarian's statement does not support the application, the candidate may withdraw an application before it has been referred to the ACRP. Otherwise, the University Librarian will refer the application and supporting documentation, including the supervising Librarian's statement, to the ACRP by February 1.

### **Advisory Committee Procedure**

30.19 The ACRP will consider:

- a) all documentation included with the application;
- b) letters of reference from at least three referees named by the candidate; and
- c) at its discretion, additional letters of reference from referees selected by the ACRP.

30.20 The ACRP will be provided with and will consider copies of the following documentation placed in the candidate's Official Performance File since the candidate's appointment or last Promotion, whichever is the more recent:

- a) evaluation reports and other documents related to Professional Performance, Scholarly and Professional Achievement, and Service; and
- b) where applicable the candidate's written comments on any of the documents.

30.21 At least ten days prior to a meeting at which the candidate's application will be considered, the ACRP will provide the candidate with a list of all the documents, other than those included with or referred to in the candidate's application, that the ACRP will consider in relation to the

application. If requested by the candidate, within three Working days the chair of the ACRP will provide the candidate with a copy of any document on the list, except for a confidential letter of reference. In the case of such a letter, a summary of the letter that does not disclose the author will be provided to the candidate unless the author was informed when the letter was solicited that the letter might be made available to the candidate and attributed to the author, and the author has agreed.

30.22 The ACRP may request and consider additional documents that the ACRP considers relevant to the application, but must provide a copy of any such document to the candidate at least three Working days prior to the meeting of the ACRP at which the document will be considered.

30.23 A candidate may submit a written response to the complete list of documents mentioned in s. 30.21 to the chair of the ACRP not later than five Working days after receiving the list of documents. A candidate may submit a written response to any additional documents mentioned in s. 30.22 to the chair of the ACRP not later than three Working days after receiving a copy of such a document. The chair of the ACRP will provide a copy of any written response from the candidate to each member of the ACRP prior to a meeting at which the documents to which the response relates will be considered.

30.24 The ACRP will interview the candidate. The ACRP may conduct other interviews it considers relevant. At least five days before any such interviews are held, the ACRP must inform the candidate as to when the interviews will be held and who will be interviewed. To be eligible to vote, a member of the ACRP must have been present for any meeting between the committee and the candidate, and all of the committee's deliberations concerning a candidate.

30.25 The ACRP will apply the relevant standards for Promotion in s. 30.7 or s. 30.8 and the criteria in s. 25.15 in assessing the application and will forward a written recommendation, together with reasons and all relevant documentation, to the University Librarian by April 1. A copy of the written recommendation will be sent to the candidate by the ACRP.

### **University Librarian**

30.26 The University Librarian is not bound by either a positive or negative recommendation of the ACRP, but must make a separate recommendation which must include reasons and which must be forwarded to the Vice-President Academic and Provost together with the recommendation of the ACRP by April 15.

30.27 The University Librarian must send the recommendation, including reasons, to the candidate and to the ACRP within five days of receiving the ACRP's recommendation where the University Librarian's recommendation is to deny Promotion or by April 20 if the recommendation is in favor of Promotion.

### **Vice-President and Academic Provost**

30.28 Where the Vice-President Academic and Provost receives a recommendation from the University Librarian, the Vice-President Academic and Provost will notify the candidate and the University Librarian by May 15 if the Promotion has been denied. A successful candidate will be notified in writing by May 15 or as soon thereafter as may be practical.

30.29 Where the Vice-President Academic and Provost does not accept a recommendation that a candidate be promoted, the Association may grieve the decision pursuant to the provisions of Article 47 Dispute Resolution and any arbitration resulting from the grievance will be referred in accordance with s. 47.21 – s. 47.24.2.

## **31. Stopping the Clock**

- 31.1 The date by which a Faculty Member must be considered for Reappointment, Continuing Appointment or Tenure, or a Librarian for a confirmed Regular Librarian Appointment, is automatically deferred for one year if, in any of the years preceding the deadline or in the year in which the case must be considered, the Member has been granted Maternity, Parental or Adoption Leave, Special Leave, Sick Leave or Long-Term Disability Leave (LTD) or any combination thereof for 15 weeks or more. If the total number of weeks for which the Member has been granted Maternity, Parental or Adoption Leave, Special Leave, Sick Leave or Long-Term Disability Leave or any combination thereof exceeds 52 weeks then the total deferral will be: two years for more than 52 and up to 104 weeks; three years for more than 104 and up to 156 weeks; and four years for more than 156 weeks.
- 31.2 Where a Member's Academic or Professional Responsibilities have been adversely affected to a significant degree by illness, injury, disability, family responsibilities or personal circumstances:
- 31.2.1 the Faculty Member may apply in writing to the Dean of the Faculty to defer consideration for Reappointment, Continuing Appointment or Tenure; and
  - 31.2.2 the Librarian on probationary status may apply in writing to the University Librarian to defer consideration for a confirmed Regular Appointment.
- 31.3 The Vice-President Academic and Provost, in consultation with the Dean (in the case of a Faculty Member) or the University Librarian (in the case of a Librarian) may grant a deferral for a specified period.
- 31.4 Periods of unpaid leave and Study Leave count as regular service in determining the time when a Member must be considered for Reappointment or Tenure.

## **Part 7: Consideration Processes**

### **32. Appointments, Reappointments, Promotion and Tenure Committees**

#### **Committee Structures**

- 32.1 Each Department or non-departmentalized Faculty must, by April 30 of each year, hold a meeting of its Faculty Members who hold Regular Academic Appointments to select one or more structures for making the Unit's recommendations on appointments, Reappointments, Promotions and Tenure for the following Academic Year. A Unit may choose a different structure for each.
- 32.2 A Unit's committees must be structured in accordance with the following rules:



- a) For cases in which Tenure or Promotion may be granted to a Research Stream candidate a maximum of one Teaching Stream Faculty Member may be appointed to the committee. Such a Member shall have Tenure or Continuing Appointment;
- b) For cases in which Tenure or Promotion may be granted to a Teaching Stream candidate, where possible a Unit shall appoint at least one Teaching Stream Faculty Member to the committee. Such a Member shall have Tenure or Continuing Appointment;
- c) Except where the committee is considering joint appointments, Faculty Members holding Regular Academic Appointments who are elected from and by the Unit must form the majority of the voting members of the committee;
- d) The committee may have such additional members as the Unit considers advisable and as are approved by the Dean;
- e) The Unit may add non-voting members to the committee, as they consider appropriate in the circumstances;
- f) In cases where committees consider Research or creative activities that emphasize community engaged scholarship, committees should make every effort to include at least one committee member with expertise in community engaged scholarship;
- g) In cases where committees consider Research that emphasizes clinically based scholarship, committees should make every effort to include at least one committee member with expertise in clinical scholarship;
- h) At the outset of their work, committees must consider, lay out and record the means through which concerns related to equity will be addressed throughout the life of the committee; and
- i) All committee members must have received training in effective employment equity practices and current institutional expectations with respect to equity, prior to the commencement of the committee's work.

32.3 Every Department and non-departmentalized Faculty must develop and approve procedures for each committee of the Unit. The Unit may amend the procedures from time to time. The procedures (or any amendments to them) must be approved by the Dean and must contain provisions:

- a) ensuring that the committee will be of a reasonable size;
- b) ensuring that the committee will have an odd number of voting members or providing for a voting mechanism to break a tie;
- c) ensuring that committees are structured so as to be as inclusive as possible, in particular ensuring representation of qualified members from designated equity-seeking groups;
- d) governing voting procedures of the committee, including provisions to ensure that only those who have participated sufficiently in the interview, assessment and discussion processes can vote;
- e) setting rules to ensure confidentiality of the committee's work;

- f) outlining processes to ensure broad consultation within the Department; and
  - g) outlining processes to ensure effective employment equity practices.
- 32.4 In the case of a joint appointment (whether the appointment is shared by Departments in the same Faculty or in different Faculties or by a Department and a non-departmentalized Faculty), the composition of the committee will be determined by the Home Unit but:
- 32.4.1 in addition to complying with s. 32.3 the committee must include Faculty Members holding Regular Academic Appointments elected from and by each Unit to which the Faculty Member is or will be appointed and they must, together, form a majority of the committee; and
  - 32.4.2 the number of Faculty Members from each Unit should reflect the proportionate share of the joint appointment that each has.
- 32.5 In structuring any committee, the Unit may decide to select its Faculty Member representatives to represent all ranks in the Department or may decide to require Faculty Members on the committee to be of a rank higher than that of the candidate to be evaluated or may adopt any other reasonable limit or requirement for membership that the Unit decides.

### **Membership of a Unit's Committee**

- 32.6 A committee established under this Article must have a minimum of three Faculty Members.
- 32.7 The Unit shall elect an alternate or, if no alternates have been elected, a Unit may elect a replacement Faculty Member to serve on a committee when a Faculty Member on a committee is unable to serve.
- 32.8 A Faculty Member who is on leave is not eligible to serve as a member of a committee under this Article other than in exceptional circumstances and with the approval of the Dean.
- 32.9 The Chair, or Dean or designate in the case of a non-departmentalized Faculty is the chair of the Unit's committee unless they are unable to serve as the chair in which case the committee will select another Faculty Member on the committee as its chair. The chair is a voting member of the committee.
- 32.10 A Faculty Member who is a candidate for Reappointment, Continuing Appointment, Tenure or Promotion may, in accordance with s. 32.11, question the composition of a committee on the grounds that:
- a) a committee member has a Conflict of Interest, or the candidate has a reasonable apprehension that the committee member is biased against the candidate; or
  - b) the membership of the committee does not include a person who is knowledgeable with regard to either the candidate's methods or field of research, or the candidate's teaching methods.
- 32.11 A question under s. 32.10 must be provided to the Dean in writing and must be made within ten Working days after the Faculty Member has been advised of the composition of the committee, or of a change in the composition of the committee. If a Faculty Member does not raise a question

regarding the composition of the committee within the time specified in this paragraph, the Dean may refuse to consider the question, and any later decision-maker may refuse to consider the composition of the committee on the grounds that the question was not raised in a timely fashion. Further, the decision may not be grieved on the ground that a committee member had a Conflict of Interest or there was a Reasonable Apprehension of Bias, if the question regarding the composition of the committee was not raised within the time specified.

32.12 The Dean will determine within five Working days of receipt of the question whether the question raised by the Faculty Member under s. 32.10 should result in a change to the composition of the committee after receiving submissions from the candidate, the Chair of the Department and, when applicable, any person whose membership on the committee has been questioned. Such persons will have 2 Working days to respond to the Dean's request for submissions. While the Dean is considering the matter, the committee will not undertake any discussion of the candidate.

32.13 Where the Dean agrees that the composition of the committee should be changed for reasons under s. 32.10 a), the Dean will direct the Department to replace the Faculty Member.

32.14 Where the Dean agrees that the composition of the committee needs augmentation for reasons under s. 32.10 b), the Dean will, following discussion with the Chair, direct the Chair to appoint a member to the committee who is knowledgeable with regard to either the candidate's methods or field of research or the candidate's teaching methods.

### **33. Consideration Process for Reappointment, Continuing Appointment, Promotion and Tenure**

33.1 The Faculty Evaluation Policy may set reasonable timelines for the conduct of the processes described in this Article provided that they are not later than those required in this Article.

33.2 This Article does not apply to appointments processes, but only to Reappointment, Continuing Appointment, Promotion and Tenure.

#### **Commencement of Consideration Process**

33.3 By April 15 of the year preceding the Academic Year in which a Faculty Member must be considered for Reappointment, Continuing Appointment, Promotion or Tenure, the Chair of the Faculty Member's Unit must notify the Faculty Member of the documentation that the Faculty Member will be expected to submit and, in the case of Tenure, that the Faculty Member is required to nominate referees by the dates specified.

33.4 By April 15 of the year preceding the Academic Year in which a Faculty Member intends to apply for Tenure and/or Promotion, a Faculty Member must so notify the Chair of the Unit in writing.

#### **Referees**

33.5 By May 15, referee nominee lists shall be exchanged. A Faculty Member who must be considered or who intends to apply for Tenure and/or Promotion in the next Academic Year shall nominate a minimum of six referees. The Unit's committee shall also nominate a minimum of six referees.

33.6 Letters of reference are used primarily to gain an external assessment of the scholarly achievements and creative activities (Research or Scholarly Activity) of candidates for Promotion

and Tenure; however, they may also be relevant to the assessment of Teaching effectiveness, professional achievement, and other criteria for both Research and Teaching Stream Faculty Members.

- 33.7 A minimum of three letters of reference is required for all applications for Tenure and/or Promotion. A Faculty may specify a higher minimum for some or all types of applications in the Faculty Evaluation Policy.
- 33.7.1 In the case of a consideration for Tenure and/or Promotion of a Teaching Stream Faculty Member, the Faculty Evaluation Policy may substitute two teaching peer reviews, no older than 18 months, for one of the external letters of reference. The peer review of Teaching process must be done in accordance with the guidelines established in the Faculty Evaluation Policy. The peer reviewer must be approved by the Dean.
- 33.8 All referees who are requested to submit a letter of reference must be established scholars or artists within the candidate's academic discipline or profession, or within a related discipline who are at a rank equal to, or above, the rank the candidate is applying for. Any exceptions are subject to approval by the Dean. Referees who have a demonstrated record of excellence in scholarship related to teaching or curriculum development may also be nominated, in the case of consideration for Teaching Professor. Referees whose familiarity with the candidate's work does not arise through extensive prior contact with the candidate should be included where possible.
- 33.9 Unless the Dean of the Faculty has granted approval, a referee must not hold an academic appointment at the University; be in Conflict of Interest as defined in Article 49 *Conflict of Interest and Reasonable Apprehension of Bias* have been the supervisor of the candidate's PhD (or equivalent academic degree) or the supervisor of the candidate's post-doctorate program; or be a co-author of any of the candidate's publications or a co-investigator on any of the candidate's research projects where the work will form a significant portion of the candidate's work that will be reviewed by the referee.
- 33.9.1 Notwithstanding s. 33.9, where a Faculty Member is being considered for Promotion to Associate Teaching Professor or Teaching Professor, one of the referees may hold an academic appointment at the University.
- 33.10 Within 10 days of the exchange of referee nominee lists under s. 33.5, the candidate and the committee may challenge the inclusion of referees on the other's list on the basis of Conflict of Interest or Reasonable Apprehension of Bias; or on the basis that the nominee is not qualified to assess the scholarly or creative achievements of the candidate.
- 33.11 Where a challenge to the inclusion of a referee has been made under s. 33.10 and the nominator refuses to nominate a substitute, the challenger shall state the grounds of the challenge in writing and request the Dean to determine the legitimacy of the challenge.

### **Selection of Referees and Disclosure**

- 33.12 By June 1 following the nomination of the referees, the candidate must select a minimum of two nominees from the Committee's list of nominees and notify the Chair of the Committee in writing of this selection. A Faculty may specify a higher minimum for some or all types of applications in the Faculty Evaluation Policy.
- 33.12.1 If the total number of nominees is less than four once both the candidate and the Committee have selected nominees, the candidate will then select an additional nominee,

followed by the Committee selecting an additional nominee, until four nominees have been selected.

- 33.13 After the Committee has received the candidate's written notice under s. 33.12 and before June 15, the committee must select a minimum of two nominees from the candidate's list of nominees and notify the candidate in writing of this selection. A Faculty may specify a higher minimum for some or all types of applications in the Faculty Evaluation Policy.
- 33.14 The selection of referees or their willingness to serve is not an appropriate factor in consideration of the candidate's application.
- 33.15 The candidate will disclose any previous or current relationship between the candidate and a person nominated as a referee including, those relationships specified in s. 33.9 and those relationships identified as potential conflicts of interest in Article 49 *Conflict of Interest and Reasonable Apprehension of Bias*. The candidate will provide a written statement of the extent of the relationship and the reason why each such referee the candidate nominates or intends to select should be used.

#### **Invitation to Referees to Serve and Material Sent to Referees**

- 33.16 By June 15, a candidate may at the candidate's discretion submit to the chair of the committee copies of or citations to scholarly or creative works that the candidate wishes to be made available to the referees prior to the date for distribution of materials as outlined in s. 33.21.
- 33.17 Where the candidate and the chair of the committee cannot agree on the scholarly or creative work or the evidence of Teaching performance that the referees will be requested to review, the referees will be sent copies of or citations to the scholarly or creative work and evidence of the candidate's Teaching performance that have been selected by both the candidate and by the chair of the committee.
- 33.18 Where a nominee who is invited to serve as referee either declines the invitation or does not, by August 31, signify their willingness to serve as a referee, a replacement will be selected from the same list from which the initial nominee was selected.
- 33.19 By September 1, a Faculty Member who will be considered for Reappointment, Continuing Appointment, Tenure or Promotion conferring Tenure (and by October 1, in the case of Promotion only), must submit the below documentation to the Chair. The Faculty may, in the Faculty Evaluation Policy, establish guidelines for the organization of the material listed below and require the candidate to submit a summary of any part of the material to be submitted.
- a) a curriculum vitae;
  - b) a teaching dossier;
  - c) copies of or citations to the scholarly or creative works that the candidate wants the committee and referees to consider (this must include but is not limited to those works provided under s. 33.22);
  - d) a summary of the candidate's major achievements during the period under review which at the option of the candidate may include a statement of any special circumstances during the period under review which may have affected the candidate's achievements during the period under review; and

- e) copies of other documents that the candidate wants the committee to consider. The candidate may elect to submit a brief statement to provide context to the submission to the referees if the candidate feels this is necessary to convey an adequate picture of their achievements.
- 33.20 A committee must not require a candidate to submit any material not in the candidate's Official Performance File.
- 33.21 By September 15 in the case of Tenure (or Promotion that will confer Tenure) and by October 15 in the case of Promotion, the chair of the committee will send to the referees who have signified their willingness to serve as a referee the information provided by the candidate as specified in s. 33.19 (except the candidate's teaching dossier in the case of Research Stream Faculty), a statement of whether the candidate is seeking Tenure or Promotion or both, and a copy of the applicable criteria and any relevant standards for the aspect or aspects of the decision on which the referee is asked to advise. A copy of the body of the letter sent to referees requesting a letter of reference shall be provided to the candidate.

### **Information Considered**

33.22 The information considered by the ARPT Committee will include:

- a) the criteria in the FEP, Unit Standard and this Agreement,
  - b) all items specified in s. 33.19,
  - c) letters from external referees and peer reviewers as collected under s. 33.7;
  - d) reviews of career progress and any responses to them under Article 26 *Review of Career Progress*;
  - e) evidence that supported the imposition of disciplinary action as specified in s. 46.7; and
  - f) materials arising from the consideration of the application through this Article (e.g. recommendations, responses to recommendations or requests for information).
- 33.23 The committee cannot consider information with regard to any unsubstantiated complaint. Where the committee will consider any additional sources of information, such sources shall be specified in the Faculty Evaluation Policy or Standard for the Unit.
- 33.24 Upon request for a confidential letter of reference or evaluation report, the candidate will be provided with a copy of the letter in a form that does not identify the author. If this is not possible, a summary should be prepared in a manner that is unlikely to disclose the identity of the author. Where the author agreed that the letter or report may be made available to the candidate and attributed to the author, the full letter or report may be provided to the candidate.
- 33.25 At least 10 days before the ARPT Committee is to make a decision on the application, either the candidate or the committee may request that the candidate meet with the committee. Any such request shall be in writing and shall be documented in the application file. If, during the decision-making process, the committee requires additional information to fairly evaluate the application or if the committee is considering a negative recommendation, the committee must request a meeting under s. 33.25. The notice requesting the candidate to meet with the committee shall clearly define what additional information is required by the committee and, where the committee is considering a negative recommendation, the specific areas of concern for the committee.

- 33.26 A candidate may make written or oral submissions to the ARPT Committee and may be assisted by another Member chosen by the candidate, including a representative of the Faculty Association.
- 33.27 The ARPT Committee shall take into account all of the information provided by the candidate in the evaluation of the application but may, in its discretion, ascribe differential weight to that information.

### **Recommendation from Department**

- 33.28 Immediately after conducting the ballot that determines the Unit committee's recommendation, the chair of the committee (where appropriate with the assistance of the members of the committee) shall prepare a draft Recommendation Report that reflects the opinion of both the majority and the minority of members of the committee in a balanced way.
- 33.29 The Recommendation Report shall outline the process followed, shall provide a definitive recommendation for, or against, the application, and shall provide a summary of the committee's assessment on all factors significant to their assessment of the candidate's academic record in relation to the relevant criteria set out in this Agreement, the Faculty Evaluation Policy and the Standard for the Unit, together with reasons for their recommendation.
- 33.30 Prior to sending the written Recommendation Report to the candidate, the chair will send to each member of the committee a copy of:
- a) the record showing the number of votes in favour of the recommendation and the number of votes against the recommendation; and
  - b) the draft Recommendation Report with an invitation to propose changes to it within one week.
- 33.31 After considering any proposed changes and seeking the committee's agreement on the Recommendation Report the chair will sign the Recommendation Report and send a copy to the candidate, to each member of the committee, and to the Dean.
- 33.32 The candidate shall acknowledge receipt of the Recommendation Report by signing a copy of the Recommendation Report and returning it to the chair. The candidate's signature on the Recommendation Report only constitutes an acknowledgement of the receipt of the Report. Where the candidate fails to or refuses to acknowledge receipt, the committee chair may attest to delivery.
- 33.33 The candidate may send to the Dean a written response to the Recommendation Report no later than 10 days after receipt of the Report. Any allegations of Conflict of Interest or Reasonable Apprehension of Bias in relation to the committee must be raised in accordance with s. 32.10 a).
- 33.34 The Chair of the committee shall send to the Dean the Unit's Recommendation Report and copies of all the documents and reference to all resources considered by the committee by the following date:
- a) Reappointment and Continuing Appointment: October 15 of the candidate's final contract year;
  - b) Tenure or Promotion which will confer Tenure: November 15 of the Academic Year in which the application is made; and
  - c) Promotion only: January 15 of the Academic Year in which the application is made.

## **Post-Unit Processes for Reappointment, Continuing Appointment, Promotion and Tenure**

### **Dean's Recommendation**

- 33.35 The Dean must consider the information specified in s. 33.22 for each application for Reappointment, Continuing Appointment, Tenure and/or Promotion and make their own recommendation to the President. The Dean will give detailed reasons for their recommendation and, if the Dean disagrees with the Unit committee's recommendation, must address the reasons for that disagreement. The Dean shall review the Recommendation Report to ensure that proper procedures have been followed, that all material in the file as defined in s. 33.22 has been considered, and that the recommendations are consistent with the evidence presented.
- 33.36 In reviewing the process and recommendation of the ARPT Committee, in assessing whether the recommendation is consistent with the evidence presented and in making their own assessment, the Dean will consider only the materials in s. 33.22 and s. 33.23 and any response of the candidate under s. 33.33. The Dean will apply the standards set out in the Agreement and in the Faculty Evaluation Policy and Standard for the Unit and will give substantial weight to the judgment of experts in the relevant discipline, including both peers at the University and external referees.
- 33.36.1 Should the Dean require clarification from the ARPT Committee, the Dean shall write to the committee with specific questions, and provide a copy to the candidate.
- 33.36.2 The committee shall respond in writing to the Dean's request within 5 days and shall provide a copy of that response to the candidate.
- 33.37 If the Dean finds that there have been procedural irregularities on the part of the ARPT Committee, and/or that the recommendation is not consistent with the evidence presented, the Dean shall refer the recommendation back to the committee for reconsideration.
- 33.38 If the Dean finds that procedural irregularities were the result of Conflict of Interest or Reasonable Apprehension of Bias, the Dean shall direct the Chair to reconstitute the ARPT Committee.
- 33.38.1 Where the file has been referred back to the committee under s. 33.37 or s. 33.38, all subsequent timelines in this Article will be extended by twenty (20) Working days.
- 33.39 Following receipt of an acceptable Recommendation Report from the Unit, the Dean shall provide a copy of the Dean's recommendation to the candidate.
- 33.40 The Dean shall transmit both their own recommendation and the Unit's Recommendation Report, together with all materials considered in those assessments to the Office of Faculty Relations and Academic Administration not later than:
- a) for Reappointment and Continuing Appointment: November 15 of the candidate's final contract year;
  - b) for Tenure or Promotion which confers Tenure: December 15; and
  - c) for Promotion: February 15.



33.41 The candidate may submit a written response to the Dean's recommendation to the Office of Faculty Relations and Academic Administration no later than 10 Working days after receipt of the Dean's recommendation.

**President's Consideration**

33.42 The President may consult the Dean, the Vice-President Academic and Provost and/or the Vice-President, Research regarding the application. Any such consultation shall be documented in writing, and this record shall be included in the file.

33.43 The President shall consider the recommendations of the ARPT Committee and the Dean and, where applicable, the advice of the Vice-President Academic and Provost and the Vice-President, Research. If the President is considering a decision which differs from that of the Unit committee, the President shall refer the file to the University Academic Appointments Committee. The President may refer the file to the University Academic Appointments Committee if the President is considering a decision which differs from any of the recommendations received. The President shall refer the file to the UAAC no later than:

- a) for Reappointment and Continuing Appointment: December 15 of the candidate's final contract year;
- b) for Tenure and Promotion that will confer Tenure: January 30; and
- c) for Promotion: March 15

**University Academic Appointments Committee**

33.44 By October 15, the President of the University and the President of the Faculty Association shall jointly appoint four Faculty Members, one alternate, and a Chair to the University Academic Appointments Committee, according to the following criteria;

- a) At least three seats must be filled by Research Stream Faculty Members with Tenure;
- b) At least one seat must be filled by a Teaching Stream Faculty Member with Tenure or Continuing Appointment.
- c) Each member must normally have served a minimum of two years on a committee that has considered Promotion and Tenure decisions.
- d) Where a case is referred to UAAC and either the President of the University or the President of the Faculty Association are of the view that the committee requires expertise specific to the nature of an application, they shall select one additional non-voting member for the committee reflecting that expertise.

33.45 UAAC members will absent themselves from any deliberations on any case where they have sat on the Unit committee that considered that case or where they are in a Conflict of Interest or there is a Reasonable Apprehension of Bias with respect to the particular candidate. Such questions shall be referred to and determined by the chair of the UAAC, who shall consult with the Office of Faculty Relations and Academic Administration. In the event a UAAC member cannot serve on a particular case, the alternate member will serve.

33.46 The UAAC will determine its recommendation by means of a secret ballot of members who are entitled to vote. The chair has a vote.

- 33.47 All members of the UAAC eligible to vote must vote on the UAAC's recommendations. No abstentions, absentee or proxy votes are permitted. To be eligible to vote, a UAAC member must have been present in person or via synchronous remote communication during the whole of the proceedings of the UAAC relevant to the decision.
- 33.48 The chair must record in writing the results of the ballot conducted with regard to the recommendation. The record must include the number of votes in favour and the number of votes against.
- 33.49 All discussions by members at meetings of the UAAC are confidential. Members must not disclose or discuss the committee proceedings, opinions expressed during the committee's proceedings, or the committee's recommendations except as otherwise provided in this Agreement or as required by law.
- 33.50 The University Secretary must retain the records of the committee, including any ballots cast, as required by University policies.
- 33.51 When the UAAC reviews an application, the UAAC reviews the entire file of the candidate, including all recommendations and all responses, and will make a recommendation to the President based on the criteria of this Agreement, the relevant Faculty Evaluation Policy and the Standard for the Unit.
- 33.52 The candidate will be advised of the UAAC's proposed recommendation with reasons in writing. The candidate may, upon giving 5 Working days notice to the UAAC, make an oral presentation or written submission to the UAAC. The candidate may be assisted by a representative of the Faculty Association.
- 33.53 The final recommendation of the UAAC will be sent to the President and shall include detailed reasons for its decision and will be copied to the candidate, the chair of the Unit committee, the Dean, the Vice-President Academic and Provost, and the Faculty Association.
- 33.54 The UAAC may only make the following recommendations to the President:
- a) That the application be granted based on the view of the UAAC that the candidate met the academic standards required;
  - b) That the application not be granted based on the view of the UAAC that the candidate did not meet the academic standards required;
  - c) That, for reasons related to procedural error, the application should be reconsidered either by the President, the Dean or by a newly constituted Unit committee. In such a case, the process for re-consideration shall follow the normal process for initial consideration.
- 33.55 The UAAC will forward its report including any submissions made by the candidate, to the President, copied to the candidate, the Dean, the Vice-President Academic and Provost, and the Faculty Association by the following dates:
- a) for Reappointment and Continuing Appointment: January 30 of the candidate's final contract year;
  - b) for Tenure and Promotion that will confer tenure: February 28; and
  - c) for Promotion: April 15.

## President's Decision

33.56 The President shall consider the recommendations of the ARPT Committee and the Dean and, where applicable, the advice of the Vice-President Academic and Provost, the Vice-President Research and the UAAC, in making a decision.

33.57 The candidate will be notified of the President's decision by the following applicable date:

- a) for Reappointment and Continuing Appointment: February 15 of the candidate's final contract year;
- b) for Tenure and Promotion that will confer Tenure: March 15; and
- c) for Promotion: May 1.

33.58 Where the President does not grant Reappointment, Continuing Appointment, Tenure and/or Promotion, the President shall notify the candidate and provide the candidate with written reasons for the decision. Where the decision involves reconsideration, the notice shall indicate the procedure to follow.

33.59 Where the President decides that a reconsideration is required, the candidate's employment shall be maintained until such time as the reconsideration is completed.

## Grievance

33.60 Where there is no decision allowing for reconsideration, the Association may grieve the decision not to award Reappointment, Continuing Appointment, Promotion and/or Tenure pursuant to the provisions of Article 47 *Dispute Resolution*.

# Part 8: Leaves

## 34. Study Leave: Faculty

34.1 Study Leave is provided to Research Stream Faculty Members to enable them to engage in Research, scholarly, and creative activities. It is provided to Teaching Stream Faculty Members to enable them to engage in activities that will enhance the Faculty Member's Teaching performance as defined in Article 25 *Evaluation of Members*, and thereby assist the University to achieve greater excellence in the areas of effective teaching and the advancement of research enriched teaching and learning. Its purpose is to provide an extended period of time, uninterrupted by Teaching and Service responsibilities, for Faculty Members to enhance and increase their knowledge, expertise or Teaching effectiveness in their respective academic disciplines.

34.2 Faculty Members who are on Study Leave will not serve on University, Faculty, or departmental committees without the approval of the Faculty Member's Dean.

34.3 Study Leave is not granted automatically and approval will be contingent on the merits of an application for Study Leave.

- 34.4 October 1 is the deadline for an eligible Faculty Member to submit an application for Study Leave to the Chair of the Faculty Member's Unit for a Study Leave that will commence in the Academic Year following the year in which the application is made.
- 34.5 Faculty Members who apply for Study Leave by October 1 will be notified by January 31 whether the application has been approved.

### **Deferral of Study Leave**

- 34.6 The Parties recognize the importance of maintaining academic programs at a level that will enable students to complete the requirements of their respective degree programs. The University has the right to defer a Faculty Member's Study Leave in order to fulfill the Unit's teaching commitments and graduate student supervision obligations. The number of consecutive deferrals of an approved Study Leave is limited to one unless the Faculty Member otherwise agrees.
- 34.7 Where a Faculty Member's approved Study Leave is deferred at the University's request, the period of deferral counts as eligible service toward a Study Leave that follows the deferred Study Leave under s. 34.11. The approval of this Study Leave will be valid so long as the University continues to defer the Study Leave.

### **Approval Process**

- 34.8 The Chair or, in the case of a Faculty without departments, an Associate Dean will review each application for Study Leave and make a recommendation to the Dean that includes:
- a) an assessment of the merit of the Faculty Member's proposed Research or Scholarly Activity or of the other activities or projects to fulfill the purposes for which Study Leave is granted under s. 34.1;
  - b) confirmation that a Faculty Member's proposed arrangements with regard to any use of space or facilities at the University or at other institutions are suitable;
  - c) where the applicant has previously been granted a Study Leave at the University: confirmation of whether or not the applicant submitted a Study Leave report upon the completion of the Study Leave; a brief comment on the Research or Scholarly Activity, as appropriate, that were undertaken during the Faculty Member's last Study Leave; a brief assessment of the Faculty Member's scholarly achievements, Teaching performance and other contributions as appropriate to the Faculty Member's Academic Responsibilities since the Faculty Member's last Study Leave;
  - d) an assessment of the Unit's ability to fulfill adequately its academic responsibilities during the period of the Faculty Member's Study Leave; and
  - e) confirmation that suitable arrangements will be made for the supervision of graduate students who are being supervised by the Faculty Member.
- 34.9 Applications for Study Leave are considered by the Dean who determines whether an application will be approved after determining whether the Faculty Member satisfies the eligibility requirements for a Study Leave, and considering the recommendations of the Chair or the Associate Dean.

34.10 In calculating the number of years of service in the employment of the University for the purpose of determining a Faculty Member's eligibility for Study Leave, the following periods, if for a period of more than four weeks, are not counted as eligible years of service:

- a) Leave without Salary;
- b) Study Leave;
- c) administrative leave;
- d) Political Leave;
- e) Compassionate Leave Without Salary;
- f) disciplinary suspension;
- g) any period when the Faculty Member is on Long-Term Disability except periods on a return to work program as provided for in s. 34.33;
- h) any period prior to the Faculty Member's last Study Leave other than as defined in s. 34.7 or s. 34.11;
- i) any period that the Faculty Member held an appointment at another academic institution unless the credit for such service is expressly granted in the Faculty Member's appointment letter; and
- j) any period that is counted as service for an administrative leave.

34.11 Where a Faculty Member is granted Study Leave, and the number of years of eligible service prior to the leave exceeds the required period of service, the Faculty Member may apply the unused years, to a 2-year maximum, to the next Study Leave.

### **Return to Work from Leave**

34.12 Faculty Members who take a Study Leave are under an obligation to return to the University for a period of time that is equal to the length of the Study Leave. This provision may be waived with the consent of the Vice-President Academic and Provost.

34.13 A Faculty Member who does not fulfill this obligation to return to the University is in breach of contract with the University and will be required to repay 50% of the net salary paid to the Faculty Member during the period of leave, unless the Vice-President Academic and Provost expressly releases the Faculty Member from this obligation.

### **Duration of Leaves**

34.14 Based on years of service in the employment of the University since the completion of the Faculty Member's last Study Leave, or since the date of appointment where the Member has not previously had a Study Leave, a Faculty Member will be eligible for:

- a) a half Study Leave after a minimum of three years of service (which means four months for Teaching Stream faculty, and six months for Research Stream faculty); or

- b) a full Study Leave after a minimum of six years of service (which means eight months for Teaching Stream faculty, and twelve months for Research Stream faculty).
- 34.15 A full Study Leave (eight months) will release a Teaching Stream Faculty Member so that the Member has two successive terms clear of Teaching and Service with no courses owing.
- 34.16 A half Study Leave (four months) will release a Teaching Stream Faculty Member so that the Member has at least one term clear of Teaching and Service with no courses owing.
- 34.17 A Faculty Member with Reduced Workload is eligible for Study Leave of the same duration as for a Faculty Member with a Normal Workload, and is eligible to receive Study Leave after the same period of service as a Member with a Normal Workload, however salary will be pro-rated in accordance with the Member's Workload arrangements during the qualifying period.

### **Compensation While on Leave**

- 34.18 A Faculty Member on Study Leave will receive 90% of their base salary for the duration of the Study Leave.
- 34.19 The University and the Faculty Member will continue to contribute fully to pension and the University's benefit plan for Faculty and Librarians in the same manner as if the Faculty Member were not on Study Leave.
- 34.20 If a Faculty Member's salary is increased during the period of Study Leave, the effect of the increase will be reflected in the remaining portion of the Study Leave salary.
- 34.21 Prior to the salary adjustment review immediately following the completion of a Study Leave, a Faculty Member shall submit a Study Leave report to the Faculty Member's Chair, with a copy to the Dean. The report shall include whether activities undertaken during the Study Leave varied from the approved Study Leave application and, if so, the nature of the variation.
- 34.22 The Study Leave report submitted by a Research Stream Faculty Member shall provide an account of the Research activities undertaken during the Study Leave, and shall comment on how the Faculty Member expects the Research activities undertaken during the Study Leave will contribute to or enhance one or more of the Faculty Member's Research publications or creative works, or Teaching effectiveness.
- 34.23 The Study Leave report submitted by a Teaching Stream Faculty Member shall provide an account of the Scholarly Activity undertaken during the Study Leave and shall comment on how the Faculty Member expects those activities will contribute to or enhance the Faculty Member's effective Teaching and the advancement of research-enriched teaching and learning at the University.

### **Conditions of Leave**

- 34.24 Any significant modification to a Study Leave project that has been approved by the Dean must be approved by the Faculty Member's Dean on recommendation from the Faculty Member's Chair or, in a Faculty without Departments, the Associate Dean.

- 34.25 For Teaching Stream faculty, a Study Leave shall commence on September 1, January 1, or May 1. For Research Stream faculty, a Study Leave shall commence on either July 1 or January 1. With the approval of the Dean, a Study Leave may commence on another date.
- 34.26 During a period of Study Leave, a Faculty Member continues to be an employee of the University, is subject to this Agreement and University policy, and is expected to devote their time to the purposes for which Study Leave is granted. A Faculty Member remains subject to the provisions under Article 48 *Conflict of Commitment (External Professional Activities)*.
- 34.27 A Faculty Member who provides instruction or other services at another post-secondary institution during Study Leave, while complying with Article 48 *Conflict of Commitment (External Professional Activities)*, may receive remuneration, subject to this Article.
- 34.28 A Faculty Member may not accept remuneration or enter into an employment relationship with another employer that is incompatible with the provisions in Article 48 *Conflict of Commitment (External Professional Activities)* or the policies that apply to a Faculty Member who is not on Study Leave. Any exception to this restriction must be consistent with the purposes for which Study Leave is provided and requires the prior written approval of the Vice-President Academic and Provost.
- 34.29 If, during Study Leave, a Faculty Member whose service over the qualifying period was 1 FTE receives remuneration that, taken together with their salary during Study Leave, equals more than 125% of the Faculty Member's regular salary for the period, the Faculty Member must disclose in writing to the Dean the nature and extent of the activities from which the remuneration was derived.

### **Study Leave and Administrative Leave**

- 34.30 When a Faculty Member is appointed to an administrative position within the University, any Study Leave eligibility that the Faculty Member has accumulated prior to the commencement of the administrative appointment is deferred until completion of the term of the administrative appointment and any reappointment, and may be counted toward eligibility for a future Study Leave.
- 34.31 If a Faculty Member who is appointed to an administrative position within the University does not acquire a sufficient number of years of eligible service to become eligible for an Administrative Leave, those years of administrative service to the University are regarded as years of eligible service toward a Study Leave.

### **Study Leave, Sick Leave and Long-term Disability**

- 34.32 A Faculty Member may not apply for a Study Leave that will commence while the Faculty Member is on Sick Leave or Long-Term Disability (LTD) or that will commence during any return to work program.
- 34.33 A Member on Sick Leave continues to accrue credit toward Study Leave. In accordance with s. 34.10 g), a Member on Long-Term Disability shall accrue credit toward Study Leave based on pro-rata service during an approved Return to Work program.

34.34 Where a Member becomes ill or disabled while on Study Leave, the Study Leave may be cancelled under s. 39.28, and replaced under s. 39.29.

## **35. Study Leave: Librarians**

- 35.1 Study Leave is provided to eligible Librarians to enable them to engage in a professional project (which may include research, scholarship or registration in a course of study with regard to librarianship, archival studies or an academic or technical subject) for an extended period of time for the purpose of increasing knowledge related to the Librarian's Professional Responsibilities, advancing academic librarianship, or enhancing the Librarian's ability to meet changing needs in the Libraries.
- 35.2 Librarians who are on Study Leave will not serve on committees of the University or the Libraries without the approval of the University Librarian.
- 35.3 Study Leave is not granted automatically and is subject to approval of an application for Study Leave.
- 35.4 An eligible Librarian will submit an application for Study Leave to the University Librarian not less than six months prior to the intended commencement of the Study Leave.

### **Approval Process for Librarian Study Leaves**

- 35.5 The University Librarian will review each application for Study Leave and determine whether the Study Leave should be approved, based upon the following factors:
- a) an assessment of whether the Librarian's proposed professional project has merit;
  - b) confirmation that a Librarian's proposed arrangements for any use of space or facilities at the University or another institution are suitable;
  - c) a brief assessment of the Librarian's Professional Performance, Scholarly and Professional Achievement, and Service since the Librarian's last Study Leave;
  - d) an assessment of the ability of the Librarian's Unit to fulfill its operational requirements during the period of the Librarian's Study Leave; and
  - e) a determination of whether the Librarian satisfied the eligibility requirements.

### **Notification and Modification of a Study Leave Proposal**

- 35.6 A Librarian who has applied for Study Leave will be notified in writing within one month of submitting the application to the University Librarian if the application has been denied. The decision to deny a Study Leave can be appealed in accordance with the procedure outlined in *Article 37 Leave Appeal Procedures*. A successful applicant will be notified in writing within one month or as soon thereafter as is practical.
- 35.7 Any significant modification to a Study Leave proposal that has been approved by the University Librarian must be approved by the University Librarian.



### **Obligation to Return**

- 35.8 A Librarian who takes a Study Leave is obliged to return to the University for a period of time that is not less than the length of the Study Leave. This provision may be waived with the consent of the Vice-President Academic and Provost.
- 35.9 A Librarian who does not fulfill this obligation to return to the University is in breach of contract with the University and will be required to repay 50% of the net salary paid to the Librarian during the period of leave, unless the Vice-President Academic and Provost expressly releases the Librarian from this obligation.

### **Eligibility and Remuneration**

- 35.10 A Librarian who has completed a minimum of three years' continuous full-time service at the University as a Librarian or who has completed a minimum of three years of continuous full-time service since their last Study Leave will be entitled to Study Leave on the basis of three months Study Leave at 100% of the Librarian's base salary.
- 35.11 A Librarian who has completed a minimum of six years' continuous full-time service at the University as a Librarian or who has completed a minimum of six years of continuous full-time service since their last Study Leave will be entitled to Study Leave on the basis of six months Study Leave at 100% of the Librarian's base salary.
- 35.12 In calculating the number of years of service in the employment of the University for the purpose of determining a Librarian's eligibility for Study Leave, the following periods, if for a period of more than four weeks, are not counted as eligible years of service:
- a) Leave Without Salary;
  - b) Study Leave;
  - c) administrative leave
  - d) Political Leave;
  - e) Compassionate Leave Without Salary;
  - f) disciplinary suspension;
  - g) any period when the Librarian is on Long-Term Disability except periods on a return to work program as provided for in s. 35.24; and
  - h) any period prior to the Librarian's last Study Leave, except as provided for in s. 35.13 and s. 35.22.
- 35.13 Where a Librarian is granted Study Leave under this Article, and the number of years of eligible service prior to the leave exceeds the required number of years of service, the unused years, up to a 2-year maximum, may be counted as eligible service for the next Study Leave.
- 35.14 If a Librarian's salary is increased during the period of Study Leave, the effect of the increase will be reflected in the remaining portion of the Study Leave.
- 35.15 The University and the Librarian will continue to contribute fully to the pension and the University's benefit plan for Faculty and Librarians as if the Librarian were not on Study Leave.

- 35.16 During a period of Study Leave, a Librarian continues to be an employee of the University, subject to this Agreement and University policy, and is expected to devote their time to the purposes for which Study Leave is granted. A Librarian remains subject to the provisions under Article 48 *Conflict of Commitment (External Professional Activities)*.
- 35.17 A Librarian who provides instruction or other services at another institution during Study Leave while complying with Article 48 *Conflict of Commitment (External Professional Activities)*, may receive remuneration subject to this Article.
- 35.18 A Librarian may not accept remuneration or enter into an employment relationship with another employer that is incompatible with the provisions in Article 48 *Conflict of Commitment (External Professional Activities)* or the policies that apply to a Librarian who is not on Study Leave. Any exception to this restriction must be consistent with the purposes for which Study Leave is provided and requires the prior written approval of the Vice-President Academic and Provost.
- 35.19 If, during Study Leave, a Librarian whose service over the qualifying period was 1 FTE receives remuneration that, taken together with their salary during Study Leave, equals more than 125% of the Librarian's regular salary for the period, the Librarian must disclose in writing to the University Librarian the nature and extent of the activities from which the remuneration was derived.

### **Study Leave Report**

- 35.20 Within ninety days following the completion of a Study Leave, a Librarian must submit a Study Leave report to the University Librarian that provides an account of:
- a) the research, scholarly activity, or professional project undertaken during the Study Leave; and
  - b) how the Librarian expects the research, scholarly activity, or professional project undertaken during the Study Leave will contribute to or enhance the Librarian's ability to meet changing needs in the Libraries.

### **Deferment of Study Leave at the Request of University**

- 35.21 The number of Study Leaves that can be granted in each year is contingent upon suitable arrangements being made within the University Libraries to fulfill the University Libraries' service obligations during the period of Study Leave.
- 35.22 Where a Librarian is granted Study Leave by the University Librarian and such leave is subsequently deferred at the request of the University, the period of deferment may be counted as eligible service toward a Study Leave that follows the deferred leave. The approval of the deferred Study Leave by the University Librarian continues to be valid so long as the University continues to defer the Study Leave.

### **Study Leave, Sick Leave and Long-term Disability**

- 35.23 A Librarian may not apply for a Study that will commence while the Librarian is on Sick Leave or LTD or that will commence during any return to work program.
- 35.24 A Member on Sick Leave continues to accrue credit toward Study Leave. In accordance with s. 35.12 g), a Member on Long-Term Disability shall accrue credit toward Study Leave based on pro-rata service during an approved Return to Work program.
- 35.25 Where a Member becomes ill or disabled while on Study Leave, the Study Leave may be cancelled under s. 39.28, and replaced under s. 39.29.

## Scholarly and Professional Activity Days

35.27 The University recognizes the desirability of allowing Librarians with Regular Librarian Appointments to designate fourteen days annually to pursue, inter alia, research in an academic subject, archival studies or librarianship; creative work; completion of relevant educational programs or courses; planning, implementing or participating in workshops or conferences; participation in scholarly, library or professional associations; and professional expertise used in service to the community at large. Procedures for scheduling these days are outlined in the Scholarly and Professional Activities Guidelines of the Libraries which will only be revised by mutual agreement between the University Librarian and the Librarians.

## 36. Administrative Leave

36.1 Administrative Leave is provided to Faculty Members who have served as a Chair of a Department as follows:

- a) A Member who has served a single term of five years as a Chair of a Department is eligible for twelve months of Administrative Leave; and
- b) A Member who has served a term of three years as a Chair of a Department is eligible for six months of Administrative Leave; and
- c) A Member with a term of five years as a Chair of a Department can elect to take six months of Administrative Leave after serving three years and an additional six months of Administrative Leave after serving the final two years.

36.2 A Member has no right to use accrued service credit or to receive pay in lieu of accrued service credit in the event they resign or retire prior to completion of the eligibility requirements in s. 36.1.

36.3 The purpose of Administrative Leave is to enable eligible Faculty Members to renew themselves with regard to the resumption of their regular Academic Responsibilities.

36.4 Faculty Members who are on Administrative Leave will not serve on University, Faculty, or Departmental committees without the approval of the Faculty Member's Dean.

36.5 Administrative Leave is not granted automatically and is subject to approval by the Dean, who will determine whether the Member satisfies the eligibility requirements for Administrative Leave.

36.6 October 1 is the deadline for an eligible Faculty Member to submit an application for Administrative Leave to the Member's Dean for an Administrative Leave that will commence on July 1 or January 1 of the Academic Year following the year in which the application is made.

36.7 The remuneration of a Faculty Member on Administrative Leave will normally be at 100% of their regular salary, less any administrative stipend.

36.8 The University may change the remuneration of Faculty Members on Administrative Leave, provided the remuneration payable complies with s. 36.7. Any such change is not subject to negotiation with the Association, nor will it be charged against any Agreement.

36.9 The following Sections of Article 34 *Study Leave: Faculty* apply to Administrative Leaves under this Article:

- a) s. 34.5 notification of approval;
- b) s. 34.12 and s. 34.13 obligation to return;
- c) s. 34.21 to s. 34.23 leave report;
- d) s. 34.24 modification of leave project after approval;
- e) s. 34.25 commencement of leave;
- f) s. 34.27 to s. 34.29 restrictions on supplementary employment during leave; and
- g) s. 34.26 continued application of University policies;
- h) s. 34.3 approval is on the merits of the application.

## **37. Leave Appeal Procedures**

37.1 The leave appeal procedures apply to the following types of leaves:

- a) Study Leave: Faculty Members;
- b) Study Leave: Librarians; and
- c) Administrative Leave.

37.2 If the Dean or University Librarian declines to approve a leave application, they will give the Member written reasons for the decision that will accompany the notification of the decision.

37.3 By not later than 30 days after receiving notice from the Dean or University Librarian declining to approve a leave to which this Article applies, the Member may appeal the denial of leave by sending a written notice of appeal to the Vice-President Academic and Provost who will decide the appeal in accordance with this Article. A deferral of study leave by the University pursuant to Article 34 *Study Leave: Faculty* or Article 35 *Study Leave Librarians* does not constitute a denial of leave and may not be appealed.

37.4 In an appeal under this Article, the issue to be determined by the Vice-President Academic and Provost is whether a reasonable person could have made the decision of the Dean or University Librarian upon considering the Member's leave application in the context of:

- a) the purposes of leave; and
- b) the recommendations of the Dean and the Chair or, in a Faculty without departments, the Associate Dean, or of the University Librarian.

37.5 After receiving written submissions from the Member and the Dean or University Librarian, the Vice-President Academic and Provost will decide whether or not the appeal should be granted and will send copies of the decision to the President of the Association, the Member and the Dean or University Librarian. The Association has the right to represent the Member in the appeal process.

37.6 The decision of the Vice-President Academic and Provost may be grieved by the Association under the provisions of Article 47 *Dispute Resolution* of this Agreement.

## **38. Maternity, Parental and Adoption Leave**

38.1 This Article applies to the following categories of Members who are referred in this Article as “Eligible Members”:

- a) Faculty Members who hold a Regular Academic Appointment;
- b) Effective July 1, 2020, Faculty Members with Limited-Term appointments of at least one year in duration with at least 0.8 FTE;
- c) Members who hold a Regular Librarian Appointment;
- d) Effective July 1, 2020, Librarians with Limited-Term appointments of at least one year in duration with at least 0.8 FTE.

38.2 University supplementary top-up benefits described in this Article are contingent on the Member applying for the maximum Employment Insurance (“EI”) benefits available to the Member under the *Canada Employment Insurance Act*, and all leaves are subject to the provisions and regulations of both the *BC Employment Standards Act* and the *Canada Employment Insurance Act*. The relationship between University supplementary top-up benefits and EI benefits is described in s. 38.4.

### **Maternity and Parental Leave: Birth Mother**

38.3 An Eligible Member who is the birth mother of a newborn child is entitled to the following types of leave and supplementary top-up benefits.

38.4 The birth mother is entitled to 17 consecutive weeks of Maternity Leave from the University. The Leave can commence up to 12 weeks before the expected birth date, but no later than the actual birth date.

38.4.1 During the first one week of leave (which is the waiting period for Employment Insurance benefits) the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member’s regular salary, providing the Member has made application for EI maternity benefits.

38.4.2 During the remainder of Maternity Leave, to a maximum of 16 weeks, the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member’s regular salary, less any amount of EI maternity leave benefits for which the Member is eligible.

38.4.3 Further unpaid Maternity Leave of up to six consecutive weeks will be granted where the birth mother is unable to return to work for reasons related to the birth, as certified by a qualified medical practitioner.

38.5 The birth mother is entitled to 61 consecutive weeks Parental Leave from the University beginning immediately after the end of the Maternity Leave.

- 38.5.1 During the first 18 weeks of Parental Leave the University will pay the birth mother a University supplementary top-up benefit equal to 95% of the Member's regular salary, less any amount of EI parental benefits for which the Member is eligible.
- 38.5.2 The remaining 43 weeks of Parental Leave are without pay from the University, however the birth mother may be eligible for continued Employment Insurance parental benefits during this period.
- 38.5.3 For the last week of Parental Leave, regardless of the length of Parental Leave chosen, the Member will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.
- 38.5.4 Where a Member is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the Parental Leave available under this Article is extended by:
- a) five weeks where the Member has elected to receive the standard parental benefit of 35 weeks, such that the total Parental Leave is extended to 40 weeks; or
  - b) eight weeks where the Member has elected to receive the extended parental benefit of 61 weeks, such that the total Parental Leave is extended to 69 weeks.
- 38.5.5 In special cases where a child has a physical, psychological or emotional condition certified by a qualified medical practitioner and requires an additional period of parental care, Parental Leave without pay may be provided for up to five additional weeks beginning immediately after the end of the Parental Leave.
- 38.6 The birth mother and co-parent as defined in s. 38.8 can share the 61 weeks of EI parental benefits (69 weeks if eligible for EI Parental Sharing Benefit). Where the co-parent is also an Eligible Member, the birth mother may assign one or more weeks of the 18 week University supplementary top-up benefit to the co-parent, providing the co-parent also applies for the EI parental benefits during this period.
- 38.7 The total number of weeks of Maternity Leave with a University supplementary top-up benefit, Parental Leave with a University supplementary top-up benefit, and Parental Leave without pay for a birth mother is limited to 78 weeks, unless extended under s. 38.4.3 and s. 38.5.5.

### **Parental Leave: Co-Parent**

- 38.8 For the purposes of this Article, "co-parent" means the birth father of a newborn child or another person who is recognized by the birth mother of a newborn child as her life partner and who will act as a parent in relation to the child, but excludes an adoptive parent. An Eligible Member who is the co-parent of a newborn child is entitled to the following types of leave and supplementary top-up benefits.
- 38.9 The co-parent is entitled to 62 consecutive weeks Parental Leave of absence from the University that may be taken anytime within 18 months of the birth.
- 38.9.1 Where the birth mother is not an Eligible Member, or where the birth mother has assigned all parental University supplementary top-up benefits to the co-parent under s. 38.6, then during a period not exceeding the first 18 weeks of Parental Leave benefits, the University will pay the co-parent a University supplementary top-up benefit equal to 95%

of the Member's regular salary, less any amount of EI parental leave benefits for which the Member is eligible.

- 38.9.2 Where the birth mother is an Eligible Member and assigns a portion of the parental University supplementary top-up benefits to the co-parent under s. 38.6, then for the portion of the 18 weeks assigned, the University will pay the co-parent a University supplementary top-up benefit equal to 95% of the co-parent Member's regular salary, less any amount of EI parental leave benefits for which the Member is eligible.
- 38.10 Where the birth mother is an Eligible Member who has opted to take all of the parental University supplementary top-up benefit then any Parental Leave of absence taken by the co-parent will be without pay for a maximum period of 43 weeks within the 18 months after the child's birth. In special cases where a child has a physical, psychological or emotional condition certified by a qualified medical practitioner and requires an additional period of parental care, Parental Leave without pay may be provided for up to five additional weeks beginning immediately after the end of the Parental Leave.
- 38.11 Where a Member is required to serve the one-week waiting period for Employment Insurance parental benefits, for the last week of Parental Leave, regardless of the length of Parental Leave chosen, the Member will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.
- 38.12 Where a Member is eligible for Employment Insurance (EI) Parental Sharing Benefit, the duration of the Parental Leave available under this Article is extended by:
- a) five weeks where the Member has elected to receive the standard parental benefit of 35 weeks, such that the total Parental Leave is extended to 40 weeks; or
  - b) eight weeks where the Member has elected to receive the extended parental benefit of 61 weeks, such that the total Parental Leave is extended to 69 weeks.

### **Parental Leave: Adoptive Parents**

- 38.13 An Eligible Member who is a parent of a newly adopted child is entitled to the following leave and supplementary top-up benefits.
- 38.14 An adoptive parent is entitled to 62 consecutive weeks Parental Leave from the University that may be taken anytime within one year after the child is placed with the parent.
- 38.14.1 During the first one week of leave (which is the waiting period for Employment Insurance benefits) the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member's regular salary, providing the Member has made application for EI parental leave benefits for a period of at least 18 weeks.
- 38.14.2 During the next 17 weeks Parental Leave the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member's regular salary, less any amount of EI parental benefits that the Member is eligible for.
- 38.15 Where both adoptive parents are Eligible Members, they may divide the 18 weeks of University supplementary top-up benefits provided in s. 38.14. Where the parents share parental EI benefits, only a one week waiting period must be served.

- 38.16 The remaining 44 weeks of Parental Leave are without pay from the University to be taken within 18 months after the child is placed with the parent; however, an adoptive parent may be eligible for continued EI parental benefits during this period.
- 38.17 Additional Parental Leave without pay may be provided to parents of an adopted child for a maximum of five additional weeks, which can be taken in any combination before the commencement or after the end of Parental Leave. This additional leave may not be unreasonably withheld.
- 38.18 Where a Member is required to serve the one week waiting period for Employment Insurance parental benefits, for the last week of Parental Leave, regardless of the length of Parental Leave chosen, the Member will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.
- 38.19 Where a Member is eligible for Employment Insurance (EI) Parental Sharing Benefit, the duration of the Parental Leave available under this Article is extended by:
- a) five weeks where the Member has elected to receive the standard parental benefit of 35 weeks, such that the total Parental Leave is extended to 40 weeks; or
  - b) eight weeks where the Member has elected to receive the extended parental benefit of 61 weeks, such that the total Parental Leave is extended to 69 weeks.

#### **Employment Insurance Act and Supplementary Top-Up Benefits**

- 38.20 All University supplementary top-up benefits payable by the University under this Article must in be accordance with the plan that has been filed by the University with Canada Employment and Social Development Canada pursuant to the *Employment Insurance Act* regulations. All payments by the University will commence when the Member provides proof that the Member is receiving Employment Insurance benefits, or that they are disqualified from Employment Insurance maternity or parental benefits because of an insufficient number of insurable weeks. Notwithstanding any other Section in this Article, the University supplementary top-up benefits are equal to 95% of regular salary, less the amount of EI maternity or parental benefits that the Member is receiving, or the amount of EI benefits that the Member would have received if the Member qualified for EI benefits at the rate of fifty-five (55%) of average weekly EI insurable earnings. The Employment Insurance Commission cannot provide such proof until after the leave has commenced and the University has issued a Record of Employment form. Hence, University supplementary top-up benefits will be made retroactively. To avoid additional delays in qualifying for benefits, Members should request the Record of Employment form from the Payroll department in Accounting be sent electronically to the Employment Insurance Office as soon as it is available. If the amount of any EI benefits received by an Eligible Member is subsequently reassessed under either the *Employment Insurance Act* or the *Income Tax Act*, there is no recourse to the University with regard to any amount required to be repaid by the Member.

#### **Personnel Benefit Programs**

- 38.21 During any period of leave with University supplementary top-up benefits under this Article, the Member is required to pay their share of the cost of personnel benefits programs in which the Member is enrolled during the full term of the leave. Likewise, the University will continue to pay its share of the cost of the personnel benefits program of the Member. During any periods of unpaid Parental Leave, the Member may continue any or all of the personnel benefits programs in



which the Member is enrolled. The University will continue to pay its share of the cost of the benefits that the Member chooses to continue.

### **Further Leave of Another Type**

- 38.22 An application for further Leave Without Salary, Sick Leave (with regard to any medical complications related to the pregnancy, birth or termination of pregnancy), Compassionate Care Leave, Compassionate Leave Without Salary, or Special Leave may be made prior to, during, or after the Maternity or Parental Leave periods. Any such application must be made in accordance with the provisions of the applicable Article governing that type of leave.
- 38.23 The Member is expected to request leave through the Chair of their Department (University Librarian in the case of a Librarian) in writing, providing at least four weeks notice.

## **39. Sick Leave, Long-Term Disability, Return to Work, and Medical Accommodation**

- 39.1 The provisions of this Article will be interpreted to recognize the mutual interest shared by the Member and the University in promoting the health of the Member and in appropriately minimizing the adverse impact of the Member's illness or disability on the Member's career progress. Both parties share a mutual responsibility to cooperate in the processes set out in these sections.
- 39.2 Members are entitled to be accompanied by an Association representative to any meetings or informal discussions that take place in relation to processes or discussions arising from this Article pertaining to Sick Leave, Long-Term Disability, return to work and medical accommodation.

### **Eligibility for Sick Leave**

- 39.3 Faculty Members holding Regular Academic Appointments and Librarians holding Regular Librarian Appointments are eligible for Sick Leave under this Article and are collectively referred to as "Eligible Member" or "Eligible Members".
- 39.4 Effective July 1, 2020, Faculty Members with Limited Term appointments of at least one year in duration and 0.8 FTE or greater and Librarians with Limited-Term appointments of at least one year in duration and 0.8 FTE or greater shall be eligible for Sick Leave under this Article.
- 39.5 Where the University has reasonable cause to believe that a Member is unable to undertake their Academic or Professional Responsibilities or to engage in their work in a safe or satisfactory manner due to illness or injury, the University may require the Member to provide the University with medical documentation indicating the Member is medically able to undertake their work in a safe and satisfactory manner. The University may require an independent medical report prepared by a physician or medical specialist nominated by the University, at the University's cost.
- 39.5.1 Where the University requires an independent medical report under s. 39.5, the University will provide up to 12 weeks of paid leave to the Member to enable the independent medical report to be completed.
- 39.5.2 Notwithstanding 39.5.1 Sick Leave will commence on any established Date of Disability.

### **Commencement of Sick Leave, Salary and Benefits**

- 39.6 When an Eligible Member becomes ill or disabled and is thereby unable to perform some or any of their Academic or Professional Responsibilities, the Eligible Member must inform their Chair (supervising Librarian in the case of a Librarian) as soon as possible and provide suitable medical documentation.
- 39.7 Where Sick Leave is approved for an Eligible Member under this Article, the Member will remain on full salary and benefits during the period of approved Sick Leave.

### **Approvals for Sick Leave Periods**

- 39.8 Sick Leave for the two weeks of an Eligible Member's illness or disability may be approved by the Member's Chair or the supervising Librarian in the case of a Librarian.
- 39.9 Where an Eligible Member's inability to perform their Academic or Professional Responsibilities because of illness or disability extends beyond two weeks and is likely to continue, Sick Leave, supported by medical documentation acceptable to the University may be approved by the Member's Dean or University Librarian who will inform the Chair or supervising Librarian of the approval.
- 39.10 The University may require an Eligible Member to provide medical reports to the University with regard to the Eligible Member's illness or disability as a condition of granting, continuing or extending, or ending Sick Leave. The University may require a medical report prepared by a physician or medical specialist nominated by the University, at the University's cost.
- 39.11 Sick Leave commences on the date when the illness or disability renders the Eligible Member unable to perform their Academic or Professional Responsibilities (Date of Disability). The University will require confirmation from the Eligible Member's physician with regard to the Date of Disability.
- 39.12 Sick Leave with pay ends on the earliest of the date the Member returns to work fully, or the 6 month anniversary of the Date of Disability.
- 39.13 During a graduated return to work, a Member shall receive Sick Leave pay to supplement what is earned for the graduated return to work such that salary during a graduated return to work during Sick Leave is equivalent to the Member's regular salary.

### **Work During Sick Leave**

- 39.14 The primary obligation of an Eligible Member on Sick Leave is to regain their health. Responsibility for reallocating the Academic or Professional Responsibilities of an Eligible Member who has gone on Sick Leave rests with the Member's Chair or supervising Librarian. The Chair, Dean, supervising Librarian or University Librarian, as appropriate, may consult the Member regarding the reallocation of responsibilities if the Member's health circumstances so permit.
- 39.15 Subject to s. 39.16, an Eligible Member on Sick Leave will not engage in Academic or Professional Responsibilities or perform other employment-related duties or responsibilities without approval of the Dean.
- 39.16 With the approval of the Dean, an Eligible Member on Sick Leave may engage in Academic or Professional Responsibilities or perform other related duties and responsibilities for up to 90 days without impacting the six month eligibility period for Long-Term Disability.

## **Long-Term Disability**

- 39.17 Faculty Members holding Regular Academic Appointments and Librarians holding Regular Librarian Appointments are eligible for Long Term Disability in accordance with the University's Long-Term Disability Plan and are collectively referred to as "Eligible Member" or "Eligible Members".
- 39.18 Long-Term Disability (LTD) benefits, if approved, will commence six months after the date an approved Sick Leave for the illness or disability begins (Date of Disability).
- 39.19 If, at the end of three months of Sick Leave, a medical opinion is provided to the University that the Member's recovery from the illness or disability is unlikely within six months from the date of the commencement of Sick Leave, an Eligible Member must submit an application for LTD Insurance benefits to the insurance carrier and notify the Member's Dean (University Librarian in the case of a Librarian) and the Work Life Consultant.
- 39.20 Where after six months of Sick Leave, an Eligible Member is totally unable to perform any of their Academic or Professional Responsibilities because of illness or disability, the insurance carrier will make a decision on the application and will notify the Human Resources Department and the Eligible Member and the Human Resources Department will notify the Dean (University Librarian in the case of a Librarian). The Eligible Member will be placed on leave without pay as long as the full LTD benefits continue.
- 39.21 The primary obligation of an Eligible Member who is approved for LTD is to regain their health. An Eligible Member on Long-Term Disability is on leave without pay from the University and will not engage in Academic or Professional Responsibilities or perform other employment-related responsibilities without approval of the Dean.
- 39.22 If LTD is not approved by the insurance carrier, the Member must either return to work fully, or partially on a temporary basis, following provision of any medical evidence required under s. 39.34. Alternatively, with the agreement of the University, the Member will be placed on leave without pay while the Member seeks additional medical information for the purposes of appeal.
- 39.23 The Member has the right to appeal a decision by the insurance carrier to not approve LTD under the plan terms.
- 39.24 When recommended by the insurance carrier, an Eligible Member who has partially regained their health is obliged in accordance with the LTD contract with the insurance carrier to engage in a program of rehabilitation or treatment that may include a graduated return to work.
- 39.25 When the insurance carrier recommends medical accommodations to facilitate a return to work, the accommodations must be in place prior to the commencement of the return to work.
- 39.26 LTD benefits, if approved, commence six months from the date that the Eligible Member becomes ill or disabled (Date of Disability) as confirmed by the Member's physician or other medical practitioner acceptable to the insurance carrier.

## **Illness or Disability While on Leave**

- 39.27 If an Eligible Member becomes ill or disabled while on Leave Without Salary, Political Leave, Compassionate Leave Without Salary, or Compassionate Care Leave the Member is not entitled to have the leave cancelled. Where it appears that the Eligible Member's illness or disability may be protracted or continue beyond the period of the leave, the Eligible Member must notify the Chair

(supervising Librarian in the case of a Librarian) and the Work Life Consultant to establish the date of the beginning of the illness or disability for the purpose of making an application for LTD benefits, should such an application become necessary. If the relevant periods specified in s. 39.12 and/or s. 39.5.1 has not expired by the end of the period of leave, the Member will be placed on Sick Leave.

39.28 If an Eligible Member becomes ill or disabled while on Study Leave or Administrative Leave, and it appears that the illness or disability may continue either for the remainder of the period of the leave or a period of two months or more (in case of a leave of six months or less) or a period of three months or more (in case of a leave of more than six months) the Member may apply to their Dean (University Librarian in the case of a Librarian) with supporting medical documentation to cancel the remainder of the leave and go on Sick Leave.

39.29 Where an Eligible Member became ill or disabled while on a Study Leave or Administrative Leave and the remainder of the leave was cancelled under s. 39.28, the Eligible Member is entitled to a replacement Study Leave or Administrative Leave equal to the period of cancelled leave, provided that the Member can demonstrate that the Member has a viable project to pursue during the replacement leave. The Member will be entitled to a replacement leave as soon as practicable after the Member has returned to work, provided they are medically cleared to engage fully in the Study Leave, or Administrative Leave, at a time scheduled in consultation with the Member's Chair or supervising Librarian, as appropriate. A Member may apply to their Chair or supervising Librarian as appropriate, to have this replacement leave added to their next regular Study Leave.

#### **Sick Leave After Normal Retirement Date**

39.30 Eligible Members who work past their Normal Retirement Date will be entitled to Sick Leave in accordance with the terms of this Article, including the limitation that no period of Sick Leave may extend for more than six consecutive months, subject to the limitations set out herein.

39.31 Paid Sick Leave longer than two weeks will be tracked and will be limited to a total of six months in any two adjacent Academic Years. This means that when a Member requires Sick Leave, the Member's entitlement to paid Sick Leave in that Academic Year will be calculated by subtracting from six months the number of months' or part months' tracked Sick Leave taken in the immediately preceding Academic Year.

39.32 Where the Member has been on LTD in the year in which the Member reaches their Normal Retirement Date, any period of LTD in that year will be counted as tracked Sick Leave for the purposes of the calculation in s. 39.31.

39.33 Where a Member past their Normal Retirement Date has exhausted paid Sick Leave, the Member may take Leave Without Salary for up to two years.

#### **Return To Work After Sick Leave or Long-Term Disability**

39.34 Before an Eligible Member on Sick Leave or Long-Term Disability resumes their Academic or Professional Responsibilities, the University has the right to require a medical report by an appropriately qualified medical practitioner that the Eligible Member is fit to resume the Academic or Professional Responsibilities associated with the Eligible Member's position.

39.35 In advance of return from a Sick Leave in which a return to work will require medical accommodation or where requested by the University, a Member shall provide the Work Life Consultant with documentation from an appropriate medical practitioner indicating the Member is medically fit to return to work, or outlining details of any medical limitations which

may require accommodation necessary to support a return to work.

- 39.36 Prior to return to work, the Member shall meet with their Chair or supervising Librarian to discuss a return to work plan and any work-related restrictions. The Member may seek the support of the Association. The Chair may seek the support of a Work Life Consultant and/or Faculty Relations Consultant. Where a work-related medical accommodation is required, the Chair and the Member shall consult with a Work Life Consultant as indicated in s. 39.43. The Member's return to work plan shall be documented and implemented as soon as possible after the Member is medically cleared.
- 39.37 On a temporary basis, a Member may return to work with a reduction of Academic or Professional Responsibilities, in order to meet a medical accommodation requirement for graduated return to work.
- 39.38 When a Member returns to full-time work from a period of LTD, the Member's salary will be adjusted in accordance with the *Procedures of the Vice-President Academic and Provost Regarding Salary Adjustments After Long-term Disability*, available on the web site for the Office of the Vice-President Academic and Provost. Salary adjustments will take into account the Member's FTE status.
- 39.39 A Member may return to work from a period of LTD only when they have provided evidence acceptable to the University and the insurance carrier that they are medically cleared to do so.
- 39.40 A return to work may take place in any term and at any point in a term.

### **Medical Accommodation**

- 39.41 The University has the legal duty to accommodate Members with disabilities, including chronic illness and conditions that fluctuate in severity, in the manner and to the extent required by the British Columbia *Human Rights Code* and by law. The Parties agree that this means providing reasonable accommodation to Members who provide medical evidence of necessity, to the point of undue hardship if such accommodation will enable the Member to perform their Academic or Professional Responsibilities. This Article will be interpreted in accordance with the principles set out in Policy HR6115 (Policy on Employment Accommodation). The accommodation process will take into account both (a) the experience that Members with a disability have regarding the specific forms of support that will allow them to best perform their duties; and (b) other relevant expertise, provided by those with medical expertise and expertise regarding workplace accommodation, in determining appropriate accommodation. Members will be consulted in all decisions regarding their need for accommodation and are expected to participate cooperatively in order to achieve a timely and reasonable outcome.

### **Initial Procedures**

- 39.42 A Member who needs medical accommodation shall first discuss their needs with their Chair or supervising Librarian. A Member has the right to have a representative of the Association present at this and any subsequent meetings regarding accommodation.
- 39.43 All parties involved in planning for an accommodation must consult with the Work Life Consultant. The Chair, or supervising Librarian, or Work Life Consultant may consult with a Faculty Relations Consultant, as needed. A Member has the right to consult with the Association at any time.
- 39.44 A medical accommodation plan shall identify the specific accommodations required. The plan shall refer to any relevant provisions in the Standard for the Unit. The Member, the Chair or supervising

Librarian, and any consultants shall work to ensure the medical accommodation plan is implemented in a timely way.

39.45 The Member has the responsibility to provide requested documentation relevant to the Member's ability to perform Academic or Professional Responsibilities to verify the need for medical accommodation; and to assist in identifying the accommodation needed to the Work Life Consultant. Documentation will be provided by an appropriate medical practitioner and, when requested, by a medical expert in the field.

39.46 The duty to provide reasonable accommodation to the point of undue hardship is a legal duty that falls upon the University as the Member's employer. Members will not be denied accommodation on the grounds that funds are not available.

39.47 A Member who requires a medical accommodation in order to perform Academic or Professional Responsibilities may be granted partial or full leave with pay until such time as the required accommodation is in place. Such leave with pay will not be unreasonably denied.

### **Medical Accommodations Requiring Modification of Terms and Conditions of Employment**

39.48 Where the medical accommodation will represent a departure from the Workload described in the Unit's Standard, the Faculty Evaluation Policy, or the Libraries Evaluation Policy for a period of more than 2 months, the medical accommodation must be approved by the Member's Dean or the University Librarian, as appropriate and documented as a Reduced Workload or Alternative Workload arrangement.

39.49 Where the medical accommodation will represent a departure from this Agreement, the accommodation must be jointly approved by the Associate Vice-President, Faculty Relations and Academic Administration and the President of the Association.

### **Record and Report of Medical Accommodations**

39.50 Where a plan for accommodation of a Member has been agreed to by the Member and the Member's Chair or supervising Librarian and Dean or University Librarian, as appropriate, the Work Life Consultant will forward a copy of the medical accommodation plan to the Member, the Dean or University Librarian, the Chair or supervising Librarian, and the Association.

39.51 All personal information regarding a Member and the Member's medical accommodation plan will be treated in accordance with the University's obligations under the *Freedom of Information and Protection of Privacy Act* and in accordance with the University's *Protection of Privacy Policy* (GV0235).

39.52 The medical accommodation plan will be included in the Personnel File of the Member and is confidential as provided in s. 18.15 – s. 18.17 of the Agreement.

### **Disagreement**

39.53 Where a Member and the Member's Chair or supervising Librarian cannot agree to a medical accommodation plan, the disagreement will be referred to the Member's Dean (Director of Faculty Relations and Academic Administration in the case of non-departmentalized Faculties) or the University Librarian, as appropriate. During any period of appeal, the University and the Member will continue to attempt to reach agreement. If agreement still is not reached between the Member and the Dean or University Librarian, the matter will be referred to the Associate Vice-President Faculty Relations and Academic Administration. These referrals will occur on a timely

basis and all parties will act with dispatch in attempting to agree on a plan.

- 39.54 Where no medical accommodation plan has been agreed to after discussion with the Associate Vice-President Faculty Relations and Academic Administration, the Associate Vice-President Faculty Relations and Academic Administration will consult the President of the Association to discuss whether the services of an independent consultant would assist in formulating a plan.
- 39.55 If the Associate Vice-President Faculty Relations and Academic Administration agrees that the matter should be referred to an independent consultant, the Associate Vice-President Faculty Relations and Academic Administration and the President of the Association will select the independent consultant by agreement, at the University's cost. The independent consultant will, as far as possible, be a person with expert knowledge about functional limitations similar to those of the Member and workplace accommodations for persons with such limitations. The independent consultant will be asked to provide advice to the Associate Vice-President Faculty Relations and Academic Administration and the President of the Association as to one or both of the following:
- a) whether the documentation provided is adequate to determine the appropriate level and type of accommodation;
  - b) an assessment of whether the University is offering a plan that constitutes a reasonable accommodation plan in the case, including whether additional elements of the plan are required to adequately accommodate the Member.
- 39.56 The independent consultant may request that the Member consult a specialist selected by the independent consultant for another opinion. The cost of consulting the specialist will be paid by the University. The consultant may then take into account the opinion of the specialist, together with medical and other evidence, including that provided by the person seeking accommodation, in providing their advice.
- 39.57 If the Associate Vice-President Faculty Relations and Academic Administration determines that the matter should not be referred to an outside consultant, or if an agreement on accommodation still cannot be reached after considering the advice of the independent consultant, the Associate Vice-President Faculty Relations and Academic Administration may decide that the accommodation will not be granted or will be granted only subject to certain conditions. This decision may be grieved by the Association and may be referred by the Association to arbitration within fifteen Working days following notification of this decision. Arbitration will proceed in accordance with the provisions of Article 47 *Dispute Resolution* of this Agreement.

## **40. Compassionate Care Leave**

- 40.1 A Member who is eligible to receive unpaid Compassionate Care Leave, as designated in the *Employment Standards Act* (ESA) of British Columbia, or any successor legislation, is entitled to take up to 27 weeks' leave within a 52 week period or to the maximum provided in the legislation, whichever is greater, to provide care or support to a family member who has a medical condition with a significant risk of death within 26 weeks.
- 40.2 The Member must provide the Dean or University Librarian with the medical certificate required by the ESA within a reasonable time.

- 40.3 Terms and conditions of employment of a Member on unpaid Compassionate Care Leave will remain unchanged during the leave. Upon returning to work, the Member will be placed in the position that the Member held prior to the leave with no loss of rights or benefits, and will receive all upward salary adjustments that the Member would have received had the Member been receiving salary and had been evaluated in accordance with s. 50.29.

## **41. Compassionate Leave without Salary**

- 41.1 A Compassionate Leave Without Salary is intended to provide an unpaid leave for Members in difficult family or personal circumstances where no other form of leave applies, but the Member is temporarily unable to perform their Academic or Professional Responsibilities. It may follow a period of Special Leave or a Compassionate Care Leave, or may arise independently.
- 41.2 A Member may apply for Compassionate Leave Without Salary through a written request to the Dean or University Librarian setting out the reasons for the leave. The Dean or University Librarian will forward the request to the Vice-President Academic and Provost together with a statement of how the Unit will fulfill its responsibilities during the leave.
- 41.3 Compassionate Leave Without Salary is granted for a fixed period of time up to 18 months unless otherwise agreed in writing. A Member on Compassionate Leave Without Salary has a right to return to the University prior to the expiration of the leave, given reasonable notice.
- 41.4 During a Compassionate Leave Without Salary, the University will not make any contributions to pension or benefit plans for the Member. The Member may opt to continue the benefit plans or pension contributions by paying the full amount of the premium or contributions.
- 41.5 A Member on Compassionate Leave Without Salary may during such period hold an appointment as a sessional instructor with pay or other contractual arrangement with the University.
- 41.6 Members on Compassionate Leave Without Salary will have access to University travel grants, research funds and professional expense reimbursement accounts in accordance with University rules and procedures. If a Compassionate Leave Without Salary extends over all or part of a research term, the Faculty Member has no entitlement to a replacement term.
- 41.7 Except as provided for in this Article, terms and conditions of employment of a Member on unpaid Compassionate Leave will remain unchanged during the leave. Upon returning to work, the Member will be placed in the position that the Member held prior to the leave with no loss of rights or benefits, and will receive all upward salary adjustments that the Member would have received had the Member been receiving salary and had been evaluated in accordance with s. 50.29

## **42. Leave for Jury and Witness Duty**

- 42.1 The University will grant paid Leave for Jury and Witness Duty to Members, other than those on any form of leave without salary, who are required by law to serve as jurors in a court of law.



- 42.2 The University will grant paid Leave for Jury and Witness Duty to Members, other than those on any form of leave without salary, who are required by law to serve as witnesses in a court action or statutorily established tribunal, provided that such proceeding has not been initiated by the Member with regard to the Member's private affairs.
- 42.3 A copy of the notice to serve or to appear shall be provided at the time of leave request.
- 42.4 In cases where a Member's private affairs require the appearance of the Member before a court or a statutory tribunal, the University will grant Leave Without Salary to the Member.
- 42.5 Where Leave for Jury and Witness Duty is required under this Article, the Member will, as soon as possible, notify their Chair or supervising Librarian of the days when the Member is required to be in court.

### **43. Political Leave**

- 43.1 Where a Member is nominated as a candidate to be a Member of Parliament or a Member of the Legislative Assembly of British Columbia, and the Member applies for Political Leave, the University will grant the Member Political Leave without salary for the period of the campaign extending from the issuance of the election writ until the day of the election subject to arrangements being made that are satisfactory to:
- a) a Faculty Member's Dean for the teaching of any classes and the supervision of any graduate students that would otherwise be the responsibility of the Faculty Member during this period; or
  - b) the University Librarian in the case of a Librarian for carrying out of the Librarian's Professional Responsibilities during this period.
- 43.2 A period of Political Leave for this purpose will not exceed four months.
- 43.3 Where a Member is elected as a Member of Parliament or the Legislative Assembly of British Columbia, the Member shall advise the University and arrangements will be made for Political Leave without salary effective from the date of election until the dissolution of that Parliament or Legislative Assembly to which the Member has been elected or until the Member resigns the seat in the Parliament or Legislative Assembly to which the Member has been elected, whichever occurs first.
- 43.4 Where a Member has received and accepted a Ministerial appointment, the Member shall advise the University and arrangements will be made for Political Leave without salary effective from the date of appointment to the date when the Member resigns the appointment subject to the maximums in s. 43.6.
- 43.5 Where requested and approved by the Vice-President Academic and Provost, the Member may maintain up to 0.2 FTE Workload for the purpose of continuing graduate student supervision.
- 43.6 The maximum period of continuous Political Leave under this section is the longer of:
- a) two consecutive Parliaments or Legislative Assemblies; or
  - b) seven years.

- 43.7 If the Member does not resume at least half-time service to the University at the expiration of this period of Political Leave, the Member is deemed to have resigned their employment with the University.
- 43.8 A Member who is elected as a member of a Regional District, City or Municipal Council, or School Board is not eligible for Political Leave. However, the Member may elect to opt for:
- a) a Reduced Workload under Article 13 Standards and Workload for the term of the Member's elected office; or
  - b) Leave Without Salary.
- 43.9 When a Member accepts an appointment to the Senate of Canada, they shall advise the University and arrangements will be made for Political Leave without salary, effective from the date of appointment for a period up to seven years or the date the Member no longer serves as Senator, whichever comes first. If the Member does not resume at least half-time service to the University at the expiration of this period of Political Leave, the Member is deemed to have resigned the Member's employment with the University.
- 43.10 During a period of Political Leave, a Member may maintain their University pension and benefit plans by paying the total cost of both the Member's and the University's contributions to the plans. The University will not make any contributions to a Member's personnel benefit plans during a period of Political Leave.
- 43.11 Salary adjustments during a period of Political Leave are governed by provisions of this Agreement with regard to a period of Leave Without Salary. Evaluations for the purpose of salary adjustment shall occur in accordance with s. 50.29.
- 43.12 Where a Member is on Political Leave for an entire Academic Year, no funds are allocated to the Member's Professional Expenses Reimbursement account for that Academic Year. Where a Member is on Political Leave for a portion of an Academic Year, the funds allocated to the Member's Professional Expenses Reimbursement account for that Academic Year will be prorated accordingly.
- 43.13 A Member on Political Leave may not be reimbursed from Professional Expense Reimbursement funds for expenses incurred during the period of Political Leave.
- 43.14 A Member on Political Leave is not eligible to apply for any University research and travel grants where the funds will be expended during the period of Political Leave without salary.
- 43.15 Upon the expiration of Political Leave granted under this Article, the Member is entitled to return to the University at the same academic rank or Librarian rank that the Member had when the Political Leave was granted.

## **44. Special Leave**

- 44.1 The purposes for which Special Leave may be granted include:
- a) Where a person in the immediate family of a Member or the Member's partner suffers a serious injury or illness that requires the Member to be absent from the University or renders

the Member unable to perform their responsibilities, the Member may request Special Leave for compassionate reasons.

- b) Where a person in the immediate family of a Member or the Member's partner dies, the Member may request Special Leave for bereavement.
  - c) Where an Indigenous Member is absent to attend an Indigenous ceremonial gathering or cultural activity in fulfillment of cultural obligations, the Member may request Special Leave.
  - d) Special Leave may be granted in circumstances where other forms of leave are not applicable.
- 44.2 Special Leave is limited to two weeks and is with full salary and benefits. In exceptional circumstances, the Vice-President Academic and Provost may approve a Special Leave longer than two weeks.
- 44.3 An application for Special Leave must be submitted to the Dean through the Member's Chair, or University Librarian through the supervising Librarian in the case of a Librarian.
- 44.4 The Chair and subsequently the Dean, in the case of a Faculty Member, or the supervising Librarian and subsequently the University Librarian in the case of a Librarian, will review each application for Special Leave and make a recommendation to the Vice-President Academic and Provost.
- 44.5 A Member on Special Leave may apply for a Compassionate Care Leave, a Compassionate Leave Without Salary, or a Leave Without Salary following the end of this initial leave.
- 44.6 Applications for Special Leave are considered by the Vice-President Academic and Provost who determines whether to approve the recommendation after considering the recommendations of the Chair and the Dean, or supervising Librarian and University Librarian in the case of Librarians.

## **45. Leave Without Salary**

- 45.1 There is no entitlement to Leave Without Salary. Each application for Leave Without Salary is considered on its individual merits in relation to the best interests of the University, its academic programs and students, as well as the academic interests of the Member where they relate to the University.
- 45.2 Normally, the period of Leave Without Salary will not exceed one year; however, a Leave Without Salary may be extended upon application.
- 45.3 An application for Leave Without Salary or for extension of an approved Leave Without Salary is made to the Member's Chair or, in the case of a Librarian, the supervising Librarian.
- 45.4 The Chair and the Dean, or the supervising Librarian and University Librarian in the case of Librarians, will review each application and make a recommendation to the Vice-President Academic and Provost.
- 45.5 Applications are considered by the Vice-President Academic and Provost who determines whether to approve the Leave Without Salary or extension of Leave Without Salary after considering the recommendations of the Chair and the Dean, or supervising Librarians and University Librarian in the case of Librarians.

- 45.6 During a period of Leave Without Salary, a Member does not receive any payment from the University by way of regular salary. Nevertheless, a Member on Leave Without Salary may, during such period, hold an appointment as a sessional instructor with pay or may receive payment under another contractual arrangement with the University.
- 45.7 Salary adjustments with regard to a period of Leave Without Salary are governed by s. 50.27.4 or s. 50.27.5 of this Agreement.
- 45.8 During a period of Leave Without Salary, a Member may maintain their University pension and benefits plans by paying the total cost of the pension and benefit plans including the University's normal contributions to the Member's pension and benefit plans.
- 45.9 Where a Member is on Leave Without Salary for an entire academic year, no funds are allocated to the Member's Professional Expenses Reimbursement account for that academic year. Where a Member is on Leave Without Salary for a portion of an academic year, the funds allocated to the Member's Professional Expenses Reimbursement account for that academic year will be prorated accordingly.
- 45.10 A Member on Leave Without Salary may not be reimbursed from Professional Expense Reimbursement funds for expenses incurred during the period of Leave Without Salary.
- 45.11 A Member on Leave Without Salary is not eligible to apply for any University research and travel grants where the funds will be expended during the period of Leave Without Salary.
- 45.12 A Member is not entitled to return to work before the end of an approved Leave Without Salary, unless an early return is recommended by the Chair to the Dean or by the supervising Librarian to the University Librarian in the case of Librarians, and approved by the Vice-President Academic and Provost.

## **Part 9: Discipline and Conflict Resolution**

### **46. Discipline**

- 46.1 The University supports the principle of progressive discipline and will make its best efforts to bring conduct, which could be the subject of disciplinary proceedings, to the attention of a Member in a manner that will assist the Member to correct their conduct; and provide a reasonable time for the Member to correct the conduct in question.
- 42.2 Members may be disciplined only for just cause and in accordance with this Agreement.

#### **Personnel File and Official Performance File**

- 46.3 Where a written record of non-disciplinary Oral Discussion or any Letter of Expectations exists, it must be placed in a Member's Personnel File held in the Unit if it is to be referenced in formal disciplinary proceedings. Documentation referenced in a written record will be placed in the Member's Personnel File held in the Unit.
- 46.4 Except in the case of a suspension, or a discipline related to sexualized violence, any record of disciplinary action will be removed, or is deemed to have been removed, from a Member's

Personnel File three years from the date of the document, provided there has been no further disciplinary action.

- 46.5 A Member's Official Performance File must not contain material or documentation arising from the application of this Article but such material may be used for the purposes, and within the limits, set out in s. 46.7.

### **Disciplinary Processes and Evaluation of Members**

- 46.6 Disciplinary processes must be kept distinct from academic assessments such as those used in the processes of Reappointment, Continuing Appointment, Tenure, removal of probationary status, Promotion and evaluation for biennial salary adjustments.
- 46.7 The fact that a disciplinary action has been imposed under this Article cannot be considered in the assessment of a Member with regard to Reappointment, Continuing Appointment, Tenure, removal of probationary status, Promotion and evaluation for biennial salary adjustments. However, the Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian may determine that the evidence that supported the imposition of the disciplinary action may be taken into account if:
- a) the evidence is directly relevant to the evaluation criteria under Article 25 *Evaluation of Members* for the Member's appointment;
  - b) the disciplinary action took place within the period for which the Member is being reviewed;
  - c) in accordance with s. 30.21 and s. 33.22, the Member is given written notice of the information that it is proposed be taken into account, with sufficient details to enable the Member to prepare a response; and
  - d) the Member is given the opportunity to present evidence by way of response, rebuttal or mitigation before the final assessment is made.
- 46.8 Where evidence is considered as provided for in s. 46.7, the assessment made must include a written statement of the weight that such evidence was given in the assessment and the effect that it had on the outcome. A copy of this statement must be given to the Member.
- 46.9 Where evidence is considered as provided for in s. 46.7, that evidence must not form part of the Member's Official Performance File.

### **University to Provide Information**

- 46.10 The University agrees to provide at the earliest possible opportunity all reasonable information the Association requires to fulfill its role in representing its Members in disciplinary investigations and in processing grievances that might arise from such investigations, unless prohibited by law.

### **Oral Discussion**

- 46.11 Where an issue is raised with respect to a Member's conduct, including conduct related to s. 46.37 a), unless it represents serious misconduct, the first step will be an Oral Discussion between the Member and the Member's Chair, Dean, supervising Librarian or University Librarian (in the case of a Librarian), who will keep a note of the fact that the discussion took place. Where the issue has not occurred in the context of the Member's duties within the Unit, the Chair or

supervising Librarian may request that the discussion be conducted by the Dean or the University Librarian. A record of the Oral Discussion will be entered in the Member's Personnel File held in the Unit, and a copy of the note, together with a written statement that these documents will be placed in the Personnel File, must be sent to the Member.

46.12 An Oral Discussion, including the making and retention of a note of that discussion, under s. 46.11 is not a disciplinary action and may not be made the subject of a grievance under this Agreement.

46.13 A Member has the right to place a written response to the Oral Discussion on their Personnel File. The Association or University may refer to that response in any subsequent grievance.

46.14 Any note of an Oral Discussion or response to an Oral Discussion on a Personnel File will be removed, or deemed to be removed, after three years unless the conduct or performance of concern has continued during that period and further action under this Agreement has been taken.

### **Letter of Expectations**

46.15 Where conduct of a Member continues after an Oral Discussion under s. 46.10, unless the conduct represents serious misconduct, the next step will be a Letter of Expectations to the Member from the Dean, or University Librarian that specifies actions the Member should take to correct the conduct.

46.16 A Letter of Expectations is not a disciplinary action and may not be made the subject of a grievance under this Agreement. The Letter of Expectations will notify the Member that the letter will be placed in the Member's Personnel File.

46.17 A Member has the right to place a written response to the Letter of Expectations in their Personnel File.

46.18 Any Letter of Expectations or response to a Letter of Expectations in a Personnel File will be removed, or deemed to be removed, after three years unless the conduct or performance of concern has continued and further action under this Agreement has been taken.

### **Investigation Leading to a Decision**

46.19 Where the President, Vice-President Academic and Provost, or the Member's Dean or the University Librarian (hereafter the "Administrator") is satisfied that there may be concerns of inappropriate Member conduct, the Administrator or designate may undertake a preliminary review of the case for the purpose of determining whether an investigation is warranted. Such an exercise will be carried out in a discreet and timely fashion. This preliminary review is not an investigation, and the Administrator will take all reasonable steps to minimize the impact on the Member's duties and working environment.

46.19.1 Where the Dean of the Faculty of Graduate Studies is satisfied that there may be concerns of inappropriate Member conduct in relation to a graduate student, the Faculty of Graduate Studies may undertake a preliminary review of the case for the purpose of determining whether an investigation is warranted. The report of the preliminary review will be provided to the Member's Dean who, in consultation with the Dean of the Faculty of Graduate Studies, will determine whether an investigation is warranted.

- 46.20 Provided the Administrator concludes that there are reasonable grounds to believe that a situation exists that may lead to disciplinary action against the Member, the University may undertake an investigation. An investigation conducted under this Article does not constitute a disciplinary action and is not grievable under this Agreement.
- 46.21 Any investigation will normally be initiated within 20 Working days of the date the University received a complaint or, in the case of a University led complaint, of the date the University knew, or ought reasonably to have known, of an occurrence of the conduct or the event giving rise to potential disciplinary action. Where the investigation is not initiated within that time period, the University must give a written explanation for the delay to the Association.
- 46.22 When the University decides to initiate an investigation, the Administrator will send a notice in writing to the Member, with a copy to the Association, identifying the nature of the conduct or event that is being investigated and informing the Member that disciplinary action is being considered. The Administrator may delay notifying the Member only if the Administrator has reasonable grounds to believe that disclosure of the investigation will produce a significant risk of harm to another person or that it will jeopardize the investigation; however, the Member and the Association will, in any event, be notified not later than five Working days from the commencement of the investigation and will be provided with a written explanation of the reason for any delay in notification.
- 46.23 Once an investigator is identified, the University will give the Member notice of a meeting with the investigator. The notice will provide the Member the opportunity to raise objections to the choice of investigator. The University shall respond in writing to any objections to the investigator made by the Member and/or the Association. The notice will specify the right of the Member to be accompanied to the meeting by a representative of the Association. The Administrator may have a representative of their choice attend the meeting.
- 46.24 In exceptional circumstance, the notice may contain notification to the Member relieving the Member of some or all of their duties and/or restricting them from campus pending the outcome of the investigation. Such steps may be taken only where the Vice-President Academic and Provost has reasonable grounds to believe failure to relieve the Member of these duties would result in a risk to the mental or physical health or safety of other members of the University community, to University property, or to University operations. The Vice-President Academic and Provost must consider all reasonable alternatives proposed by the Member or the Association. This relief of duties under this Section is not disciplinary and is not grievable under this Agreement. The relief of duties must be reviewed every 20 Working days. The notice must state the date on which the relief of duties commences and when it is expected to end and provide an explanation of the reasons for the relief of duties. Any relief of duties under this Section shall be with pay.
- 46.25 The intent of the meeting or meetings under s. 46.23 is to enable the Member to understand and to respond to all of the allegations.
- 46.26 After the completion of the investigation normally within 60 Working days after the investigation was commenced, the Administrator (or designate) will send the investigative report (unless prohibited by law) to the Member with a notice in writing indicating whether or not disciplinary

action is warranted, including any proposed discipline and the rationale for the proposed discipline. A copy of the notice and report will be sent to the Association. Anyone receiving the investigative report shall keep it confidential, but may provide it to advisors bound by confidentiality.

46.27 If the Administrator notifies the Member that in their opinion disciplinary action is warranted, a meeting will be scheduled, normally within 5 Working days of the notice, to enable the Member to make submissions on the findings in the investigation and the proposed discipline, before the discipline decision is finalized. The Association may waive this meeting in writing within two Working days of receipt of the notice. The Member must be accompanied to this meeting by a representative of the Association. The Administrator is entitled to have a representative of their choice attend the meeting. Within 5 Working days of this meeting, the Administrator will provide their decision regarding discipline in writing to the Member, with a copy to the Association.

### **Disciplinary Action**

46.28 Disciplinary action may be taken against a Member following an investigation either under s. 46.19 – s. 46.27 or under relevant University policy, only for just and sufficient cause and only in accordance with the provisions of this Section:

- a) disciplinary action will be commensurate with the nature of the Member's conduct;
- b) in any meeting attended by a Member who is subject to the provisions of this Section, the Member must be accompanied by a representative of the Association; and
- c) the processes regarding disciplinary action included in this Section will, subject to the provisions of s. 46.7 and s. 46.9, be kept distinct from academic assessments such as those used for purposes of Reappointment, Continuing Appointment, Tenure, removal of probationary status, Promotion and evaluation for biennial salary adjustments.

46.29 Where the Administrator determines that the conduct of a Member warrants discipline, the Administrator may take whichever of the following actions is deemed appropriate in the circumstances:

- a) require remedial training or other remedial measures;
- b) issue a written Letter of Reprimand;
- c) recommend to the President that the Member be suspended with or without pay for a specified period or until the occurrence of a specified event; or
- d) recommend to the President that the Member be dismissed.

46.30 A Member may appeal a disciplinary suspension to the Board of Governors pursuant to the *University Act*, or the matter may be grieved under this Collective Agreement.

46.31 Subject to s. 46.30, all types of disciplinary action are grievable by the Association and may be sent to arbitration under Article 47 *Dispute Resolution*.

46.32 The University will provide the Association with any correspondence to a Member relating to a process occurring under this Article.



### **Letter of Reprimand**

46.33 A Letter of Reprimand must be clearly identified as a disciplinary measure and must contain a clear statement of the reasons for issuing the reprimand and a statement of the actions that the Member should take to correct the conduct. The Letter of Reprimand will be placed in the Member's Personnel File. A Letter of Reprimand will be removed, or be deemed to have been removed, in accordance with s. 46.4.

### **Suspension**

46.34 Suspension empowers the University to relieve a Member of some or all of the Member's University duties and/or to remove some or all of the Member's privileges without the Member's consent.

46.35 When the University suspends a Member with or without pay, the University will send written notice containing the dates of commencement and termination of the suspension together with a written statement of reasons to the Member either by:

- a) delivering the notice to the Member personally; or
- b) delivering the notice to the Member by courier or by receipted registered mail addressed to the Member's last known address; or
- c) delivering the notice to the Member by email upon consent of the Member to receive it in that manner; and
- d) at the same time the University will send a copy of the Member's notice of suspension to the Association.

### **Dismissal for Just Cause**

46.36 Dismissal for Just Cause occurs when employment of a Member is terminated without the Member's consent prior to the Member's retirement. Layoff under Article 55 Program Discontinuance or Article 56 Financial Exigency does not constitute Dismissal for Just Cause. Failure to re-appoint or renew appointments under academic review processes in this Agreement and denial of Tenure or Continuing Appointment do not constitute Dismissal for Just Cause.

46.37 Dismissal for Just Cause includes, but is not limited to:

- a) with regard to Academic or Professional Responsibilities:
  - i) persistent refusal or neglect to undertake duties necessary to the performance of Academic or Professional Responsibilities without reasonable justification; or
  - ii) persistent inability to perform duties for non-culpable reasons that cannot be accommodated as required by law where the Member is ineligible for Long-Term Disability insurance or has refused to make application for it; or
  - iii) serious and willful misconduct in the performance of Academic or Professional Responsibilities.

or

- b) with regard to conduct not connected with Academic or Professional Responsibilities:
- i) a serious breach of the criminal law resulting in a conviction for an indictable offence; or
  - ii) violent behaviour or threats of violence against a member of the University community; or
  - iii) where professional standing (license, certification, registration) is an expressed condition of employment, removal of or failure to maintain such professional standing; or
  - iv) serious or persistent breach of law or University policy such that the well-being of others or the operation of the University is put at risk.

46.38 Where the Administrator is satisfied that there is just cause to justify a recommendation to the President that the Member be dismissed and the President confirms this decision, a notice of intention to recommend dismissal will be sent to the Member with a copy to the Association. Before proceeding with dismissal, the Member may within a period of five Working days of the notice tender a written resignation which must take immediate effect.

46.39 Where the Dismissal for Just Cause is based on s. 46.37 a), dismissal of a Member in accordance with s. 46.37 shall not be initiated until after the steps of progressive discipline have been exhausted.

46.40 Where a person is dismissed from an administrative appointment outside of this Agreement and carries an appointment which is subject to this Agreement, the termination of the appointment which is subject to this Agreement shall occur only in accordance with this Agreement.

## **47. Dispute Resolution**

### **Informal Resolution**

47.1 Nothing in this Agreement prevents the Parties from using informal means to settle disputes. This may include an agreement to mediate or to use any other alternate dispute resolution method on which the Parties agree.

47.2 Members are encouraged to bring any disputes over the application or interpretation of this Agreement to their Chair, Dean or the University Librarian in a timely way. The Member may have a representative of the Association present at any discussion about a dispute that could result in a grievance. The Chair, Dean or University Librarian may also request another member of the administration to attend the meeting.

### **Filing a Grievance**

47.3 No formal grievance may be submitted until a meeting in person has been held between the appropriate administrator and the complainant unless the President of the Association advises the Associate Vice-President Faculty Relations and Academic Administration otherwise.

47.4 If informal resolution fails, the Association may submit a formal written grievance. The Association must submit any grievance by written notice from the Association to the Associate Vice-President Faculty Relations and Academic Administration.

- 47.5 A grievance is a claim by the Association arising from a dispute with the University respecting the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.
- 47.6 A grievance must contain a brief written statement of the facts, a reference to the breach or inappropriate application or violation of the Agreement or applicable legislation, and a statement of the remedy sought.
- 47.7 The Association may submit a formal grievance on a matter of policy where the Association and the University disagree about the application or interpretation of this Agreement.

### **University Grievance**

- 47.8 Nothing in this Article or Agreement limits the right of the University to initiate a grievance and refer the matter to arbitration in accordance with s. 84 of the *Labour Relations Code*.

### **Timelines**

- 47.9 A grievance must be submitted within 60 Working days of the date of the incident or from the date when the Association knew or reasonably should have known that the incident occurred, unless the Parties agree to extend the deadline for a specified period to provide more opportunity for informal resolution.
- 47.10 Notwithstanding s. 47.9, a grievance of any discipline for just cause must be submitted within 20 Working days of the Association's receipt of notice of the decision.
- 47.11 An authorized representative of each Party will meet within 15 Working days of the submission of the grievance to discuss and try to resolve it.
- 47.12 If the representatives fail to reach a solution within 10 Working days of their first meeting, or if the representatives fail to meet within 15 Working days, then either the Association or the University may refer the matter to arbitration within 60 Working days of the date of the grievance. Referral of a grievance to arbitration beyond this timeline shall only occur on consent of the Parties and the grievance is otherwise deemed withdrawn.
- 47.13 All dates and timelines in this Article may be altered or waived by written agreement of the Parties. A request to extend the timelines shall not be unreasonably refused.

### **Expedited Resolution**

- 47.14 Either Party may refer a grievance to expedited arbitration or seek the services of a Special Officer pursuant to the *Labour Code*.
- 47.15 Prior to the exhaustion of the grievance process, the Parties may agree to use mediation, mediation-arbitration, or another resolution procedure acceptable to all Parties.
- 47.16 The mediator-arbitrator's decision will not set a precedent for the Parties unless agreed otherwise.

### **Regular Arbitration Process**

- 47.17 Unless the Parties agree to an expedited arbitration, when the grievance procedures have been exhausted as stipulated under s. 47.12 and one of the Parties refers the matter to arbitration, that Party will advise the other Party in writing of its decision to submit the grievance. Except as provided for in s. 47.21, the grievance will be referred to a sole arbitrator.

- 47.18 The Parties will appoint an arbitrator by agreement. If they cannot agree, the Collective Agreement Arbitration Bureau of the province will be asked to make the appointment.
- 47.19 As soon as possible, and no later than 20 Working days after a matter has been referred to arbitration, the grieving party must submit the complete particulars of their case, including production of all documents in their possession that are relevant to the issues, and the names of witnesses. The other party shall respond with a submission with the complete particulars of their case within 20 Working days after receiving the particulars from the grieving party.
- 47.20 The arbitrator may call a pre-hearing conference on the request of either Party or on the arbitrator's motion to settle the questions to be answered in the arbitration, to obtain admissions or agreed statements of facts or to resolve any other issues prior to the hearing. The Arbitrator has the ability to order any party to produce particulars and any other relevant documents.

### **Academic Arbitration Process**

- 47.21 Where any grievance by the Association that challenges a denial of Promotion, Tenure, Reappointment, Continuing Appointment or removal of probation is referred to an arbitrator, the arbitrator shall be selected by the Parties under the provisions of s. 47.18 and two academic advisors shall be selected in accordance with s. 47.22.
- 47.22 The President of the Association and the Vice-President Academic and Provost will each select an advisor who currently holds a Regular Faculty or Librarian Appointment at the University of Victoria and who will sit with the arbitrator to provide information and context with respect to the academic standards to be applied and the normal processes of the University.
- 47.23 The advisors will not be voting members of the panel, but will attend all meetings between the arbitrator and the Parties and will also attend the hearing. The arbitrator will not meet individually with either advisor and should the arbitrator have any questions, the arbitrator will ask the same questions of both advisors.
- 47.24 In arbitrations referred under s. 47.21, the arbitrator shall have the jurisdiction to examine and grant a remedy on any aspect of the process or decision leading to the grievance, including but not limited to substantive or procedural errors and/or bias or Reasonable Apprehension of Bias provided that the arbitrator does not fetter the power of the President as granted under the *University Act* or delegated by the Board of Governors.
- 47.24.1 Notwithstanding s. 47.24, where the grievance under s. 47.21 requires an arbitrator's review of a disciplinary decision, s. 47.24 does not operate and the Parties may argue matters of jurisdiction.
- 47.24.2 In arbitrations referred under s. 47.21, and in any reconsideration of the case, no materials shall be added to the record of performance after the decision being challenged, except by agreement of the Parties or as a consequence of an award or interim ruling of an arbitrator.

### **Arbitration Hearing**

- 47.25 The Parties to any arbitration will be the University and the Association as represented by the Vice-President Academic and Provost and the President of the Association or their designates.

- 47.26 Any hearing will be held in private. The grievor, the designated representatives of the Association, the University and their counsel or other advisors are entitled to attend the hearing.
- 47.27 Subject to prevailing law and the order of the arbitrator, each Party has the right to present evidence and make arguments to the arbitrator. Where oral evidence is heard, the Parties have the right to cross-examination of the other's witnesses.
- 47.28 The arbitrator may decide to admit evidence, whether or not included in the Parties' pre-hearing disclosure, as the arbitrator thinks fit.
- 47.29 Each Party will bear the costs of its own fees and expenses and the Parties will share equally the fees and expenses of the arbitrator.
- 47.30 The decision of the arbitrator is final and binding on the Parties, subject to legal rights of further review.
- 47.31 Where the grievance involves a matter of discipline, the arbitrator may dispose of the grievance in any way the arbitrator determines is just and reasonable, subject to the provisions of the *University Act*.
- 47.32 Either party may ask the arbitrator to clarify the decision. A request to clarify must be in writing, copied to the other Party and made within 20 Working days of receiving the decision.

## **48. Conflict of Commitment (External Professional Activities)**

- 48.1 External professional activity includes any activity whether paid or unpaid, which employs the Member's professional skill or arises out of their academic status, whether or not the activity is academic in nature or discipline-related.
- 48.2 External professional activity, whether paid or unpaid, does not include:
- a) serving as an external referee, examiner or reviewer for another academic institution;
  - b) editing an academic or professional journal related to the Member's academic discipline;
  - c) serving as a peer reviewer for a granting agency or publisher; and
  - d) serving in leadership positions in professional associations, community associations or boards, and as a member of community associations or boards.
- 48.3 Members have the right to engage in external professional activity provided that such activity does not conflict with their Academic or Professional Responsibilities.
- 48.4 Any academic appointment with another post-secondary institution or academic or research institute that, in combination with University of Victoria employment comprises of work equivalent to 1.25 FTE or more, whether or not remunerated, must be disclosed under the provisions of Article 49 *Conflict of Interest and Reasonable Apprehension of Bias*.
- 48.5 A Conflict of Commitment does not exist when a Member fulfills expectations in relation to their Academic or Professional Responsibilities.
- 48.6 Members may use the University's resources or facilities for external professional activities in accordance with this Agreement and University policy provided such activities do not incur

incremental costs or risk to the University, or interfere with the use of University resources or facilities for the purposes of the University. Any ongoing use of resources within a Department, Faculty or Library requires the written consent of the Dean, which shall not be arbitrarily withheld.

- 48.7 When a Member's outside activities involve incremental costs to the University, the use of resources shall be subject to the prior approval of the Dean. Costs for such facilities, supplies or services shall be borne by the Member at prevailing rates set by the University, unless the Dean agrees, in writing, to waive all or part of such costs.
- 48.8 Members will have the right to state the nature and place of their employment, rank and title in connection with external professional activity and to use their University address as a mailing address so long as it is clear that they do not represent the University or speak on behalf of the University unless expressly authorized to do so.
- 48.9 If a Member plans to undertake an external professional activity that has the potential to conflict with some aspect of the Member's Academic or Professional Responsibilities, the Member must forward a request for approval to their Chair or supervising Librarian to undertake the activity in accordance with the steps set out below. The request for approval will be in writing and will include:
- a) a description of the external professional activity;
  - b) the anticipated time commitment for the external activity;
  - c) the extent, if any, of the use of University facilities, supplies, support staff or students; and
  - d) an estimate of the impact that the external professional activity will have on the Member's Academic or Professional Responsibilities.
- 48.10 The Member's Chair or supervising Librarian will forward the Member's request to the Dean or University Librarian, together with the recommendation of the Chair or supervising Librarian.
- 48.11 In making a decision to approve or reject such application, the Dean or University Librarian will consider whether or not the Member will be able to fulfill their Academic and Professional Responsibilities and may impose conditions on the approval.
- 48.12 For all Members with a full-time appointment (1.0 FTE), a description of the nature and scope of all external professional activity which taken together involves a commitment of the Member's time in excess of a half working day per week will be included in an annual report submitted to the Member's Chair with a copy to the Member's Dean or to the University Librarian. All information in such reports is confidential.

## **49. Conflict of Interest and Reasonable Apprehension of Bias**

- 49.1 For the purposes of this Article:
- a) "Immediate family member" means a spouse, partner, child, parent, or sibling;
  - b) "Initial Reviewer" means the person designated under s. [49.7](#) or s. [49.25](#) to review an allegation of Conflict of Interest or bias, or a Reasonable Apprehension of Bias;

- c) “Next level of authority” means: for a Faculty Member, the Chair; for a Chair, the Dean; and for a Librarian, the University Librarian;
- d) “Person” includes a corporation where the Member is an officer or director or owns a controlling interest in the corporation;
- e) “Reasonable Apprehension of Bias” has the meaning described in s. 49.26; and
- f) “Research activity” means a Member’s Research, Scholarly Activity, professional, and creative activity as described in the Evaluation Policy of the Faculty or Library in which the Member holds an appointment.

49.2 This Article applies to the following activities:

- a) the participation of Members and others in any recommendation or decision or the process leading to such a recommendation or decision to which this Agreement applies;
- b) the participation of Members in matters pertaining to the financial or property interests of the University;
- c) the use of confidential information acquired by a Member in the course of their employment at the University that is personal information with regard to other employees of the University or information that was intended to remain confidential to the University;
- d) the participation of Members in research activity, including the submission of applications for research funding from any granting agency; and
- e) the participation of Members in any University level committees, including, but not limited to, selection committees for positions named in s. 8.2.

49.3 In this Article, Conflicts of Interest are defined as real, perceived or potential situations in which an impartial observer might reasonably question whether actions or decisions taken by the Member on behalf of the University are influenced by considerations of private interest. In the research context, a Conflict of Interest includes a situation where financial or other personal considerations may compromise, or have the appearance of compromising, an investigator’s professional judgment in conducting or reporting research.

49.4 A Conflict of Interest does not arise where Members participate in negotiations with regard to salary, benefits or terms of employment on behalf of the Association, themselves or other Members; or the interest of the Member and any benefit to the Member is only as part of the advancement of the interests of the Member’s Academic Unit or the University as a whole.

### **Obligation to Disclose**

49.5 At the time a Member is required for salary adjustment evaluation in the Member’s Unit to submit material related to the period of review, the Member must also submit a statement to their next level of authority identifying any actual or potential Conflict of Interest that might reasonably affect the Member’s activities that fall within the scope of this Article. This statement (the “Disclosure Statement”) will be contained in a separate document, be filed in the Member’s Personnel File in the Unit, and will, except as required by this Article, be kept confidential.

49.6 At the time of applying for any research funding, a Member must include with the material submitted for the application to Research Services a certification that the Member has submitted a Disclosure Statement within the past 12 months and that there have been no material changes

after that time or that, immediately before or concurrent with the application, the Member has submitted a Disclosure Statement to his or her next level of authority. This certification must be signed by both the Member and their next level of authority.

- 49.7 A Member who becomes aware that the Member has an actual or potential Conflict of Interest not disclosed in a Disclosure Statement submitted in the past year must, as soon as is practical, take steps to deal with the conflict appropriately. These steps include:
- a) Where the conflict involves an internal University process and is not of an ongoing nature, the Member discloses the conflict to the Initial Reviewer and withdraws from the process as required in s. 49.14;
  - b) In the case of a Conflict involving a Department level process, the Initial Reviewer is the Chair;
  - c) In the case of a Conflict involving a Faculty level process, the Initial Reviewer is the Dean, or in the case of a Library, the University Librarian;
  - d) In the case of a Conflict involving a University level process, the Initial Reviewer is the Chair of the Committee. Where the Chair of the Committee is in Conflict, the Initial Reviewer is the University Secretary or designate.
  - e) Where the Conflict is of an ongoing nature, arises in the context of research, or constitutes a material change in the matters disclosed in the Member's last Disclosure Statement, the Member discloses the Conflict to their next level of authority and submits an amended Disclosure Statement.

### **Allegation of Conflict of Interest**

- 49.8 Questions of Conflict of Interest, bias, or Reasonable Apprehension of Bias that pertain to processes for evaluations of a Member and are raised by the candidate are covered by s. 30.14, s. 32.10 – s. 32.13, s. 33.10 – s. 33.11, and s. 33.45 and not by these provisions.
- 49.9 Where any person alleges in a signed statement that a Member's participation in any activity to which this Article applies gives rise to a Conflict of Interest, the allegation must be reported in writing, as required by s. 49.7. The Initial Reviewer will forward a copy of the signed allegation to the person alleged to have a Conflict of Interest, with an invitation to submit a response.

### **Determination of Whether a Conflict of Interest Exists and Resolution of Conflict**

- 49.10 Where an actual or potential Conflict of Interest has been disclosed or reported under s. 49.7, the Initial Reviewer will determine whether a Conflict of Interest exists and appropriate measures to deal with that Conflict of Interest, including whether the Conflict of Interest prevents the Member from carrying out the activity giving rise to the Conflict or whether it can be carried out with appropriate safeguards.
- 49.11 In determining the appropriate measures to deal with a Conflict of Interest, the Initial Reviewer will consider any relevant factors, including, but not limited to:
- a) any possible harm to the University or its employees, officers or others acting on its behalf if the Conflict is allowed;
  - b) any possible harm to the interest of students, clients of University services or others served by the University, if the Conflict is allowed;



- c) whether reasonable alternative arrangements are possible which do not create a Conflict of Interest or whether conditions may be imposed that would eliminate the Conflict of Interest;
- d) the consequences to the University, its reputation and future activities if the Conflict of Interest is or is not allowed;
- e) the educational, research, economic and other interest of the University;
- f) the degree to which the Conflict, where arising in the context of research, might compromise the researcher's professional judgment in conducting or reporting research; and
- g) the rights and interests of the Member.

49.12 The factors to be considered under s. 49.11 must be interpreted in light of the guarantee of academic freedom provided to Members in Article 14 *Academic Freedom*.

49.13 In determining the appropriate measures to deal with a Conflict of Interest, the Initial Reviewer may request from the Member additional information that relates directly to and is necessary to assess and decide the issue; consult with others before making a decision; and impose terms and conditions as part of a decision allowing a Member to continue to participate in decisions or research in which a Conflict of Interest may be relevant.

49.14 Where the Initial Reviewer has made a determination that a Conflict of Interest exists and the appropriate measures for dealing with it, they will notify the Member in writing and will include any terms and conditions that the Member must follow. If the Member disputes the decision, the Member may appeal the matter to the next level of review, in the normal order (Chair's decision to Dean; Dean's decision to Vice-President Academic and Provost; University Librarian's decision to Vice-President Academic and Provost, Chair of University Committee's decision to the University Secretary) for a final decision. Nothing in this Article limits the rights of the Association to exercise its rights under Article 47 *Dispute Resolution* of this Agreement.

### **Where a Conflict of Interest Exists**

49.15 Where a person has a Conflict of Interest that affects a decision in which they would have participated, that person will refrain from participating in making any recommendation or decision that directly and preferentially benefits their personal, financial or professional interest, or the personal, financial or professional interest of an immediate family member or of an individual with whom the person has or has recently had a personal, intimate relationship. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the Conflict will be discussed.

49.16 Without limiting the generality of the foregoing, unless specifically authorized by the Vice-President Academic and Provost or designate, after full written disclosure of the Conflict, a person will not with University funds or with funds administered by the University knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the person, or a member of the person's immediate family or of an individual with whom the person has or has recently had a personal, intimate relationship, has a material financial interest; or employ or otherwise engage, using University funds or funds administered by the University, an individual who is a member of the person's immediate family or with whom the person has or has recently had a personal, intimate relationship.

49.17 When a Member has been informed of a decision under s. 49.14 that prohibits the Member from carrying out a particular activity to which this Article applies or that imposes restrictions on that

activity, the Member must abide by that decision unless and until the decision is altered on appeal.

- 49.18 Failure to disclose a material Conflict of Interest or to abide by the provisions of this Article may result in proceedings against a Member under *Appendix D: Scholarly Integrity* and, in accordance with the requirements of any granting agency, require the Vice-President Research, or designate, to notify the agency of the situation.
- 49.19 Conflicts of interest with regard to the relationships between students and Members are defined in Policy AC1200 *Conflicts of Interest in Student-Faculty Relationships* (*Appendix C* to this Agreement).
- 49.20 Members will not accept additional remuneration for tutoring a student enrolled in the University where such tutoring relates to courses or tutorials that the Member is teaching as part of their employment at the University of Victoria.
- 49.21 Members will not require students to purchase learning materials from which the Member will receive a financial benefit unless:
- a) the Chair has concurred in writing that the material is the best resource for students in the circumstances; and
  - b) at least one copy of the material has been made available for public access in the library.

### **Protection of Members**

- 49.22 A Member who, in good faith, follows the procedures set out in this Article and participates in any activity to which this Article applies after receiving approval from the Initial Reviewer, or on any appeal, and carries out those activities in accordance with any plan for managing any Conflict of Interest decided upon, will be deemed not to be acting in a Conflict of Interest.

### **Reporting**

- 49.23 At the time a Chair or University Librarian makes recommendations for performance-based salary adjustment, the Chair or University Librarian will forward to the next level of authority an aggregated summary of all actual or potential Conflicts of Interest disclosed by Members for the year, how many were resolved by the Member's abstention from participation in any activity to which this Article applies and how many were resolved by establishing a protocol for managing the Conflict.
- 49.24 To the extent permitted by law, except as necessary for reporting as required in this Article, or for reasonable consultation in making or appealing a decision on the existence or continuation of a Conflict of Interest, or for managing a Conflict of Interest, information in any Disclosure Statement will be kept confidential.

### **Reasonable Apprehension of Bias**

- 49.25 A Member who has an apprehension that a person who is a member of a University committee or a participant in a decision making process concerning the Member (other than the processes set out in s. 30.14, s. 32.10 – s. 32.13, s. 33.10 – s. 33.11, and s. 33.45) is either biased or has prejudged the issue to be determined may request, in writing, that the Initial Reviewer, determine whether the Member's apprehension constitutes a Reasonable Apprehension of Bias. Where questions of bias are addressed in the Article articulating the decision-making process, the provisions of that Article apply.

- 49.26 A Reasonable Apprehension of Bias exists when a reasonable person, who is informed of the facts upon which the apprehension is based and without any knowledge of the character of the individuals other than their past or present relationship, would conclude that the Member's apprehension is a Reasonable Apprehension of Bias founded on facts. A determination that there is a Reasonable Apprehension of Bias does not mean that the person is in fact biased.
- 49.27 Where the Initial Reviewer receives a written request for a determination of whether there is a Reasonable Apprehension of Bias, the Initial Reviewer under s. 49.7 will forward a copy of the request to the person about whom the apprehension exists and invite that person to submit a response.
- 49.28 Where a written allegation of apprehension of bias has been made the Initial Reviewer will determine whether there is a Reasonable Apprehension of Bias as defined by s. 49.26.
- 49.29 Where it is determined that a Reasonable Apprehension of Bias exists, the person with regard to whom such apprehension exists will refrain from further participation in the making of any recommendation or decision or participating in the process leading to a recommendation or decision concerning the applicant or candidate. Refraining from participation means withdrawing from all or any portion of a meeting where the applicant or candidate will be discussed.
- 49.30 The determination of Reasonable Apprehension of Bias will be in effect for three years, unless at the expiry of this period, and upon the application of a Member, the Initial Reviewer confirms that the Reasonable Apprehension of Bias continues to exist. Where the Reasonable Apprehension of Bias is found to be continuing, the determination of bias will be in effect for three additional years.

## Part 10: Compensation and Benefits

### 50. Salary

#### Application

- 50.1 The Parties recognize the value of a stable and predictable salary structure that provides a fair and competitive system of compensation to Members as a means of maintaining excellence within the University.
- 50.2 Members with a Regular Academic Appointment or a Regular Librarian Appointment are eligible to receive adjustments as outlined in s. 50.7 in accordance with this Article.
- 50.3 Members with Limited-Term appointments are eligible to receive adjustments under s. 50.7 a) and s. 50.7 c) in accordance with this Article.

#### Starting Salaries

- 50.4 Starting salaries are individually negotiated. Nothing precludes a salary offer above the level of the salary floor for the rank in question.

50.5 The salary floors for the ranks, starting July 1, 2019, are as follows:

<b>Rank</b>	<b>Salary Floor</b>
Lecturer	\$77,000
Assistant Teaching Professor	\$80,000
Associate Teaching Professor	\$94,000
Teaching Professor	\$112,000
Assistant Professor	\$80,000
Associate Professor	\$94,000
Professor	\$112,000
Librarian I	\$65,000
Librarian II	\$72,000
Librarian III	\$82,000
Librarian IV	\$90,000

### **Salary Adjustments**

50.6 Salaries are adjusted effective July 1 each year, unless otherwise agreed to in this Agreement.

50.7 The types of salary adjustments, which are implemented in the following order, are:

- a) across-the-board adjustment (ATB);
- b) any increase necessary to bring the Member to the floor of the rank to which the person is being promoted, based on their salary after application of 50.7 a);
- c) Career Progress Increment (CPI);
- d) Performance Pay Increment (PPI);
- e) Outstanding Performance Recognition (OPR);
- f) Promotion Recognition Award (PRA); and
- g) any other adjustment designated in this Agreement.

### **Allocation of Salary Adjustments**

50.8 The across-the-board (ATB) adjustment is not related to the evaluation of performance and shall be applied to every eligible Member's regular base salary. The value of the ATB adjustment for each year shall be as follows:

July 1 2019 = 1.75%

July 1 2020 = 1.75%

July 1 2021 = 2.00%

50.9 Where a Member has an appointment at Reduced Workload, the dollar value of any adjustment under s. 50.7 is reduced by multiplying the value of the increments awarded by the FTE value of the appointment.

50.10 Except for the Promotion Recognition Award (PRA) and the Outstanding Performance Recognition (OPR) which are one-time adjustments to base salary, salary adjustments made on the July 1 following the evaluation scheduled under s. 50.24 shall be applied again on the July 1 of the following year.

**Increment Structure**

50.11 Career Progress and Merit Increments awarded on July 1, 2019 shall be in accordance with the 2015-2019 Collective Agreement. Commencing with the evaluation process for adjustments payable on July 1, 2020, the following provisions shall govern career progress and performance-based increments.

*Career Progress Increment (CPI)*

50.12 A CPI recognizes career progress of a Member whose performance is judged to have satisfied the expected standard of career progress, as articulated in the Faculty Evaluation Policy and Standard for their Unit, relative to career stage, in the period of review. Subject to s. 50.15, all Members will be awarded the CPI increment through the evaluation process, in accordance with s. 50.13 below.

50.13 The value of a Career Progress Increment is defined in s. 50.14 and is a function of rank and the number of years since first appointment with eligibility for tenure or continuing appointment<sup>1</sup> or, in the case of Librarians confirmed or continuing appointment, (or equivalent) at any university.

50.14

Rank	Eligibility Band (*Years since first appointment under s. <u>50.13</u> )	Value as at July 1, 2020	Value as at July 1, 2021
Assistant	0 - 7 years*	\$3200	\$3400
Associate	Promotion to Associate -17 years*	\$3000	\$3100
Professor	Promotion to Professor – 28 years*	\$2800	\$2800

Rank	Eligibility Band (*Years since first appointment under s. <u>50.13</u> )	Value as at July 1, 2020	Value as at July 1, 2021
Librarian I, Librarian II	0 - 7 years*	\$2880	\$3060
Librarian III	Promotion to Librarian III -17 years*	\$2700	\$2790
Librarian IV	Promotion to Librarian IV – 28 years*	\$2520	\$2520

<sup>1</sup> This does not include post-doc appointments, Limited Term, or those contracts for teaching “by the course”.

50.15 Members who are not meeting expectations relative to career stage will receive one half of the CPI value following evaluation. If, upon re-evaluation the following year, expectations are being met, the full value of the CPI will be awarded in the second year of the cycle. If, upon re-evaluation in the second year, expectations continue not to be met, no CPI will awarded in the second year of the cycle.

50.16 Career Progress Increments shall cease on the July 1 following the terminal year of the Member’s eligibility band. Career Progress Increments can be resumed through Promotion to the next rank. All Career Progress Increments end after 28 years since appointment as Assistant or Librarian II (or equivalent).

*Performance Pay Increment (PPI)*

50.17 The Performance Pay Increment (PPI) serves to recognize and reward performance which substantively exceeds expectations for performance relative to career stage as articulated in the Faculty Evaluation Policy and Unit Standard.

50.18 Subject to 50.19, eligible Members who are evaluated as “exceeding expectations” shall receive a Performance Pay Increment (PPI) to base salary in addition to CPI as follows:

PPI Values	Value as at July 1, 2020	Value as at July 1, 2021
Faculty	\$1000	\$1500
Librarians	\$900	\$1350

50.19 The number of Performance Pay Increments (PPI) available for distribution is equal to the Member headcount for the Faculty/Library multiplied by thirty percent. Faculties are expected to distribute PPI to no more than thirty percent of the Member headcount, taking into account pro-rata distribution among ranks and between Streams. In exceptional circumstances, the Dean may approve a higher distribution in the Unit. Should the Dean/University Librarian need to exceed the thirty percent distribution at the Faculty/Library level, the permission of the Vice-President Academic and Provost must be obtained.

50.20 As a transition provision, Members of Group A who received 2.5 MI or higher in the 2019 evaluation process shall receive a PPI increment in 2020, instead of the MI increment(s) earned under the 2015-2019 Collective Agreement.

*Outstanding Performance Recognition (OPR)*

50.21 Commencing January 1, 2021, the Outstanding Performance Recognition (OPR) is awarded to Members in the Group evaluated who have extraordinary accomplishments in the review period. OPR shall be applied to base salary on the July 1 following the award.

50.21.1 Eligible Faculty Members who are awarded OPR shall receive the amount of \$2000 in addition to CPI and PPI.

50.21.2 Eligible Librarian Members who are awarded OPR shall receive the amount of \$1800 in addition to CPI and PPI.

50.22 The number of Outstanding Performance Recognition (OPR) awards available for distribution by the Dean is equal to the Member headcount for the Faculty/Library multiplied by ten percent. Faculties are expected to distribute OPR to no more than ten percent of the Member headcount, taking into account pro-rata distribution among ranks and between Streams. In exceptional circumstances, a Dean may request that the Vice-President Academic and Provost approve a higher distribution in the Faculty.

*Promotion Recognition Award (PRA)*

50.23 Eligible Members who are promoted to the next rank shall receive a Promotion Recognition Award (PRA) applied to base salary on the July 1 the promotion is effective as follows:

50.23.1 Eligible Faculty Members who are promoted to Associate or Professor shall receive \$5000 to base salary;

50.23.2 Eligible Librarian Members who are promoted to Librarian III or IV shall receive \$4000 to base salary.

**Salary Evaluation Process**

50.24 Biennially, the performance of eligible Members shall be reviewed, in accordance with this Article, for the purpose of identifying performance-based salary adjustments under s. 50.7 to be applied on the July 1 following, and, in the case of CPI and PPI, on the subsequent July 1.

50.25 The Faculties, the University Libraries and the Division of Medical Sciences are divided into two groups as follows:

Group A	Group B
Engineering	Business
Fine Arts	Education
Human and Social Development	Humanities
Libraries	Law
Social Sciences	Medical Science
	Science

50.26 Salary reviews for Group A units are undertaken in odd numbered years. Salary reviews for Group B units are undertaken in even numbered years

- 50.27 The Chair/Supervising Librarian will review a Member's performance in accordance with the following rules:
- 50.27.1 Faculty Members are evaluated based on performance over the four years of service preceding January 1 of the year in which the Faculty Member is evaluated.
  - 50.27.2 Librarians are evaluated based on performance over the two years of service preceding January 1 of the year in which the Librarian is evaluated.
  - 50.27.3 Where a Member has been on approved leave, except Leave Without Salary, or Study or Special Leave, for more than one teaching term for Faculty Members or four months for a Librarian during the period of review, the review period is extended backward by one year.
  - 50.27.4 Where a Member has been on Leave Without Salary, the period of review will not be adjusted and will be the same as provided in s. 50.27.1 or s. 50.27.2, as applicable; or
  - 50.27.5 Where a Member has an Alternative Workload or Reduced Workload under this Agreement, or where the Member has not been employed at the University for the entire review period, quantitative expectations in the assessment shall be adjusted pro-rata.
- 50.28 Each Member shall meet with their Chair/Supervising Librarian to discuss their accomplishments during the review period, and to provide an updated curriculum vitae and a brief summary of accomplishments in a format, and by a date, identified in the Faculty/Library Evaluation Policy. The Member and the Chair/Supervising Librarian may agree to a discussion format other than an in-person meeting where warranted. In the case of tenure-track faculty, this discussion can occur during the Annual Review meeting under s. 26.4.
- 50.29 Where a Member is on leave and cannot arrange a discussion with the Chair/Supervising Librarian, the Member (except a Member on Sick Leave or Long Term Disability) will be invited to submit material for the salary evaluation on the due date. If the Member cannot or chooses not to submit this material on the due date, or the Member is on Sick Leave or Long Term Disability, then, the Chair/Supervising Librarian will make an assessment based on the most recent materials available and give notice to the Member in writing. The Member will have 5 Working Days in which to raise an objection and provide materials in support of the objection. The Chair/Supervising Librarian will consider the objection and materials and will make a recommendation to the Dean/University Librarian.
- 50.30 Following the discussion, and based on the Chair/Supervising Librarian's review of the Member's performance in relation to criteria and expectations set out in the Faculty/Library Evaluation Policy and Unit Standard (as applicable), the Chair/Supervising Librarian shall assess the Member's performance, in accordance with the distribution in s. 50.19, as one of:
- a) "meets expectations" indicating the Member is progressing as expected in their career based on expectations for the rank;
  - b) "does not meet expectations"; indicating the Member is not progressing as expected in their career based on expectations for the rank; or



- c) “exceeds expectations” indicating the Member not only “meets expectations” but is performing at a level that is substantively higher than expected.
- 50.31 The Chair/Supervising Librarian shall forward to the Dean/University Librarian a report of the recommended assessment under s. 50.30 for each Member.
- 50.31.1 The Chair/Supervising Librarian may nominate a Member who has been assessed as “exceeds expectations” for an Outstanding Performance Recognition award by providing the Dean/University Librarian with a memo outlining the rationale for the recommendation and any supporting documentation.
- 50.31.2 For any Member assessed as “does not meet expectations”, the Chair/Supervising Librarian shall provide the Dean/University Librarian with a memo outlining the performance concerns which support the assessment and any supporting documentation.
- 50.32 The Dean/University Librarian shall receive the Chairs’/Supervising Librarians’ recommendations and confirm the assessments. The Dean shall evaluate the Chairs within their Faculty and recommend assessments. The Dean/ University Librarian shall, in their sole discretion, evaluate and make recommendations on the recipients, whether or not nominated, of the Outstanding Performance Recognition (OPR) awards for the Faculty/Library based on the distribution in s. 50.22. The Dean/University Librarian shall notify the Vice-President Academic and Provost of their recommendations, seeking approval of the assessments and OPR awards no later than May 1 in their scheduled year of evaluation.
- 50.33 Before a Dean or the University Librarian forwards to the Vice-President Academic and Provost biennial salary recommendations or an in-cycle re-evaluation that would result in a CPI being reduced, the Member will be given a written statement of the reasons for not awarding full CPI and shall be given an opportunity to discuss that statement with the Dean/University Librarian.
- 50.34 Following approval by the Vice-President Academic and Provost, the Chair/Supervising Librarian shall notify the Member of their assessment and of any OPR awarded.

### **Supplementary Salary Amounts**

- 50.35 The Vice-President Academic and Provost may authorize a Unit to offer a market supplement as a recruiting measure or a retention adjustment to secure the retention of a Member.
- 50.36 The amount and terms of a market supplement will be stated in an offer letter to a candidate for an appointment. A market supplement may be a permanent salary increase or may be of a limited duration, in which case it may decline during the payment period, and may be renewable. A market supplement does not form part of a Member's regular base salary, but it is included in a Member's salary for the purpose of all benefits and Study Leave salary calculations.
- 50.37 A retention adjustment is added to the regular base salary of a current Member without any time limitation. The letter informing the Member of the retention adjustment will include the procedure to be followed in the calculation of the Member's salary when the Member is promoted, if that promotion involves a raise to the salary floor of the rank to which the Member is being promoted.
- 50.38 When a Dean or the University Librarian submits recommendations for the evaluation process to the Vice-President Academic and Provost, the Dean/University Librarian will review the salaries in

their Unit to determine whether there are any issues arising for any Members arising from salary compression or other anomalous situations, based upon a comparison with salaries across the Unit, and will submit a report to the Office of Faculty Relations and Academic Administration making any recommendations for changes.

50.39 Decisions not to award full CPI, PPI or PRA are grievable. Decisions to award or not award OPR are not subject to grievance or appeal.

### **Overpayment Recovery**

50.40 The University may take unilateral steps to recover overpaid wages, regardless of reason for overpayment, in accordance with the following provisions:

- a) Correction may be made within two months of overpayment, upon notice to the Member in advance of the adjustment. Where a one-time payroll adjustment creates a significant financial hardship for the Member, the University will consider a request for a schedule of recovery.
- b) Any corrections past two months will require the University to notify the Member in writing, with a copy to the Faculty Association specifying:
  - i) the amount of overpayment claimed;
  - ii) a general description of the situation which gave rise to the claimed overpayment;
  - iii) a detailed calculation of the claimed overpayment;
  - iv) the intended schedule of recovery;
  - v) the Member's right to consult with the Faculty Association.
- c) Any dispute with the recovery schedule must be made within 5 Working Days. Unless resolved informally, the University may commence a grievance.
- d) Notwithstanding the foregoing, if the Member voluntarily terminates employment with the University before full recovery is accomplished, complete recovery may occur to the extent possible through payroll to end-of-employment.

## **51. Benefits**

51.1 The University provides Members with the following benefits programs:

- a) Medical Services Plan;
- b) extended health benefits;
- c) dental plan;
- d) pension plan;
- e) group life insurance plans;
- f) long-term disability plan; and

g) travel accident insurance.

- 51.2 During a period of approved Leave Without Salary, Political Leave or Compassionate Leave Without Salary, a Member may continue any or all of University personnel benefits by assuming the total cost thereof including the University's contributions. Contributions may be paid in advance or on the normal monthly basis. The share of the costs normally borne by the University may be paid either directly by the Member or by another employer if the Member has obtained the agreement of another employer in a form satisfactory to the University.
- 51.3 Any change to the provisions of a particular benefit listed in s. 51.1 (excluding the jointly trusted Pension Plan), or change to the level of benefit provided will not be made without approval of both the University and the Association.
- 51.4 LTD coverage and LTD benefits will cease at the Member's Normal Retirement Date. Basic life insurance will be reduced to one times annual salary at the Member's Normal Retirement Date.
- 51.5 Pension contributions from both the Member and the University will cease at the age set by statute and the Member must begin to draw pension in accordance with the statutory rules, at that age.

### **Professional Expense Reimbursement**

- 51.6 Professional Expense Reimbursement (PER) enables eligible Members to enhance knowledge and skills by attending conferences and seminars, engaging in professional development activities and acquiring property and services that enable Members to undertake Academic and Professional Responsibilities.
- 51.7 Eligible Members are entitled to a Professional Expense Reimbursement up to the limits set by the Vice-President Academic and Provost from time to time.
- 51.8 Eligible Members with Reduced Workload will receive Professional Expense Reimbursement funds pro-rata to their FTE.
- 51.9 An eligible Member who has retired may draw on their residual funds for a period of one year post-retirement, but shall not accrue additional entitlement from date of retirement.
- 51.10 Professional Expense Reimbursement may be claimed by eligible Members in accordance with the applicable University policy for *Professional Development Expenses* and associated procedures.

### **Travel Expense Reimbursement**

- 51.11 Travel and business expense reimbursement may be claimed by eligible Members in accordance with the University's policy *Travel and Business Expenses* (FM5610) and associated procedures.

### **Tuition Scholarship**

- 51.12 Starting July 1, 2019, the University will provide \$200,000 per annum to the Association for its administration of a tuition scholarship program for Members and Members whose dependants are taking degree credit courses at the University of Victoria.

## **52. Vacation and Holidays: Faculty and Librarians**

### **Faculty Vacation and Holidays**

- 52.1 Each Faculty Member is entitled to one month of vacation in each Academic Year. Vacation shall be arranged between a Faculty Member and the Chair for a time that does not impact assigned Academic Responsibilities.
- 52.2 Where a Faculty Member wishes to take a contiguous vacation period of one month and the normal scheduling of their Teaching does not enable a contiguous period, the Faculty Member shall notify the Chair at least one month in advance of the notification of the proposed Teaching assignment in s. 12.17 and in no case later than two weeks after notification of the proposed Teaching assignments under s. 12.14. The Chair shall ensure Teaching is scheduled such that there is a period of one month free of Teaching during which the Faculty Member may take vacation.
- 52.3 There shall be no remuneration in excess of the annual salary in the event that the Member chooses to work through all or part of their vacation period.
- 52.4 Unused vacation cannot be carried over from Academic Year to Academic Year, unless it is necessary for the operation of the Academic Unit, and is approved by the Dean.
- 52.5 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University: any 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 or Vice-President Academic and Provost.

### **Librarian Vacation and Holidays**

- 52.6 The basic vacation entitlement for a Member with Regular Librarian Appointment is:
- a) 22 working days in the first through the fifth year of continuous service; and
  - b) 25 working days in the sixth year of continuous service and thereafter.
- 52.7 These entitlements will be prorated for appointments of less than 1 FTE.
- 52.8 The number of vacation days for which a Librarian is eligible will be accrued monthly from January 1 of each calendar year and be pro-rated for part-year service. Entitlements will increase on Librarians' fifth anniversary date. The accrued total at the end of a calendar year (less any vacation days taken during the calendar year) will be carried forward to the next calendar year.
- 52.9 Basic vacation entitlement will be taken by December 31 of the year following the year in which it was earned unless otherwise agreed.
- 52.10 The University recognizes long service of Librarians with Regular Appointment with supplementary vacation entitlements, to be granted once in each five-year period after becoming eligible as follows:
- a) after ten (10) years, five (5) working days;
  - b) after fifteen (15) years, ten (10) working days;
  - c) after twenty (20) years, fifteen (15) Working Days; and

- d) after twenty-five (25) years and every five (5) years thereafter, twenty (20) Working Days.
- 52.11 Long service vacation must be used within five years after it is awarded, and if not used during that period, it will be forfeited.
- 52.12 Librarians will schedule their vacations after consultation with and approval by their supervisors, who will ensure that an annual vacation record for each Librarian is maintained.
- 52.13 Vacation may not be taken in such a way as to interfere with scheduled Professional Responsibilities.
- 52.14 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University: any 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 or Vice-President Academic and Provost.

## Part 11: Resignation and Retirement

### 53. Resignation and Retirement

#### Resignation

- 53.1 When considering resignation, a Member who is resigning must give a reasonable period of written notice to the University. Once written notice is given, that notice is irrevocable, unless it is withdrawn by the Member with consent of the Vice President Academic and Provost or designate.
- 53.1.1 In the case of a Faculty Member, reasonable notice means notice that is given at least four months in advance of the commencement of the Member's next scheduled teaching term.
- 53.1.2 In the case of a Librarian, reasonable notice means at least one month's notice.

#### Retirement

- 53.2 A Member wishing to retire from a University appointment or commence a phased-in retirement plan as described in this Article will provide a minimum 6 months' written notice and preferably, to facilitate academic planning, 12 months' notice. Retirements shall be effective on a June 30 or December 31. Once written notice is given, that notice is irrevocable, unless it is withdrawn by the Member with consent of the Vice President Academic and Provost or designate.
- 53.2.1 The period of notice or the retirement effective date may be altered at the Member's request, with the approval of the Dean and the Vice President Academic and Provost or designate.
- 53.3 Long-term Disability coverage and Long-term Disability benefits will cease at the Member's Normal Retirement Date (NRD), and basic life insurance will be reduced to one times annual salary at the Member's NRD.
- 53.4 Pension contributions from both the Member and the University will cease at the earlier of the date a Member retires and November 30 of the year in which the Member reaches the maximum age set by statute. In all cases a Member must commence their pension no later than the date allowed by statute.

## Retirement Phase-In Plan

- 53.5 The retirement phase-in plan program includes provision for a Reduced Workload for a one, two, or three year period at the end of which the Member is irrevocably committed to retire.
- 53.6 A retirement phase-in plan must commence on January 1 or July 1. For faculty who teach in summer term, a retirement phase-in plan may also commence on September 1.
- 53.7 A Member who participates in a retirement phase-in plan is entitled to all normally available salary increments and negotiated salary increases, pro-rated for FTE, and to all other terms and conditions of employment of this Agreement except as set out in this Article.
- 53.8 A Member may elect to commence a retirement phase-in plan if that Member has at least 10 years of pensionable service at the University of Victoria and is 55 or older at the time the plan will commence.
- 53.9 Once a Member has requested a phased-in retirement plan, that request, subject to the provisions of s. 53.11, is irrevocable, unless it is withdrawn by the Member with consent of the Vice President Academic and Provost or designate.
- 53.10 The Member's request shall be made to their Chair. The Chair shall make a recommendation to the Dean. A retirement phase-in plan must be approved by the Dean, and by the Vice President Academic and Provost or designate.
- 53.11 Once a retirement phase-in plan has been approved, alterations to that plan must be approved by the Dean, and by the Vice President Academic and Provost or designate. Approvals of alterations of the plan will not be unreasonably withheld. Any alteration to the retirement date is subject to s. 53.2.
- 53.12 Once a Member has commenced a retirement phase-in plan, the Member and the University will continue to make pension contributions for the Member based on a notional salary which will be equivalent to the Member's salary, as determined at July 1 in each year of the phase-in plan, computed as if the Member had continued to work at the Member's regular FTE prior to entering the phase-in plan. Pension contributions will terminate on either the irrevocable retirement date or the required pension commencement date, as set by statute, whichever comes first.
- 53.13 During a retirement phase-in plan, the Member will continue to receive the level of benefit coverage for Sick Leave, extended health, dental care, Long-Term Disability and Medical Services Plan that the Member would be entitled to if the Member had not entered the retirement phase-in plan except as provided in this Article. Salary during Sick Leave and Long-Term Disability will reflect the actual Workload of the Member during the period of absence. At the Member's NRD, Long-Term Disability coverage and benefits cease. Coverage for basic life insurance will be the applicable multiplier for the Member's age (pre NRD or post NRD) times the Member's salary at the time of death calculated using the Member's average FTE over the entire period of the retirement phase-in plan.
- 53.14 For purposes of eligibility for UVic benefit plans, the Member's FTE will be deemed never to fall below 0.5 FTE.
- 53.15 For the period of a Member's retirement phase-in plan, the Member shall specify a Reduced Workload arrangement for each year of the plan subject to the following conditions:

- a) The Workload in any given year during the phased retirement plan will not fall below 0.25 of FTE;
  - b) The assignable Teaching Workload does not represent fractional courses in an Academic Year unless the Chair determines it meets the operational needs of the Unit; and
  - c) The cumulative Workload over a retirement phase-in plan will be at least 1.5 FTE for a three-year plan, 1.0 FTE for a two-year plan, and 0.25 FTE for a one-year plan.
- 53.16 If the annual FTE is 0.5 or less, the Member may fulfill the annual requirements for the appointment in six months of the year if the Chair can accommodate this operationally. The configuration of duties must be included in the plan as submitted.
- 53.17 Subject to s. 53.15, normally, the FTE for each year, excluding periods of Study or Administrative Leave, will be set at 1.0, 0.75, 2/3, 0.5, 1/3 or 0.25.
- 53.18 The FTE during the period of a Study Leave or Administrative Leave taken during a retirement phase-in plan (see s. 53.22) will be prorated based on the FTE during the qualifying period (which does not include the retirement phase-in plan period).
- 53.19 The Member's salary during the retirement phase-in plan will be prorated each year to the FTE specified in the plan and, during any period of Study or Administrative Leave, will be as determined under s. 53.18 and the relevant leave Article of this Agreement.
- 53.20 The number of course units to be taught by a Faculty Member during a retirement phase-in plan will be determined as follows:
- 53.20.1 The prorated teaching expectation (PTE) is the Faculty Member's cumulative FTE for the period of the plan times the number of course units they would annually teach at 1.0 FTE which is determined in accordance with the Unit's Standard for Normal Workload arrangements.
  - 53.20.2 For a Faculty Member who takes a Study or Administrative Leave during their retirement phase-in plan, the PTE is reduced by the number of course units release the Member is entitled to for that leave in accordance with the relevant leave Article.
  - 53.20.3 The actual number of course units taught by the Faculty Member during the Member's retirement phase-in plan must meet or exceed the PTE, as determined in s. 53.15.
- 53.21 A Member's retirement phase-in plan may include an Alternative Workload arrangement under Article 13 Standards and Workload. Approval of such an Alternative Workload arrangement will be granted unless the proposed plan would seriously disrupt the operational needs of the Unit. Normally, an Alternative Workload arrangement will be fixed for the entire retirement phase-in plan.
- 53.22 Where a Member enters into a retirement phase-in plan, their eligibility and terms for Study Leave or Administrative Leave, including the obligation to return, are as provided in Article 34 Study Leave: Faculty, Article 35 Study Leave: Librarians, and Article 36 Administrative Leave except that there will be no accrual of service towards Study Leave or Administrative Leave eligibility once a retirement phase-in plan commences. The period of notice to commence a retirement phase-in plan contributes to accrued service.

53.23 A Study Leave or Administrative Leave taken during the phase-in plan must be approved before a Member may commence a retirement phase-in plan.

## Part 12: Chairs and Directors

### 54. Chairs and Directors

54.1 This Article applies to Chairs of Departments (Directors of Schools), including Acting Chairs within departmentalized Faculties.

#### Composition of the Chair Search Committee

54.2 At least six months in advance of a Chair position becoming vacant or immediately when a Chair term ends unexpectedly, the Dean will constitute a Chair Search Committee from within the Department in accordance with the departmental policy identifying the composition of the Chair Search Committee. The policy shall be completed within six months of the ratification of this Agreement and approved by the Dean.

54.2.1 The Committee will include at least three Faculty Members and one staff member from the Department.

54.2.1.1 The Committee may include one additional Member from another Department; and the Committee may include such additional members, including student, staff or community members, that the Department deems necessary, attending particularly to equity and disciplinary diversity of the committee.

54.2.2 The Dean or an Associate Dean of the Faculty shall be the Committee Chair.

54.2.3 Committee members must immediately declare to the Committee Chair any Conflict of Interest or potential for bias or apprehension of bias that arises, pursuant to Article 49 *Conflict of Interest and Reasonable Apprehension of Bias*.

#### Role of the Committee

54.3 The Committee shall comply with s. 32.2 h) and i) and s. 32.3 e), f) and g) in its selection of a Chair.

54.3.1 The Committee will describe the qualifications and job criteria of the Chair in detail, after consulting with members of the Department, including staff. The qualifications and criteria shall be consistent with this Article.

54.3.2 The Committee shall advise the Dean if they recommend an external search. Any external search is subject to approval of the Dean and the Vice-President Academic and Provost. In the event of an external search, the Committee shall develop the qualifications and criteria in s. 54.3.1 and post the advertisement in accordance with University practice.

54.3.3 As appropriate to the nature of the search, the Committee shall:

- a) determine its process in advance, including how short lists will be formulated, the elements of a site visit, and the methods of assessment and selection;
- b) communicate the process to the Department and keep them advised of progress;



- c) keep minutes of its decisions and actions;
- d) seek the names of candidates from within the Department;
- e) confirm the willingness of candidates to serve;
- f) solicit and receive applications;
- g) interview short-listed candidates;
- h) arrange for members of the Department to give feedback on short-listed candidates;
- i) determine the most suitable candidate based on the qualifications, criteria and ability to successfully undertake the duties described in this Article; and
- j) recommend the most suitable candidate to the Department.

54.4 All decisions of the Committee will be made by a simple majority vote which will be held by secret ballot. No abstentions, proxies or electronic votes (unless by in-person synchronous remote communication) are allowed on any vote of the Committee. Committee members must be present at the Committee's interviews of all the candidates to be entitled to participate in the Committee's vote to recommend a candidate. Quorum for any meeting resulting in a recommendation or decision will be 75% of those entitled to vote. The Committee Chair is non-voting but will cast the deciding vote in the case of a tie.

54.5 Where an external candidate is recommended by the Selection Committee, the Department appointment committee must be in support of the appointment and must recommend rank under the Department's process for hiring new faculty.

54.5.1 The candidate selected by the Chair Search Committee must be ratified by 60% of votes cast by eligible Members in the Department. All eligible Members must vote, except for those on approved leave. Votes not cast by those required to vote will be counted as in support of ratification.

54.5.1.1 The ratification process will be conducted by secret ballot following procedures in place within the Faculty in which the Department is located.

54.6 Where 60% of votes are counted as in support of ratification of the candidate, the candidate shall be recommended to the Dean and to the Vice-President Academic and Provost for approval. Where the recommendation is made, the recommendation report will include the Committee's reasons for recommendation, whether the ratification vote was in support of ratification of the candidate or not, and, in the case of an external candidate, the recommendation of the Department appointments committee.

### **Qualifications**

54.7 An internal candidate for the position of Chair must hold a Tenured faculty Research Stream appointment at the University and have an established record of scholarly achievement.

54.7.1 Notwithstanding s. 54.7, in exceptional circumstances, the Department may recommend a Member who has a Tenured Teaching Stream appointment, to serve as Acting Chair, Associate Chair or as Chair for up to three years, provided that mechanisms are put in place to ensure proper administration of evaluative duties.

- 54.8 An external candidate for the position of Chair must be eligible to hold a Tenured faculty Research Stream appointment at the University and have an established record of scholarly achievement.
- 54.9 In a professional program, the Chair may be expected to hold the appropriate professional qualifications and be able to maintain the professional standing, regulatory approval and/or accreditation of the program.
- 54.10 The Chair should have the ability to maintain the confidence and cooperation of the Department and to provide leadership in the pursuit of Teaching and Research excellence; to promote equity, diversity and inclusion; to uphold and foster collegial governance with the Department, the Dean's Office, and other administrative units of the University; to advocate for and support Members, staff and students in their work; and to effectively and efficiently manage the Department's administrative affairs, exercising good judgment in decision-making. The Chair should have high level interpersonal skills, good judgment, be consultative and collegial, and have a proven record of success as a leader.

### **Duties of the Chair**

- 54.11 The Chair reports to the Dean of the Faculty.
- 54.12 The Chair may delegate some duties to committees established in the Department or to another Faculty Member with administrative responsibilities, but the Chair remains responsible for the delegated work.
- 54.13 The Chair has a special responsibility to exercise leadership in collegial governance within the Department. This includes the duty to:
- a) foster practices of openness and transparency in Departmental governance;
  - b) uphold and promote employment equity policy and goals within the Department; and
  - c) address professional conflicts and Conflict of Interest in a timely fashion as they arise.
- 54.14 The Chair has primary responsibility to provide academic, operational and administrative leadership to the Department, in particular the encouragement of excellence in Teaching, Research and Scholarly Activity and Service within the Department. This includes the duty to:
- a) advance the interests of the Department in accordance with the goals of the Faculty and the University including through service on committees, participation in formal and informal consultations and projects, liaison with a wide range of units, including both academic and administrative, providing advice to the Dean of the Faculty and to the Dean of the Faculty of Graduate Studies and supporting connections with external organizations appropriate to the discipline;
  - b) encourage and support Members within the Department in their pursuit of excellence in Teaching and Research, and foster a climate that celebrates accomplishments and promotes an equitable and collegial environment;
  - c) lead and implement academic and resource planning to increase and sustain quality in Teaching and Research within the Department;
  - d) lead the overall development and advancement of the academic program and manage its delivery, which includes developing staffing plans, managing the budget and financial

operations of the Department, allocating academic resources within the Department and, when appropriate, working to develop the necessary resources from internal and external sources;

- e) exercise leadership in promoting and implementing employment equity, diversity and inclusion policy and goals within the Department including, but not limited to, enabling Members to engage fully in Academic Responsibilities and collegial process by addressing areas of marginalization and making best efforts to schedule classes and department meetings at times that are considerate of Members affected by standard childcare pickup/drop off times;
- f) oversee the proper discharge of administrative duties within the Department including, but not limited to, the advising of students, development of student programs, and compliance with University policies, applicable legislation and regulations, and health and safety standards;
- g) manage the appointment, professional development, performance and recognition of staff within the Department;
- h) provide supervision, advice, guidance and mentoring to Faculty Members, and academic and professional staff within the Department;
- i) conduct reviews of Faculty Member performance as required by this Agreement and provide guidance to Faculty Members in their efforts to attain standards required for Reappointment, Continuing Appointment, Promotion or Tenure;
- j) recommend to the Dean compensation increases and the granting of all forms of leave or other entitlements under this Agreement for Members in the Department;
- k) advise the Dean of compensation anomalies as they arise and recommend appropriate redress for such anomalies;
- l) participate, as a member of the University's leadership team, and an advocate and representative of their Unit, in developing and forwarding the strategic initiatives of the University;
- m) foster a culture of responsiveness to students which will include celebrating accomplishments, providing advice and guidance on issues that impact students' academic participation, investigating complaints, and hearing appeals;
- n) apply and fulfill the requirements of relevant collective agreements in an equitable manner, consulting appropriately in their interpretation and application, and participating fully in their implementation;
- o) apply the Standard for the Unit in a fair and equitable manner and oversee its review and amendment from time to time as required by this Agreement or as needed to enable the Department to meet its academic objectives and mandate;
- p) apply the standards, policies and procedures of the Faculty, the Faculty of Graduate Studies, and the University in a fair and consistent manner;
- q) participate in training, as required, to understand obligations under the law, University policy and relevant collective agreements, or to understand best practice in relation to matters pertaining to their role;

- r) consult, as appropriate, with Faculty Members, staff and students within the Department so as to formulate departmental policy and reach decisions that foster respect, civility and cooperation across the University community;
- s) act as chair of meetings of the Department;
- t) act as chair of the Appointment Reappointment, Promotion and Tenure (ARPT) Committee(s) of the Department, undertaking duties and ensuring its function in accordance with this Agreement and best practice and encouraging application of equity, diversity and inclusion principles;
- u) in consultation with the Dean, manage the space allocation within the Department;
- v) facilitate, at the direction of the Dean, and in consultation with the Dean of the Faculty of Graduate Studies, where appropriate, periodic internal and external reviews of the Department, including reviews of professional programs required for accreditation purposes;
- w) advise the Dean and the Dean of the Faculty of Graduate Studies on any other matters to further promote the objectives of the Department, the Faculty and the Faculty of Graduate Studies, and the University overall.

### **Term of Appointment and Reappointment**

54.15 The appointment of a Member as Chair or Associate Chair of a Department will normally be for a period of three or five years.

54.15.1 A Chair or Associate Chair may be re-appointed to additional terms to a maximum of ten consecutive years (excluding administrative leaves).

### **Review and Reappointment**

54.16 In advance of the end of the Chair's term, the Dean will solicit feedback from members of the Department on the needs of the Department with regard to the next Chair term.

54.16.1 The feedback will be anonymized and summarized and shared with the Chair and the Department.

54.17 The Chair will then declare formally whether or not they wish to stand for an additional term.

54.17.1 An incumbent Chair who notifies the Dean of their interest in standing for an additional term may do so without a Chair Search Committee being constituted.

54.18 Where the current incumbent has indicated interest in an additional term, the Dean will also solicit feedback on the performance of the Chair.

54.18.1 The feedback will be anonymized and summarized and shared with the Chair and the Department.

54.19 The incumbent Chair shall complete and provide a self-assessment to the Dean and shall make a public presentation, paying particular attention to responding to the feedback received in s. 54.16.1 and s. 54.18.1.

54.20 An incumbent Chair standing for reappointment must be ratified and recommended in accordance with s. 54.5.1 and s. 54.6.

## **Termination of Chair Appointment**

- 54.19 The term of a Chair appointment may be ended by the expiry of the appointment without renewal, the resignation of the Chair, or by termination of the appointment as Chair in accordance with the following provisions.
- 54.20 Should the Dean have, or become aware of, concerns with the Chair's performance in the Chair role or a disciplinary matter that would impair the ability of the Chair to continue in their role, the Dean shall bring these concerns to the attention of the Chair, and give sufficient opportunity for the Chair to respond. If the Dean considers the response to be inadequate to facilitate the proper function of the Chair role, the Dean shall seek the feedback of the Department members on the performance of the Chair.
- 54.21 The Dean shall summarize the concerns, the Chair's response, the feedback of the Department members and the Dean's recommendation in a report, which shall be sent to the Vice-President Academic and Provost, with a copy to the Chair. The Chair may request a meeting with the Vice-President Academic and Provost within 5 Working days of receiving the report for the purpose of making submissions. If the Vice-President Academic and Provost, upon review of the report and consideration of any submissions of the Chair, recommends termination of the Chair appointment, the Vice-President Academic and Provost shall make a recommendation to the President. The Vice-President Academic and Provost may also advise the Dean regarding conditions under which the Chair appointment can continue. A copy of the recommendation or advice shall be provided to the Chair and to the Dean.
- 54.22 The President shall determine whether or not to accept the recommendation of the Vice-President Academic and Provost to terminate the Chair appointment. The decision shall be in writing, with reasons and shall be provided to the Chair, the Dean and to the Vice-President Academic and Provost.
- 54.23 Termination of an administrative appointment does not, in itself, terminate any underlying base faculty or Librarian appointment.

## **Associate Chair**

- 54.24 A Department may apply to the Dean for approval for an Associate Chair position by outlining the need for the position, the responsibilities of the position, the proposed terms and duration of the appointment and the funding arrangements for any proposed stipend or course release.
- 54.24.1 Where the approved appointment is for more than six months, an Associate Chair will be appointed following the procedures for appointment of a Chair in this Article.
- 54.24.2 Sections 54.19 to 54.23 shall apply to an Associate Chair.

## **Stipend**

- 54.25 The annual stipend for a Chair shall be provided in accordance with University policy and may be supplemented with, or substituted with Teaching release and/or a Research allowance, upon recommendation of the Dean and approval of the Vice-President Academic and Provost.
- 54.25.1 An Acting Chair is eligible for a stipend if they are serving six months or longer.

## **Evaluation of Chairs**

- 54.26 A Chair shall be given an Alternative Workload, under the provisions of Article 13 Standards and Workload, to reflect the proportion of Service required to undertake the duties of Chair, and to inform any evaluation of Academic Responsibilities.
- 54.27 In the performance evaluation process under Article 50 Salary, the Research and Teaching components of a Chair's Academic Responsibilities are evaluated by the Dean in relation to the Chair's peers in the Department. The Service component is evaluated in relation to the other Chairs and Directors in the Faculty.

## **Appointment of an Acting Chair**

- 54.28 A Chair, in consultation with the Dean, may designate a Faculty Member holding a Regular Academic Appointment in the Unit to act on their behalf when the Chair is away from campus and is unable to undertake the duties of Chair. Such a designation may only be for a period of no more than one month. In the event that the Chair will be away for longer than one month, but no more than six months, the Chair must consult with members of the Department and the Dean must approve the appointment. Where the Chair will be away for more than six months, but has not stepped down from the position, an Acting Chair will be appointed under s. 54.29 and will be granted an Alternative Workload arrangement.
- 54.29 If the appointment of an Acting Chair is to fill a vacant Chair position for more than six months, the Dean will consult with the members of the Department and will recommend a Tenured Faculty Member with qualifications as per s. 54.7 – s. 54.10. The recommended candidate must be ratified in accordance with s. 54.5.1 before the appointment is approved by the Dean and Vice-President Academic and Provost under s. 54.6.
- 54.30 If the appointment of an Acting Chair is to fill a vacant Chair position for more than eighteen months, the procedures will be the same as those used for the appointment of a Chair from internal candidates.

# **Part 13: Contingency Agreements**

## **55. Program Discontinuance**

- 55.1 This Article applies only where the discontinuance of a course of study, program, Faculty, School or Department may result in the lay-off of Members. Sections 55.13 – 55.23 will only be invoked after the process outlined in s. 55.6 – s. 55.12 has been completed.

## **Role of Senate and Board**

- 55.2 The Parties recognize the authority of the Senate and the Board under the University Act with regard to the establishment and discontinuance of a course of study, program, Department, School or Faculty.
- 55.3 The President of the University, a Vice-President, Associate Vice-President or Dean will not recommend to Senate that a course of study, program, Department, School or Faculty be discontinued unless there are bona fide academic reasons for making such a recommendation.

## **Security of Employment**

- 55.4 Where the discontinuance of a course of study, program, Department, School or Faculty may affect the security of employment of Members, the University will endeavour to maintain the employment of Members whenever possible, recognizing the following:
- a) the importance of Tenure as a protection of academic freedom;
  - b) the long-term commitment made by Members to an academic career at the University; and
  - c) a Member's ability to contribute to the University in many ways.
- 55.5 If, under these provisions, the Board of Governors approves the discontinuance of a program that is anticipated to result in lay-offs of Members, a labour adjustment committee will be constituted by the Association and the University and the procedures of s. 55.17 – s. 55.21 will be followed.

## **Proposal for Discontinuance**

- 55.6 Before the President of the University, a Vice-President, Associate Vice-President or Dean submits to Senate a proposal for discontinuance under this Article, a copy of the proposal must be sent to the President of the Association, and the Members in the affected Academic Unit.
- 55.7 The written proposal must contain:
- a) a detailed statement of the reasons for such a proposal;
  - b) details of the consequences of the proposal with regard to the employment status of Members including any proposed voluntary transfers of Members to other Academic Units;
  - c) any proposed voluntary transfers to academic administrative positions;
  - d) any proposed voluntary retirements or resignations;
  - e) any proposed voluntary reduction in the FTE of appointments;
  - f) any other measures that have been made available to Members before considering the need to lay off Members; and
  - g) the proposed lay-off of Members.

## **Review Committee**

- 55.8 Before deciding whether or not to forward the proposal to Senate, the President will, within 15 Working days of sending a copy of the proposal to the President of the Association, establish a review committee that is advisory to the President. The review committee will consist of five members: two nominated by the President of the Association, two nominated by the President of the University and one member jointly named by the two Presidents. The committee will select its own chair. The members must have relevant academic expertise and suitable qualifications for the reviewing task. No member of the committee will be a member of the Unit that would be affected by the proposal for discontinuance.
- 55.9 The University will cooperate with the committee by making available to it all relevant data and information, and providing it with appropriate and essential resources.
- 55.10 The review committee will provide all interested persons or groups with an opportunity to make submissions with regard to all aspects of the proposal referred to in s. 55.7, and submit its report containing its comments and advice with regard to the proposal within 40 Working days of its

appointment. The report may contain dissenting views in whole or in part or with respect to any specific issue.

- 55.11 With regard to the course of study, program, Faculty, School or Department proposed for discontinuance, the committee will address the following questions in its report:
- a) whether there are bona fide academic reasons for the proposed discontinuance. In making this assessment, the review committee will consider:
    - i) the quality of Teaching and/or Research and Scholarly Activity;
    - ii) any relevant academic reviews either internal or external (internal academic accreditation reports, or evaluations by other professional or academic bodies);
    - iii) success in placement of graduates in graduate programs or occupations; and
    - iv) any other criteria identified in the proposal or expressly considered relevant by the Committee;
  - b) the relationship of the course of study, program, Faculty, School or Department proposed for discontinuance with other programs or Units within the University;
  - c) whether the course of study, program, Faculty, School, or Department proposed for discontinuance has attracted an acceptable enrolment in the past four years (unless a shorter period of initial review was specified by the Senate and Board of Governors at the time of the approval of a program or course of study) and, if not, whether this situation is likely to continue;
  - d) whether any academic deficiencies can be remedied within three years and, if so, how;
  - e) any other questions the review committee deems appropriate; and
  - f) the reasonableness of the proposals and the consequences described under s. 55.7.

55.12 The report of the review committee will be delivered to the President. Copies of the report will be delivered concurrently to the Members in the affected Unit, the relevant Dean and Chair, and the President of the Association, who will have 20 Working days to consider the report and deliver a response in writing to the President of the University.

### **President's Recommendation**

55.13 Following the receipt of the report of the review committee, and the responses to it, the President of the University will determine whether or not to submit a proposal for discontinuance to the Senate Planning Committee for consideration and recommendation to Senate.

55.14 If the President submits a proposal for discontinuance to Senate, the report of the review committee and any responses to it will accompany the proposal.

### **Association's Submission to the Board**

55.15 If, on the recommendation of the President, the Senate makes a recommendation to the Board of Governors that a course of study, program, Department, School or Faculty be discontinued, the President of the University will, within 20 Working days, invite the Association to make a written submission to the Board.



### **Board of Governors' Decision**

55.16 If the Board of Governors directs that a program be discontinued, the President of the University will notify the President of the Association and they or their designates will appoint a labour adjustment committee to follow the procedures of s. 55.17 – s. 55.21.

### **Labour Adjustment Process**

55.17 Where a program is to be discontinued and lay-offs are anticipated as a result, within ten Working days of the decision of the Board of Governors, the President of the University and the President of the Association, or their designates, will appoint a labour adjustment committee, consisting of an equal number of appointees by each.

55.18 The labour adjustment committee will meet within 5 Working days of its appointment and will review every proposed lay-off caused by the program discontinuance. The committee will first canvass Members who are proposed to be laid off as to whether any would be willing to take a reduced appointment or to retire in order to avoid lay-offs. For remaining Members who would otherwise be laid off, the committee will use its best efforts to determine an appropriate transfer to another Unit within the University of each such Member. The committee may recommend that the University provide additional training for up to two years of any Member who requires such training in order to accept an offered transfer and the Member will be entitled to undertake that training without payment of tuition or fees to the University.

55.19 The committee will provide a report to the President of the University and the President of the Association outlining its deliberations and recommendations for transfers to other Units.

55.20 Members to be transferred will retain their rank, salaries, seniority and years accrued toward Study Leave in their new Units and will not be transferred without their consent. Units to whom transfers are to be made will not unreasonably refuse to accept a transfer arising from this process.

55.21 The University has the right, in its sole discretion, to offer enhanced voluntary severance packages to any Member to avoid a lay-off. Members dealing with an offer of an enhanced voluntary severance package are entitled to the assistance of the Faculty Association.

### **Members Not Transferred**

55.22 If, after the labour adjustment committee has made its report, there are still Members who have not taken voluntary retirement, or voluntary severance or have not been transferred to another Unit, those Members will continue in their normal positions in their Faculty or the Libraries for a period of 1 (one) year at their regular salary. During this year, in the case of a Faculty Member, the Dean will assign Teaching duties where possible, consistent with the Standard for the Unit.

55.23 During this year, the Member, the Dean or University Librarian and a representative of the Faculty Association will continue to work towards finding an acceptable permanent transfer of the Member within the University.

55.24 If at the end of the year, the Member has not accepted a transfer or taken voluntary retirement or voluntary severance, the Member will be laid off. Notice, severance and recall rights of the Member will be as provided for in s. 56.36 – s. 56.47.

### **Costs of Committee**

55.25 The cost of the review committee established under this Article will be borne by the University.

## **56. Financial Exigency**

- 56.1 The Parties agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom. Any lay-off for budgetary reasons of Tenured or Tenure-track Members, of Assistant or Associate Teaching Professors holding Continuing Appointments, or of Librarians with Regular Librarian Appointments will occur only during a state of financial exigency declared by the Board of Governors under this Article.
- 56.2 For the purposes of this Agreement, a state of financial exigency occurs when the University's budget forecasts, prepared by using generally accepted accounting principles, project substantial and recurring financial deficits that will affect the continued functioning of the University as a whole and that will persist for two years or more unless there is a reduction in expenditures.
- 56.3 The use of the term "accounting" in s. 56.2 – s. 56.5, and other Sections of this Article includes future predicted costs.

### **Declaration of Financial Exigency**

- 56.4 When the Board of Governors considers that a financial exigency exists within the meaning of s. 56.2, the Board of Governors may declare a financial exigency and specify the required base budget reduction expressed in dollars. Where such a declaration is made, the President of the University will give notice of the declaration to the Association within five Working days stating that the Board of Governors intends to act in accordance with the procedures set out below.
- 56.5 Within five Working days of giving notice of a declaration that a financial exigency exists, the Board of Governors will forward to the Association all financial documentation upon which the Board of Governors based its declaration of financial exigency. The documentation will be sufficiently detailed that by using generally accepted accounting principles a state of financial exigency can be evaluated.
- 56.6 After a declaration of financial exigency has been made, the Board of Governors agrees in the recall period, not to make new appointments in any Faculty or the University Libraries where the holder of such appointment would be represented by the Association under this Agreement unless all recall rights under this Article have been exhausted; and agrees that if it creates and fills any new academic administrative positions that are described in s. 4.3 a) or b) in addition to those that are in existence at the date of the declaration of financial exigency, the University will recall a Member or Members with combined salaries that are equivalent to at least 1.25 times the salary of each new academic administrative appointment. Where this figure is not sufficient to pay the full salary of the person being recalled under this provision, the figure will be rounded up to include the full salary of the person being recalled.
- 56.7 Nothing in this Article prevents the University from renewing the appointment of a person holding a position described in s. 4.3 a) and b) or making a new appointment to a position described in s. 4.3 a) and b).
- 56.8 Lay-off of Members under this Article will occur only after a state of financial exigency has been declared by the Board of Governors in accordance with the procedures contained in this Article; efforts to alleviate the financial crisis by economies in all other segments of the budget have been

undertaken; and all reasonable means of improving the University's revenues have been exhausted.

- 56.9 No Member will be laid-off, terminated, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for financial reasons, except in accordance with this Article. However, this Article does not preclude the non-renewal of Members on limited-term appointments, or lay-offs, where the conditions and procedures of this Article have been satisfied.

### **Financial Commission**

- 56.10 Within 15 days of the notice specified in s. 56.4 above, the Board will establish a financial commission consisting of five (5) members, two (2) of whom will be appointed by the Board of Governors, two (2) of whom will be appointed by the Association, and the fifth of whom will be an independent chair selected by the other four (4) members of the commission. In the event the other members of the commission cannot agree on a chair, the chair will be named by a Justice of the Supreme Court of British Columbia upon application being made by the Parties to the Court. No member of the financial commission will be a government official.
- 56.11 The financial commission will review the material on the state of financial exigency and either verify to the Board of Governors the existence of such a financial exigency or report that such a financial exigency does not exist.
- 56.12 The University will co-operate with the financial commission in its deliberations and will provide all documentation necessary to establish to the satisfaction of the financial commission whether a state of financial exigency exists within the meaning of this Article.
- 56.13 The financial commission will establish its own procedures; however, all decisions of the financial commission will be by majority vote of the members of the financial commission.
- 56.14 The financial commission will invite submissions on the University's financial condition and consider:
- a) whether the University's financial position constitutes a state of financial exigency as defined in s. 56.2;
  - b) whether a reduction in the number of Members and/or a reduction in the salaries and benefits of Members is a reasonable way to effect a cost-saving, given the primacy of academic goals within the University;
  - c) whether other means of achieving savings have been explored and utilized;
  - d) whether every reasonable effort has been made to secure further assistance from the provincial government and to improve the University's revenue position by other means, including borrowing with the approval of the government as required by the *University Act*;
  - e) whether revenue estimates from enrolment projections are consistent with any proposed reduction in the complement of Members;
  - f) whether all other reasonable means of reducing the complement of Members including voluntary early retirement, voluntary resignation, voluntary reduced appointment status, and transfer have been considered and implemented; and
  - g) any other matters that it considers relevant to the proposed financial exigency.

- 56.15 The financial commission will respond to each category listed above in its report.
- 56.16 The financial commission will make its report to the Board and the Association within three months of its appointment. If the financial commission verifies that there is a state of financial exigency, it will recommend the required base-budget reduction expressed in dollars. It will also recommend the portion of that reduction that would be achieved by laying off Members, or by reducing expenditures on Members' salaries and benefits.
- 56.17 When the report of the financial commission verifying that a financial exigency exists is made known to the Association, the Association will invite Members to recommend proposals for the use of voluntary measures to bring about savings in expenditures for Members' salaries and benefits.

### **Renegotiation Period**

- 56.18 In the event of a declaration of financial exigency, if either Party serves notice to the other no later than 7 Working days after the Board of Governors has declared financial exigency, notwithstanding any provisions of this Agreement or other Agreement between the Parties, the Parties will attempt in good faith to renegotiate provisions of the Agreement bearing directly on salaries and benefits, or reach other mutually acceptable emergency methods of reducing expenditures that could avert lay-offs or decrease the number of lay-offs, including a proposal for reduction in salaries proportionate to the required cut, or lay-off days each year during the period of financial exigency. The negotiations will be completed within 40 calendar days after the first meeting unless the period is extended by mutual agreement.
- 56.19 Any agreement reached under these provisions will be applicable only if the financial commission verifies, under s. 56.11, that there is a financial exigency and will come into effect only after such a declaration is verified.
- 56.20 If the financial commission verifies, under s. 56.11, that there is a financial exigency, and if there is no agreement under s. 56.18 on measures to reduce expenditures, the University may proceed with lay-offs to achieve the necessary reductions in accordance with the procedures set out below.
- 56.21 If the financial commission finds that no financial exigency exists in the sense of s. 56.2, the Board of Governors will be precluded from invoking any of the provisions of this Article again in the same fiscal year, and any agreement under s. 56.18 will be considered null and void unless both parties subsequently agree that it is to their mutual advantage to proceed with such an agreement.

### **Lay-off Procedures**

- 56.22 Members who are to be laid off under this Article will be provided with written notice of the reasons. Lay-offs under this Article will not be treated or recorded as dismissals for cause.
- 56.23 A separate Faculty Member retention list (MRL) will be prepared for each Faculty. Each MRL will consist of three categories and the Members in each category will be rank-ordered from top to bottom as provided in this Section. The categories are in rank order:
- a) Members holding Regular Academic Appointments who on the date of declaration of financial exigency have received at least one merit increment in each of the preceding five salary evaluations ordered in accordance with the amalgamated ranked list (ARL) as specified in s. 56.26.

- b) Members holding Regular Academic Appointments on the date of declaration of financial exigency, who have received no merit increments in any of the preceding five salary evaluations, ordered by decreasing years and months of service to the University as a Faculty Member.
- c) Members who are on Limited-Term appointments ordered by decreasing years and months of service to the University.

56.24 A Librarian Member retention list (MRL) will be prepared for the University Libraries. The MRL will consist of three categories and the Members in each category will be rank-ordered from top to bottom as provided in this Section. The categories are in rank order:

- a) Librarians holding confirmed or probationary Regular Librarian Appointments who, on the date of the declaration of financial exigency, have received at least one merit increment in each of the preceding five salary evaluations ordered in accordance with the amalgamated ranked list (ARL) as specified in s. 56.26.
- b) Librarians holding confirmed or probationary Regular Librarian Appointments who on the date of the declaration of financial exigency, have received no merit increments in any of the preceding five salary evaluations ordered by decreasing years and months of service to the University as a Librarian.
- c) Librarians who are on Limited-Term appointments ordered by decreasing years and months of service to the University.

56.25 Within each of the categories identified in s. 56.23 and s. 56.24, two lists will be created (List A and List B) which will be combined into one amalgamated ranked list using the following procedure:

- a) List A (Average Merit Increments)
  - i) The Members will be listed on List A by descending order of their average merit increments determined in the following manner:
  - ii) Except as provided in s. 56.25 b), add the total number of salary merit increments awarded to each Member divided by the number of salary evaluations over which those Merit Increments are accumulated where the number of salary evaluations to be included is the smaller of the preceding 10 salary evaluations; and the number of salary evaluations for the Member since his or her first appointment at the University.
  - iii) Members with the same merit increment average will be ordered by decreasing years and months of service to the University in their respective appointment categories. If ties still remain, those Members will be rank-ordered by a drawing of names conducted by the University Secretary in the presence of the President of the University and the President of the Association or their delegates.
- b) List A Ranking for Members who have been on Maternity or Parental leave, Sick or Special Leave, or on Long-term Disability
  - i) Any Member who has been on Sick Leave, Special Leave, Maternity or Parental Leave, or Long-term Disability during the salary adjustment evaluation period as defined in s. 56.25 a) for a period of fifteen continuous weeks or more will be entitled to exclude from the

calculation in s. 56.25 a) any salary evaluation for the year or years in which the period(s) of leave or Long-term Disability occurred.

ii) Where any Member excludes one or more evaluations in accordance with s. 56.25 b), the Member's merit increment average will be determined by adding the total number of Merit Increments awarded for evaluations not excluded by the Member and dividing by the number of salary evaluations still remaining in consideration.

c) List B (Seniority)

i) The Members will be listed on List B by descending order of years and months of service to the University excluding any periods of leave without salary.

ii) Members with the same years and months of service will be ordered by decreasing merit increment average. If ties still remain, those Members will be rank-ordered by a drawing of names conducted by the University Secretary in the presence of the President of the University and the President of the Association or their delegates.

56.26 A single amalgamated retention list (ARL) for each Faculty and the Libraries will be formed from Lists A and B as follows:

a) Names will be taken alternately from Lists A and B in top-down order.

b) The first name added to the ARL will be the top name on List A.

c) Once a name is placed on the ARL, it will be crossed off the other list.

d) The process described in s. 56.26 a) through s. 56.26 c) continues until all Members in the category have been listed on the ARL.

56.27 The total base budget reduction across the University required to address a financial exigency to be met by the lay-off of Members will be expressed as a percentage of the total University base salary budget of Members. The lay-off base-budget reduction required of each Faculty and the University Libraries will be that same percentage of each unit's total base salary budget of Members.

56.28 Members will be selected for lay-off from the MRL of each Faculty and the University Library (under s. 56.23 and s. 56.24), starting from the bottom until the unit's lay-off base-budget reduction is achieved.

56.29 If the full salary of the last Member selected for lay-off is not required to meet the unit's lay-off base-budget reduction, that Member will be offered a Reduced Workload that reflects the amount of the Member's salary that is not required to meet the unit's lay-off base-budget reduction.

### **Alternative Positions**

56.30 After the selection of the Members who are to be laid off, but prior to the implementation of such lay-offs, the University will bring alternative positions elsewhere in the University to the attention of such Members.

56.31 With regard to alternative academic appointments in another Unit to which this Agreement applies the provisions of Article 24 *Transfer and Conversion of Appointment* apply, but the

consent of the Academic Unit to which the Member is being transferred will not be unreasonably withheld.

- 56.32 A Faculty Member whose transfer or conversion to another Academic Unit is approved under Article 24 *Transfer and Conversion of Appointment* retains recall rights to their former position in accordance with s. 56.40 – s. 56.48 and their accrued years of service eligibility for Study Leave.
- 56.33 With regard to alternative positions that are governed by another collective agreement the competition for such positions will be governed by the terms of such collective agreement; and if a Member is the successful candidate for such a position, the salary and benefits for the position will be governed by such collective agreement; the Member retains recall rights to their former position in accordance with s. 56.40 – s. 56.48; and if a Member is recalled to that former position, years of service eligibility for Study Leave that accrued prior to lay-off are retained.
- 56.34 Where a Member has the required academic credentials and other qualifications for an alternative position and the position is offered to the Member and the Member accepts the position conditional upon upgrading skills, the Member will be given an opportunity to upgrade their skills by enrolling in courses or programs specified and offered by the University without payment of fees or tuition.
- 56.35 During the recall period stated in s. 56.40, a Member on lay-off who is admitted to a University degree or diploma program upon satisfying the admission standards of the program, may enroll in a maximum of 30 units of courses at the University, where enrolment space is available, upon payment of half of the normal tuition or fees.
- 56.36 Notwithstanding anything in this Article, the University may in its sole discretion offer an enhanced voluntary severance package to any Member for the purpose of avoiding a lay-off. Members dealing with an offer for an enhanced voluntary severance package are entitled to the assistance of the Association.

### **Lay-off Notice**

- 56.37 For each Member holding a Limited-Term Faculty or Librarian appointment who is selected for lay-off, the University will provide the lesser of:
- a) six months written notice of the date of lay-off or six months salary in lieu of notice; or
  - b) notice that the University will honour all contractual obligations to the Member; however, no subsequent reappointment will be offered.
- 56.38 For each Member holding a Regular Faculty Appointment or Regular Librarian Appointment who is selected for lay-off, the University will, at the discretion of the University, provide either:
- a) one month's notice of lay-off for each year of service in the University in any of these appointment classifications, which will be not less than six months notice to a maximum of twenty-four months notice; or
  - b) one month's salary in lieu of notice for each year of service in the University in any of these appointment classifications, which will be not less than six months salary to a maximum of twenty-four months of salary.
- 56.39 Under this Article, all payments in lieu of salary will be based on the individual's annual salary at the date of lay-off.

## Recall Rights

- 56.40 Members who are laid off, or who accept a transfer to a position outside of their Academic Unit, will have, for a period of three years from the date of lay-off, a right of recall with regard to any academic appointment position in their former Academic Unit where the incumbent is represented by the Association and for which the laid-off Member is qualified, unless the University can substantiate that the position is so specialized that it cannot be filled by a laid-off Member.
- 56.41 Where Members are to be recalled to a Faculty or the University Libraries, they will be recalled in the reverse order in which they were laid off. The University will send the first notice of recall to the last Member laid off from that Faculty or the University Libraries (as the case may be) according to the MRL. If such Member does not exercise this right of recall in accordance with this Article, the University will send a notice of recall to the next Member on the MRL and so on until all Members on lay-off from the Faculty or the University Libraries (as the case may be) have been sent a notice of recall.
- 56.42 The University will send a notice of recall to the Member's last known address by registered mail and by email to the Member's UVic email address. It will be the Member's obligation to keep the University informed of their current address.
- 56.43 In addition, each Member who is laid off will have a right of first refusal for any Faculty Member or Librarian position covered by this Agreement and for which the Member is qualified that will be filled during the recall period.
- 56.44 After all recall rights have been exhausted, a Member who has voluntarily accepted a Reduced Workload during the state of financial exigency may request that this appointment be restored to a full appointment.
- 56.45 Individuals who are recalled pursuant to s. 56.40 have 30 days from the date of mailing of the notice of recall in which to accept such recall offer, and a reasonable period, not to exceed six months, to terminate alternative employment and take up the offered post. Failure to accept recall is deemed to be a resignation. Members on lay-off who are subsequently recalled will repay any portion of the allowance pursuant to s. 56.37 – s. 56.39 that exceeds the salary they would have received, had they continued to occupy their normal positions in the University.
- 56.46 Each Member who is recalled to a position that is not within their original Academic Unit retains a full right of recall for the period specified in s. 56.38 for any opening in their original Academic Unit.
- 56.47 In a state of financial exigency, University buildings may be closed or assigned to other functions and normal services may be reduced or eliminated. Subject to the conditions of this Article and within the limitations existing during a state of financial exigency, Members who are laid off will be permitted reasonable access to University facilities, including office and laboratory space, as and when available, and reasonable access to library and computer services, for the purpose of maintaining their Research or Scholarly Activity until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. For Library resources and University-wide computer network access ("Netlink ID" or equivalent facilities), cards and user ID's will continue to function insofar as is reasonably possible. Permission to use other University facilities under this Article requires a proposal by the Member that describes the proposed use of University facilities. Approval of a proposal is contingent upon *Workers Compensation Act* and



insurance coverage for the proposed use of University facilities. With regard to the use of University facilities, such as laboratory space, which would not be open to members of the public, a waiver may be required from the Member that releases the University from liability with regard to any injuries that may be sustained by the Member during her or his use of such University facilities.

56.48 During the recall period, the University will provide reasonable assistance to laid-off Members by permitting them to enroll in courses or programs offered by the University without payment of fees or tuition, for the purpose of upgrading their skills in order to assume the responsibilities of an alternative position that has been offered to a Member and for which the Member already has the required academic credentials or other qualifications.

56.49 While a Member is on lay-off under the provisions of this Article, the University will not contribute towards payment of benefit premiums but will facilitate continuance of any coverage to the extent that it may be available and if desired by the Member who will pay all the applicable premiums.

#### **Cost of Financial Commission**

56.50 The cost of the financial commission established under this Article will be borne by the University.

## **Part 14: Contract Renewal**

### **57. Strike or Lock-Out**

57.1 There will not be any strike by Members and the University will not lock out Members for the term of this Agreement.

### **58. Terms of Agreement and Renewal**

58.1 Except as otherwise stipulated in individual Sections of this Agreement or by a Letter of Understanding signed by the Parties, this Agreement comes into force and effect following approval by the Board of Governors and the Association, and continues in force until June 30, 2022.

58.2 By no later than January 31, 2022, the Parties may agree to renew this Agreement without amendments for a specified period.

58.3 If either Party wishes to commence negotiations for an amended Agreement, that Party must, by not later than February 1, 2022, give notice to the other Party. In such case, negotiations will begin not later than February 15, 2022.

58.4 If negotiations toward an amended Agreement extend beyond June 30, 2022, this Agreement will continue in force during negotiations.

58.5 The Agreement will be posted on the University and Association websites. The University will provide each Member, including each newly appointed Member, with notice of and access to a copy of the current Agreement.

## Appendix A - Collegial Rights: Policy and Procedure List

The following are the Policies agreed to by the Parties to be subject to Article 8 *Collegial Rights* in respect of consultation provisions. These policies are in addition to those which require Association consent under the Article.

Policy Name	Policy Number	Approving Authority
Academic Accommodation and Access for Students with a Disability	AC1205	Senate
Academic Program Review	AC1145	Senate
Acceptable Use of Electronic Information Resources	IM7200	VPFO
Appointment and Reappointment of Deans, Procedures for the	GV0450	Board
Appointment and Re-Appointment of the Associate Dean Academic Advising (Faculties of Science, Social Science and Humanities)	GV0670	Board
Appointment and Reappointment of the Vice-Provost and Academic Associate Vice-Presidents, Procedures for the	GV0350	Board
Appointment and Review of the Associate Dean of Fine Arts	GV0630	Board
Appointment and Review of Research Centre Directors	GV0705	Board on rec of Senate
Appointment and Review of the Associate Dean of Humanities	GV0600	Board
Appointment and Review of the Associate Dean of Social Sciences	GV0645	Board
Appointment and review of the Head of the Division of Medical Sciences	GV0500	Board
Appointment of an Associate Dean of Education (Research and Graduate Programs)	GV0610	Board
Appointment of an Associate Dean of Education (Undergraduate)	GV0615	Board
Appointment of an Associate Dean of Science	GV0655	Board
Appointment of Chairs of Departments or Divisions	GV0700	Board
Appointment of the Associate Dean (Research) of Engineering	GV0620	Board
Appointment of the Associate Dean (Undergraduate Programs) of Engineering	GV0625	Board
Appointment of the Associate Dean of Graduate Studies	GV0635	Board
Appointment of the Associate Dean of Human and Social Development	GV0640	Board
Appointment of the Associate Dean of Law	GV0650	Board
Appointment of the Associate Dean, Faculty of Business	GV0605	Board
Appointment of the University Librarian	GV0410	Board
Appointment of the University Secretary (Registrar)	GV0325	Board
Appointment of the Vice-President Academic and Provost	GV0305	Board
Appointment of the Vice-President Research	GV0310	Board
Audio Visual Services Policy	AD2510	VPFO

Booking of University Space	BP3440	PRES
Bookstore Operation	AD2500	VPAC
Calendar Submissions, Policy on	AC1120	Senate
Copyright Compliance and Administration	IM7310	PRES
Discrimination and Harassment Policy	GV0205	Board
Employment Accommodation	HR6115	Board
Employment Equity	HR6100	Board
Employment Under Externally Funded Grants and Contracts	HR6305	Board
Environmental Health and Safety Policy	SS9200	PRES
Establishment and Review of Research Centres	RH8300	Board
Establishment of Diploma and Certificate Programs	AC1135	Senate
Establishment of Endowed and Term Chairs and Professorships	AC1100	Board and Senate
External Research Funding Agreements	RH8200	Board
Furnishings, Fittings, Finishes and Artwork Policy	BP3130	VPFO
Hospitality Expenditures	FM5600	VPFO
Human Rights, Equity and Fairness	GV0200	Board
Indirect Costs of Research	FM5400	Board
Information Security Policy	IM7800	Board
Liability Insurance	FM5300	VPFO
Libraries Loan Policy	IM7600	Senate
Off-campus Activity Risk Management Policy	AD2210	PRES
Off-Campus Graduate Programs	AC1115	Board
Participation in International Activities, Guidelines for	AD2200	Board
Post Doctoral Fellows Policy	HR6310	VPRE
Preferential or Limited Hiring, Guidelines on	HR6110	PRES
Prevention of Violence in the Workplace	SS9120	VPFO
Professional Development Expenses - Regular Faculty Members and Librarians	HR6410	Board
Protection of Privacy Policy	GV0235	Board
Records Management Policy	IM7700	Board
Relocation Grant Policy	HR6405	Board
Research Funding Management and Financial Accountability	FM5405	Board
Research Grants in Lieu of Salary Policy	RH8205	Board
Research Involving Humans	RH8105	Board
Research or Teaching Involving Animals	RH8110	VPRE
Research Policy	RH8100	Board
Response to At-Risk Behaviour	SS9125	Board
Risk Management Policy	GV0225	Board
Search/Appointment and Re-appointment of the President and Vice-Chancellor	GV0300	Board
Sexualized Violence Prevention and Response Policy	GV0245	Board
Signing Authority	FM5100	Board

Sustainability Policy	GV0800	Board
Title of Emeritus or Emerita	AC1140	Senate
Travel and Business Expenses	FM5610	VPFO

<b>Policy/procedure</b>		<b>Responsible Unit</b>
Central Accommodation Fund Terms of Reference		Human Resources
Alternative housing of experimental animals		VP Research
Alternative housing procedure		VP Research
Regulations on academic concessions		Student Affairs
Graduate Supervision Policy		Faculty of Graduate Studies
Faculty Professional Development Expense Policy and Procedures		VPAC and Finance

## Appendix B - Intellectual Property Policy (GV0215)



### POLICY ON INTELLECTUAL PROPERTY

**University Policy No.:** GV0215

**Classification:** Governance

**Approving Authority:** Board of Governors

**Effective Date:** September 24, 2019

**Supersedes:** November/00

**Last Editorial Change:**

**Mandated Review:**

### PURPOSE

- 1.0 The objective of this Policy is to facilitate the development, protection, dissemination and commercialization of Intellectual Property (“IP”) through a supportive framework that is respectful of the culture, and balances the interests of the University and of its research and creative community. The Policy shall:
- a) express and fulfill the University’s obligation of encouraging knowledge transfer for the social and economic benefit of society;
  - b) recognize and uphold the principles of scholarly integrity and academic freedom in the commercialization of IP for the protection of the University and its community;
  - c) provide a framework for the development of mutually beneficial relationships, and a supportive climate and incentives for innovation, entrepreneurship and revenue generation in research and creative development;
  - d) increase opportunities for funding and leverage that could be used to provide additional independent research and employment opportunities for the University community, especially young faculty and students;
  - e) provide for the availability of professional advice from an early stage to the University research and creative community with respect to the development and protection of IP, contractual issues, and the associated rights, obligations, and liabilities;
  - f) provide a basis for setting out the sharing of costs and benefits between the University, external partners, and the University’s research and creative community, and when such sharing is in dispute, provide an effective dispute resolution mechanism;
  - g) ensure that issues of liability relating to the University and its researchers, Creator(s) and Inventors are made clear.

## DEFINITIONS

For the purposes of this Policy:

- 2.0 **Author** means a person who creates IP other than an Invention. This includes novels, textbooks, articles, plays, paintings, software, musical compositions and performances.
- 3.0 **Commercialization** means the assignment, licensing, manufacturing or production of IP as well as the protection of IP, including, but not limited to, obtaining patent protection and Copyright registration, with the goal of financial return.
- 4.0 **Contract for Services** includes a contract between the University and a Member of the University which covers assignments that are extra-to-load.
- 5.0 **Copyright** has the meaning prescribed by the Copyright Act (R.S.C. 1985, c. C-42), as amended, or any successor legislation thereto. This includes the rights that exist in novels, textbooks, articles, plays, paintings, software, musical compositions and performances.
- 6.0 **Course Materials** include:
- a) lecture notes created by a Member of the University, regardless of format or method of delivery;
  - b) individual course websites created by a Member of the University;
  - c) examinations created by a Member of the University;
  - d) other Copyrightable material created by a Member of the University and intended for use only by the students registered in the Member of the University's course.
- 7.0 **Creator** means a person who creates IP. To be considered a Creator, an individual must be considered to be a creator of the IP pursuant to the relevant law, for example, an author or co-author pursuant to the Copyright Act or an inventor pursuant to the Patent Act. It is recognised that IP may arise from the collaborative or co-operative effort of more than one Creator, in which case, Creator is taken to encompass Creators.
- 8.0 **Direct Costs** means the University's costs and fees (including legal fees and agents' fees) associated with the acquisition, management and Commercialization of the IP, including costs of evaluating it, obtaining and maintaining IP protection, preventing unauthorized use or infringement, prototype development funds, negotiating and implementing licenses or other agreements with third parties, but does not include the University's research, office or overhead costs incurred prior to the initiation of Commercialization.
- 9.0 **Disputes** means all differences, controversies and claims directly or indirectly arising out of or in relation to this Policy or the interpretation, application, performance, or alleged breach of this Policy.
- 10.0 **Informed Consent** means consent given by an individual who has received the information necessary to allow a considered judgment, who has adequately understood the information, and

who has arrived at a decision of consent without having been subjected to coercion, undue influence, inducement, or intimidation.

- 11.0 **Infrastructure** means specialized research facilities and services of the University, including the University's research laboratories, major capital equipment, and technical facilities and services. Specialized facilities and services do not include the use of offices and office equipment, limited office services, personal computers, the library, or other services commonly available to all University community members.
- 12.0 **Intellectual Property (IP)** means the assets arising from intellectual or artistic activity, created by a Member of the University in a scholarly, professional or student capacity. Intellectual Property may include patents rights, industrial design rights, trademarks and trade name rights, copyright (and moral rights), trade secrets and other intangible rights provided for in federal or provincial law and other analogous intangible property rights. Examples of assets considered in this Policy may include, but are not restricted to: discoveries, Inventions, confidential information, Course Materials, Student Works, research data, research tools, performances, know-how which is proprietary in nature and biological materials.
- 13.0 **Invention** means any subject matter that is a:
- a) new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter" [Patent Act, R.S.C. 1985, c. P-4, s. 2], whether or not patentable;
  - b) patentable research data or research tool, including, without limitation, biological material and other tangible research material; and
  - c) proprietary information or know-how, or trademark related to any of the foregoing items;
- and includes all legal and equitable rights relating to such property and any research data relating to such property.
- 14.0 **Inventor** means a person who creates IP that is considered an Invention and may be eligible for protection under the Patent Act. Any reference in this Policy to Creator includes Inventor.
- 15.0 **Member of the University** means:
- a) faculty, librarians and Students;
  - b) anyone holding a university academic appointment;
  - c) post-doctoral fellows;
  - d) all persons who are employed under contracts with university faculty members as the employer and who perform research on behalf of such employer;
  - e) visiting researchers; and
  - f) other employees of the University when engaged in Scholarly Activity.

- 16.0 **Net Financial Benefit** – means the sum total financial benefit derived directly from the IP (including but not limited to cash, dividends, warrants, bonuses, stocks, gifts, etc.) received by a Creator less the sum total of all direct costs and fees associated with Commercialization of the IP. The determination of Net Financial Benefit varies in different situations and shall be decided on a case-by-case basis in relation to the type of revenue and accepted accounting procedures in the relevant field.
- 17.0 **Net Revenue** means the revenue accruing from the IP less the Direct Costs of Commercialization. The determination of Net Revenue varies in different situations and shall be decided on a case-by-case basis in relation to the type of revenue (e.g. equity or royalty) and accepted accounting procedures in the relevant field.
- 18.0 **Public Disclosure** means when subject-matter became available to the public as interpreted in the Patent Act. A Public Disclosure includes any presentations, publications, meetings or sales where there is no written or verbal agreement that the subject matter is to be kept confidential.
- 19.0 **Research Partnerships and Knowledge Mobilization (RPKM)** is the designated office of the University responsible for intellectual property and commercialization, and includes any successor office.
- 20.0 **Scholarly Activity** includes all activities by a Member of the University that is appropriate for inclusion in a curriculum vitae as scholarship, research (including graduate student supervision), or other creative activity.
- 21.0 **Student** includes any person enrolled in a course whether credit or non-credit or at the university under an agreement or visiting arrangement.
- 22.0 **Student Works** means any IP that is created, developed, discovered, conceived or invented in the course of or as part of a Student's coursework. The following are NOT Student Works:
- a) A graduate student's thesis, dissertation or master's project or related coursework;
  - b) Activities for which such student is paid, whether through the University, grant funding or any project specific funding;
  - c) Research that is the subject of an agreement (including a sponsored research agreement) with a third party;
  - d) Research where the principal investigator has made it a condition of participation that any IP arising from such research shall be governed by this Policy as being the property of the principal investigator; and
  - e) A collaborative project with Creator(s) whose Intellectual Property would otherwise be covered under this Policy.
- 23.0 **Tri-Agency** means the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities Research Council (SSHRC).
- 24.0 **University** means the University of Victoria.



25.0 **University Resources** includes the University's physical structures, research laboratories, capital equipment, technical facilities, services and personnel. University services include the administration of funds received by the University in the form of grants, contracts or other support provided by the University or external sponsors.

#### **EXTRA-TERRITORIAL COMMERCIALIZATION**

26.0 All provisions of this Policy are in effect with respect to IP Commercialized or proposed to be Commercialized outside of Canada and shall be interpreted according to the laws of Canada and British Columbia, unless otherwise stated in the contract for Commercialization.

#### **JURISDICTION/SCOPE**

27.0 This Policy applies to the Intellectual Property (IP) created by all Members of the University in their university-related work and/or their use of University Resources.

28.0 This Policy also applies to the IP of external research contractors and individuals providing services to the University under a Contract for Services or a written agreement.

29.0 This Policy does not apply to IP that was developed by a Member of the University in the course of activity entirely unconnected with the Member's studies or duties and that does not involve the use of University funds or University resources that are not available to members of the public.

30.0 This Policy does not affect any agreements between the University and third parties that relate to IP and/or Members of the University. Notwithstanding any other provision of this Policy such agreements shall remain in effect.

31.0 This Policy is not determinative of the rights in, or the allocation of, revenue from IP created by a Member of the University who also holds an appointment in an external institution, whether or not affiliated with the University, including a teaching hospital, or other organizations. Such determinations shall be subject to the terms and conditions of agreements between the University and the hospital, centre, network or institution in force at the time of the disclosure or publication of the IP, or, in the absence of such an agreement, to negotiation between the institutions involved.

#### **PRINCIPLES**

32.0 The B.C. University Act, section 27(2)(v) grants the University the power to require, as a term of employment or assistance, that a person assign to the Board of Governors "an interest in an Invention or an interest in a patent, Copyright, trade mark, trade name or other proprietary right resulting from an Invention made by that person using the facilities, equipment or financial aid provided by the board, or made by that person while acting within the scope of the person's duties or employment, or resulting from or in connection with the person's duties or employment as an officer or employee of the University."

33.0 Canadian copyright and patent law provides for the ownership of IP to be vested in the employer when works are created in the course of employment.

- 34.0 However, such arrangements are inconsistent with the University's commitment to a vital academic community. The University's values of freedom of inquiry, freedom of thought, academic integrity, ethical integrity, collaboration, and the importance of communication of Scholarly Activity within both academic communities and broader society is best served by the following principles:
- 35.0 Members of the University who create IP through their creative and research activities own that IP. Members of the University are free to
- a) publish, communicate or otherwise disseminate their IP without commercial intent, or;
  - b) to pursue Commercialization of their IP with the assistance of the University, or;
  - c) to pursue Commercialization of the IP without the assistance of the University.
- 36.0 The University retains a royalty-free perpetual right to use for scholarly, academic and other non-commercial purposes all IP created through use of University Resources.
- 37.0 The University has a responsibility and accountability to its members, the public, funding agencies, government and other parties that may have entrusted the University with support, funds and their IP that contributed to the creation of the IP. Because of these responsibilities, the University has the right to require the Creator(s) of IP to disclose to the University their IP and also any intention to Commercialize that IP.
- 38.0 The University has a responsibility to ensure that the IP is not commercialized in a manner that is antithetical to the core values of the University and its members. Any IP created through use of University Resources and then commercially exploited is subject to exercise of University's right to protect the name and reputation of the University and its members.
- 39.0 Any IP created through use of University Resources and then commercially exploited is subject to exercise of the University's right to share in the Net Revenue earned from such Commercialization of the IP.
- 40.0 Members of the University shall appropriately manage any real, potential or perceived conflict of interest in accordance with the Conflict of Interest and Confidentiality Policy (GV0210) or Conflict of Interest provisions in their collective agreement.
- 41.0 Because Members of the University have to be free to engage in Scholarly Activity, they shall not enter into any agreement that infringes on that freedom or that compromises their scholarly integrity.
- 42.0 The University has a continuing commitment to respectful relationship-building with first nations and enhanced relations with indigenous communities around the world. The University recognises the *sui generis* nature of indigenous rights and also recognizes that the IP of indigenous communities can include cultural knowledge, expressions, traditions, artefacts and sites that may not always be included or protected within general definitions of IP. The University and Members of the University will respect the cultural property of indigenous people such as historical sites, artefacts, designs, ceremonies, performing arts, artwork and literature.

## **AUTHORSHIP AND OWNERSHIP**

- 43.0 The University is committed to the position as articulated in the Tri-Agency policy that all works will include “as authors, with their consent, all those and only those who have materially or conceptually contributed to, and share responsibility for, the contents of the publication or document, in a manner consistent with their respective contributions, and authorship policies of relevant publications.”
- 44.0 The determinations of authorship and relative contributions to a scholarly or creative work shall be carried out in accordance with the Tri-Agency policy, the Policies on Scholarly Integrity AC1105 (A) and AC1105 (B), relevant collective agreement provisions and the standards for the discipline.
- 45.0 The University recognises that an Author of a work for the purpose of protection under the Copyright Act and Inventor of an Invention for purpose of protection under the Patent Act are distinct concepts. All Authors automatically share ownership in the scholarly or creative work under the Copyright Act. For Inventions that are potentially patentable the criteria for inventorship under the Patent Act will apply.
- 46.0 In the event of Commercialization:
- a) All Creators of the IP are entitled and presumed to share equally, unless other proportions are stipulated in a written agreement between the Creators, a copy of which is available for review;
  - b) Creators seeking Commercialization must warrant that they are the sole Creators or that any other Creator(s) have waived their rights through a written agreement, a copy of which is available for review.
- 47.0 A Creator owned IP policy is one in which the Creator(s) owns the IP unless:
- a) The regulations of the sponsor of grant or contract research require different IP ownership provisions or;
  - b) The University and the Creator(s) have entered into a written agreement to the contrary.
- 48.0 Although the University has rights to the ownership of IP created through the use of University Resources, the University believes that the academic community and culture of innovation on campus is best served, by a Creator owned IP policy.
- 49.0 Notwithstanding ownership in the Creator(s) IP, but subject to any ownership vested in another entity (for example, a publisher of a scholarly work), the Creator(s) shall be deemed to have granted to the University a non-commercial, non-exclusive, royalty free, irrevocable, indivisible, non-transferable license, including the right to sub-license, and to use the IP for research, teaching and administrative purposes.
- 50.0 If the IP comprises Course Materials the Creator(s) must be credited in every use and the University is entitled, at its sole discretion, to use, correct, update, modify or replace any part of the Course Materials without obtaining subsequent approval from the Creator(s).
- 51.0 The Creator(s) of the IP may voluntarily assign or transfer any interest in the IP to the University,

to another entity or to the public domain. Any assignment, waiver or modification of rights in favour of the University requires Informed Consent.

52.0 Students at the University own their Student Works. The ownership and mobilization of Student Works will be determined in accordance with applicable law and shall not be subject to this Policy.

## **DISCLOSURE**

53.0 All persons covered by this Policy are required to disclose their IP.

54.0 For scholarly publications and much of the creative activity by the faculty, disclosure shall be through the updated curriculum vitae. For scholarly publications and much of the creative activity by non-faculty Creator(s), disclosure shall be to the relevant department or supervisor.

55.0 Creators of IP, particularly Inventors that wish to obtain protection for an Invention under the Patent Act, should be aware that Public Disclosure may introduce deadlines for the proprietary protection of IP and may result in losing the right to obtain proprietary protection of IP in some regions.

56.0 Creators of IP protected under the Copyright Act, such as, but not limited to, writings, drawings, figures, musical compositions, performances, photography and other works should be aware that their rights exist automatically. Publication or registration will strengthen the enforcement of these rights.

57.0 If an IP is believed to be commercially valuable but the Creator(s) does not wish to Commercialize, the Creator(s) is still under an obligation to disclose the IP to Research Partnerships and Knowledge Mobilization (RPKM) but is not required to commercialize.

58.0 If IP is anticipated to be commercially viable and the Creator(s) wishes to commercialize the IP, it must be disclosed by the Creator(s) to Research Partnerships and Knowledge Mobilization (RPKM) on a confidential basis at as early a stage of development as possible. This clause applies whether the Creator(s) plans to Commercialize with or without the assistance of the University.

59.0 In order to maintain eligibility for patent protection, the confidential disclosure of patentable IP to RPKM should be made within 3 months of the creation of the IP.

60.0 Confidentiality must be maintained until such protection is secured.

61.0 Through disclosure to RPKM, the University shall ensure that it has the first opportunity to offer its services as the vehicle for Commercialization.

62.0 Other services and groups affiliated with the University also offer services to aid with Commercialization for Creators. Discussions with such entities do not count as disclosure to the University as required under paragraphs 57.00 and 58.00 of this Policy. Nor do the policies for Commercialization and revenue sharing outlined in this Policy necessarily apply to partnerships with these entities.

## **PRINCIPLES OF COMMERCIALIZATION**

- 63.0 The University wishes to build high-quality partnerships between university researchers, community groups and the private sector increasing the University's contributions to innovation and to the economic well-being of society.
- 64.0 The University has public and internal accountability. Because of this, the University has a responsibility to enter into Commercialization agreements that reflect the values of the University and protect the name and reputation of the University and its members. The University seeks to enter into Commercialization agreements that:
- a) adhere to the principles of intellectual and ethical integrity;
  - b) provide mechanisms for protection of the IP in the event of misuse;
  - c) control the use of the names and trademarks of the University and its members by any external partner;
  - d) stipulate means of quality control for the content of the IP;
  - e) require legal review to avoid violation of the University's tax exempt status.
- 65.0 The University is committed to promoting the mobilization and application of knowledge for societal benefit. IP developed with University Resources should be utilised to the greatest possible extent and in a manner consistent with the principles of the University. The University seeks to enter into Commercialization agreements that:
- a) provide flexibility in joint ventures to ensure that the University and its Members can enter into multiple relationships for its IP without violating prior agreements;
  - b) retain the right to produce and publish research that is derived from the ideas and material contained in any joint venture.
- 66.0 When the University is not involved in the Commercialization, the University expects the Creator(s) to adhere to these principles.

## **REVENUE SHARING UPON COMMERCIALIZATION**

- 67.0 The University supports the principle that any revenue accruing from IP should be shared fairly and proportionately between the Creator(s) and the University. The following approaches to revenue sharing with the University will be used to determine equitable distribution of Net Revenue.
- a) If the Creator(s) retains ownership of the IP and does not request the assistance of the University in Commercializing the IP, then – if the Net Financial Benefit for any individual Creator is greater than the annual "threshold" amount of \$10,000 in any given year – the Creator will receive 80% and the University will receive 20% of any amount above the \$10,000, based on the provision of general University Resources and facilities including (possibly) industry liaison staff assistance; assignment of the IP from the Creator(s) to the University is not required.

or

- b) If IP protection is sought and the Creator(s) requests assistance of the University in Commercializing the IP and the University agrees to assist, then - after the Direct Costs of Commercialization are repaid from Net Revenue – the Creator(s) and the University will each receive 50% of annual Net Revenue; assignment of the IP from the Creator(s) to the University is required.

or

- c) If patent protection is not sought and the Creator(s) requests assistance of the University in Commercializing the IP and the University agrees to assist, then - after the Direct Costs of Commercialization are repaid from Net Revenue – the Creator(s) will receive 75% and the University will receive 25% of annual Net Revenue; assignment of the IP from the Creator(s) to the University is generally required.

or

- d) If the Creator(s) requests assistance of the University in Commercializing the IP and the University declines to assist, or the University abandons the Commercialization of the IP and assigns the IP back to the Creator(s), the University will receive no additional annual Net Revenues.

68.0 In the case of joint Creators, the above annual “threshold” amount of \$10,000 per year before which Net Revenue is shared applies to each Creator separately.

69.0 Exceptions to the standard revenue sharing principles may be made based on above-normal or below-normal use of University Resources and additional financial or other contributions. The contributions of the University and the Creator(s) that may be considered can include, but are not limited to, the following:

- a) provision of paid release time (over and above any academic leave or professional development leave) for the development of IP;
- b) provision of remuneration over and above regular salary for the development of IP;
- c) provision of space, facilities, and equipment for the development of IP over and above normal Infrastructure requirements;
- d) the ratio of liability assumed by the University, and the Creator(s);
- e) the negotiation of any contractual agreements with external research or development partners;
- f) the expansion of the commercial potential of a piece of IP, including any costs associated with patenting;
- g) research grants in lieu of salary that may have been contributed by a Creator in accordance with Research Grants in Lieu of Salary Policy RH8205.

70.0 It is preferable that specific IP agreements will be entered into before provision by the University of resources such as those detailed in paragraph 68.00.

- 71.0 The University shall keep complete, true and accurate accounts associated with protection and Commercialization, including Direct Costs and Net Revenue and shall permit the Creator(s) to examine its books and records in order to verify the payments due or owed under this Policy.
- 72.0 The Creator(s) shall keep complete, true and accurate accounts associated with protection and commercialization, including Direct Costs and Net Revenue and shall permit the University to examine its books and records in order to verify the payments due or owed under this Policy.

#### **COMMERCIALIZATION OF IP NOT ORIGINALLY COVERED UNDER THIS POLICY**

- 73.0 Members of the University who develop IP not covered under this Policy are under no obligation to disclose such IP to the University or share any revenue from such IP.
- 74.0 The University is under no obligation to offer consultation or to assist in the Commercialization of IP not covered under this Policy.
- 75.0 However, a Member of the University may choose to disclose such IP and discuss Commercialization options with the University. It shall be the sole discretion of the University to offer their services to the Member of the University based on sound business practices.
- 76.0 If the Member of the University chooses to utilise the assistance of the University for Commercialization, that Member of the University will be bound by all relevant provisions of this Policy.
- 77.0 For clarity, if after consultation, the Member of the University elects to pursue Commercialization independently, the Member of the University will not be bound by the provisions of this policy and in particular clause 67.00.

#### **DISPUTE RESOLUTION**

- 78.0 All Disputes shall be resolved in accordance with the applicable law and the provisions of this Policy. Whenever any party believes that a Dispute exists that requires resolution pursuant to this section, it shall give written notice of the alleged Dispute to the other party or parties and to the Vice-President Research or delegate with sufficient detail concerning the Dispute so that it is adequately identified. In the case of a dispute that may result in a grievance, the VPR or delegate shall give notice to Human Resources or Faculty Relations and Academic Administration as appropriate.
- 79.0 All oral and written communications between the parties or their respective representatives issued or prepared in connection with the attempted resolution of any Dispute shall be deemed to have been prepared and communicated without prejudice in furtherance of a Dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence (whether as an admission or otherwise) in any proceedings for the resolution of the Dispute.
- 80.0 All parties will make good faith efforts to resolve all Disputes under this Policy. The parties will initially attempt to resolve all Disputes amicably between themselves by having appropriate personnel from each party discuss the Dispute. Such discussion will be carried out, in consultation,

where appropriate, with their commercial, financial, technical or legal representatives. Members of RPKM may also be available to discuss the Dispute.

- 81.0 If such initial attempts do not result in resolution of the Dispute in question within 20 business days after commencement of discussions, or such further period agreed to by the parties in writing, the parties agree to submit the dispute to non-binding mediation. Each party shall prepare and deliver, within a further 10 business days, a written submission to the Vice President Research or their delegate, detailing the Dispute and the resolution of the Dispute recommended by the party making the submission.
- 82.0 The VPR shall, with agreement of the union(s) of any involved party, and in consultation with Human Resources/Faculty Relations and Academic Administration, appoint a mediator. The mediator shall schedule such meetings as they deem appropriate. Such mediation shall continue for up to 5 business days, or such further period agreed to by the parties in writing and approved by the Vice-President Research. Where the parties are mediating in respect of a grievable issue, timelines for filing of a grievance do not commence until the mediation process is completed.
- 83.0 If mediation does not result in resolution of the Dispute, a party may submit the Dispute for resolution as follows:
- a) where the Dispute is directly related to the interpretation or application of a collective agreement provision, through the grievance procedure of the relevant collective agreement, subject to approval of the relevant union;
  - b) where the Dispute is not directly related to the interpretation or application of a collective agreement provision:
    - i) The Parties may agree to have the Vice-President Research receive written submissions and make a determination on the matter; or
    - ii) The Parties may agree to have the Vice-President Research appoint an arbitrator to make a final determination under s. 81.00-84.00; or
    - iii) The Parties may avail themselves of their rights at law in private litigation.
- 84.0 The arbitrator in 83.00 b) ii) shall have appropriate legal and intellectual property expertise and will be selected by the Vice-President Research in consultation with any affected union. Costs of the arbitrator shall be borne equally by the parties to the Dispute.
- 84.1 Each party to the dispute may select an advisor to the arbitrator. The advisor shall have academic or technical knowledge that is relevant to the issues in the Dispute. Advisors shall be advisory to the arbitrator and shall not have decision-making authority. Any remuneration for the advisor shall be borne by the party appointing them.
- 84.2 The arbitrator shall determine the Dispute between the Parties and advise the Parties and the Vice-President Research of their decision in writing.



## **AUTHORITIES AND OFFICERS**

- i) Approving Authority: Board of Governors
- ii) Designated Executive Officer: Vice-President Research
- iii) Procedural Authority: Vice-President Research
- iv) Procedural Officer: Vice-President Research

## **RELEVANT LEGISLATION**

Patent Act  
Copyright Act  
Freedom of Information and Protection of Privacy Act  
University Act

## **RELATED POLICIES AND DOCUMENTS**

Conflict of Interest and Confidentiality Policy (GV0210)  
Faculty/Librarian Collective Agreement  
Policy on Scholarly Integrity (Researchers not subject to the Framework Agreement) AC1105 (A)  
Indirect Costs of Research Policy (FM5400)  
External Research Funding Agreements Policy (RH8200)  
Research Grants in Lieu of Salary Policy (RH8205)

## Appendix C - Conflict of Interest in Student Faculty Relationships Policy (AC1200)



### Conflicts of Interest in Student-Faculty Relationships

**University Policy No.:** AC1200  
**Classification:** Academic and Students  
**Approving Authority:** Board of Governors  
**Effective Date:** September 2019  
**Supersedes:** December 2000  
**Last Editorial Change:**  
**Mandated Review:** September 2026

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#### Purpose

- 1.00 The University of Victoria is committed to ensuring a research and learning environment in which those in its community have the right to equitable conditions and treatment. In particular, it is important to ensure fair methods of evaluation and to eliminate any conflicts of interest or perceived or actual bias arising out of personal relationships, including between faculty members and students. At the same time, there can be no unfair restrictions on the educational, research and employment opportunities for students, nor on the reasonable freedom of association and interaction which is part of a healthy learning environment. This policy is intended to balance these objectives and clarify the responsibilities of persons dealing with conflicts of interest or allegations of bias in student-faculty relationships.

#### Definitions

- 2.00 For the purposes of this policy:

**“student”** means anyone enrolled, or applying to be enrolled, in a course or program offered by the university.

**“instructor”** means anyone with an appointment at University of Victoria who is engaging in teaching, research, student evaluation, or student supervision (as supervisor, co-supervisor or as a member of a supervisory committee or as in invigilator or tutor).

## Scope

- 3.00 While all members of the university community must avoid conflicts of interest or bias or, where they are unavoidable, declare them in accordance with relevant policy or collective agreement provisions, this policy applies specifically to students and instructors in the context of teaching, research, student evaluation or student supervision, including invigilation and tutoring.

## Policy

What is a Conflict of Interest?

- 4.00 Conflicts of interest and bias may be actual, potential, or perceived
- 4.01 An actual conflict of interest is where a person's relationship is in conflict with that person's obligations to the university, or to a member of the university community in the context of teaching, research, student evaluation, or student supervision.
- 4.02 A potential conflict is where a person's relationship has not yet conflicted with their obligations to the university or a member of the university community, but might reasonably be expected to.
- 4.03 A perceived conflict is where a person appears to have, in the opinion of a reasonably informed observer, a personal interest that puts into question the independence, impartiality, and objectivity that this person is expected to exercise in performing their university duties and responsibilities.
- 5.00 The mere existence of an actual, potential, or perceived conflict of interest does not necessarily imply wrongdoing on anyone's part. Nonetheless, conflicts of interest and situations that give rise to conflicts of interest must be recognized, disclosed, and assessed.
- 6.00 A conflict of interest may arise in situations in which there is a reasonable apprehension that a particular relationship between an instructor and a student may confer upon one of them an unfair advantage or subject one of them to an unfair disadvantage. Such relationships include, but are not limited to:
- (a) close family relationships such as those between spouses or spousal equivalents, parents and children, siblings, in-laws, or grandparents and grandchildren;
  - (b) amorous, intimate and/or sexual relationships; and
  - (c) relationships between persons with dependent or interdependent economic interests.

- 7.00 A conflict of interest may arise in any situation where one person in a relationship defined in s. 0 is in a position to make decisions or take actions that affect the other person in the relationship. Such situations may include, but are not limited to:
- (a) the decision to admit a student to a program;
  - (b) the provision of instruction or supervision;
  - (c) the evaluation of a student;
  - (d) the awarding of prizes, scholarships, financial assistance, and other benefits; and
  - (e) the award of teaching or research assistantships or other remunerative employment, either within the university or using funds administered by the university;
  - (f) co-supervising a student or being part of a supervisory committee while in a relationship defined in s. 0 with a co-supervisor or committee member, which is undisclosed to the student being supervised;

#### What are the Risks?

- 8.00 Although this policy does not prohibit the kinds of relationships noted in s. 0, the university expects that any such relationship be avoided or treated appropriately, giving due consideration to the balance of trust, power and dependency in the relationship, and how those and other factors may create real or perceived situations of bias, unfair treatment, discrimination, or harassment.

8.01 The unequal power inherent in instructor-student relationships where conflict of interest exists which are amorous, intimate, and/or sexual may heighten the vulnerability of the student. Students may have difficulty communicating freely that they do not consent to such a relationship, or that they want the relationship to end, because of a concern over the impact such a communication may have on their academic progress or career prospects. Furthermore, consent is negated if it was induced by conduct that constitutes an abuse of the relationship of trust, power, or authority between a instructor and a student. The university strongly discourages all instructors from commencing or continuing any amorous, intimate, and/or sexual relationship with a student because the student's ability to give effective consent may be compromised.

8.02 Instructors who become romantically or sexually involved with a student may leave themselves open to allegations of sexual harassment. Even relationships that appear to be consensual may constitute sexual harassment if one person's behaviour is felt as unwelcome by the other.

#### How are Conflicts to be Dealt With?

- 9.00 It is the responsibility of Undergraduate and Graduate Advisors, Chairs, Directors, and Deans to ensure compliance with this policy. The Dean of the Faculty of Graduate Studies or designate is to be advised of matters arising under this policy in relation to graduate students.

- 10.00 It is incumbent upon instructors to avoid situations in which a conflict of interest may arise and to deal promptly with any conflict of interest that does arise.
- 11.00 Where a conflict of interest, as defined above, arises, the instructor must notify the relevant Chair, Director, or Dean.
- 12.00 Other persons who apprehend a conflict of interest may also bring the matter to the attention of the appropriate Chair, Director, or Dean.
- 13.00 Where an actual, potential, or perceived conflict of interest arises, one or more of the following methods must be used to avoid or resolve such conflict.
- 13.01 The instructor will decline or immediately terminate a supervisory, teaching, evaluative, or decision-making role in which a conflict of interest arises, unless the Chair, Director, or Dean is of the view that this will create undue hardship for the student.
- (a) In the case of termination of a graduate student supervisory relationship, the Graduate Advisor will normally supervise the student until an appropriate replacement can be found. Original financial arrangements in support of the student will continue for a period determined by the Dean of Graduate Studies.
- (b) In the case of conflict between a member of the supervisory committee and student, including a failure to disclose a close personal relationship with another committee member under s. 0 (f), the Dean of Graduate Studies or designate will determine an appropriate resolution to the conflict.
- (c) Where a Graduate Advisor is in conflict with respect to a student or decision being made, a member of the unit's Graduate Studies Committee or any Regular Member of the Faculty of Graduate Studies who is not in conflict shall be appointed by the Chair/Director or Dean of the academic unit as Acting Graduate Advisor in that case.
- 13.02 In situations where the conflicts of interest involves teaching, supervision, or evaluation and where alternative courses or supervision exist that are reasonable and appropriate to the student's program, the student will utilize those alternatives.
- 13.03 Where no reasonable and appropriate alternative exists, the Chair, Director, or Dean shall ensure that a fair and unbiased mechanism of evaluation is put in place. This will normally require that another suitably qualified evaluator review all material submitted for evaluation, review the grades assigned, and report whether those grades are reasonable.

13.04 Where third parties are concerned about a perceived conflict of interest, the instructor, Chair, Director, or Dean may inform them that the conflict has been dealt with pursuant to this policy. Such a step is for the protection of the student, the instructor, and the university.

14.00 Any person concerned about a conflict of interest:

- a) may bring the matter to the attention of the appropriate Undergraduate or Graduate Advisor, Chair, Director, or Dean; and
- b) shall be notified of the outcome.

15.00 Instructors will not accept additional remuneration for tutoring a student enrolled in one of the courses being taught by the Instructor.

#### Support

16.00 Any student who has a concern about discrimination, harassment, or sexualized violence (whether or not it arises from a romantic or sexual relationship) may seek support from the university under the Sexualized Violence Prevention and Response Policy (GV245) or the Discrimination and Harassment Policy (GV0205). Students are encouraged to contact the Equity and Human Rights Office for information and support options.

17.00 Instructors who experience harassment or inappropriate behaviour from a student may seek support from the resources listed above, or through their Chair, Director, or Dean and/or their union representative, where applicable.

#### Compliance with this Policy

18.00 Failure to comply with this policy – including failure to disclose a conflict of interest as required under section 0 – is a disciplinary offence and may be sanctioned under the applicable collective agreement or university policy.

#### Authorities and Officers

19.00 The following is a list of authorities and officers for this policy:

- i) Approving Authority: Board of Governors
- ii) Designated Executive Officer: Vice-President Academic and Provost
- iii) Procedural Authority: Board of Governors
- iv) Procedural Officer: Vice-President Academic and Provost

#### Related Policies and Documents

Collective agreements

Discrimination and Harassment Policy (GV0205)

Sexualized Violence Prevention and Response Policy (GV0245)

## Appendix D - Policy on Scholarly Integrity (AC1105-B)



### **POLICY ON SCHOLARLY INTEGRITY** (Pursuant to the Framework Agreement)

**University Policy No.:** AC1105 (B)  
**Classification:** Academic and Students  
**Approving Authority:** Board of Governors  
**Effective Date:** December/12  
**Supersedes:** September/96  
**Last Editorial Change:**

#### **1 Preamble**

The University of Victoria is a place of education and scholarly enquiry. Our professional ethics require us as individuals and as an institution to adhere to principles of scholarly integrity and of respect for our students, staff and colleagues. The University of Victoria undertakes to review and inquire into allegations of scholarly misconduct in a timely, impartial, and accountable manner and take appropriate action when it finds that scholarly misconduct has occurred.

#### **2 Definitions**

For the purposes of this Appendix:

- 2.1 Complaint means a written allegation of misconduct in a scholarly activity that complies with the requirements of Paragraph 6.1 that has been forwarded to the Dean.
- 2.2 Days means calendar days unless otherwise stated.
- 2.3 Dean means University Librarian if the Respondent is a Librarian.
- 2.4 Inquiry means the process described in Section 8.
- 2.5 Respondent means a person in respect of whom an allegation of misconduct in a scholarly activity has been made.
- 2.6 Review means the process described in Section 7.
- 2.7 Reviewer means a person appointed to conduct the review described in Section 7.
- 2.8 Scholarly Activity includes all activities by Members that is appropriate for inclusion in a curriculum vitae as scholarship, research (including graduate student supervision), or other creative activity.
- 2.9 Tri-Agency means the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities Research Council (SSHRC).

### **3 Scholarly Integrity**

- 3.1 Members engaged in scholarly activity shall exhibit intellectual honesty and integrity in all their scholarly activities.
- 3.2 Members engaged in scholarly activity shall be sensitive to the objectives of scholarship that include:
  - (a) the pursuit of knowledge and understanding;
  - (b) the communication and application of knowledge within the University and the broader community;
  - (c) the communication to students of the specialized skills and knowledge of the academic discipline in which the research is conducted;
  - (d) the improvement of the quality of instruction.
- 3.3 Members are also responsible for scholarly rigour and integrity in teaching including evaluating the work of students in a fair manner.
- 3.4 Members shall strive to follow best practices honestly, accountably, openly and fairly in their research, scholarship and creative endeavours, and in the dissemination of knowledge. At a minimum, Members are responsible for the following:
  - (a) Using a high level of rigour in proposing and performing research; in recording, analyzing, and interpreting data; and in reporting and publishing data, findings and results.
  - (b) Keeping complete and accurate records of data, methodologies and findings, including graphs and images, in accordance with the applicable funding agreement, institutional policies and/or laws, regulations, and professional or disciplinary standards in a manner that will allow verification or replication of the work by others.
  - (c) Referencing and, where applicable, obtaining permission for the use of all published and unpublished work, including data, source material, methodologies, findings, graphs and images.
  - (d) Including as authors, with their consent, all those and only those who have materially or conceptually contributed to, and share responsibility for, the contents of the publication or document, in a manner consistent with their respective contributions, and authorship policies of relevant publications.
  - (e) Acknowledging, in addition to authors, all contributors and contributions to research, including writers, funders and sponsors.
  - (f) Appropriately managing any real, potential or perceived conflict of interest in accordance with Article 69 of the Framework Agreement.
- 3.5 Because Members have to be free to engage in scholarly activity, they shall not enter into any agreement that infringes on that freedom or that compromises their scholarly integrity.



## 4 SCHOLARLY MISCONDUCT

### 4.1 Scholarly misconduct includes:

- (a) plagiarism;
- (b) fabrication or falsification of research data;
- (c) opposing the publication of the work of another scholar or criticizing a research grant application for the purposes of benefiting oneself directly or indirectly;
- (d) failure to comply with the University's policies with respect to research;
- (e) failure to comply with the University's policies on conflict of interest and intellectual property;
- (f) financial misconduct or fraud in the administration or use of research accounts;
- (g) failure to give appropriate recognition to those who have made an intellectual contribution to the contents of the publication, and only those people;
- (h) using unpublished work of other scholars and researchers without permission and without due acknowledgment;
- (i) claiming or implying redundant publications to be original work, where "redundant publications" are, as defined in the Tri-Agency Framework on Responsible Conduct of Research, "the re-publication of one's own previously published work or part thereof, or data, in the same or another language, without adequate acknowledgment of the source, or justification";
- (j) failure to maintain guarantees of confidentiality to research subjects;
- (k) using research funds in a manner that is not in accordance with the terms and conditions under which those funds were received;
- (l) providing negligently incomplete, inaccurate or false information in a grant or award application or related document, such as a letter of support or a progress report;
- (m) failing to meet funding agency policy requirements, or to comply with relevant policies, laws or regulations, for the conduct of research; or failing to obtain appropriate approvals, permits or certifications.

4.2 Scholarly misconduct shall not include any matter involving only an honest difference of opinion or an honest error of judgment.

4.3 **Serious scholarly misconduct** means misconduct judged to be deliberate or reckless, going beyond negligence, and of sufficient gravity to justify initiation of dismissal proceedings.

## **5 DATA AND MATERIAL PRODUCTS**

- 5.1 Members are required to retain all original data and material products related to scholarly activity for a reasonable period which shall normally be at least seven years unless the terms of a grant or contract supporting the scholarly activity or applicable regulatory requirements including ethics approval stipulations require destruction of the data at an earlier time.
- 5.2 In the event that an allegation of misconduct proceeds to a review, a Member shall co-operate in providing access to data and material products to the Reviewer and a subsequent Committee of Inquiry within the limitations of relevant disciplinary ethical concerns, restrictions imposed by agreements under which data were collected, or by law.

## **6 ALLEGATIONS**

- 6.1 An allegation of scholarly misconduct must be in writing and shall contain sufficient detail to enable the Respondent to understand the matter. In particular, it must include a precise statement of the alleged scholarly misconduct and be supported by all available documentation and refer to any evidence that may support the allegation. The person making the allegation must identify herself or himself. Anonymous allegations will not be investigated.
- 6.2 Anyone who makes an allegation of scholarly misconduct should recognize the seriousness of making such an allegation. Where an allegation made by a University employee or student is found to be trivial, vexatious or frivolous, the University will take disciplinary action within existing policies and procedures against the individual who made the allegation.
- 6.3 A Complaint containing allegations of scholarly misconduct shall be forwarded to the Dean of the unit in which the Respondent holds an appointment.
- 6.4 Where the Respondent holds appointments in more than one Faculty, the Complaint may be forwarded to the Dean of any Faculty in which the Respondent holds an appointment. If the Complainant is a graduate student, the Complaint shall also be forwarded to the Dean of Graduate Studies. Upon the receipt of a Complaint, the Deans shall determine which Dean is the most appropriate Dean to ensure the procedures of this Policy are followed.
- 6.5 Where there is more than one Respondent and not all are from the same unit, the Deans in question shall agree which Dean shall be responsible for ensuring that these procedures are followed appropriately with such variations as are necessary.
- 6.6 On receipt of an allegation of scholarly misconduct, the Dean shall determine whether the allegations fall within the definition of scholarly misconduct in Section 4 and the form of the Complaint complies with Paragraph 6.1. Where the Complaint does not fall within the definition of scholarly misconduct in Section 4 or does not comply with Paragraph 6.1 or, in the opinion of the Dean, the allegation is trivial, frivolous or vexatious, the Dean shall notify the Complainant as soon as possible.
- 6.7 If the Dean determines that a Complaint falls within the definition of scholarly misconduct in Section 4, complies with Paragraph 6.1 and is not trivial, frivolous or vexatious, and the allegation alleges misconduct in research, the Dean shall notify the Vice-President Research of the allegation. In the case of an allegation of misconduct involving Tri-Agency funding that may involve significant financial, health and safety, or other risks, the Vice-President Research shall,

subject to any applicable laws, including privacy laws, forward a copy of the allegation to the Tri-Agency Secretariat on Responsible Conduct of Research.

## **7 REVIEWS**

- 7.1 Where a Complaint falls within the definition of scholarly misconduct in Section 4 and the form of the Complaint complies with Paragraph 6.1, the Dean shall:
- (a) immediately notify the Respondent that a Complaint has been received and send a copy of the Complaint and any documentation provided with the Complaint to the Complainant.
  - (b) not later than ten working days after receiving a Complaint, appoint a Reviewer who shall be a senior faculty or academic staff member in a unit other than that (those) of the Respondent(s) and Complainant(s) to conduct a Review. Where the Faculty is not divided into units, the Dean shall appoint a senior faculty or academic staff member from another Faculty. The purpose of the Review is to determine whether the Complaint warrants an Inquiry.
  - (c) advise the Respondent and Complainant of the name of the person appointed to conduct the Review.
- 7.2 Any objection to the person appointed to conduct the Review shall be made to the Dean within seven days. The only grounds for objection are alleged bias or conflict of interest. The Dean's disposition of any such objection shall be final.
- 7.3 The Reviewer shall proceed informally and in complete confidentiality. The Respondent shall be invited to make a written submission that responds to the Complaint and to submit any documents that may be relevant to the Complaint. Prior to submitting her or his Report, the Reviewer may request the Complainant and the Respondent to comment on all or portions of a draft report.
- 7.4 Within thirty days of being appointed, the Reviewer shall report in writing to the Dean, with copies to the Respondent, the Complainant, and the Vice-President Academic.
- 7.4.1 A Report may conclude that the Complaint does not warrant an Inquiry only on one or more of the following grounds:
- (a) the Complaint does not pertain to a scholarly activity as defined in the Policy;
  - (b) the Complaint is trivial, frivolous, or vexatious;
  - (c) there is insufficient evidence for an Inquiry to consider;
  - (d) the Complaint is made in bad faith; or
  - (e) the lapse of time since the conduct in question has been such that the matter cannot be properly investigated because of the unavailability of witnesses, the absence or loss of records, or similar reasons.
- 7.4.2 Where the Report concludes that the Complaint warrants an Inquiry, the Report shall:
- (a) specify the allegations of misconduct in scholarly activities that require an Inquiry;

- (b) include particulars of the evidence considered by the Reviewer that may be relevant to each allegation of misconduct;
- (c) list of any documents considered by the Reviewer; and
- (d) attach copies of all documents provided to the Reviewer by either the Complainant or the Respondent.

## **8 INQUIRIES**

- 8.1 Where the Report of the Reviewer concludes that the Complaint does not warrant an Inquiry, the Dean shall so advise the Respondent and the Complainant and shall forward to the Vice-President Academic a copy of the written Complaint and the Review Report.
- 8.2 Where the Report of the Reviewer concludes that the Complaint does warrant an Inquiry, the Dean shall, within ten working days of receiving the Report,
- (a) request the Vice-President Academic to appoint a Committee of Inquiry to conduct an Inquiry into the Complaint; and
  - (b) appoint a person, who may be the Complainant, to present the evidence in support of the Complaint to the Committee of Inquiry.
- 8.3 The Committee of Inquiry shall consist of three members who are not members of either the Respondent's or the Complainant's departments. One of the members should be chosen from outside the Faculty of either the Respondent or the Complainant and may be from outside the University. That member must be from outside the University if the allegation relates to Tri-Agency funding. One of the members shall be appointed as the Chair. The Vice-President Academic shall advise the Respondent and the Complainant of the composition of the Committee of Inquiry.
- 8.4 Any objection to the composition of the Committee of Inquiry shall be made to the Vice-President Academic within seven days. The only grounds for objection are alleged bias or conflict of interest. The Vice-President Academic's disposition of any such objection shall be final.
- 8.5 The terms of reference of the Committee of Inquiry are:
- (a) to determine in accordance with Paragraph 8.11 (a) and (b) whether the Respondent has committed misconduct in relation to a scholarly activity; and
  - (b) to make recommendations in accordance with either Paragraph 8.13 or Paragraph 8.14.
- 8.6 The Committee of Inquiry has the right to see any relevant documents in the possession of the University or a Member subject to the limitations specified in Paragraph 5.2, to call witnesses, and to request written submissions. It may seek impartial expert opinions to ensure that its work is thorough and informed. It acts as a quasi-judicial body, and therefore its activities are privileged under the Freedom of Information and Protection of Privacy legislation.
- 8.7 The Committee of Inquiry shall either hold a hearing on the matter or (with the consent of the Respondent) conduct its Inquiry solely on the basis of written submissions. In either case, when determining its procedures, the Committee shall ensure that the rules of natural justice and administrative fairness are observed.

- 8.8 The Committee of Inquiry shall invite the Respondent to make a submission in writing prior to its seeking or obtaining any further information or submissions. All documentation submitted to the Committee shall be made available to the Respondent. The Respondent shall be given the opportunity to respond fully to the evidence presented in writing. Ethical or research guidelines of a professional organization of which the Respondent is a member and which are applicable to the subject matter of the Complaint are admissible as evidence before the Committee of Inquiry and may be considered by the Committee in making any decision or recommendation.
- 8.9 In the case of a hearing, the Respondent may be accompanied by an advisor if the Respondent so desires. The Respondent shall have the opportunity to question witnesses presented to the Committee of Inquiry and the opportunity to call witnesses on behalf of the Respondent.
- 8.10 Within sixty days of being appointed, the Committee of Inquiry shall complete its Inquiry and shall report in writing its decision with reasons to the Vice-President Academic. The Committee's Report is considered a private, not a public, document.
- 8.11 The Committee of Inquiry shall determine whether clear, cogent and convincing proof establishes a preponderance of evidence that:
- (a) the Respondent has committed misconduct in a scholarly activity; and
  - (b) where the Committee finds misconduct, whether the misconduct constitutes serious misconduct as defined in this Policy.
- 8.12 The Committee's finding under Paragraph 8.11 shall be final.
- 8.13 Where the Committee of Inquiry finds either misconduct or serious misconduct in a scholarly activity, the Committee shall make recommendations with respect to any appropriate disciplinary action that should be instituted against the Respondent.
- 8.14 Where the Committee of Inquiry finds that there has not been any misconduct in a scholarly activity that is the subject of the Complaint, the Committee shall make recommendations with respect to:
- (a) steps that should be taken by the person who made the initial allegation of misconduct; and
  - (b) steps that could be taken by the University to help overcome any damage that the Respondent's reputation for scholarly integrity may have suffered by virtue of the Complaint.
- 8.15 The Vice-President Academic shall immediately provide copies of the Report to the Respondent, the Complainant and the Dean and, as appropriate, shall promptly:
- (a) advise the Respondent and the Dean that the Complaint is dismissed;
  - (b) advise the Respondent and the Dean that the Complaint is substantiated as misconduct, which can appropriately be dealt with by the Dean;
  - (c) advise the Respondent and the Dean that the Complaint is substantiated as serious misconduct in scholarly activity and refer the matter as outlined in Article 59 for appropriate disciplinary action.
- 8.16 Where the Complaint is not substantiated, the Dean in consultation with the Respondent and in light of any recommendations made by the Committee of Inquiry shall take all reasonable steps

to repair any damage that the Respondent's reputation for scholarly integrity may have suffered by virtue of the Complaint including notification of all parties who have been advised of the allegation during the course of a review or inquiry.

## **9 NOTIFICATION OF FUNDING AGENCIES**

- 9.1 When a Committee of Inquiry has found misconduct and made its Report to the Vice-President Academic, the Vice-President Academic shall request the Vice-President, Research to report those conclusions to any granting agency or sponsor of the scholarly activity in question. Further, where the finding is that serious misconduct is substantiated, the Vice-President, Research shall report that finding to any granting agency or sponsor known to have provided support for the scholarly activity, and may inform other relevant persons or agencies in the interests of protecting the integrity of scholarly activity.
- 9.2 In the case of an allegation of misconduct involving Tri-Agency funding, the Vice-President Research shall submit a report of the review and inquiry conducted to the Tri-Agency Secretariat on Responsible Conduct of Research.

## **10 INSTITUTIONAL RESPONSIBILITY**

Whenever an Inquiry concludes that serious misconduct is substantiated, the Vice-President Academic may appoint a Reviewer to evaluate the integrity of all other scholarly activity previously undertaken by that Respondent at this University.

## **11 TIME LIMITS**

Time limits specified in Article 59 of the Framework Agreement shall normally apply to any review or inquiry. All time limits in these procedures may be extended, but only for compelling reasons of which a formal record is kept. The Respondent shall be advised of both the extension of time and the reasons for the extension.

## Appendix E - Policy on Duties and Responsibilities of Directors of Research Centres (GV0715)



### Duties and Responsibilities of Directors of Research Centres

**University Policy No:** GV0715

**Classification:** Governance

**Approving Authority:** Board of Governors (on the recommendation of Senate)

**Effective Date:** September 2019

**Supersedes:** January 2010

**Last Editorial Change:**

**Mandated Review:** September 2026

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#### Purpose

- 1.00 The purpose of this policy is to provide direction on the duties and responsibilities of Directors (or equivalent) of research centres at the University of Victoria.

#### Definitions

- 2.00 A Director is the leader of a research centre. The title 'Director' may be changed to a more appropriate title depending on the type of research centre.

#### Scope

- 3.00 This policy applies to the duties and responsibilities of research centre Directors (or equivalent) at the University of Victoria

#### Policy

##### Terms of Appointment

- 4.00 The Director of a research centre shall normally be appointed for a term of five years. Searches and reappointments shall be carried out under the terms of the Procedures for Appointment and Review of Research Centre Directors GV0705.

##### Qualifications

- 5.00 The position description and criteria for the position of research centre Director shall be set by the Committee struck under the terms of the procedures, following a proportionate model. The

position description will normally include the duties and responsibilities detailed in Section 10.00 of this policy.

6.00 A research centre Director will normally be a faculty member of the University of Victoria.

7.00 The university expects that research centre Directors will be research leaders, capable of:

- a) maintaining the confidence and cooperation of research centre members;
- b) managing effectively and efficiently the research program and administrative affairs of the research centre; and
- c) creating an environment conducive to intellectual and research growth.

8.00 University faculty members who lead research centres may negotiate arrangements for other duties to be correspondingly revised subject to the approval of the respective Chair, Dean, and/or the Vice-President Research as appropriate.

#### **Duties and Responsibilities**

9.00 The role of a research centre Director (or equivalent) should be determined using a proportionate approach based on the type of centre they lead. Specific duties and responsibilities should be negotiated with the appropriate Administrative Leader (i.e. Dean or Vice-President Research).

10.00 Research centre Directors are responsible for providing research leadership, which normally includes:

- a) promoting and facilitating leading-edge research, including collaborative and interdisciplinary research, in areas related to the goals of the university;
- b) building, and providing sufficient support for, a community of innovative researchers to enhance research capacity at the university and to increase internal and external research opportunities for faculty, post-doctoral fellows, and graduate students;
- c) developing networks between the research centre and researchers in the field in the public and private sectors, locally, nationally and internationally;
- d) acting as the nexus between the university and the community with respect to research initiatives of mutual benefit;
- e) where applicable, developing mutually beneficial linkages with industry in order to develop partnerships and collaborative research;
- f) transferring knowledge to society through outreach (e.g. collaborative research; seminars; workshops; lectures; websites; publications) and, where applicable, through technology transfer (e.g. collaborative research; contract work; and commercialization of intellectual property);
- g) developing strong linkages with appropriate academic departments and units and adding value to line departments through:



- i) aiding faculty and student recruitment and retention by enriching the research environment;
- ii) advancing curriculum;
- iii) informing the teaching of colleagues;
- iv) mounting workshops and seminars;
- v) providing interdisciplinary research training and mentoring for undergraduate and graduate students; and
- vi) regular communication of research centre activities and opportunities for faculty and students' involvement.

11.00 Research centre Directors are responsible for providing administrative leadership, which normally includes:

- a) leading strategic planning for the research centre to ensure that the centre's objectives are aligned with the university's Strategic Plan objectives;
- b) overseeing the proper discharge of administrative duties of the research centre including supervising personnel, financial management, and operations;
- c) coordinating the appropriate and orderly closure of the centre if required;
- d) working effectively with the research centre's governance committee(s);
- e) pursuing the equity goals of the university in the operations of the research centre;
- f) managing the research plan effectively and efficiently, ensuring that accepted standards of research and ethical behaviour are met;
- g) managing the space needs of the research centre in cooperation with appropriate university authorities;
- h) representing the interests of the research centre internally with senior academic administration;
- i) enhancing the reputation of the research centre and the university by undertaking quality research and communicating that research to the society; and
- j) encouraging and supporting the raising of funds for research conducted by the research centre, capital and operating funds, including cooperation with the Alumni and Development Department's fundraising initiatives.

### **Authorities and Officers**

12.00 The authorities and officers for this policy are:

- i) Approving Authority: Board of Governors (on the recommendation of Senate)
- ii) Designated Executive Officer: Vice-President Research
- iii) Procedural Authority: Vice-President Research
- iv) Procedural Officer: Vice-President Research

### **Related Policies and Documents**

Appointment and Re-appointment of Research Centre Directors (GV0705)  
 Establishment, Review and Closure of Research Centres (RH8300)

## **Appendix F - LOU: Faculty Association Tuition Scholarship Fund**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria

And

The University of Victoria Faculty Association

Re: Faculty Scholarship Plan

Whereas the Collective Agreement was renewed commencing July 1, 2019;

And whereas a fund has been established to assist with tuition costs for Members and their dependants;

The Parties hereby agree that:

1. The University shall place \$200,000 in an account designated as the Faculty Association Tuition Scholarship Fund (“the Fund”) on or before July 1 each year.
2. Notwithstanding clause 1, for the year 2019-20, to allow for implementation, the Fund shall be available for expenditure no later than January 1, 2020.
3. The Faculty Association shall develop terms of reference for Members to access the Fund, including criteria for eligibility, an application process, and an adjudication process to be undertaken by the Faculty Association.
4. The Fund may only be accessed in respect of tuition for degree credit courses at UVic taken by a Member or their dependant.
5. Annually, by an agreed-to date, the Faculty Association shall invite, receive and adjudicate applications for tuition support from Members.
6. Annually, by an agreed-to date, the Faculty Association shall provide, in respect of each successful applicant, the data necessary for the university to transfer funds from the Fund to the tuition account of the successful applicant.
7. Any unspent funds in the Fund may be carried over. The Fund may not be overspent.
8. On consent of the Parties, Fund eligibility may be expanded to include Bargaining Unit excluded faculty and librarians.
9. The Parties shall meet, no later than October 1, 2019, to finalize the implementation process.

## **Appendix G - LOU: Review/Revision of Policy on Scholarly Integrity (AC1105 –B)**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria

And

The University of Victoria Faculty Association

Re: Review/Revision of *Policy on Scholarly Integrity (AC1105 –B)*

Whereas the Collective Agreement acknowledges the application of the above-noted policy to Members;

And whereas the Faculty Association represents Members in matters pertaining to their employment;

And whereas the Parties wish to resolve matters of negotiation regarding scholarly integrity policy in collective agreement negotiations;

The Parties hereby agree that:

1. Within 12 months of ratification of this collective agreement, a joint working group (JWG-SI) shall be formed as a sub-committee of the Joint Committee on the Administration of the Agreement.
2. The JWG-SI shall be comprised of six appointees; three appointed each by the University and the Association. Each Party shall designate one of their appointees as co-chair.
3. The mandate of the JWG-SI shall be to review and make recommendations for revisions to *Policy on Scholarly Integrity (AC1105 –B)* to the Board of Governors.
4. In reviewing the policy, the Parties shall attend to:
  - a) ensuring it is compliant with legislative and regulatory requirements, and those set by the Secretariat on Responsible Conduct of Research;
  - b) articulating the role of the Human Research Ethics Board and the Animal Care Committee in allegations and adjudication pertaining to their purview;
  - c) articulating an efficient and fair process for adjudicating allegations;
  - d) articulating how processes function where there are multiple respondents (including where respondents are not all from the Faculty Association; and
  - e) any other matter the parties agree to attend to.
5. Until such time as the Board approves a revised policy, the current policy shall continue to operate.

## **Appendix H - LOU Review/Revision of Discrimination and Harassment Policy and Procedures (GV0205) and Sexualized Violence Prevention and Response Policy (GV0245)**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria

And

The University of Victoria Faculty Association

Re: Review/Revision of *Discrimination and Harassment Policy and Procedures (GV0205) and Sexualized Violence Prevention and Response Policy (GV0245)*

Whereas the Collective Agreement acknowledges the application of the above-noted policies to Members;

And whereas the Faculty Association represents Members in matters pertaining to their employment;

And whereas the Parties wish to resolve matters of negotiation regarding discrimination and harassment policy in collective agreement negotiations;

The Parties hereby agree that:

1. During the life of this collective agreement, should review and/or revision of *Discrimination and Harassment Policy and Procedures (GV0205) and Sexualized Violence Prevention and Response Policy (GV0245)* or any successor policy or procedures be undertaken, the Faculty Association may appoint one member to the university's review committee.
2. The *Discrimination and Harassment Policy and Procedures (GV0205) and Sexualized Violence Prevention and Response Policy (GV0245)* are subject to the consultation provisions of s. 8.9 and s. 8.13 under Article 8 – *Collegial Rights*.

## **Appendix I - LOU: Processes, Procedures, and Documentation for Faculty requesting Sick Leave, Return to Work, and Accommodation**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: Processes, Procedures, and Documentation for Faculty requesting Sick Leave, Return to Work, and Accommodation

Whereas the Collective Agreement stipulates procedures for Members in arranging and requesting Sick Leave, Return to Work, and Accommodation;

And whereas the Parties wish to ensure the use of best practice in disability management in the academic environment;

The Parties hereby agree that:

1. The Parties agree to pilot a new Physician's Statement Form as agreed to at the bargaining table.
2. Administration will consult with the Faculty Association on hiring criteria for a disability management consultant.
3. Within 6 months of ratification of this collective agreement, the university will retain a disability management consultant, who shall meet with representatives of the Association and the University in order to evaluate current practices, procedures and processes associated with faculty disability management.
4. The consultant will make recommendations, related to the suitability of the Physician's Statement Form and best practices for return to work and accommodations process in an academic context.
5. The report of the consultant shall be shared with the Association and discussed at Joint Committee on the Administration of the Agreement.

## **Appendix J - LOU: Teaching Stream Top-Up Fund**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: Top-Up Fund for Teaching Stream positions

Whereas the implementation of new provisions for Teaching Stream faculty in the collective agreement will require additional Teaching Stream positions to be created;

And whereas Units should be given the opportunity to nominate experienced sessionals who provide high quality teaching for Teaching Stream positions;

The Parties hereby agree that:

1. A one-time fund shall be established in the amount of \$150,000 to assist Units to recruit sessional teachers into approved Teaching Stream faculty appointments.
2. The fund shall be administered by the Office of the Vice-President Academic and Provost.
3. A Chair or Director or Dean may access the fund by making a written application to the Vice-President Academic and Provost outlining:
  - a) the rationale for a new Teaching Stream position;
  - b) the nomination of a current sessional teaching for the position; including all requirements under the collective agreement for a waived search;
  - c) the funding support requested as a top-up to the unit's contribution which must be equal to or more than the sessional equivalent for the teaching load of the Teaching Stream position.
4. Once the position, funding and nominee are approved by the Provost, the standard recruitment procedures shall be used.

## **Appendix K - LOU: Indigenous Recruitment Support Fund**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria

And

The University of Victoria Faculty Association

Re: Indigenous Recruitment Support Fund

Whereas the University and Association are committed to diversity of faculty complement;

And whereas the Strategic Framework evidences commitment to increasing the number and success of Indigenous faculty and students at UVic by developing priority recruitment strategies and programs to support success, together with support of Indigenous-engaged learning to promote mutual understanding and respect;

And whereas the Parties wish to support the success of highly qualified UVic graduate students seeking academic careers;

The Parties hereby agree that:

1. An Indigenous Recruitment Support Fund shall be established with the following amounts:  
\$ 355,016 available on July 1, 2020;  
\$ 362,987 available on July 1, 2021.
2. Academic Units who have approved Requests for Hire for the recruitment of Indigenous faculty under the Limited Hire policies of the University, may apply to the Vice-President Academic and Provost for funds which match (1:1) the Unit's contribution (including any external funding) up to the limit of the incumbent's base salary plus benefit costs, to support the recruitment of successful candidates into Tenure-track positions.
3. Preference is to be given to qualified Indigenous graduates from UVic PhD programs to enable them to enter into academic roles.

## **Appendix L - LOU: Best Practices in Evaluation of Teaching**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: Best Practices in Evaluation of Teaching

Whereas various processes regarding teaching evaluation in the collective agreement call for use of peer evaluation and student course experience survey data;

And whereas the importance and complexity of teaching evaluation requires the development and use of best practices;

The Parties hereby agree that:

1. Within 12 months of ratification of this collective agreement, a joint working group (JWG-TE) shall be formed as a sub-committee of the Joint Committee on the Administration of the Agreement.
2. The JWG-TE shall be comprised of six appointees; three appointed each by the University and the Association. Each Party shall designate one of their appointees as co-chair.
3. The mandate of the JWG-TE shall be to make recommendations for the development of best practices in
  - a) peer evaluation of Teaching; and in
  - b) use of student course experience survey data;in assessing Teaching performance.



## **Appendix M - LOU: Chair/Director Stipend Review**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: Stipends for Chairs of Departments and Directors of Schools

The Parties hereby agree that the Joint Committee for Administration of the Agreement will discuss the procedures and rules governing the allocation of administrative stipends to Chairs of Departments and Directors of Schools at its first meeting following the conclusion of bargaining the 2019-2022 Collective Agreement. The JCAA shall make recommendations to the Vice-President Academic and Provost with regards to the procedures and rules governing the allocation of administrative stipends, including whether the values of the stipends are appropriate and what rules should govern variation in the value of the stipends. The JCAA discussion shall be made available to Association Members through the JCAA record.

## **Appendix N - LOU: Benefits Plan changes**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: Benefits Plan Changes

Whereas there is a shared interest in having a benefits plan which supports Member health and is affordable to the University and the Members:

The Parties hereby agree that the following changes to extended health and dental benefits shall be made:

#### 1) Dental Plan

The Parties agree to continue the current dental plan as outlined in the benefits booklet and that the enhancements to the dental plan, as outlined in Appendix K to the 2015-2019 Collective Agreement be continued for the 2019-2022 Collective Agreement.

#### 2) Extended Health Plan

The Parties agree to maintain the enhancements bargained to the extended health plan for the 2015-2019 Collective Agreement, as outlined in Appendix K. In addition, the Parties agree to the following enhancements and changes to the current extended health plan:

- a) increase the annual deductible to \$75.00;
- b) remove life-time maxima;
- c) add pay-direct drug card;
- d) managed formulary (Blue RX) including \$10 dispensing fee cap and generics with 15% max markup;
- e) add vaccines at 50%; and
- f) paramedical per-visit maximum for first 12 visits at \$30.

## **Appendix O - LOU: Academic Administrators and Artists in Residence**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria

And

The University of Victoria Faculty Association

Re: Academic Administrators and Artists in Residence

Whereas the Collective Agreement was renewed commencing July 1, 2019;

And whereas there is agreement to transition Academic Administrators and Artists in Residence to Regular faculty or Faculty Excluded appointments;

And whereas the implementation period requires agreement on applicable transitional provisions respecting these groups;

The Parties hereby agree that:

1. Until such time as a Member's Academic Administrator or Artist in Residence appointment is changed to a Regular faculty or Faculty Excluded appointment, the provisions of the 2015-2019 Collective Agreement that are specific to the Member's current appointment type shall continue to apply.
2. Notwithstanding s. 1, where in the 2015-2019 Collective Agreement the entitlement is deemed equivalent to a Regular Faculty Appointment, the provisions negotiated in the 2019-2022 Collective Agreement shall apply.

## **Appendix P - LOU: Transitions in Renewal of the Collective Agreement**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria

And

The University of Victoria Faculty Association

Re: Transitions in Renewal of Collective Agreement

Whereas the Collective Agreement was renewed commencing July 1, 2019;

And whereas certain negotiated provisions were agreed to not take effect until a date following July 1, 2019 or were to provide for special considerations in the transition;

The Parties hereby agree that:

Notwithstanding any language in the renewed Collective Agreement, the following provisions shall apply to effect agreed-to start dates or transition provisions in relation to the Articles stated below.

#### *Salary Article*

1. Across the Board adjustments for July 1, 2019 shall be applied no later than October 1, 2019, retroactive to July 1, 2019.
2. Floors shall be raised effective July 1, 2019. Any required adjustments shall be made effective July 1, 2019 no later than October 1, 2019.
3. Promotion Recognition Awards for promotions effective on July 1, 2019 will be applied no later than October 1, 2019, retroactively to July 1, 2019.
4. Members may appeal, under s. 63.31 – s. 63.33 of the 2015-2019 Collective Agreement, any July 1, 2019 adjustment provided under the 2015-2019 Collective Agreement.

#### *Benefits Article*

1. Adjustments to the benefits plan for faculty and librarians shall take effect as follows:
  - a) Implementation by September 1, 2019: Pay Direct Drug card, vaccines at 50%, paramedical at \$30/visit, lifetime maximum removed (benefit enhancements retroactive to July 1, 2019).
  - b) Effective January 1, 2020: BlueRX (including 15% markup cap, \$10 dispensing fee cap and generic drugs); deductible increase to \$75.

#### *Study Leave Article*

1. Any Study Leaves for Teaching Stream faculty commencing July 1, 2019 or later shall be subject to the provisions in the 2019-2022 Collective Agreement wherein, notwithstanding any calculation under the 2015-2019 Collective Agreement, courses shall not be “owed”.
2. Study Leaves for Members commencing July 1, 2019 shall be paid at 90% of salary. The necessary adjustments shall be effective July 1, 2019, paid retroactively before October 1, 2019.

#### *Maternity, Parental and Adoption Leave Article*

1. Limited Term Faculty and Librarians are entitled to benefits under this Article starting July 1, 2020.

#### *Sick Leave, Long-Term Disability, Return to Work and Accommodation Article*

1. Limited Term Faculty and Librarians are entitled to Sick Leave benefits under this Article starting July 1, 2020.

#### *Reduced Appointments Appendix*

1. Commencing July 1, 2019, Reduced Appointment provisions in the 2015-2019 Collective Agreement shall cease to be available and shall be replaced with Reduced Workload provisions in the 2019-2022 Collective Agreement. Notwithstanding, Members who have Reduced Appointment arrangements as of June 30, 2019, shall continue those arrangements as agreed, including receiving salary in accordance with s. 10, until such time as their Reduced Appointment arrangement ends.

#### *Workload Article*

1. Teaching Stream Faculty Members eligible for 10% course reductions (those at 7 full courses or greater) shall accrue course reduction credit commencing July 1, 2019, however, accrued credit shall not be applied until the first cycle of new assignments following ratification of the Collective Agreement.

#### *Tenure Article*

1. Members being considered for Promotion to Associate and Tenure in the consideration cycles granting Tenure and Promotion effective July 1, 2019, July 1, 2020 and July 1, 2021 may be granted Tenure at Assistant rank, notwithstanding provisions of this Collective Agreement.

## **Appendix Q - LOU: Review of Financial Exigency Article**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: Review of Financial Exigency Article

Whereas neither Party opened the Financial Exigency Article of the Collective Agreement in negotiations for the 2019-2022 Collective Agreement;

And whereas substantive change was made to the evaluation system for faculty and librarians in the 2019-2022 Collective Agreement;

And whereas the Parties agree that careful discussion on the necessary revisions to the Financial Exigency Article are required;

The Parties hereby agree that a joint sub-committee of the JCAA will be struck no later than July 1, 2020 for the purpose of reviewing the Financial Exigency Article in the context of changes to the 2019-2022 collective agreement and making recommendations to the Faculty Association and the University's President for adjustments to the Article.

Acceptance of adjustments are in the discretion of the Faculty Association and the University President (subject to approval by the Board of Governors) and are not grievable.

## **Appendix R - LOU: Librarians appointed for a limited term on an hourly basis**

### **Letter of Understanding under the 2019-2022 Collective Agreement**

Between

The University of Victoria

And

The University of Victoria Faculty Association

Re: Librarians appointed for a limited term on an hourly basis

Whereas UVic Libraries hires Librarians for limited terms on an hourly basis for specific purpose and project based employment;

And whereas the parties wish to establish the terms and conditions of employment in relation to such Librarians;

The Parties hereby agree that, notwithstanding any provision in the Collective Agreement, Librarians appointed for a limited term on an hourly basis are entitled to, and subject to, the following terms and conditions:

1. Such appointments may be made by the University Librarian or designate and shall not exceed one year in duration.
2. Hourly rates of pay will be calculated at the Librarian I annual floor rate divided by 1820 hours. They will be increased annually by across-the-board increases and pro-rated CPI as provided for in the Collective Agreement.
3. 6% will be added to hourly pay in lieu of benefits and vacation entitlements.
4. Such positions will be subject to the reappointment process as outlined in s. 27.20 of the Collective Agreement. There is no right of reappointment.
5. Voting entitlements are as indicated in the Libraries policies respecting the relevant committee or process.
6. Such appointments are without rank and do not allow for promotion under the collective agreement.

## Appendix S - LOU: Transition to Salary Structure

### Letter of Understanding under the 2019-2022 Collective Agreement

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: ***Transition to Salary Structure***

**Whereas** the Parties have amended the salary structure under Article 50 *Salary* in the 2019-2022 Collective Agreement;

**And whereas** the Parties have agreed to mitigate the impact of changes to Career Progress Increments (CPI) eligibility by providing for a transition over the course of this Collective Agreement;

**Therefore** the Parties hereby agree that notwithstanding s. 50.16 in the 2019-2022 Collective Agreement, for the salary adjustments on July 1, 2020 and on July 1, 2021, CPI will be allocated to Members who fall outside the ranges in s. 50.14 as follows:

Rank	Years since 1 <sup>st</sup> appt	2020-21	2021-22	Rank	Years since 1 <sup>st</sup> appt	2020-21	2021-22
Assistant	0-7	3200	3400	Librarian I/II	0-7	2880	3060
	8-17	3000	3100		8-17	2700	2790
	18-28	2800	2800		18-28	2520	2520
	29+	2800	2800		29+	2520	2520
Associate	0-7	3000	3100	Librarian III	0-7	2700	2790
	8-17	3000	3100		8-17	2700	2790
	18-28	2800	2800		18-28	2520	2520
	29+	2800	2800		29+	2520	2520
Full	0-7	2800	2800	Librarian IV	0-7	2520	2520
	8-17	2800	2800		8-17	2520	2520
	18-28	2800	2800		18-28	2520	2520
	29+	2800	2800		29+	2520	2520



## **Appendix T - LOU: Accounting for Leaves in s. 50.14**

### **Letter of Understanding**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: ***Accounting for Leaves in s. 50.14***

**Whereas** the Parties have agreed that Members should not be prejudiced by taking leave under certain circumstances in relation to the calculation of their years since first appointment under s. 50.14;

**Therefore** the Parties hereby agree that notwithstanding s. 50.14 and s. 50.16 in the 2019-2022 Collective Agreement, the following leaves, if approved for a period of 15 weeks or more, will be removed from the calculation of 'years since first appointment' for the purposes of Career Progress Increment eligibility:

- a) Short term Sick Leave;
- b) Long-Term Disability;
- c) Maternity, Parental or Adoption Leave;
- d) Compassionate Leave;
- e) Leave of Absence if the reason for the leave is consistent with the requirements of one of the above leaves.

## Resource: Deadlines for Reappointment, Tenure, Promotion and Continuing Appointment

### COMMITTEE MEMBERSHIP

Selection of Unit ARPT Committees: by April 30

Selection of UAAC: by October 15

### REAPPOINTMENT AND CONTINUING APPOINTMENT

#### Important Deadlines:

Process begins: April 15

Final date to notify candidate: February 15

#### Unit Committee:

Deadline	Committee/Administration	Member
April 15	Deadline for Chair to notify the Faculty Member of the documentation that the Faculty Member will be expected to submit. s. <u>33.3</u>	
September 1		Deadline for Member to submit the following documentation to the Chair:  CV, teaching dossier, copies of citations to scholarly or creative works, summary of candidate's major achievements and copies of other documents. s. <u>33.19</u>
At least <b>ten (10)</b> days prior to the committee decision on the application	The committee may request that the candidate meet with the committee. The request must be in writing. s. <u>33.25</u>  The committee must request this meeting if they require additional information to fairly evaluate the file or if they are considering a negative recommendation. s. <u>33.25</u>	The candidate may request that the candidate meet with the committee. The request must be in writing. s. <u>33.25</u>

Immediately after conducting the ballot	<p>Chair of the committee shall prepare the draft Recommendation Report. s. <u>33.28</u></p> <p>Prior to sending the report to the candidate, the Chair will send each member of the committee the number of votes for and against and the draft Recommendation Report s. <u>33.30</u></p>	
Within <b>1 week</b> of receiving the draft Recommendation Report	<p>Committee members may submit any proposed changes to the Report to the chair. s. <u>33.30 b)</u></p>	
October 15	<p>Chair shall send to the Dean, the candidate, and each member of the committee the Recommendation Report and copies of all of the documents and reference to all resources considered by the committee. s. <u>33.32</u>, s. <u>33.34</u></p>	
No later than <b>ten (10)</b> days after receipt of Report		<p>The candidate may send to the Dean a written response to the Recommendation Report. Any allegations of Conflict of Interest or apprehension of bias in relation to the committee must be raised. s. <u>33.33</u></p>
Within <b>five (5)</b> days of request	<p>The committee shall respond to the Dean's request for clarification. s. <u>33.36</u></p>	

**Dean:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
November 15	Deadline for Dean to send their own recommendation and the Unit's Recommendation Report, together with the materials considered in those assessments to the Office of Faculty Relations and to the candidate. s. <u>33.40</u>	
No later than <b>ten (10)</b> days after receipt of Dean's recommendation		The candidate may submit a written response to the Dean's recommendation. s. <u>33.41</u>

**UAAC:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
<b>Five (5)</b> working days notice		Member to notify UAAC of intent to make oral presentation or written submission to the UAAC. s. <u>33.52</u>
January 30	UAAC will forward its report, including any submissions made by the candidate, to the President, copied to the candidate, the Dean, and the VPAC. s. <u>33.55</u>	

**President:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
December 15	Deadline for President to refer the file to the UAAC. s. <u>33.43</u>	
February 15	Deadline for President to notify the candidate of their decision. s. <u>33.57</u>	

**TENURE AND APPLICATIONS FOR PROMOTION THAT, IF GRANTED, WILL CONFER TENURE**

**Important Deadlines:**

Process begins: April 15

Final date to notify candidate: March 15

**Unit Committee:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
April 15	Deadline for Chair to notify the Faculty Member of the documentation that the Faculty Member will be expected to submit, and that the Faculty Member is required to nominate referees by May 15. s. <u>33.3</u>	Deadline for Member who intends to apply for tenure to notify the Chair in writing. s. <u>33.3</u>
May 15	Deadline for referee nominee lists to be exchanged. The committee must nominate a minimum of six referees. s. <u>33.5</u>	The candidate must nominate a minimum of six referees. s. <u>33.5</u>
June 1		Deadline for Member to select a minimum of two nominees from the committee's list and notify the Chair in writing of this selection. s. <u>33.12</u>
June 15	Deadline for committee to select a minimum of two nominees from the candidate's list of referees, and to notify the candidate in writing of this selection. s. <u>33.13</u>	Deadline for Member to submit copies of or citations to scholarly or creative works that they wish to be made available to the referees prior to the date for distribution of materials. s. <u>33.16</u>
August 31	Deadline for referees to indicate their willingness to serve. If the invitation is declined or not responded to by this date, a replacement will be selected from the same list. s. <u>33.18</u>	

September 1		<p>Deadline for Member to submit the following documentation to the Chair:</p> <p>CV, teaching dossier, copies of citations to scholarly or creative works, summary of candidate's major achievements and copies of other documents. s. <u>33.19</u></p>
September 15	<p>Deadline for chair of the committee to send the information provided by the candidate to the referees who have indicated their willingness to serve. s. <u>33.21</u></p>	
<p>At least <b>ten (10)</b> days prior to the committee decision on the application</p>	<p>The committee may request that the candidate meet with the committee. The request must be in writing. s. <u>33.25</u></p> <p>The committee must request this meeting if they require additional information to fairly evaluate the file or if they are considering a negative recommendation. s. <u>33.25</u></p>	<p>The candidate may request that the candidate meet with the committee. The request must be in writing. s. <u>33.25</u></p>
<p>Immediately after conducting the ballot</p>	<p>Chair of the committee shall prepare the draft Recommendation Report. s. <u>33.28</u></p> <p>Prior to sending the report to the candidate, the Chair will send each member of the committee the number of votes for and against and the draft Recommendation Report s. <u>33.30</u></p>	
<p>Within <b>1 week</b> of receiving the draft Recommendation Report</p>	<p>Committee members may submit any proposed changes to the Report to the chair. s. <u>33.30 b)</u></p>	

November 15	Chair shall send to the Dean, the candidate, and each member of the committee the Recommendation Report and copies of all of the documents and reference to all resources considered by the committee. s. <u>33.32</u> , s. <u>33.34</u>	
No later than <b>ten (10)</b> days after receipt of Report		The candidate may send to the Dean a written response to the Recommendation Report. Any allegations of Conflict of Interest or apprehension of bias in relation to the committee must be raised. s. <u>33.33</u>
Within <b>five (5)</b> days of request	The committee shall respond to the Dean's request for clarification. s. <u>33.36</u>	

**Dean:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
December 15	Deadline for Dean to send their own recommendation and the Unit's Recommendation Report, together with the materials considered in those assessments to the Office of Faculty Relations and to the candidate. s. <u>33.40</u>	

**UAAC:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
<b>Five (5)</b> working days notice		Member to notify UAAC of intent to make oral presentation or written submission to the UAAC. s. <u>33.52</u>
February 28	UAAC will forward its report, including any submissions made by the candidate, to the President, copied to the candidate, the Dean, and the VPAC. s. <u>33.55</u>	

**President:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
January 30	Deadline for President to refer the file to the UAAC. s. <u>33.43</u>	
March 15	Deadline for President to notify the candidate of their decision. s. <u>33.57</u>	



## PROMOTION

Deadlines for Promotion that will confer Tenure (i.e. promotion applications by an untenured faculty member) adhere to the deadlines for Tenure above.

### Important Deadlines:

Process begins: April 15

Final date to notify candidate: May 1

### Chair:

Deadline	Committee/Administration	Member
April 15	Deadline for Chair to notify the Faculty Member of the documentation that the Faculty Member will be expected to submit, and that the Faculty Member is required to nominate referees by May 15. s. <u>33.3</u>	Deadline for Member who intends to apply for promotion to notify the Chair in writing. s. <u>33.3</u>
May 15	Deadline for referee nominee lists to be exchanged. The committee must nominate a minimum of six referees. s. <u>33.5</u>	The candidate must nominate a minimum of six referees. s. <u>33.5</u>
June 1		Deadline for Member to select a minimum of two nominees from the committee's list and notify the Chair in writing of this selection. s. <u>33.12</u>
June 15	Deadline for the committee to select a minimum of two nominees from the candidate's list of referees, and to notify the candidate in writing of this selection. s. <u>33.13</u>	Deadline for Member to submit copies of or citations to scholarly or creative works that they wish to be made available to the referees prior to the date for distribution of materials. s. <u>33.16</u>
August 31	Deadline for referees to indicate their willingness to serve. If the invitation is declined or not responded to by this date, a replacement will be selected from the same list. s. <u>33.18</u>	

October 1		<p>Deadline for Member to submit the following documentation to the Chair:</p> <p>CV, teaching dossier, copies of citations to scholarly or creative works, summary of candidate's major achievements and copies of other documents. s. <u>33.19</u></p>
October 15	<p>Deadline for chair of the committee to send the information provided by the candidate to the referees who have indicated their willingness to serve. s. <u>33.21</u></p>	
<p>At least <b>ten (10)</b> days prior to the committee decision on the application</p>	<p>The committee may request that the candidate meet with the committee. The request must be in writing. s. <u>33.25</u></p> <p>The committee must request this meeting if they require additional information to fairly evaluate the file or if they are considering a negative recommendation. s. <u>33.25</u></p>	<p>The candidate may request that the candidate meet with the committee. The request must be in writing. s. <u>33.25</u></p>
<p>Immediately after conducting the ballot</p>	<p>Chair of the committee shall prepare the draft Recommendation Report. s. <u>33.28</u></p> <p>Prior to sending the report to the candidate, the Chair will send each member of the committee the number of votes for and against and the draft Recommendation Report s. <u>33.30</u></p>	
<p>Within <b>1 week</b> of receiving the draft Recommendation Report</p>	<p>Committee members may submit any proposed changes to the Report to the Chair. s. <u>33.30 b)</u></p>	

January 15	Chair shall send to the Dean, the candidate, and each member of the committee the Recommendation Report and copies of all of the documents and reference to all resources considered by the committee. s. <u>33.32</u> , s. <u>33.34</u>	
No later than <b>ten (10)</b> days after receipt of Report		The candidate may send to the Dean a written response to the Recommendation Report. Any allegations of Conflict of Interest or apprehension of bias in relation to the committee must be raised. s. <u>33.33</u>
Within <b>five (5)</b> days of request	The committee shall respond to the Dean's request for clarification. s. <u>33.36</u>	

**Dean:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
February 15	Deadline for Dean to send their own recommendation and the Unit's Recommendation Report, together with the materials considered in those assessments to the Office of Faculty Relations and to the candidate. s. <u>33.40</u>	

**UAAC:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
<b>Five (5)</b> working days notice		Member to notify UAAC of intent to make oral presentation or written submission to the UAAC. s. <u>33.52</u>
April 15	UAAC will forward its report, including any submissions made by the candidate, to the President, copied to the candidate, the Dean, and the VPAC. s. <u>33.55</u>	

**President:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
March 15	Deadline for President to refer the file to the UAAC. s. <u>33.43</u>	
May 1	Deadline for President to notify the candidate of their decision. s. <u>33.57</u>	