

COLLECTIVE AGREEMENT BETWEEN
ROYAL ROADS UNIVERSITY
AND THE RRU FACULTY ASSOCIATION

APRIL 1, 2012 – MARCH 31, 2014



MEMORANDUM OF AGREEMENT

Between

ROYAL ROADS UNIVERSITY

And the

ROYAL ROADS UNIVERSITY FACULTY ASSOCIATION

The parties agree to recommend to their principals the following as the renewal of the collective agreement:

Wages

1. General wage increases:
 - a. 2% effective April 1, 2012; and
 - b. 2% effective April 1, 2013.

Term

The term of the agreement shall be from April 1, 2012 and up to and including March 31, 2014.

Ratification

When both parties have ratified the agreement and notified each other in writing, the agreement shall come into effect.

Agreed to this 18 day of October, 2012.

FOR THE UNIVERSITY:

FOR RRUFA

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INTERPRETATIONS AND DEFINITIONS

Academic Administrator: designates the President, Vice-President (Academic) and Provost, Associate Vice-Presidents, Deans and Associate Deans.

Act: refers to the *Royal Roads University Act*, R.S.B.C. 1996, ch. 409.

Association: refers to the Royal Roads University Faculty Association.

Day of Rest: means any day in a calendar week outside the normal work week.

Education Plan: refers to the Education Plan for Royal Roads University, approved in December 1995 and subsequently updated.

Employer: refers to Royal Roads University.

Faculty Member: designates a full-time member of the Faculty of Royal Roads University as defined by the Royal Roads Board of Governors to conduct teaching, research, and administration.

Faculty, School, Program, Centre: designate academic and administrative units into which Faculty Members are classified for the co-ordination and performance of respective duties.

Intellectual Leads: are Faculty Members appointed by the Dean to oversee frequent updating of a course or courses within a particular academic field.

JCOAA: refers to the Joint Committee on the Administration of the Agreement.

Librarian Member: designates a full-time professional librarian appointed to carry out duties of librarianship, research and scholarship, and service.

Member: refers to a member of the Royal Roads University Faculty Association.

Normal work week: refers to the standard operational work week at the University Monday through Friday.

Parties: means the Royal Roads University and the Royal Roads University Faculty Association.

President: means the President of Royal Roads University.

Program Heads: are Faculty Members appointed by the Dean, in consultation with the School Director and Faculty Members, to head a degree program with academic and administrative duties and responsibilities.

School Directors: are Faculty Members appointed by the Dean, in consultation with the Vice-President (Academic) and Faculty Members, to head a School within a Faculty.

University: means Royal Roads University as established by the Province of British Columbia under the *Royal Roads University Act*, R.S.B.C. 1996, ch. 409.

Vice-President (Academic): means the Vice-President (Academic) and Provost of Royal Roads University.

ARTICLE 1 PREAMBLE

- 1.1 The Parties recognize the need to sustain the special purpose nature of the University and the distinctive elements upon which this uniqueness is founded.

ARTICLE 2 APPLICATION

- 2.1 The provisions of this Agreement apply to the Association and its Members, as well as to the Employer and its representatives.
- 2.2 In this Agreement, the plural shall include the singular and the singular shall include the plural where the context so requires.
- 2.3 The Parties recognize the principle of gender equity in the context of the Collective Agreement and at Royal Roads University. However, the use of the masculine pronoun will be observed throughout the Agreement for the sake of clarity of expression. This practice should not be interpreted as in any way suggesting a weakening of the equity principle.

ARTICLE 3 PURPOSE

- 3.1 The purpose of this Agreement is to promote and maintain harmonious and mutually beneficial relations between the Employer and the Association; to set forth certain terms and conditions of employment relating to remuneration, employee benefits, and general working conditions that will permit the objectives of the Employer and the Association to be maintained; and to ensure the fullest recognition within the academic community and society at large of the academic standards maintained and promoted at the University.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The Association acknowledges that the Employer has retained and shall possess and exercise all rights and functions, powers, privileges, and authority as set out in the *Royal Roads University Act* that it possessed prior to the signing of this Agreement, excepting those that are clearly and specifically restricted in this Agreement.

ARTICLE 5 COLLEGIALITY, OPENNESS AND TRANSPARENCY

5.1 Definition of Collegiality

The Parties acknowledge a definition of collegiality as a standard of behaviour, shared among Faculty, Librarians, and administrators involved in the academic mission of the University, which has three parts. The first is a spirit of collaboration and accommodation in support of a positive working environment and academic programs of high quality. The second is a professional etiquette, in which Members and academic administrators pledge themselves to the value and practice of civility, respect, and tolerance. The third is organizational citizenship, in which the Parties commit themselves to an appropriate balance of their professional self-interest relative to the collective good within their

academic and organizational units, and likewise with regard to the performance, integrity and reputation of the University at large.

5.2 Exercise of Collegiality

The scope of the exercise of collegiality at the University includes, but is not limited to, Academic Council, Curriculum Committee, and the other councils, committees, and task forces in which Members participate. The definition and practice of collegiality is understood to be limited by and will not infringe upon management rights as defined in Article 4, and by the terms of the *Royal Roads University Act*.

5.3 Definition of Openness and Transparency

The Parties acknowledge a definition of openness and transparency as, respectively, the qualities of ethical communication and accountability for statements and decisions made. In support of these definitions, the Parties agree that openness and transparency are essential to the exercise of collegiality and academic freedom.

5.4 Exercise of Openness and Transparency

The financial and other bases for decisions made by the Employer shall be as open as is consistent with the limits of management rights as outlined in Article 4 and the *Royal Roads University Act*, as well as the fiduciary responsibilities of administrators, and the need to protect personal privacy.

ARTICLE 6 MEMBERSHIP AND RECOGNITION

6.1 The Association as Exclusive Bargaining Agent

- a) The Association is the sole official representative and exclusive bargaining agent with regard to terms and conditions of employment for the following employee groups:
 - i) All full-time Faculty who hold probationary, continuing, or limited term appointments;
 - ii) All full-time Librarians who hold probationary, continuing, or limited term appointments;
 - iii) Any full-time Faculty Member or Librarian who moves to a reduced assignment. This clause will not be interpreted to imply or include associate faculty in any way.
- b) No full-time Faculty Member or Librarian is required to join the Association as a condition of employment.

6.2 Status of Members and Persons Outside the Bargaining Unit

- a) Faculty and Librarians who hold senior administrative positions at the level of Associate Dean or above, or of University Librarian, are not represented by the Association under this Agreement during the period that they hold that position. Examples of senior administrative positions include: President; Vice-Presidents; Associate Vice-Presidents;

Deans; Associate Deans; University Librarian; any person appointed to any senior administrative position in an acting capacity.

- b) A Member who is appointed to an excluded position shall, upon termination of that appointment, regain membership in the Association.

6.3 Recognition of the Association President, Members of the Executive, and Other Members Elected or Appointed by the Association

- a) The Employer shall recognize the President of the Association, members of the Executive, the chief negotiator and the bargaining team, the grievance officer, and other Members elected or appointed for particular Association functions, as persons designated for the purpose of relations between the Employer and the Association arising out of this Agreement. The names of those other Members elected or appointed for particular Association functions will be provided to the Employer in advance.
- b) The Employer agrees that service to the Association shall be considered as service to the University. This shall apply to the President of the Association, members of the Executive, the chief negotiator and the bargaining team, and the grievance officer.

6.4 Space and Resources for the Association

- a) The Employer will allow and provide the Association without charge the use of appropriate campus facilities in order to conduct meetings of its membership.
- b) When appropriate space becomes available on campus for a Faculty Association office, the University will discuss its allocation with the Association. Discussion of office space will be a matter of priority at the Joint Committee on the Administration of the Agreement (JCOAA) following the 2010-11 negotiations.

ARTICLE 7 ASSOCIATION DUES AND FEES

7.1 The Association will obtain written authorization from its Members for membership dues, any revised membership dues, or additional fees, levies or assessments, and will submit such written authorizations to the Employer with at least 30 days notice of the deduction effective date. The Employer agrees to administer the Member-authorized deductions via payroll deduction beginning on the first pay date following the deduction effective date.

7.2 A Member who objects to the paying of any fees, dues, or other assessments to the Association in accordance with the provisions of *Section 17, Religious objections*, of the *Labour Relations Code* shall have an amount equal to the fees, dues, or other assessments to the Association remitted by the Employer to a Canadian registered charitable organization of the Member's choice.

7.3 The Employer shall deduct, every pay period, from the salary of each Member, the membership dues and, subject to 7.2, shall forward to the Association the total amount of dues collected that pay period with a corresponding list stating the name, salary, and the Association dues deduction amount for each Member for that pay period. Dues deducted

for the year to date for each Member will be reported to the Association on a quarterly basis.

ARTICLE 8 ASSOCIATION'S RIGHTS TO CALL UPON ASSISTANCE

- 8.1** The Employer recognizes that the Association has the right at any time to call upon the assistance of any party.
- 8.2** The Employer recognizes that the Association has the right to consult with duly authorized representatives of the Canadian Association of University Teachers (CAUT) and the Confederation of University Faculty Associations of BC (CUFA-BC) on the University premises. Such access will be at the Association's discretion.
- 8.3** Should the Association choose to consult with representatives of other organizations on University premises, the Association will notify the Employer through the JCOAA of this consultation in advance.

ARTICLE 9 JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT ("JCOAA")

- 9.1** A joint committee of the Association and the Employer will be established to administer the Agreement. It will consist of two (2) representatives of the Association and two (2) representatives of the Employer.
- 9.2** The terms of this Agreement may not be changed in any way by the JCOAA. The JCOAA advises the Association and the Employer with a view to ensuring that the Agreement is administered cooperatively and with mutual respect. The JCOAA may create Memoranda of Understanding that are intended to operationalize clauses of the Agreement where necessary.
- 9.3** The JCOAA may make a recommendation to the Parties to amend the Agreement, subject to government approval requirements, including with respect to the cost of the Agreement and management rights.
- 9.4** The JCOAA will determine its own procedures, but shall be jointly chaired by a representative of the Association and of the Employer. The joint Chairs will alternately preside over meetings of the JCOAA.

ARTICLE 10 AMENDMENTS

- 10.1** The Parties may amend the Agreement by mutual agreement during the term of the Agreement.

ARTICLE 11 COMPLIANCE WITH EMPLOYMENT LAW

11.1 Members and the University shall abide by all government legislation related to employment rights and responsibilities.

ARTICLE 12 NO STRIKE NO LOCKOUT

12.1 The Parties agree that there shall be no strike or lockout for the term of this Agreement.

ARTICLE 13 ACADEMIC FREEDOM

13.1 Definition of Academic Freedom

Academic freedom includes the right, without restriction by prescribed doctrine, to freedom of teaching and discussion; freedom in carrying out research and disseminating and publishing the results thereof; freedom in producing and performing creative works; freedom to engage in service to the institution and the community; freedom to express freely one's opinion about the University and its administration; freedom to express freely one's opinion about the Association; freedom from institutional censorship; freedom to acquire, preserve, and provide access to documentary material in all formats; and freedom to participate in professional and representative academic bodies.

13.2 Exercise of Academic Freedom

The common good of democratic society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching, the research and scholarship, and the service and academic administration functions of the University.

In support of the legitimate exercise of academic freedom, the Parties commit to the following principles:

- a) the right of Members to the exercise of academic freedom as defined in 13.1;
- b) the right of Members to engage in these activities with the presumption that the legitimate exercise of academic freedom will not be attenuated by the threat of outside influence or by restriction from within the University;
- c) the right of Members to exercise their academic freedom in debates and decisions relevant to their collegial participation at the University, and as this participation is limited by management rights as defined in Article 4, and by the terms of the *Royal Roads University Act*.

ARTICLE 14 CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES

- 14.1** All Members have a right to privacy. This right is supported, in general, by the provisions of the *British Columbia Freedom of Information and Protection of Privacy Act* (FOIPOP) and the *British Columbia Personal Information Protection Act* (PIPA), as they apply to the Employer and to the Association respectively.
- 14.2** The Human Resources Department solely shall keep the official personnel files for each Member, and these files will serve as the official records related to the Member's employment at the University.
- 14.3** Upon written request, a Member shall have the right to examine his official personnel files during normal business hours without unreasonable delay. This examination shall be conducted with a member of the Human Resources Department present. A Member has the right to request and retain copies of information contained in his personnel files.
- 14.4** Only those with administrative access as provided for by FOIPOP shall have access to a Member's official personnel files.
- 14.5** A personnel file may include but is not limited to:
- a) General information such as personal data, letters of appointment, curriculum vitae;
 - b) Documents relating to benefits, leave, pay, professional development, and performance;
 - c) Official documents pertaining to conversion or promotion;
 - d) Confidential letters of recommendation or reference;
 - e) Documents pertaining to grievances.
- 14.6** Except for statistical data, no anonymous material concerning any Member shall be kept in the official personnel files, nor shall be submitted as evidence in any administrative processes. A Member shall receive a copy of any document submitted to his official personnel files at the time it is placed in the file.
- 14.7** A Member shall have the right to have his personnel files supplemented or corrected in the event of error, incompleteness, or a dispute relating to the presence or content of a particular document(s).

ARTICLE 15: CONFLICT OF INTEREST

15.1 Application of this Article

This Article applies to:

- a) 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; and

- c) the use of confidential information acquired by a Member in the course of his 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.

15.2 Scope of Conflict of Interest

- a) An actual or potential conflict of interest arises when a Member is in a situation where his personal, financial or professional interests conflict or appear to conflict with his responsibilities to the University. A Member is also deemed to be in an actual or potential conflict of interest when an immediate family member or a person in a current or recent intimate relationship with the Member has personal, financial, or professional interests that conflict or appear to conflict with the Member's responsibilities to the University.
- b) A conflict of interest does not arise where:
 - i) Members participate in negotiations with regard to salary, benefits or terms of employment on behalf of the Association, themselves or other Members;
 - ii) 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.

15.3 Obligation to Disclose

A Member who becomes aware that he has an actual or potential conflict of interest must disclose such conflict of interest to the next level of authority. Disclosure must take place before the Member participates in any meeting or other process at which the subject matter of the conflict of interest will be considered.

15.4 Allegation of Conflict of Interest

Where any person alleges in a signed statement that a Member's participation in any recommendation or decision or process leading to such a recommendation or decision to which this Agreement applies gives rise to a conflict of interest, the allegation must be reported in writing to the next level of authority, who shall forward a copy of the signed allegation to the person alleged to have a conflict of interest with an invitation to submit a response.

15.5 Determination of Whether a Conflict of Interest Exists

Where an actual or potential conflict of interest has been disclosed or reported to the next level of authority, the latter shall determine whether a conflict of interest exists and an appropriate manner to deal with that conflict of interest.

15.6 Abstention where Conflict of Interest Exists

- a) Where a Member has a conflict of interest, he shall refrain from participating in making any recommendation or decision that directly and preferentially benefits his personal,

financial, or professional interest, or the personal, financial, or professional interest of an immediate family member or of an individual with whom the Member has or has recently had a personal or 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.

- b) Without limiting the generality of the foregoing, unless specifically authorized by the Vice-President (Academic) or designate, after full written disclosure of the conflict, a Member shall 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 Member, or an individual in the Member's immediate family or an individual with whom the Member has or has recently had a personal or intimate relationship, has a material financial interest.

15.7 Conflict of Interest in Student-Member Relationships

- a) A conflict of interest may arise in situations in which there is a reasonable apprehension that a relationship between a Member 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:
 - i) close family relationships such as those between spouses or partners, parents and children, siblings, in-laws, grandparents and grandchildren;
 - ii) amorous relationships;
 - iii) relationships between persons whose economic interest are closely interrelated.
- b) A conflict of interest may arise in any situation where a Member is in a position to make decisions or take actions that affect the student. Such situations include, but are not limited to:
 - i) the decision to admit a student to a program;
 - ii) the provision of instruction;
 - iii) the evaluation of a student;
 - iv) the awarding of prizes, scholarships, financial assistance, and other benefits;
 - v) the awarding of teaching or research assistantships or other remunerative employment, either within the University or using funds administered by the University.
- c) Where a conflict of interest arises, the Member must notify the next level of authority.
- d) The Member should decline or terminate a supervisory, teaching, evaluative or decision-making role in which a conflict of interest arises, unless the next level of authority is of the view that this will create undue hardship to the student.

- e) In situations where the conflict 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 should utilize those alternatives.
- f) Where no reasonable or appropriate alternative exists, the Member shall ensure that a fair and unbiased mechanism of evaluation is put in place. This may require another qualified Member to review all material submitted for evaluation, review the grades assigned, and report whether those grades are reasonable.
- g) Any third party concerned about a student-Member conflict of interest:
 - i) may bring the matter to the attention of the next level of authority;
 - ii) shall be notified of the outcome.
- h) Members shall not accept additional remuneration for tutoring a student enrolled in the University where such tutoring relates to the student's course or program at the University.

ARTICLE 16: REASONABLE APPREHENSION OF BIAS

16.1 Definition of Reasonable Apprehension of Bias

A reasonable apprehension of bias exists when it may be credibly believed that a person making a decision that affects a Member is acting in self-interest or reflects a prejudice that interferes with fair judgment. A determination that there is a reasonable apprehension of bias does not mean that the person is in fact biased.

16.2 Determination of Whether a Reasonable Apprehension of Bias Exists

- a) A Member who is concerned that a decision or decision-making process is biased against him may request, in writing, that the next level of authority determine whether the Member's apprehension of bias is reasonable.
- b) Where the next level of authority receives a written request for a determination of whether there is a reasonable apprehension of bias, the next level of authority shall forward a copy of the request to the person about whom the apprehension exists and invite that person to submit a response.
- c) The next level of authority will determine whether a reasonable apprehension of bias exists as defined by this Article. All parties involved will be informed in writing by the next level of authority of the outcome.

16.3 Abstention

Where a reasonable apprehension of bias exists, the person about whom the complaint is made shall refrain from making any recommendation or decision, or participating in processes leading to a recommendation or decision. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the conflict will be discussed.

ARTICLE 17 FACULTY APPOINTMENTS

17.1 The rights, duties, and responsibilities of a Faculty Member shall include an appropriate and reasonable combination of some or all of: teaching, research and scholarship, and service and academic administration.

17.2 The Employer will reasonably support a variety of career paths for Faculty Members, balancing Members' strengths and aspirations with the needs of the University. Each career path must leave open the possibility of promotion to the highest academic rank. Demonstrated excellence in teaching is valued equally with excellence in research and scholarship.

17.3 University Faculty appointments will fall into one of the following categories:

- a) Professor
- b) Associate Professor
- c) Assistant Professor
- d) Instructor

17.4 Descriptions

The following descriptions of academic ranks are offered to serve Members for the purposes of their appointment and promotion, as well as to provide a description of the level of achievement typical of a given rank.

a) **Professor:**

Promotion to the rank of Professor requires that an individual will have demonstrated sustained excellence in all of the following three areas: teaching, research and scholarship, and service and academic administration, which may include service in the University and/or external organizations associated with academic fields and/or professional practices. These achievements are sufficient that individuals promoted to a full professorship will have a distinguished reputation in their academic and/or professional field. Individuals at this level, moreover, have achievements that have earned them the position of academic leaders at Royal Roads, and have contributed substantially and over a sustained period of time to the academic and professional mission of the University.

A person appointed to the Professor rank will normally hold a doctoral degree or equivalent. Professional qualifications or designations in fields where doctorates are not normally available, or instances where the candidate has accumulated experience judged to be particularly relevant and valuable to a field, may be regarded as equivalent to the doctorate.

Promotion to the rank of Professor is not automatic or based on years of service and it is expected that some persons will not attain this rank.

b) **Associate Professor:**

Promotion to the rank of Associate Professor requires that an individual will have demonstrated significant achievement on a sustained basis in two of the following three areas: teaching, research and scholarship, and service and academic administration, which may include service in the University and/or external organizations associated with academic fields and/or professional practices. Demonstrated excellence in teaching is a requirement.

A person appointed to the Associate Professor rank will normally hold a doctoral degree or equivalent. Professional qualifications or designations in fields where doctorates are not normally available, or instances where the candidate has accumulated experience judged to be particularly relevant and valuable to a field, may be regarded as equivalent to the doctorate.

c) **Assistant Professor:**

Appointment to the rank of Assistant Professor normally requires that an individual will have demonstrated achievement or the promise of achievement in all of the following three areas: teaching, research and scholarship, and service and academic administration in the University and/or external organizations associated either with academic fields or professional practices.

A person appointed to the Assistant Professor rank will normally hold a doctoral degree or equivalent, or be in the process of completing a doctorate. Professional qualifications or designations in fields where doctorates are not normally available, or instances where the candidate has accumulated experience judged to be particularly relevant and valuable to a field, may be regarded as equivalent to the doctorate.

d) **Instructor:**

An Instructor demonstrates the ability to teach university students effectively, and shows achievement in an applied or professional field. An Instructor normally holds a master's degree or equivalent professional accreditation, or professional practice deemed the equivalent of a master's degree.

ARTICLE 18 TERMS OF FACULTY APPOINTMENT

18.1 There are three types of full-time academic appointments:

- a) Probationary: an appointment that may or may not lead to a continuing appointment (as in 18.1.b).
- b) Continuing: an appointment without term.
- c) Limited term appointments: a full-time appointment with a defined and limited term with no expectation of conversion to a continuing appointment.

18.2 Initial probationary appointments shall normally be for a period of five (5) years. Based on the process outlined in Article 18.3, and the needs of the University's market, subsequent contracts will normally be awarded with continuing status.

- a) The University may end any probationary appointment at any time during the probationary period. A rejection or ending of probationary appointment during the term of the probationary appointment shall not be considered a dismissal for the purpose of Article 34.
- b) Where a Faculty Member feels he has been aggrieved by the decision of the University to reject or end the probationary appointment, the Faculty Member may appeal the decision through the grievance procedure in Article 35 of this Agreement.

18.3 Conversion from Probationary to Continuing Appointment

- a) A Faculty Member who holds a probationary appointment shall have the right to apply for a continuing appointment within eighteen (18) months prior to the end of his probationary appointment or at an earlier time in exceptional circumstances with the approval of the Vice-President (Academic).
- b) An application for continuing appointment shall be made in writing addressed to the Faculty Member's Dean, with a copy to the School Director or equivalent, no later than nine (9) months prior to the end of the Faculty Member's probationary appointment. Before making this application the Faculty Member shall first consult with his School Director or equivalent.
- c) The Faculty Member's application for continuing appointment must include a written statement and a dossier of supportive evidence of the Faculty Member's academic performance in the areas of teaching, research, and service, as is applicable to the Faculty Member's workplan for the period being assessed.
- d) At the time of application, the Faculty Member will provide the Dean with a list containing the names of four rank-ordered referees (i.e., Professor, Associate Professor or equivalent), at least three of whom must be external to RRU and all of whom must be recognized experts in the applicant's field of study, in order to qualify to serve as independent referees. Curriculum Vitae for each proposed referee must be attached. The Dean will obtain references from three referees agreed to by the Faculty Member, at least one of whom will be from the list provided by the Faculty Member. The referees will be contacted by the Dean to provide a written confidential assessment of the Faculty Member's qualifications and suitability for a continuing appointment at the University. Copies of these referees' letters will be provided to the applicant with all identification markers removed.
- e) Within three (3) weeks of being notified by a Faculty Member of his intention to apply for continuing appointment, the School Director or equivalent of the Faculty Member's School will solicit the opinions of Faculty in the Faculty Member's program areas as to the applicant's academic qualifications and suitability for a continuing appointment within that program. The results of this solicitation will be provided to the Dean by the Director (or equivalent) in a written statement along with supporting documentation. A copy of this statement, with names deleted to preserve confidentiality, will be provided

to the Faculty Member. In addition, the Faculty Member must submit workplans and performance evaluations to the Dean for those years the applicant worked at the University.

- f) Upon receipt of a completed application and no later than eight (8) months prior to the end of the applicant's probationary appointment, the Dean will convene an Advisory Committee to consider the application. This Committee will consist of three Members, two selected by the Dean, and one elected by and from the Faculty of the candidate, as arranged by the Dean.
- g) The Advisory Committee will consider the following information in its deliberations:
 - i) the Faculty Member's application letter and dossier;
 - ii) the Director's (or equivalent's) statement and supporting documentation;
 - iii) the Faculty Member's workplans and performance reviews while at the University;
 - iv) letters from the external referees; and
 - v) the immediate and projected viability of the applicant's program.
- h) The Faculty Member will have the right to appear before the Advisory Committee to discuss his application and information brought to the Advisory Committee's attention. The Advisory Committee may also request the Faculty Member to appear before it for the same purposes. The Faculty Member may or may not accept the Advisory Committee's invitation.
- i) The Advisory Committee's deliberation will result in one of two possible courses of action being recommended to the Dean:
 - i) the awarding of a continuing appointment to the Faculty Member;
 - ii) the probationary appointment is not converted to a continuing appointment, in which case the Faculty Member's employment at the University will cease at the end of the probationary appointment period.
- j) The Dean will forward the Advisory Committee's recommendation to the Vice President (Academic) with a recommendation that the decision be either supported or rejected. The Vice-President (Academic) will forward a recommendation to the President, who will decide to accept or reject the recommendation.
- k) In the event that a probationary appointment is not converted to a continuing appointment by the President, the Faculty Member must receive notice from the University no later than six (6) months prior to the end of his probationary appointment. The Faculty Member will have the right to file a grievance concerning the decision not to extend or convert his probationary appointment to a continuing contract under the terms of Article 35.

- l) In a case where a probationary appointment is not converted, the Faculty Member will be expected to fulfill the responsibilities of his position or of another position within the University mutually agreed upon by the Faculty Member and the University. Should the Faculty Member, in the opinion of the University, not perform his duties in a responsible manner during the remainder of the term of the probationary appointment, such non-performance may be considered grounds for earlier dismissal with cause.
- m) In a case where a probationary appointment is not converted, the University will undertake to help the Faculty Member in his transition by supporting outplacement services, agreeing to prospect search and interview time requests, and providing references.

18.4 Limited Term Appointments

- a) The University and the Association recognize that it is in the interest of the University to appoint a person at any of the ranks where a person's skill and experience are required only for a limited period of time.
- b) A limited term appointment may be made at any rank:
 - i) to replace a person who is on leave or who has been appointed to an administrative position at the University; or
 - ii) for a term not exceeding five (5) years; or
 - iii) when the funds from which the holder of the appointment will be paid are non-recurring and from sources external to the University.

ARTICLE 19 FACULTY MEMBERS' PROMOTION

19.1 Promotion from one Faculty rank to another shall be based upon a Faculty Member's contribution over a period of time to his discipline or academic field of study, or a contribution to a professional field of practice, program/School/Faculty, and to the University/community, taking into account the criteria and weightings established pursuant to 19.2 and existing rank.

19.2 Factors to be used in assessing the suitability of a Faculty Member for promotion normally shall include, but are not limited to:

- a) **Teaching:** Factors that will be considered include, but are not limited to: course work and directly related activities; supervision of the work of undergraduate and graduate students; participation in seminars and colloquia; development of innovative methods in teaching; and other contributions to the teaching activities of the University. The written opinions of learners and/or fellow Faculty Members shall be sought.
- b) **Research:** Factors that will be considered include but are not limited to: research productions in academic or professional communities; the publication of books, monographs, and contributions to edited books; papers in refereed, peer reviewed and non-refereed journals; scholarly papers delivered at professional and academic meetings and academic conferences; participation in panels, editorial and refereeing

duties; research conducted in the context of professional practice, including consulting and community activities. The quality and originality of work shall be evaluated.

- c) **Service:** Service includes internal and external activities related to the research and teaching functions of the University. Factors that will be considered include but are not limited to: participation in University, Faculty and School committees; and work done for the Faculty Association and recognized under Article 6.3 (Membership and Recognition); service in professional organizations; general administrative duties; new course/program development; community service where the individual has made an essentially non-remunerative contribution by virtue of special academic competence.

19.3 Promotions Committee: There will be one Promotions Committee for the University established annually, made up of five (5) Faculty Members, all of whom will be from the Professor or Associate Professor rank. Three Members will be selected by the Deans, for one (1) or more years. One member shall be elected by the Faculty Members of the two constituent Faculties with staggered two-year terms. The Committee will name one of these five persons as Chair.

19.4 Promotions Procedures: An application for promotion must be made in writing addressed to the Faculty Member's Dean, with a copy to the School Director (or equivalent), no later than September 30th of any year. Before making this application, the Faculty Member shall first consult with his Director or equivalent.

- a) The Faculty Member's application for promotion must include a written statement and a dossier of supporting evidence of the applicant's academic performance in the areas of teaching, research, and service. The Faculty Member shall supply the Promotions Committee with whatever material and information he or the Promotions Committee deems necessary to support his application for promotion.
- b) At the time of application, the Faculty Member will provide the Dean with a list containing the names of four rank-ordered referees (i.e., Professor, Associate Professor or equivalent), at least three of whom must be external to RRU and all of whom must be recognized experts in the applicant's field of study, in order to qualify to serve as independent referees. Curriculum Vitae for each proposed referee must be attached. The Dean will obtain references from three referees agreed to by the Faculty Member, at least one of whom will be from the list provided by the Faculty Member. The referees will be contacted by the Dean to provide a written confidential assessment of the Faculty Member's qualifications and suitability for promotion at the University. Copies of these referees' letters will be provided to the applicant with all identification markers removed.
- c) Within three (3) weeks of being notified by a Faculty Member of his intention to apply for a promotion, the School Director (or equivalent) of the Faculty Member's School will solicit the opinions of Faculty in the Faculty Member's program areas as to the applicant's academic qualifications and suitability within that program. The results of this solicitation will be provided to the Dean by the Director (or equivalent) in a written statement along with supporting documentation. A copy of this statement, with names deleted to preserve confidentiality, will be provided to the Faculty Member. In addition, the Faculty Member must submit work plans and performance evaluations to the Dean for those years the applicant worked at the University.

- d) The Promotions Committee will consider the following information and evidence in its deliberations:
 - i) the applicant's letter of application and dossier;
 - ii) the Director's (or equivalent's) statement and supporting documentation;
 - iii) the applicant's workplans and performance reviews while at the University;
 - iv) letters from the external referees.
- 19.5** The applicant being considered for promotion shall have an opportunity to meet at least once with the Promotions Committee. The Promotions Committee may also request the applicant to appear before it, giving the applicant at least seven (7) days' advance notice. The applicant may or may not accept the Promotions Committee's invitation.
- 19.6** The Promotions Committee shall evaluate the application and supporting evidence and shall make its recommendation to the Dean and inform the Faculty Member of its recommendation. The recommendation of the Dean shall be transmitted in writing to the Faculty Member and to the Vice-President (Academic). If the Dean cannot make a positive recommendation as a result of the Promotions Committee's deliberations, he shall so inform the Faculty Member of the area(s) of concern.
- 19.7** The Vice-President (Academic) shall either accept or overturn the recommendation of the Dean and shall transmit his written recommendation, together with reasons to the Faculty Member, the Dean, and President.
- 19.8** If the Vice-President (Academic) recommends to the President a denial of promotion, the Faculty Member has thirty (30) days to provide a written statement to the President specifying irregularities or defects in the process that are sufficient to cause the President to overturn the Vice-President (Academic)'s recommendation.
- 19.9** The President may overturn the Vice-President (Academic)'s recommendation, confirm the Vice-President (Academic)'s recommendation, or refer the file back for reconsideration by the succeeding year's Promotions Committee. The President shall transmit his decision in writing, together with reasons to the Faculty Member, the Dean, and Vice-President (Academic).
- 19.10** A Faculty Member receiving a promotion in rank shall receive either the new floor for the rank assigned, or an increase of 1.8% on the salary paid to the Faculty Member prior to the promotion, whichever is greater. The increase in salary will be applied to the Faculty Member's base salary on April 1 of the year following the application and before any other salary increases are applied.
- 19.11** This Article takes effect on September 1, 2007.

ARTICLE 20 LIBRARIAN APPOINTMENTS

- 20.1** At the University, Librarians are defined by excellence and achievement in a combination of three areas: librarianship, research and scholarship, and service.

20.2 The rights, duties, and responsibilities of a Librarian Member shall consist primarily of the professional duties of librarianship, as well as an appropriate and reasonable combination of research and scholarship, and service.

20.3 Librarian appointments will fall into one of the following categories:

- a) Librarian III
- b) Librarian II
- c) Librarian I

20.4 Definitions

a) **Librarian III:**

A Librarian III has a demonstrable and extensive record of consistent, successful performance and substantial professional achievements as a Librarian II or equivalent. There should be clear evidence of a significant and sustained contribution over time in a combination of librarianship, research and scholarship, and service to the University and/or external professional bodies. These achievements identify individuals who have made significant contributions to librarianship and whose expertise is recognized outside the University. Individuals at this level are capable of substantially contributing to the academic and professional mission of the University as a whole.

b) **Librarian II:**

A Librarian II demonstrates significant achievement on a sustained basis in: librarianship, including evidence of sound independent judgment, an understanding of, and commitment to, teaching and learning, creativity and demonstrated ability in his areas of expertise, specialization, and/or administrative capacity; and a combination of research and scholarship and service to the University and/or external professional bodies. There should be clear evidence of commitment to continuing professional development.

c) **Librarian I:**

A Librarian I holds a Master's degree in Library and Information Science or equivalent, and demonstrates achievement or the promise of achievement in librarianship and a combination of research and scholarship and service to the University and/or external professional bodies. There should be well-developed interpersonal skills, strong information technology skills, and clear promise of continuing professional development.

ARTICLE 21 TERMS OF LIBRARIAN APPOINTMENT

21.1 There are three types of full-time Librarian appointments:

- a) Probationary: an appointment that may or may not lead to a continuing appointment (as in 21.1.b).
- b) Continuing: an appointment without term.

- c) Limited term appointments: a full-time appointment with a defined and limited term, with no expectation of conversion to a continuing appointment.

21.2 Initial probationary appointments shall normally be for a period of three (3) years. Based on the process outlined in Article 21.3, and the needs of the University's market, subsequent contracts will normally be awarded with continuing status.

- a) The University may end any probationary appointment at any time during the probationary period. A rejection or ending of probationary appointment during the term of the probationary appointment shall not be considered a dismissal for the purpose of Article 34.
- b) Where a Member feels he has been aggrieved by the decision of the University to reject or end the probationary appointment, the Member may appeal the decision through the grievance procedure in Article 35 of this Agreement.

21.3 Conversion from Probationary to Continuing Appointment

- a) A Member who holds a probationary appointment shall have the right to apply for a continuing appointment within twelve (12) months, but no later than nine (9) months, prior to the end of his probationary appointment, or at an earlier time in exceptional circumstances with the approval of the Vice-President (Academic). Before making this application the Member shall first consult with the University Librarian.
- b) The Member's application for continuing appointment must include a written statement and a dossier of supportive evidence of the Member's performance in the areas of librarianship as outlined in Article 23 (Members' Rights, Duties and Responsibilities), research and scholarship, and service, as is applicable to the Member's workplan for the period being assessed.
- c) At the time of application, the Member will provide the University Librarian with a list containing the names of three (3) referees, at least two (2) of whom must be external to the University and all of whom must be professional librarians in order to qualify to serve as independent referees. Curriculum Vitae for each proposed referee must be attached. The University Librarian will obtain references from two (2) referees agreed to by the Member, at least one of which will be from the list provided by the Member. The referees will be contacted by the University Librarian to provide a written confidential assessment of the Member's qualifications and suitability for a continuing appointment at the University. Copies of these referees' letters will be provided to the applicant with all identification markers removed.
- d) Within three (3) weeks of being notified by a Member of his intention to apply for continuing appointment, the University Librarian will solicit the opinions of Members in the Library as to the applicant's qualifications and suitability for a continuing appointment. The results of this solicitation will be provided in a written statement along with supporting documentation, with names deleted to preserve confidentiality, to the Member. In addition, the Member must submit workplans and performance evaluations to the University Librarian for those years the applicant worked at the University.

- e) Upon receipt of a completed application and no later than eight (8) months prior to the end of the applicant's probationary appointment, the University Librarian will convene an Advisory Committee to consider the application. This Committee will consist of three members: two selected by the University Librarian, one of whom must be a professional librarian; and one elected by and from the Members in the Library, as arranged by the University Librarian.

If the number of persons at the University able to serve as members on the Committee is, in the opinion of the University Librarian, insufficient to form such a committee, one member external to the University, who shall be a professional librarian, may serve as a member.

All Librarian Members of the Committee will be of a rank or position senior enough to appropriately assess the candidate's suitability for a continuing appointment.

- f) The Advisory Committee will consider the following information in its deliberations:
- i) the Member's application letter and dossier;
 - ii) the University Librarian's statement and supporting documentation;
 - iii) the Member's workplans and performance reviews while at the University;
 - iv) letters from the External Referees.
- g) The Member will have the right to appear before the Advisory Committee to discuss his application and information brought to the Advisory Committee's attention. The Advisory Committee may also request the Member to appear before it for the same purposes. The Member may or may not accept the Advisory Committee's invitation.
- h) The Advisory Committee's deliberation will result in one of two possible courses of action being recommended to the University Librarian:
- i) the awarding of a continuing appointment to the Member; or
 - ii) the probationary appointment is not converted to a continuing appointment, in which case the Member's employment at the University will cease at the end of the probationary appointment period.
- i) The University Librarian will forward the Advisory Committee's recommendation to the Vice President (Academic) with a recommendation that the decision be either supported or rejected. The Vice-President (Academic) will forward a recommendation to the President, who will decide to accept or reject the recommendation.
- j) In the event that a probationary appointment is not converted to a continuing appointment by the President, the Member must receive notice from the University no later than six (6) months prior to the end of his probationary appointment. The Member will have the right to file a grievance concerning the decision not to extend or convert his probationary appointment to a continuing appointment under the terms of Article 35.

- k) In a case where a probationary appointment is not converted, the Member will be expected to fulfill the responsibilities of his position or of another position within the University mutually agreed upon by the Member and the University. Should the Member, in the opinion of the University, not perform his duties in a responsible manner during the remainder of the term of the probationary appointment, such non-performance may be considered grounds for earlier dismissal with cause.
- l) In a case where a probationary appointment is not converted, the University will undertake to help the Member in his transition by supporting outplacement services, agreeing to prospect search and interview time requests, and providing references.

21.4 Limited Term Librarian Appointments

- a) The University and the Association recognize that it is in the interest of the University to appoint a person at any of the Librarian ranks where a person's skill and experience are required only for a limited period of time.
- b) A limited term appointment may be made at any rank:
 - i) to replace a person who is on leave or who has been appointed to an administrative position at the University; or
 - ii) for a term not exceeding five (5) years, or
 - iii) when the funds from which the holder of the appointment will be paid are non-recurring and from sources external to the University.

ARTICLE 22 LIBRARIAN PROMOTION

22.1 Promotion from one Librarian rank to another shall be based upon a Member's contribution over a period of time to his profession, to the Library, and to the University/community, taking into account the criteria and weightings established pursuant to 22.2 and existing rank.

22.2 Factors to be used in assessing the suitability of a Member for promotion normally shall include, but are not limited to:

- a) Librarianship: Factors that will be considered include, but are not limited to, professional duties and directly related activities of librarianship as outlined in Article 23.3 (Members' Rights, Duties and Responsibilities). Consideration will be given to administrative responsibilities, such as coordinating a service or department in the Library, and creating Library policy and procedures, as well as to the development of innovative methods in librarianship and other contributions to the academic activities of the University. The written opinions of students and/or fellow Members shall be sought.
- b) Research and scholarship: as per Article 23.4 (Members' Rights, Duties and Responsibilities).

c) Service: as per Article 23.5 (Members' Rights, Duties and Responsibilities).

22.3 Promotions Committee:

There will be a Librarians Promotions Committee for the University established on a per-need basis. This Committee will consist of three (3) members: two selected by the University Librarian, one of whom must be a professional librarian; and one elected by and from the Members in the Library, as arranged by the University Librarian.

The Committee will name one of these three persons as Chair.

If the number of persons at the University able to serve as members on the Committee is, in the opinion of the University Librarian, insufficient to form such a committee, one (1) member external to the University, who shall be a professional librarian, may be selected by the University Librarian to serve as a member.

All librarian members of the Committee will be of a rank or position senior enough to appropriately assess the candidate's suitability for a promotion.

Promotions Procedures:

An application for promotion must be made in writing, addressed to University Librarian, no later than September 30th of any year. Before making this application, the Member shall first consult with the University Librarian.

- a) The Member's application for promotion must include a written statement and a dossier of supporting evidence of the applicant's performance in the areas of librarianship, research and scholarship, and service. The Member shall supply the Promotions Committee with whatever material and information he or she deems necessary to support his application for promotion.
- b) At the time of application, the Member will provide the University Librarian with a list containing the names of three referees, at least two of whom must be external to the University and all of whom must be professional librarians in order to qualify to serve as independent referees. Curriculum Vitae for each proposed referee must be attached. The University Librarian will obtain references from two referees, agreed to by the Member, at least one of whom will be from the list provided by the Member. The referees will be contacted by the University Librarian to provide a written confidential assessment of the Member's qualifications and suitability for a promotion at the University. Copies of these referees' letters will be provided to the applicant with all identification markers removed.
- c) Within three (3) weeks of being notified by a Member of his intention to apply for a promotion, the University Librarian will solicit the opinions of Members in the Library as to the applicant's qualifications and suitability for a promotion. The results of this solicitation will be provided in a written statement along with supporting documentation, with names deleted to preserve confidentiality, to the Member. In addition, the Member must submit workplans and performance evaluations to the University Librarian for those years the applicant worked at the University.

- d) The Promotions Committee will consider the following information and evidence in its deliberations:
 - i) the Member's application letter and dossier;
 - ii) the University Librarian's statement and supporting documentation;
 - iii) the Member's workplans and performance reviews while at the University; and
 - iv) letters from the external referees.

22.4 The applicant being considered for promotion shall have an opportunity to meet at least once with the Promotions Committee. The Promotions Committee may also request the applicant to appear before it, giving the applicant at least seven (7) days' advance notice. The applicant may or may not accept the Promotions Committee's invitation.

22.5 The Promotions Committee shall evaluate the application and supporting evidence and shall make its recommendation to the University Librarian and inform the Member of its recommendation. The recommendation of the University Librarian shall be transmitted in writing to the Member and to the Vice-President (Academic). If the University Librarian cannot make a positive recommendation as a result of the Promotions Committee's deliberations, he shall so inform the Member of the area(s) of concern.

22.6 The Vice-President (Academic) shall either accept or overturn the recommendation of the University Librarian and shall transmit his written recommendation, together with reasons, to the Member, the University Librarian, and the President.

22.7 If the Vice-President (Academic) recommends to the President a denial of promotion, the Member has thirty (30) days to provide a written statement to the President specifying irregularities or defects in the process that are sufficient to cause the President to overturn the Vice-President (Academic)'s recommendation.

22.8 The President may overturn the Vice-President (Academic)'s recommendation, confirm the recommendation, or refer the file back for reconsideration in a succeeding year by another Promotions Committee. The President shall transmit his decision in writing, together with reasons, to the Member, the University Librarian, and the Vice-President (Academic).

ARTICLE 23 MEMBERS' RIGHTS, DUTIES AND RESPONSIBILITIES

23.1 General Principles

- a) The University is a collegial learning community and depends on the consistent on-campus and online engagement of Members. Each Member has a right, a duty, and a responsibility to engage in this community.
- b) The rights, duties, and responsibilities of a Member shall include and vary within an appropriate and reasonable combination of some or all of: teaching; librarianship; research and scholarship; and service and academic administration.

- c) The authority to make assignments ultimately rests with the Vice-President (Academic) or designate, in consultation with the Member and his Director or equivalent.
- d) In joining the University, each Member accepts an implicit commitment to develop professionally and support the goals of the University. In turn, the Employer acknowledges that it is committed to the intellectual, career, and professional growth of its employees. The Employer will therefore reasonably support a variety of career paths for Members.
- e) Each career path chosen by Members must leave open the possibility of promotion to the highest academic rank.

23.2 Teaching

Teaching is an essential part of the professional lives of Royal Roads Faculty, and a distinctive feature of the University's identity as a place of innovation in higher education. Faculty Members have a professional duty to develop and maintain their scholarly competence and effectiveness as teachers.

All teaching can be divided into two parts:

a) Face-to-face and online classroom teaching

Face-to-face and online classroom teaching is education in a formal in-person class or online learning environment (including team teaching), and is typically organized within a residency or term structure. It involves the preparation, design and delivery of learning activities and assessment strategies.

Face-to-face and online classroom teaching includes, but is not limited to, activities such as course design and content creation, collaboration with instructional design staff, the delivery of subject matter, leading and participating in class discussion and other collaborative learning practices, ongoing course maintenance and revision, and the evaluation of student work.

b) One-to-one teaching, coaching, and supervision

One-to-one teaching, coaching, and supervision are forms of teaching that occur outside the formal classroom, laboratory, and online environment. Such teaching includes, but is not limited to, supervision of students' major projects and theses, participation on graduate student committees as a member, oversight of ethical reviews, and academic and career counseling with students.

23.3 Librarianship

Librarians provide a diversity of resources and services essential to the University. Librarian Members have a right and a responsibility to exercise judgment in carrying out their duties. The professional practice of Librarians includes:

- a) Providing reference services;
- b) Teaching information literacy;

- c) Evaluating, selecting, acquiring, and organizing collections;
- d) Providing access to and disseminating information;
- e) Administrative responsibilities such as coordinating a service or department within the Library;
- f) Creating Library policies and procedures; and
- g) Developing professional knowledge and maintaining currency through continuing education and research.

23.4 Research and Scholarship

- a) Research and scholarship means the creation, discovery, integration, synthesis, interpretation, dissemination, and/or application of knowledge related to one's academic discipline and/or profession, as well as applying for grants and contracts. Research and scholarship contribute to professional fulfillment and intellectual vitality at the institution. Members' research activities should serve teaching excellence, support the University's programs and research priorities, and enhance its reputation for academic quality.
- b) It is the right and duty of Members to make the results of their research and scholarship available. This may take the form of peer-reviewed publication through invited or refereed journal publication, invited or refereed papers or conference presentations, workshops, invited or reviewed performances or exhibitions, published books, patents, and products. The Parties also affirm that the University, as a place for applied research, will acknowledge and support non-peer reviewed publication for professional audiences and the public at large.

23.5 Service and Academic Administration

Service involves professional activity in support of the academic mission, the University at large, the community, and scholarly enterprise. Service also includes academic administration. Such service includes, but is not limited to, activity in the following five areas:

a) Service to the Academic Mission

The design and delivery of programs, residencies, and alternative learning experiences are indispensable features of the University's educational model. Service in this form involves, but is not limited to, the creation, revision, and evaluation of programs, as well as alternative learning experiences such as service learning and internships, case competitions, the organization of guest speaker events and symposia, and projects bridging the classroom and the community.

b) Service to the University

- i) Participation in School, Faculty, and institutional governance at the University, and through active membership on Academic Council, the Board of Governors, as well as other councils, committees and special task forces.

- ii) Participation in administrative services, such as program marketing; communication with prospective and current students and alumni; writing reference letters; career counseling; admissions assistance; fundraising; evaluation of applications; working with and supervising associate faculty.
- iii) Work done for the Faculty Association and recognized under Article 6.3; and participation in the Confederation of University Faculty Associations of British Columbia (CUFA-BC) and the Canadian Association of University Teachers (CAUT), among other recognized bodies relating to higher education in Canada and elsewhere.

c) Service to the Community

Members are encouraged to make their research findings and professional expertise available to the wider community. This may include expert commentary for media; work on behalf of government, business, and civil society organizations; and other activity considered of benefit to the community.

d) Service to Scholarly Enterprise

Members have the right and duty to engage in service to their profession through official roles with scholarly and professional organizations, academic journals and professional periodicals, and participation in other professional activities.

e) Academic Administration

- i) Both Parties recognize the substantial nature of formal Member contributions to the administration of academic units and to the overall maintenance and performance of the University. Contributions of this kind include, but are not limited to, such roles as Centre and School Directors, Intellectual Leads and Program Heads.
- ii) The functions Members perform in these formal administrative roles include, but are not limited to, the recruitment, selection, and management of associate faculty, management of non-academic staff, budget management, curriculum development, and residency planning, among others.

ARTICLE 24 WORKLOAD

24.1 Statement of Principle Regarding Workload at the University

- a) The Parties recognize, in considering the University's continuous school year, its blend of distributed and face-to-face instruction, and its service and administrative obligations, that a distinctive approach to workload planning is beneficial to students, Members and the University.
- b) This Article will be interpreted and applied in reference to the descriptions of Faculty and Librarian Members' work, namely teaching, research and scholarship, librarianship, service and academic administration, outlined in Article 23 (Members' Rights, Duties and Responsibilities).

24.2 Responsibility for Determining Workload

The Dean will have responsibility for approving Faculty Members' workload and ensuring the equitable distribution of workload in a School in consultation with Faculty. The University Librarian will have responsibility for approving workload and ensuring the equitable distribution of workload in the Library in consultation with Librarians.

24.3 Collegiality, Equity and Accountability in Workload Distribution

- a) The workload planning process outlined here is one that is collegial and collaborative in nature. Workload discussions will be done collectively and openly.
- b) The following conditions will be considered in determining the scheduling and distribution of workload for all Members:
 - i) the Member's workplan in the context of the University's needs for teaching, research and scholarship, librarianship, and service and academic administration;
 - ii) the Member's career stage and realization of the previous year's workplan;
 - iii) the Member's area of expertise;
 - iv) the nature of the Member's teaching, research and scholarship, librarianship, and service and academic administration;
 - v) any documented personal circumstances that may affect scheduling;
 - vi) the Member's requirements to have scheduled periods of time free of teaching, librarianship, and service and academic administration each year for the purposes of research and scholarship.

WORKLOAD FOR FACULTY

24.4 Workload for Faculty

Work for Faculty is defined by a minimum of 45 workload units per fiscal year that reflect, in varying proportion, teaching, research and scholarship, and service and academic administration as outlined in Article 23 (Members' Rights, Duties and Responsibilities).

24.5 Workload Calculation

- a) A Member's workload will be calculated by using the number of working weeks in a fiscal year. The weeks-of-work formula is based on the following calculation.

A Member works a minimum 45 five-day weeks per year. The remaining weeks are taken as vacation and statutory entitlements. Any unassigned days will be part of the Member's workload. For the purpose of simplifying workload calculation, these 45 working weeks will

be understood as representing 45 workload units. One (1) working week will be defined as one (1) workload unit.

Assuming an average working ratio of 40% of a Member's time spent teaching, 40% in research and scholarship, and 20% in service (40-40-20), these percentages convert into the following real-time values:

- teaching for 18 weeks
- research and scholarship for 18 weeks
 - service for 9 weeks
- = Total 45 working weeks

Note that all weeks indicated above are five (5)-day weeks.

Assuming a standard teaching workload of 16 credit hours, it is understood that a credit hour (1.0) is equal to 1.125 units.

- b) The annual workload distributions described in 24.6 will use this basic metric (18+18+9=45 workload units) as the point of departure for calculation. This will be the norm against which other annual workload distributions, varying from the standard model, will be calculated.

24.6 Faculty Annual Workload Distributions

The tables below outline the different workload distributions available to Members for a given fiscal year, and the ratio of workload units that characterizes each of the distributions. These tables, which outline typical workload distribution ratios, are to be used as guidelines.

The workload distribution categories and related workload unit ratios below are typical of Members' work. They are not intended prescriptively, and some flexibility may be expected in their application to a Member's work.

a) The Standard Distribution

The model of workload units for the standard distribution, based on a 40-40-20 ratio, is as follows:

Teaching	Research and Scholarship	Service and Academic Administration	TOTAL
18 units	18 units	9 units	Minimum 45 units

b) The Teaching and Service Distribution

The teaching and service distribution is the annual workload option for Faculty who wish to place emphasis on their teaching and service in a given academic year.

The model of workload units for the teaching and service distribution is as follows:

Teaching	Research and Scholarship	Service and Academic Administration	TOTAL
Minimum 21 units	Minimum 6 units	Maximum 10 units	Minimum 45 units

c) The Research and Scholarship Distribution

The research and scholarship distribution is the annual workload option for Faculty who wish to place emphasis on research and scholarship in a given fiscal year.

The model of workload units for the research and scholarship distribution is as follows:

Teaching	Research and Scholarship	Service and Academic Administration	TOTAL
Minimum 9 units	Minimum 21 units	Maximum 10 units	Minimum 45 units

d) The Academic Administration Distribution

The academic administration distribution is the workload option for School Directors and Program Heads, and may also apply to Intellectual Leads.

Teaching	Research and Scholarship	Service and Academic Administration	TOTAL
Minimum 7 units	Minimum 5 units	Maximum 33 units	Minimum 45 units

e) Special Cases

It is recognized that there will be cases where Members, due to the nature of their appointment or other exceptional arrangements, will not conform to the workload distributions indicated in 24.6 a-d. Such special cases include, but are not limited to, Directors in research centres at the University and holders of Canada Research Chairs or other research grants that buy out a Member's time. The Member will retain special case status for as long as he occupies the relevant role.

Where Members who qualify as special cases are located in a School, they will neither be included nor be counted when consideration is given to the restrictions on the allocation of the research and scholarship distribution indicated in 24.7.a.iv, or the restrictions in the use of banked teaching overload workload units indicated in 24.8 b-d. Special cases are considered a neutral factor in such calculations, and thereby will not reduce the number of Members able to take the research and scholarship distribution or use banked teaching overload workload units.

Special case status requires the Dean's approval, and will be noted in the Member's Performance and Development Planning Form (PDP).

24.7 Steps Involved in the Faculty Workload Planning Process

The annual workload planning process will normally proceed using the steps described below.

a) Annual Workload Process

- i) Normally, the work planning process will begin in early November. Members in each School will meet to discuss workload for the coming fiscal year.
- ii) Each Member will indicate a preferred workload distribution.
- iii) The choice of distribution applies only to the coming year, though respecting the fact that administrative roles are typically multi-year commitments.
- iv) In any given unit, normally no more than two (2) Members in larger units with five or more Faculty, and no more than one (1) Member in smaller units with four or fewer Faculty, will be permitted to choose the research and scholarship workload distribution in a given year.
- v) Each School is responsible for meeting its respective workload allocations based on an annual minimum of 45 workload units per Member. The cumulative amount of workload units allocated to the Members in a School will normally convert to a distributed ratio of 40% for teaching, 40% for research and scholarship, and 20% for service and academic administration.

b) **Using a Performance and Development Planning Form (PDP)**

A Performance and Development Planning Form (PDP) will be used to record work commitments, vacation dates and allocations across the three types of Faculty work. The PDP form will be reviewed and finalized at JCOAA.

If a Member has special case status, it will also be noted on the PDP.

The PDP form will reflect the School-level planning and allocation. It will be added to the other PDPs from Members in the unit, then submitted to the Dean for approval.

Faculty will take part in a semi-annual review with the Dean or designate. At this review or at other times as needed, a reallocation of workload shall be made if circumstances warrant, as approved by the Dean.

24.8 Teaching Overload and Workload Unit Banking

- a) A Member may teach a maximum of seven (7) workload units above his agreed teaching assignment per fiscal year. This request shall be made at the time the Member develops his workload plan, and requires the Dean's approval. In exceptional circumstances, this overload can be added after the PDP is submitted and the workplan retroactively adjusted.
- b) The Member may bank and use the equivalent workload units to reduce his teaching workload in a subsequent academic year(s) so as to pursue research and scholarship and/or service-related projects. The banked teaching workload units must be used within three (3) years after the year in which they were earned.
- c) A Member granted a reduced teaching workload due to banking shall ensure his availability to fulfill all other aspects of his rights and responsibilities as outlined in Article 23.
- d) Members will not receive financial compensation for banked workload units.

WORKLOAD FOR LIBRARIANS

24.9 Workload for Librarians

Work for Librarian Members shall include, in varying proportions, professional practice in the Library, research and scholarship, and service as outlined in Article 23.

24.10 Steps Involved in the Librarian Workload Planning Process

The annual workload planning process will normally proceed using the steps described below.

a) **Annual Workload Process**

- i) Normally, the work planning process will begin in early November. Members in the Library will meet to discuss workload for the coming fiscal year.

- ii) Each Member will indicate a preferred workload distribution.
- iii) This distribution applies only to the coming year, though respecting the fact that some service roles are multi-year commitments.
- iv) The distribution of workload among Members must allow the Library to meet its overall obligations to students and the University.

b) Using a Performance and Development Planning Form

A Performance and Development Planning Form (PDP) will be used to record work commitments, vacation dates and allocations across the three types of librarian work. The PDP form will be reviewed and finalized at JCOAA.

Librarians will take part in a semi-annual review with the University Librarian. At this review or at other times as needed, a reallocation of workload shall be made if circumstances warrant.

c) Overload

For hours worked in excess of the normal workload, as approved by the University Librarian, equivalent time off shall be given. Members will endeavour to schedule this time off so that optimal function within the Library is maintained.

ARTICLE 25 OUTSIDE PROFESSIONAL ACTIVITIES

25.1 Definition of Outside Professional Activities

Outside professional activities are work in which Members may engage that is not normally represented in their ordinary contractual obligations as defined in Article 23. These activities, which extend from Members' academic and/or professional expertise, may be on a paid or unpaid basis, and are typically performed for clients, organizations, and interests external to the University.

25.2 Benefits of Outside Professional Activities

The parties acknowledge the benefit of outside professional activities to Members and to the University. Such activities enhance Members' capacity and development, while also allowing them to add value and contribute to the social good. These activities help the University build relationships with third parties that burnish its reputation and prestige, provide an incubator for new curriculum, encourage enrolment in certificate and degree programs, and serve its mandate for applied learning.

25.3 Exercise of Outside Professional Activities

Members may engage in outside professional activities subject to the following conditions:

- a) A Member shall obtain prior written approval, which may not be unreasonably withheld, from the Vice-President (Academic) before undertaking outside professional activity.

- b) Should participation in outside professional activities conflict or interfere with the duties of the Member as defined in Article 23, mutually satisfactory arrangements shall be made in advance with the Vice-President (Academic). These arrangements may include consideration of the cost and compensation to the University of the Member's time.
- c) When outside professional activities would involve the use of University equipment, supplies, facilities, employees or services, such use shall be subject to the approval of the Vice-President (Academic). If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the Vice-President (Academic) agrees, in writing, to waive all or part of the charges.
- d) Members may state the nature and place of their employment and title(s) in connection with relevant outside professional activities. It is understood that a Member shall not purport to represent the University, speak for it, or have its approval unless that approval has been given in writing.
- e) In preparing his Annual Report, each Member shall include a statement of his outside professional activities in the previous year.
- f) Outside professional activities, where these are deemed relevant to a Member's academic and/or professional expertise as defined in 25.1, may be used as evidence toward a Member's application for conversion or promotion.

ARTICLE 26 PERFORMANCE REVIEWS FOR FACULTY

26.1 General

- a) The University will review the performance of Faculty Members annually. Performance reviews will cover the period 1 April to 31 March and will be based on annual Faculty workplans. The purpose of these performance reviews is to assist Faculty Members in determining how they are progressing in achieving the expected standard of performance, to offer guidance for improvement should they not be achieving the expected standard, and to assist the Dean and the University with decisions respecting such questions as salary progression, employment and promotion.
- b) On 15 April of each year, Faculty Members will submit an annual report to their School Director (or equivalent) detailing their activities, outputs, and achievements in relation to their workplans for the relevant reporting year. School Directors (or equivalent) will use this report as the basis for providing the Dean with a draft performance review for each Faculty Member in their unit. The Faculty Member can choose to include his own initial annual report in his Official Personnel File (OPF) each year. School Directors (or equivalent) will submit these annual reports to their Deans.
- c) Faculty Members on maternity leave, parental leave, compassionate care and bereavement leave, court leave, sick leave, or leave for unusual circumstances over the period of 15 April are not required to submit their annual reports during the term of the leave, but would have to complete them no later than 30 days after their return.

- d) In preparing the draft performance review, the School Director (or equivalent) shall use the Faculty Member's annual report, workplan and any other information deemed relevant to an assessment of the Faculty Member's performance for the review period. Upon completing the draft performance review, the School Director (or equivalent) will meet and discuss the review with the Faculty Member. This should be done on or before 1 May. Following this meeting the Director may modify his draft review to reflect the discussion with the Faculty Member. A Faculty Member may provide additional information and/or request a meeting with the Dean at this point. The draft review will be forwarded to the Dean's Office by 7 May, where it will be used as the basis of the Dean's formal annual assessment of each Faculty Member. This assessment will be made available to each Faculty Member on or before 21 May and will include a recommendation on progression in a salary range. A signed copy of the review must be returned to the Dean on or before 30 May. A Faculty Member's signature on the assessment signifies that he has received and read the Performance Review, not that the Member necessarily agrees with its content. The signed agreement will be kept in the Member's OPF.
- e) The Faculty Member, if he disagrees with the Dean's assessment and evaluation, can place a rebuttal memo in his OPF.
- f) By mutual agreement between the Dean and the Faculty Member, the deadlines outlined above may be modified in response to teaching assignments or unforeseen events.
- g) Annual Performance Reviews will be based on an assessment of the extent to which the Faculty Member met the performance expectations set out in his annual workplan, based on Article 24, for that year.

26.2 Teaching Evaluations

- a) Faculty Members' teaching activities and output will be set out in their annual workplans.
- b) In order to improve course design and teaching effectiveness, all courses taught will conduct a written evaluation of each Faculty Member's teaching performance, provided that the students consent to participate in the survey, and provided that the procedures of the survey protect student confidentiality.
- c) Evaluations administered to assess a Faculty Member's teaching performance shall be in accordance with the requirements below and with other provisions of this Agreement.
- d) Student evaluation of teaching shall be obtained through a questionnaire administered by the University in such a way as to afford all the students in a given course or class a reasonable chance to respond. A common evaluation instrument will be administered across the University to ensure equity, consistency and fairness. Such an instrument shall be constructed so as to obtain a fair and reasonable assessment of teaching effectiveness, course design and course quality.

- e) The design of the evaluation instrument will involve the creation of a committee including members of CTET, the Association, and University Administration. The existing teaching evaluation framework will be in force until the new evaluation protocols are agreed to.
- f) Evaluations of courses will be conducted online. The evaluation instrument shall be made available online within the final week (in distance learning) or the final days (in residency) of any course. No questionnaire shall contain any indication of the identity of the student filling it out.
- g) Both quantitative and qualitative results of the questionnaire will be used in evaluating the Faculty Member's performance. All responses to each question shall be aggregated, and the mean, frequency distribution, and number of eligible respondents shall be calculated. The written student responses shall be as important as the numerical responses. The student's numerical and written responses will form part of the Faculty Member's OPF. A copy of these aggregated data, along with the qualitative comments, shall be sent to the Faculty Member, School Director, and Dean.
- h) Evaluation of teaching by one's peers is designed to provide constructive assistance to Faculty Members with respect to teaching techniques.
 - i) Peer review should be conducted if requested by any of: the Faculty Member, the School Director (or equivalent), or the Dean. The review shall normally be carried out by the School Director (or equivalent), or designate where appropriate. The review may be carried out by a senior Faculty Member selected by the School Director (or equivalent), with the consent of the Faculty Member, and such consent will not be unreasonably withheld. School Directors (or equivalent) should be peer evaluated by their Deans or delegate. Such a review may, but does not necessarily include:
 1. review of teaching materials and course outlines;
 2. interviews with students or with the Faculty Member;
 3. review of student performance or student work; and
 4. classroom visits or review of online course discussions.
 - ii) The peer reviewer will meet with the Faculty Member to discuss constructively the results of the peer evaluation. In addition, a written report of the evaluation will be provided to the Faculty Member, to which the Faculty Member may respond in writing.
 - iii) All documentation related to a peer review requested by the Dean or School Director (or equivalent) will form part of the Faculty Member's OPF. Peer reviews conducted at the request of the Faculty Member as per 26.2.h.i may be placed in the OPF at the option of the Faculty Member.
- i) The Faculty Member may place a rebuttal in the OPF if he disagrees with a School Director or Dean-requested peer review.

26.3 Evaluation of Research Activities and Productivity

Research activities and outputs will be outlined in Faculty Members' annual workplans. Such activities include, but are not limited to, the number and quality of publications (peer reviewed and non-peer reviewed), scholarly/professional books, chapters in books, commissioned reports, conference papers, book reviews, research grants or contracts applied for and received, invited talks to professional or peer groups, and other methods of scholarly dissemination.

26.4 Evaluation of Service and Program Administration

- a) Service activities will be outlined in Faculty Members' annual workplans. Such activities include, but are not limited to, active membership on program, faculty and University boards, councils and committees, new course/program development, supervision of exams, program marketing, advising prospective learners, admission assistance, fundraising, orientation of new faculty, community outreach, and academic professional service.
- b) Faculty Members who hold administrative appointments under Article 23.5.e will be evaluated according to their performance of these administrative responsibilities.

26.5 Annual Reports

Annual reports by Faculty Members will be based on achievements relevant to the annual workplan and should include:

- a) Summary statement of accomplishments;
- b) Record of teaching activities and accomplishments:
 - i) the name and number of each graduate and undergraduate course taught during the reporting period, the credit value of each course, an indication of whether the course was co-taught and if so, the number of other instructors involved and the division of labour, the means of delivery, and number of students in each course;
 - ii) course revisions undertaken;
 - iii) the number of new graduate theses/Major Projects/OCPs supervised during the reporting year, the number completed, and the number still in progress from previous reporting years;
 - iv) the results of teaching evaluations by students, as well as peer evaluations undertaken at the request of the Dean, the School Director (or equivalent), or the Faculty Member;
 - v) participation in teaching workshops, training sessions or seminars; and
 - vi) any other information the Faculty Member considers relevant.
- c) Record of research activities and accomplishments including:
 - i) books published (peer reviewed);
 - ii) articles published (peer reviewed);
 - iii) books and articles published (non-peer reviewed);
 - iv) reports, monographs and other publications;

- v) conference papers presented;
 - vi) research and/or other scholarly work in progress;
 - vii) scholarly journals edited;
 - viii) grants, contracts, or other awards requested and received, pending and rejected (including name of agency or individual, title, amount requested or awarded, and date awarded or rejected) – state for research awards whether principal or co-investigator; and
 - ix) other scholarly activities, including one's own graduate work or continuing education in progress, and/or peer assessments of one's scholarly activities.
- d) Record of service and academic administration activities and accomplishments including:
- i) committee and other service within the University, including number of ethics applications reviewed if a member of the Research Ethics Board;
 - ii) evidence of new course preparation and course revision, including innovative approaches to teaching;
 - iii) awards and honours received;
 - iv) administrative accomplishments related to program and school operations;
 - v) service to the scholarly and professional community;
 - vi) discipline-related service to the community or region;
 - vii) description of the nature and scope of outside professional activity; and
 - viii) any other information considered relevant by the Faculty Member.

ARTICLE 27 FACULTY COMPENSATION FRAMEWORK

April 1, 2012 – March 31, 2014

Salary Schedule Effective April 1, 2012 (2% Economic Adjustment)

	Floor	Max
Professor	\$92,735	\$124,266
Associate Professor	\$78,780	\$106,915
Assistant Professor	\$54,020	\$84,407
Instructor	\$45,017	\$61,899

Salary Schedule Effective April 1, 2013 (2% Economic Adjustment)

	Floor	Max
Professor	\$94,590	\$126,751
Associate Professor	\$80,355	\$109,054
Assistant Professor	\$55,101	\$86,095
Instructor	\$45,917	\$63,137

The University and the Association recognize that salaries above floors may need to be offered in a competitive environment.

27.1 Progression in a Salary Range

Faculty are eligible for consideration for progression in the salary range they occupy if they have been at their current salary level for one (1) year and have demonstrated successful performance of the responsibilities of the Faculty Member's position.

The Dean of the Faculty will, no later than March 15th annually, prepare progression decisions for each eligible Faculty Member. Approved progression decisions will be effective the forthcoming April 1st.

The Dean may approve progression from 0% to 3% of the Faculty Member's base salary. The Dean will take into account all the information used in the yearly evaluation of performance in making decisions with respect to salary progression. The aggregate cost of progression in a salary range will not in any one (1) fiscal year exceed 1.8% of the total annual cost of base salaries for Faculty covered by this Agreement and eligible for progression in a salary range. As a guideline, fully satisfactory performance in all areas of responsibility normally would result in a recommendation of 1.5%.

27.2 Professional Development

The University encourages Faculty Members to pursue professional development activities in order to remain at the forefront of their respective disciplines. In order to underscore this encouragement, the University will make available a Personal Professional Development Fund and Professional Development Pool, but would expect Faculty Members to also seek outside sources of funding to support their professional development activities.

27.3 Personal Professional Development Fund

Each April 1st, each full-time Faculty Member will have \$1,200 deposited in his Personal Professional Development Account.

The Personal Professional Development Account is for the exclusive use of the Faculty Member and may be utilized during the fiscal year or carried over from fiscal year to fiscal year, to a maximum of \$3,600. The Personal Professional Development Fund is not transferable.

The Personal Professional Development Fund is to be used to support activities, or the acquisition of materials, that have received the prior approval of the Dean. The Dean of the Faculty has the final authority regarding the utilization of the Personal Professional Development Fund when he has sufficient reason to believe the fund is being used inappropriately. The Dean will provide his reasons in writing to the Faculty Member.

27.4 Professional Development Pool

A Professional Development Pool will be created as follows:

- a) On April 1st of each year, for each full-time Faculty Member the amount of \$2,500 will be placed in the Professional Development Pool.
- b) The Professional Development Pool is a consolidated account solely for the use of full-time Faculty for all expenses related to scholarly advancement, including travel expenses, attendance at conferences, and travel and related expenses for research activities.
- c) To be eligible for consideration for pool monies, each full-time Faculty Member will be required to submit an annual professional development/research plan and application for funds from the pool by February 15th for review by a panel consisting of the Deans of each Faculty, the Associate Vice-President (Research) and three Faculty Members, with a minimum of one Faculty Member from each of the Faculties, as appointed by the Faculty Association. The panel will decide which applications will be approved, reduced, or rejected.
- d) An individual Faculty Member may combine approved funds from his Personal Professional Development Fund with approved funds from the Professional Development Pool.
- e) Reimbursement of claimed expenses will be made for expenses consistent with the approved application for Professional Development Pool funds and in accordance with the University Policy on Travel and Business-Related Expenses #FN 2.05.

27.5 Eligible Expenses

Subject to the prior approval of the appropriate Dean, the following expenses incurred by the Member on his own behalf for professional development purposes are eligible to be reimbursed upon the presentation of receipts:

- a) travel and associated expenses related to meetings, conferences, study leave, or other similar professional activities;
- b) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars, and similar activities;
- c) membership fees in learned societies and professional organizations;
- d) fees and subscriptions for scholarly journals and books;
- e) expenses directly associated with teaching responsibilities or current active research or professional programs, which includes equipment such as computer hardware and software.

The Professional Development Reimbursement is subject to Canada Revenue Agency approval.

ARTICLE 28 BENEFITS

28.1 Medical Services Plan (MSP)

The University shall pay one hundred percent (100%) of the monthly premium for coverage under the Medical Services Plan of British Columbia. Coverage and eligibility shall be governed by the terms of the Medical Services Plan of British Columbia. This shall be a taxable benefit to the employee.

28.2 Extended Health

The University shall maintain an Extended Health Plan and shall pay one hundred per cent (100%) of the monthly premiums for the following benefits:

- a) Extended Health Care Benefits (80% Co-insurance for Drugs, Vision Care, Paramedical, and Professional Services; 100% Co-insurance for Emergency Out-of-Country/Travel Insurance).
- b) Dental Care (100% Basic and Supplementary Basic; 75% Major and Supplementary Major and 50% Orthodontics) – for the employee, spouse and dependent children.
- c) Term Life Insurance of two times (2x) annual salary in the event of employee's death; and Accidental Death & Dismemberment of two times (2x) annual salary.

- d) Long Term Disability Insurance to a maximum of two-thirds (2/3) of the employee's monthly earnings (qualifying period of seventeen (17) weeks).

28.3 Vision

The University shall provide a Vision Care Plan that will cover employees and their family members for 80% of the cost of an eye exam each year, as well as purchase of or repair of prescription eyeglasses or contact lenses to a maximum of two hundred dollars (\$200.00) during any two (2) calendar years.

28.4 Dental Plan

The University shall maintain the following Dental Plan and shall pay one hundred percent (100%) of the monthly premiums.

PLAN A: Basic dental services – Plan pays one hundred percent (100%) of items covered, such as extractions and fillings.

PLAN B: Crowns, Bridge and Dentures – Plan pays seventy-five percent (75%). Note: The Plan pays a maximum of \$1500 per calendar year for combined services in PLAN A and PLAN B.

PLAN C: Orthodontic – Plan pays fifty percent (50%) of services for employees and dependent children up to a lifetime maximum of one thousand five hundred dollars (\$1500) per person.

28.5 Group Life and Accidental Death & Dismemberment (AD&D) Insurance

The University shall maintain Group Life and Accidental Death & Dismemberment Insurance Plans and shall pay one hundred percent (100%) of the monthly premiums. The University shall also offer Optional Life Insurance (employee and/or spousal coverage) with premiums one hundred percent (100%) employee-paid.

28.6 Long Term Disability (LTD)

The University shall maintain a Long Term Disability (LTD) plan. It shall be mandatory for employees to enrol in and maintain coverage under the LTD plan. The Member shall cover the cost of one hundred percent (100%) of the monthly premiums.

28.7 Employee Assistance Program (EAP)

The University shall maintain an Employee Assistance Program (EAP) and shall pay one hundred percent (100%) of the monthly premiums.

28.8 Pension

All Faculty Members will be required to join the College Pension Plan.

28.9 Liability Insurance

The University shall maintain appropriate liability insurance covering Faculty Members in the course of exercising their duties.

28.10 Continuation of Benefits During Work Stoppages

In the event of a lawful strike or lockout, the University agrees that health and welfare benefits, excluding pension or group RRSP contributions, will be continued in accordance with the terms of section 62 (1) and 62 (2) of the Labour Relations Code; that is: coverage will continue only if the Faculty Member or the Association pays one hundred percent (100%) of the benefits premiums, within payment schedules set by the benefits carrier.

28.11 Tuition Assistance

Tuition assistance may be available to regular Faculty Members who have completed one (1) year of employment.

a) RRU Programs:

Upon application to the Vice-President and Chief Financial Officer, and subject to annual budget limitations, fifty percent (50%) of the tuition fee will be waived for eligible Faculty Members who have been accepted into a degree, diploma or certificate program at Royal Roads University. The tuition waiver does not apply to books, materials or other program fees. Where an employee receives credit for courses taken previously at Royal Roads University or elsewhere, the tuition support will be adjusted accordingly (i.e. will remain as 50% of tuition actually payable, not the program cost). Employees are required to use their accrued vacation time for Royal Roads University residency periods.

b) Application Procedures:

- i) Employees should apply for tuition assistance to the Vice-President and Chief Financial Officer at the same time that application is made for admission to a program.
- ii) Repayment of the amount of waived tuition will be required on a pro-rata basis if the employee resigns from employment at the University during the program or in the thirty-six (36) month period following completion of the program. The repayment requirement will be reduced by one thirty-sixth (1/36) for each month worked following the scheduled end of the degree, diploma or certificate program.

ARTICLE 29 GENERAL LEAVE

General Leave means a period in which a Member is released from all of his duties with or without pay. The Member shall not be required to participate as a member of any University committee or perform other employment-related duties during general leaves. All leaves are subject to the minimum provisions of the *Employment Standards Act [RSBC 1996]* and the *Canada Employment Insurance Act*.

29.1 Vacation Leave

- a) Newly hired Members will be entitled to twenty (20) days of paid vacation annually during the first three (3) years of appointment to twenty-two (22) days annually after three (3) years of employment; and to twenty-five (25) days annually after six (6) years of employment. Vacation will be accrued at the rate of one-twelfth (1/12) of the annual entitlement per month.
- b) Vacation year will mean the twelve (12) month period from April 1 to March 31, to coincide with the fiscal year. Accrual of service commences on the first day of employment. Members may utilize vacation credits in advance of earning them with the understanding that upon termination of employment the value of any unearned vacation credits taken will be reimbursed to the University.
- c) A Member terminating prior to using all banked vacation and proportionate amount of the regular vacation year entitlement will be paid out at the Member's current salary rate on the final pay.
- d) A Member's accumulated vacation entitlement shall not exceed the equivalent of two (2) years of entitlement at the Member's current rate of entitlement hours. The excess accrual will be paid out in lump sum on the first pay date of the subsequent fiscal year. At the Member's request, all or a portion of the excess accrual may be put in a tax shelter of his choice.
- e) The Member is responsible for taking his allotted vacation time. Scheduling will be discussed with and approved by the Dean, the University Librarian, or designate. In the interest of work-life balance, vacation scheduling should be discussed as part of annual work planning.
- f) The utilization of vacation credits shall be recorded by forwarding the completed and approved Leave Request Form to Payroll.

29.2 Sick Leave

- a) Members will earn one and one-half (1½) sick days per month worked.
- b) A Member should report absence due to sickness or disability to his supervisor as soon as possible or should have someone do so on his behalf. Upon return to work the Member is required to complete the University's Leave Request Form, obtain signature approval from the Dean, University Librarian, or designate, and forward on to Payroll for processing purposes.
- c) For any absence due to sickness or disability in excess of five (5) consecutive working days, the Member is required to provide medical proof. Failure to do so will result in the absence being treated as leave without pay.
- d) Where a Member can provide for the medical needs of a family member during an unforeseen illness, the Member is entitled to use a maximum of five (5) days of sick leave, from the Member's sick leave accrual, per fiscal year.

29.3 Bereavement Leave

- a) A Member, not on leave of absence without pay, requiring bereavement leave, will, on request, be granted five (5) days' of bereavement leave, with extension to a maximum of seven (7) working days in special circumstances, at the Member's regular rate of pay in the case of death of someone in the Member's immediate family.
- b) For purposes of this Article, "immediate family" is defined as a Member's parent, step-parent, spouse, common-law partner, child, step-child, brother, sister, father or mother-in-law, grandparent, grandchild, son- or daughter-in-law and any other relative permanently residing in the Member's household or with whom the Member permanently resides.
- c) Upon approval from the Dean, the University Librarian, or designate, one-half (1/2) day leave of absence, with extension to one (1) working day in special circumstances without deduction of pay, to attend a funeral or memorial service of a personal friend or family member not covered in the list in 29.3.b will be granted.

29.4 Court Appearances

- a) The Employer will grant paid leave to a Member, other than a Member on leave without pay, who is to serve as a juror or a subpoenaed witness in a court action, provided such court action is not occasioned by the Member's private affairs. Time spent at court by a Member in an official capacity will be at the regular rate of pay.
- b) In cases where a Member's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- c) A Member earning regular pay while serving at court will remit to the University all monies paid by the court, except court-determined expense allowances.
- d) In the event an accused Member is jailed pending a court ruling, such leave of absence will be without pay and benefits. In the event that the Member is found guilty and sentenced to incarceration for less than one (1) year, leave of absence without pay or benefits may be granted. Should the Member be found not guilty of the offence, he will have the option of taking annual vacation leave to which he is entitled in lieu of all or part of the leave without pay. It is understood that if the Member has committed an offense against the University or if the offense would affect the Member in the performance of his duties, this Article would not apply.
- e) The Member should advise his Dean, the University Librarian, or designate as soon as the Member becomes aware that such leave is required. The Member must return to work immediately if excused from jury duty or from appearing as a witness for the day.
- f) The Member will request approval for this type of leave from the Dean, the University Librarian, or designate. The Member should then submit an approved Leave Request Form to Payroll.

29.5 Short-term Leave for Emergency

- a) A Member will be granted a paid leave of up to one (1) day per fiscal year in the case of a serious emergency, such as but not limited to fire, flood, and earthquake.

- b) The Member will request approval for this type of leave from the Dean, University Librarian, or designate. The Member should then submit an approved Leave Request Form to Payroll.

29.6 Compassionate Care Leave

- a) A Member will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member who requires care or support and is at risk of dying.
- b) The Member will request compassionate leave from his Dean, the University Librarian, or designate for a specified period of time. A Member may take the leave in units of one or more weeks, up to a maximum of eight (8) weeks.
- c) In order to be eligible for this leave under the *Employment Standards Act*, the Member must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks. If the Member is unable to obtain a medical certificate prior to taking compassionate care leave, the Member is still entitled to leave and will provide the Dean, University Librarian, or designate with a copy of the certificate when it is reasonably possible to do so.
- d) Compassionate care leave will be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- e) A Member who returns to work following a leave granted under this provision will be placed in the position the Member held prior to the leave with his full salary and benefits.

29.7 Leave for Unusual Circumstances

- a) The University will grant a leave of absence without pay from regular duties to a Member requesting such a leave for emergency or unusual circumstances. Such requests will be in writing and require approval of the Vice President (Academic) or designate. Once approved, the Member will then submit the Leave Request Form to Payroll.
- b) Where the approved leave of absence is in excess of twenty (20) consecutive calendar days, the Employer will maintain the benefits normally paid for on behalf of that Member only for the balance of the month in which the leave commences. Thereafter, the Employer will only continue such benefit coverage as allowed for by insurance carrier rules and only if the Member pays to the Employer the amount owing to cover the continuing benefit coverage during the balance of the approved leave.
- c) During the unpaid leave of absence, the Member will not earn vacation or sick leave credits. Leave of absence will not normally be approved for more than one (1) year.

29.8 Moving Day

- a) A Member will be granted a paid leave of up to one (1) day per year to move the Member's household.

- b) The Member will request approval for this type of leave from the Dean, the University Librarian, or designate. The Member should then submit an approved Leave Request Form to Payroll.

29.9 Maternity (Pregnancy) Leave Policy

- a) A Member will be granted maternity leave for up to seventeen (17) consecutive weeks under the provisions of the *Employment Standards Act*. Also, as per the Act, up to six (6) additional consecutive weeks of unpaid leave may be granted if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave is scheduled to end.
- b) A Member will submit a maternity/parental Leave Request Form to her Dean, University Librarian or designate at least four (4) weeks prior to the commencement of the leave.

c) Bridging and Top Up Benefits

Bridging and Top Up benefits will only apply to those Members who, due to their term of employment will satisfy the “return to work” criteria set out in this Article. During the period of maternity leave, a Member who has applied for and received Employment Insurance Benefits pursuant to the *Employment Standards Act* is eligible for supplementary maternity leave benefits as follows:

- i) 100% of the basic gross earnings for the initial two (2) weeks of maternity leave while an Employment Insurance waiting period is being served; and,
- ii) for any further period during which the Member is collecting Employment Insurance benefits, the Member will receive payments equivalent to the difference between 95% of the weekly salary and the amount of Employment Insurance earnings the Member is receiving. Bridging and Top Up benefits will apply to only one of either maternity or parental/adoption leave, but not both.

d) Pension/Benefits While on Maternity (Pregnancy) Leave

- i) Pension/benefits will only apply to the extent of the Member’s coverage at the time of commencing leave. During the period of maternity leave the Employer will continue to pay the benefit premiums normally paid for the eligible Member. Should the Member wish to continue Optional Life coverage, payment arrangements can be made between the Employer and Member for the period of leave to be covered.
- ii) Members participating in the College Pension Plan may apply to the Pension Corporation to make contributions for the period of absence in accordance with Pension Corporation regulations.

e) Payment

To receive the benefits defined in Article 29.9.c (Bridging and Top Up), the Member will supply the Employer with proof of application to Service Canada. The payment of Bridging and Top Up will be as follows:

- i) The Employer will estimate the amount of the Employment Insurance payment and will provide Bridging and Top Up payments to the Member on the usual salary payment schedule. These payments will be regarded as an advance;
- ii) The Member will provide evidence of the actual payments received from Service Canada;
- iii) The subsequent payments to the Member will be adjusted, up or down, to reflect the actual Employment Insurance payment.

f) Completion of Maternity (Pregnancy) Leave

On completion of maternity leave, if the Member is not taking parental leave, the Member shall return to her previous position or to one of similar scope and responsibility. Service credit shall continue to accrue during the period of maternity leave for benefit entitlements and vacation purposes.

g) Return to Work

Members who accepted Bridging and Top Up from the Employer must return to work for a minimum of twelve (12) months of continuous service following maternity leave, or a combination of maternity and parental leave. If a Member who has received these benefits does not return to work or leaves the University prior to completing twelve (12) months of service, she will be required to re-pay the Bridging and Top Up (on a pro-rata basis – repayment reduced one twelfth (1/12th) for every month of service completed).

- i) A Member will retain seniority that had been earned prior to the leave and will accrue seniority for the period of leave.
- ii) Maternity leave will not affect the process of achieving continuing appointment. A Member on maternity leave may elect to postpone deadlines for application for continuing appointment, if she chooses, for a period of time equivalent to the time she was on leave. When a Member elects to defer such a decision, she will provide the Dean, University Librarian, or designate with written notice of her intention to do so.

29.10 Parental/Adoption Leave

- a) A Member will normally be granted parental/adoption leave for up to thirty-five (35) consecutive weeks under the provisions of the *Employment Standards Act*. An additional two weeks of unpaid leave may be granted if the Employment Insurance waiting period has not been served during maternity leave or by the other parent. Also as per the *Act*, up to five additional consecutive weeks of unpaid leave may be granted if the child has a physical, psychological or emotional condition requiring an additional period of parental care.
- b) A Member will submit a maternity/parental Leave Request Form to his Dean, University Librarian or designate at least four (4) weeks prior to the commencement of the leave.
- c) **Length of Leave**
 - i) The total combined maternity and parental/adoption leaves taken by a birth mother will not exceed fifty-two (52) weeks (except in cases where additional leave is granted

where the child is certified, by a medical practitioner or the agency that placed the child, to be suffering from a physical, psychological or emotional condition).

- ii) An additional four (4) consecutive weeks of adoption leave without pay may also be requested in the case where the Member travels in order to bring the child into the Member's care.

d) Bridging and Top Up Benefit

Bridging and Top Up benefits will only apply to those Members who, due to their term of employment, will satisfy the "return to work" criteria set out in this Article. During the period of parental/adoption leave, a Member who has applied for and received Employment Insurance Benefits pursuant to the *Employment Standards Act* is eligible for parental/adoption leave benefits as follows:

- i) 100% of the basic gross earnings for the initial two (2) weeks of parental/adoption leave while an Employment Insurance waiting period is required to be served; and,
- ii) during the following ten (10) weeks of parental/adoption leave, the difference between 95% of the basic gross earnings and the amount of Employment Insurance earnings the Member is expected to receive if he qualifies for Employment Insurance benefits. Top Up will not be provided for the balance of the parental leave (i.e., weeks 11 to 35).

e) Pension/Benefits While on Parental/ Adoption Leave

- i) Pension/benefits will only apply to the extent of the Member's coverage at the time of commencing leave. During the period of parental/adoption leave the Employer will continue to pay the benefit premiums normally paid for the eligible Member. Should the Member wish to continue Optional Life coverage, payment arrangements can be made between the Employer and Member for the period of leave to be covered.
- ii) For Members participating in the College Pension Plan, they may apply to the Pension Corporation to make contributions for the period of absence in accordance with Pension Corporation regulations.

f) Payment

To receive the benefits defined in Article 29.10.d (Bridging and Top Up Benefits), the Member shall supply the Employer with proof of application to Service Canada, if not already having done so during maternity leave. The payment of the Bridging and Top Up Benefits will be as follows:

- i) the Employer will estimate the amount of the Employment Insurance payment and provide Bridging and Top Up supplementary payments to the Member on the usual salary payment schedule. These payments and this supplementary payment will be regarded as an advance;
- ii) the Member will provide evidence of the actual payments received from Service Canada; and
- iii) the subsequent payments to the Member will be adjusted, up or down, to reflect the actual Employment Insurance payment.

g) Completion of Parental/Adoption Leave

On completion of parental/adoption leave the Member shall return to his previous position or one of similar scope and responsibility. Service credit shall continue to accrue during the period of parental/adoption leave for vacation purposes.

h) Return to Work

A Member who has accepted Bridging and Top Up parental/adoption leave benefits from the Employer must return to work for a minimum of twelve (12) months of continuous service following parental/adoption leave, or a combination of maternity and parental leave. If a Member who has received these benefits does not return to work or leaves the University prior to completing twelve (12) months of service, he will be required to re-pay the Bridging and Top Up benefits (on a pro-rata basis – repayment reduced one twelfth (1/12th) for every month of service completed).

- i) A Member who returns to work following a parental/adoption leave will be reinstated to his previous position or to one of similar scope and responsibility.
- ii) A Member will retain seniority that had been earned prior to the leave and will accrue seniority for the period of leave.
- iii) Parental/adoption leave will not affect the process of achieving continuing appointment. A Member on parental/adoption leave may elect to postpone deadlines for application for continuing appointment, if he chooses, for a period of time equivalent to the time he was on leave. When a Member elects to defer such a decision, he will provide the Dean, University Librarian, or designate with written notice of his intention to do so.

ARTICLE 30 STATUTORY HOLIDAYS

30.1 The University recognizes the following days as Statutory Holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

30.2 The University will be closed for these holidays and Members scheduled to work these days will be paid in accordance with the *Employment Standards Act*.

30.3 When a day designated as a statutory holiday coincides with a Member's day of rest, the statutory holiday normally will be moved to the first working day following the day of rest.

ARTICLE 31 RESIGNATION

31.1 A Member who resigns from the University must provide at least thirty (30) calendar days' notice.

32 DISCIPLINE

32.1 General

- a) A Member may be disciplined for just and sufficient cause. Such disciplinary action shall be commensurate with the seriousness of the violations. Discipline will be of a progressive nature with the aim of bringing unacceptable conduct to the attention of a Member in a manner that will assist the Member to correct his behaviour.
- b) The principles of natural justice pertain to all matters under this Article.
- c) The Employer bears the onus of proving that disciplinary action was taken for just cause.
- d) In all dealings with the Employer on matters of discipline, including meetings and investigations preceding discipline, the Member will have the right to be accompanied by a Member of the Association.
- e) If a Member is unable to act on his own behalf because of a bona fide medical disability, he may be represented by an advocate designated in writing by the Member.
- f) Medical disability is not just cause for discipline.
- g) The Employer in consultation with the Association will examine the potential for using a mediation process in the case of disciplinary actions. Within such a process, where disciplinary action or dismissal is considered, by mutual consent of the Member and the Employer, a qualified mediator may be used in accordance with accepted procedures of dispute resolution. Such mediation is not binding on either Party but is a process for assisting both Parties in effectively communicating their perspectives and clarifying issues and interests before any disciplinary decisions are reached.
- h) Disciplinary processes must be kept distinct from academic assessments associated with annual performance reviews, promotion and continuing appointment. All academic assessments will be suspended for the Member during the disciplinary processes.
- i) A Member's privacy will be respected during the investigation. Confidentiality of the investigation will be maintained.

32.2 Investigative Process

- a) The Vice-President (Academic) or designate may investigate any allegation about a Member if he believes that a situation may exist that would warrant disciplinary proceedings against the Member.
- b) The investigation is not a disciplinary matter.
- c) In conducting any investigation, the Vice-President (Academic) or designate shall:
 - i) communicate in writing the nature of the allegation, the intent to conduct an investigation, and the scope of the investigation to the Member with a copy to the President of the Association;
 - ii) invite the Member in writing to respond to the allegation by meeting or by submitting materials, or both – as the Member sees fit – before the investigation begins. The Member must be given at least five (5) working days from the time of the invitation to respond;
 - iii) notify the Member and the President of the Association in writing after receiving the Member's response to the allegation if investigative action will be taken, and the reasons for and the nature of the investigative action being undertaken;
 - iv) in the case where the investigation is rendered unnecessary, ensure that no written statement of the allegation appears in the Member's personnel files;
 - v) in the case where the investigation is rendered necessary, conduct the investigation within thirty (30) working days of the Member's response to the allegation. By mutual agreement this deadline may be extended;
 - vi) inform the Member and the President of the Association in writing of the results of the investigation within five (5) working days after results are known and invite the Member to meet with the Vice-President (Academic) or designate to discuss the results and the proposed course of action; and,
 - vii) afford the Member at least five (5) working days after informing him in writing of the results of the investigation with an opportunity to make submissions, including documents and oral evidence, before disciplinary action is taken.
- d) The Vice-President (Academic) or designate will compile results of the investigation and documentation submitted by the Member for the University President to review and determine whether discipline is warranted and, if so, what disciplinary action is to be taken. Where the University President determines that no disciplinary action is warranted, a written statement will be filed in the Member's personnel files reflecting the results of the investigation.
- e) In the case where the University President determines that disciplinary action is warranted, he will inform the Member and the President of the Association in writing of the disciplinary action to be taken.

32.3 Forms of Discipline

The only disciplinary measures that may be imposed are:

- i) written warning or reprimand;
- ii) suspension with pay;
- iii) suspension without pay;
- iv) dismissal for just cause.

32.4 Written Warning or Reprimand

- a) A “warning” is defined as counsel to desist from a specified action or behaviour. A “reprimand” is defined as a severe, formal or official rebuke or censure.
- b) A warning or reprimand will be conveyed in a written statement by the University President to a Member. It must be clearly identified as a disciplinary measure and must contain a clear statement of the reasons for issuing the warning or reprimand and a statement of the actions that the Member should take to correct the conduct. The warning or reprimand will be placed in the Member’s personnel files.
- c) If a Member disagrees with a warning or reprimand, he may file a reply which will be placed in his personnel files.

32.5 Suspension

- a) Suspension is the act of the University President or designate relieving a Member of all or a portion of his University duties and privileges, with or without pay, for just cause. Only the University President or designate may suspend a Member.
- b) When the University President or designate is satisfied that there is just cause that a Member be suspended, the University President or designate shall give written notification to the Member of the dates of commencement and termination of the suspension, the conditions of the suspension, and a written statement of the reasons. The University President or designate shall forward a copy of the suspension letter to the President of the Association and place another in the Member’s personnel files.
- c) The Association has the right to refer the suspension of a Member directly to arbitration as outlined in Article 35.7 to 35.11.

32.6 Dismissal for Just Cause

- a) Dismissal for just cause means the termination of a Member’s appointment.
- b) Cause for dismissal entails a fundamental breach of the contract of employment involving either serious wrongdoing or an accumulated record of unsatisfactory performance as documented in performance reviews or other written notifications to the Member. The burden of proof for just cause shall rest with the Employer.

- c) Grounds for dismissal for just cause will not include conduct properly characterized as the exercise of freedom of speech, association, or belief.
- d) When there are grounds for dismissal for just cause of a Member, the University President shall initiate dismissal procedures.
- e) The University President shall forward a written statement of recommendation for dismissal and reasons for dismissal to the Board of Governors.
- f) If the Board of Governors determines that just cause for dismissal exists, the decision to dismiss the Member, the reasons for dismissal, and the dismissal date will be communicated in writing to the University President, the Member, and the President of the Association.
- g) If just cause for dismissal has not been proven, all actions for the dismissal will cease and all records of the alleged misconduct will be handled in accordance with Article 14. A summary of the findings will be kept in the Member's personnel file. The Member has the right to attach a written statement addressing the findings.
- h) The Association has the right to refer the dismissal of a Member directly to arbitration, as outlined in Article 35.7 to 35.11.
- i) In the event of dismissal, Human Resources will convene a meeting of University representatives to which the Member will be invited to contribute, either in person or in writing, to discuss the protocol of his exit from the University.

ARTICLE 33 EMERGENCY POWERS

33.1 The President or Vice-President (Academic) may exercise emergency powers to relieve a Member of some or all of the Member's duties, and remove some or all of the Member's privileges, by written notice, only when:

- a) an investigation which may lead to the imposition of discipline on the Member is underway; and
- b) the President or Vice-President (Academic) has reasonable grounds for concern that a failure to use such emergency powers could result in significant harm to the Member, to another person, or to the property of the institution.

33.2 The exercise of these emergency powers is not deemed to be a suspension for the purposes of this Article.

ARTICLE 34 DISMISSAL WITHOUT CAUSE AND WITH NOTICE

34.1 The University may choose to dismiss a Member's appointment without cause and with notice for reasons under the following conditions: a drop in program enrolments or changes to the University's business plan, necessitating a reduction in the number of Members; deletion or modification of a program or discontinuance of a program.

- 34.2** Notice and severance allowances are designed by the University to balance its responsibilities to Faculty, students and program needs. In the event of dismissal without cause and with notice, a Member shall be given notice of six (6) months or salary in lieu of notice and an additional month's notice or salary in lieu for each and every completed year of employment with the University to a maximum of twelve (12) months' notice or salary in lieu (inclusive of the minimum six (6) months' notice or salary in lieu). The Member shall choose to receive notice, salary in lieu, or a combination thereof.
- 34.3** If the University intends to dismiss a Member's continuing appointment pursuant to the provisions of this Article, the University may give consideration to:
- a) placement of the Member in a position within the University commensurate with the Member's academic training, experience and abilities; or
 - b) making reasonable offers of retraining where it is probable that such training will enable a Member who is sufficiently qualified for a position at the University to become fully qualified. The University is not obligated to spend more on retraining and salary during the training of the Member than the University would spend on that Member in giving appropriate notice and severance.
- 34.4** The Member shall be entitled to receive the reasons for the dismissal without cause prior to the recommendation on dismissal without cause and with notice from the President to a Committee of the Board of Governors. Upon receipt of the reasons and prior to any recommendations from the President to a Committee of the Board of Governors, the Member will be entitled to an opportunity to respond to the reasons provided by the President either in person or in writing. The Member will be entitled to be represented by the Association.
- 34.5** Upon receipt of a decision of the Committee of the Board of Governors that the recommendation on dismissal without cause and with notice has been approved, the Member may either accept the dismissal decision and the notice or salary in lieu, referred to in Article 34.2, or initiate a grievance pursuant to Article 35.
- 34.6** A Member who accepts the notice of salary in lieu referred to in Article 34.2 acknowledges that he shall not be entitled to any other notice, severance pay, damages or any other payment of any kind whatsoever in connection with the dismissal of his employment, nor shall he be entitled to initiate a grievance pursuant to Article 35.

ARTICLE 35 GRIEVANCES AND ARBITRATION

35.1 Preamble

The Parties agree that this Article constitutes the method and procedure for a final and conclusive settlement of any dispute ("the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

35.2 Informal Resolution of Grievances

- a) Nothing in this Collective Agreement shall prevent the Parties from the use of informal means to settle grievances.
- b) The use of informal means to settle grievances shall not affect the right of a Member to initiate or proceed with a grievance filed pursuant to the provisions of this Article.

35.3 Types of Grievances

- a) An Individual Grievance is a grievance initiated by a single Member and supported by the Association.
- b) A Faculty Association Grievance is a grievance initiated by the Association which relates to Association matters contained in this Collective Agreement and may, but need not, relate to an actual dispute involving an individual Member or a group of Members.
- c) A University Grievance is a grievance initiated by the University against a Member or group of Members or the Association.

35.4 Sequence of Steps – Grievance Procedure

- a) A grievance submission shall consist of:
 - i) a written statement of the grievance;
 - ii) a reference to the paragraph, clause or article of this Agreement that has allegedly been violated or improperly applied;
 - iii) a summary of the relevant facts; and
 - iv) a statement of the remedy that is sought.

b) **Step 1**

- i) A grievance may be submitted in writing to the Vice-President (Academic) within twenty-eight (28) days of the occurrence of the incident giving rise to the grievance or within twenty-eight (28) days of reasonably becoming aware of the incident.
- ii) No later than fourteen (14) days following receipt of the grievance, the Vice-President (Academic) or his representative shall meet with an Association representative and the grievor and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be put in writing and countersigned by the Vice-President (Academic) or his representative, the grievor, and the Association. The Vice-President (Academic), within five (5) days of the date upon which the settlement is countersigned, shall give a copy of the settlement to the Association.
- iii) In the event that no settlement is reached within ten (10) days after the date of the first meeting, the Vice-President (Academic) shall, within five (5) days after this ten (10) day period, forward in writing to the grievor and the Association the reasons for denying the grievance.

c) **Step 2 (Notice to Arbitrate)**

Within ten (10) days of the date of receipt of the notification of denial of the grievance from the Vice-President (Academic), the Association shall have the right to forward written notice by mail to the Vice-President (Academic) of its intention to proceed to arbitration with the grievance.

35.5 Grievance Involving the Vice President (Academic)

Where the subject matter of a grievance involves the Vice-President (Academic), the President or his/her designate will complete the procedure for grievances as set out in Article 35.4.b, providing always that where the President designates someone to complete the procedure, that person shall be another Vice-President of the University.

35.6 University Grievance

A University Grievance shall be in writing and shall specify the Article or Articles alleged to have been violated and the remedy sought. The grievance shall be forwarded to the President of the Association within twenty-eight (28) days of the date the events giving rise to the grievance occurred, or within twenty-eight (28) days of the date upon which the University knew of the events giving rise to the grievance. No later than ten (10) days following receipt of the grievance, a representative of the Association shall meet with a University representative and each will make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be put into writing countersigned by the representatives of the Association and University. In the event that no settlement is reached within ten (10) days of the date of the first meeting, the representative of the Association within five (5) days thereafter shall forward in writing to the University his reasons for denying the grievance. Within ten (10) days of the date upon which denial of the grievance is received, the University shall be entitled to forward

written notice by mail to the President of the Association that it intends to proceed to arbitration with the grievance.

35.7 Arbitration

- a) All arbitration shall be by a single arbitrator agreed to by the Parties, or, failing such agreement, appointed by the Minister of Labour of the Province of British Columbia.
- b) Arbitrators shall have jurisdiction to order production of documents and to call witnesses.

35.8 Time Limits

The Parties may agree to extend any time limits specified in either the grievance or arbitration procedures. In addition, the arbitrator shall have the power to relieve against non-compliance with time limits.

35.9 Burden of Proof

- a) In cases involving the termination of a Member's employment through dismissal for cause and in all matters of discipline, the burden of proof shall be on the University to establish cause.
- b) In all other cases, the burden of proof falls on the grievor.

35.10 Costs

- a) The University and the Association shall share equally the fees and expenses of the arbitrator.
- b) Each Party shall bear its own costs of presentation to the arbitrator.

35.11 Duties and Powers of the Arbitrator

- a) The arbitrator shall not have jurisdiction to amend, modify, or act inconsistently with the Agreement.
- b) Where an arbitrator determines that a Member has been dismissed or otherwise disciplined by the University for cause, and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute such other penalty for the dismissal or discipline as seems reasonable to the arbitrator given all the circumstances.
- c) The arbitrator shall have the power to award compensation to individual employees even where a dispute originated as a Faculty Association grievance.

35.12 Access to Information

Any grievor and the Association shall have the right to receive from the party grieved against any information relevant to the matter in dispute. Such information shall be provided in advance of the arbitration hearing, to give the grievor time to prepare a case. However, the University is

not obliged to supply copies of any internal communications from one member of management to another, nor is the Association required to supply copies of any internal communications from one member of the Executive to another or from a Member to an Executive member where that Member is involved in a complaint or grievance, unless such document is referred to in this Agreement. Neither Party shall be required to supply documents protected by solicitor/client privilege.

ARTICLE 36 DURATION OF AGREEMENT

36.1 This will be a two (2) year agreement from April 1, 2010 – March 31, 2012.

ARTICLE 37 INTELLECTUAL PROPERTY

37.1 The Parties agree to include the Employer's Intellectual Property Board of Governors Policy C1010 (approved April 13, 2007) as information for Members. The Policy is included as Appendix D of the Collective Agreement.

**APPENDIX A MEMORANDUM OF UNDERSTANDING:
Workload and JCOAA after 2010-11 Bargaining Round**

A.1 The Parties recognize their mutual interest in discussing the documents and topics listed below after the conclusion of bargaining in the 2010-11 round:

- i) Workload Units Table;
- ii) Periods for Research, Scholarship, and Professional Development free of teaching and librarianship;
- iii) Faculty and Librarian Performance and Development Planning Forms (PDP).

A.2 The Parties agree to consult in an open and transparent way on the documents and topics identified here, and recognize that Member contribution to their development is indispensable, as is consideration of the University's teaching needs and business model.

A.3 The Parties agree to establish June 1, 2011 as the date at which the development and negotiation of the above documents and topics will begin. The Parties also agree to make every reasonable effort to conclude the documents and topics and for appropriate preparation and training in time for the 2011/12 planning cycle beginning in November, 2011.

A.4 This MOU is subject to Article 9, Joint Committee on the Administration of the Agreement.

**APPENDIX B MEMORANDUM OF UNDERSTANDING
Initial Assignment to Ranks for Current Librarian Members**

B.1. The Parties agree that Librarian Members employed by the University upon the signing of this Agreement at the University have pursued their careers here in the context of prevailing administrative direction on prioritization of various components of their work in the Library.

B.2. In determining appropriate ranks for current Librarian Members, it is agreed that this context for their employment at the University needs to be properly acknowledged in the assignment of ranks. Specifically, the balance of librarianship as defined in Article 23 (Members' Rights, Duties and Responsibilities), research and scholarship, and service requirements in the past at the Library may mean that Members have not built the research and scholarship and service records that they otherwise might have.

B.3. In recognition of this reality, the assessment of Librarian Members for purposes of assigning them to ranks will look closely at the quality of the actual work undertaken at the University consistent with the directives of the Administration, and professional accomplishments inside and outside the University.

B.4. Notwithstanding the assessment process used to determine assignment to a rank, it is understood that, in the future, Librarian Members will be required to organize their professional efforts in conformity with a revised expectation of the balance of librarianship

as defined in Article 23 (Members' Rights, Duties and Responsibilities), research and scholarship, and service appropriate to their rank.

B.5. Process for Placement of Current Librarian Members

- a) An Adjudication Committee that consists of four (4) voting members, two from the Association membership, chosen by the Association, one of whom must be a professional librarian external to the University; and two from the academic Administration, chosen by the Vice-President (Academic), one of whom must be a professional librarian external to the University, shall be charged with placing current Librarian Members in the ranking structure outlined in this Agreement.

All external members of the Committee will be of a rank or position senior enough to appropriately assess the candidates for assignment to the ranks.

- b) The quorum for the Adjudication Committee is established at four (4). A simple majority vote in favour of a particular placement is required to confirm that placement. In the event that these requirements are not met, the Member's case will be adjudicated by the Appeal Panel established in clause B.5.c. The decision of the Adjudication Committee will be communicated in writing to each Librarian Member. Written reasons for a decision will be provided only upon notice of intent to appeal the decision.
- d) An Appeal Panel will be established to consider cases for which a simple majority vote for a particular rank has not been achieved by the Adjudication Committee where a quorum existed.

The Appeal Panel consists of a Member of the Association, chosen by the Association, the Vice-President (Academic) or delegate, and a third person agreed to by these two people, who must be a professional librarian external to the University. The Panel as constituted above hears all cases. The Vice-President (Academic) will choose a delegate when he is in a position of conflict, and may choose a delegate at other times. The external member of the Panel will be of a rank or position senior enough to appropriately assess the candidate for assignment to the ranks.

- d) An appellant to the Appeal Panel is required to present a clear and cogent case and present reasons for his disagreement with the decision of the Adjudication Committee in writing to the Appeal Panel.

All references to the Appeal Panel must be in the hands of the President of the Association and the Vice-President (Academic) within fourteen (14) calendar days of the notification to the Librarian Member of the decision of the Adjudication Committee.

The decision of the Appeal Panel in all cases is final and cannot be appealed.

B.6. Criteria to be used for the Placement of Current Librarian Members

- a) Criteria to be used for the placement of Librarian Members in ranks will reflect norms used in universities to assign academic librarians to ranks: the professional duties of librarianship as defined in Article 23 (Members' Rights, Duties and Responsibilities), research and scholarship, and service.

Decisions made by either the Adjudication Committee or the Appeal Panel will be informed in the same way, by a variety of factors including, but not limited to, the following:

- i) rank and/or relevant professional experience and standing achieved prior to coming to the University;
 - ii) record of professional achievement at the University, which includes librarianship as defined in Article 23 (Members' Rights, Duties and Responsibilities) and, where appropriate, research and scholarship and service;
 - iii) record of related non-academic experience and achievement prior to coming to the University.
- b) The Adjudication Committee and the Appeal Panel are charged with taking a holistic view of cases and with making a determination of placement on the balance of all the evidence.
 - c) It is the Member's responsibility to provide relevant information to the University Librarian or designate within forty-five (45) days of the signing of this Agreement. If the Member fails to provide relevant information to the University Librarian or designate within forty-five (45) days of the signing of the Agreement, the Vice-President (Academic) will make a final determination of rank, which cannot be appealed.
 - d) The Association and the University agree that the processes as described above are the transitional processes for the placement of current Librarian Members and are without prejudice to future ranking procedures.

APPENDIX C MEMORANDUM OF UNDERSTANDING

Compensation Framework for Librarians

- C.1** Both Parties recognize the importance of establishing a salary schedule for Librarian Members similar in structure to that for Faculty. Both Parties also recognize the mutual benefits of concluding collective bargaining in a timely manner.
- C.2** A Librarian Member who held a full-time position with the University prior to the signing of this Agreement will continue at his annual salary as of April 1st, 2010.
- C.3** A Librarian Member receiving a promotion in rank shall receive an increase of 1.8% on the salary paid to the Member prior to the promotion. This increase will be applied to the Librarian Member's base salary on April 1st of the year following the application.
- C.4** A new Librarian Member's annual salary shall be determined at the time of appointment by the University Librarian in negotiation with the Librarian Member. This annual salary will be reasonably commensurate with those of current Librarian Members.
- C.5** All clauses in Article 27 (Faculty Compensation Framework) still in effect at the signing of this Agreement will be interpreted in such a way as to include all Members equally.

- C.6** Changes or amendments to this Memorandum of Understanding may be made by mutual consent of the parties at any time.

APPENDIX D MEMORANDUM OF AGREEMENT Intellectual Property Policy

The Parties agree to include the attached INTELLECTUAL PROPERTY Board of Governors Policy C1010 (approved April 13, 2007) as information for Faculty. The Policy will be Appendix D of the Collective Agreement. Furthermore, the parties recognize that the Board of Governors reserves the right to amend this policy from time to time in accordance with governance procedures and protocols.

As needed, Appendix D will be updated with any future Intellectual Property Policy amendments.

INTELLECTUAL PROPERTY POLICY AND PROCEDURES Board of Governors Policy C1010

D.1 Preamble and Purpose

This Policy applies to intellectual property (IP) created by members of the RRU community. This Policy is written within the context of a vital academic community and its values, which include openness, sharing of ideas, collegiality, research, academic freedom and support for students. RRU recognizes its role in generating benefits for society through the creation, preservation, and transfer of knowledge, dissemination of research findings and creative activities, and where appropriate, encouraging the application of its research and creativity in tangible ways. This Policy is a vehicle by which the application of research and creative results are encouraged and facilitated. RRU supports the principles of creator owned IP whenever possible/feasible. Accordingly, this Policy is designed to establish and promote those principles and provide a supportive climate for the development of IP and the provision of services based on mutually beneficial partnerships that respect the interests of researchers and creators, RRU, and the wider community. In establishing this Policy, consideration has been given to: (a) the historical practices of RRU and its goals as an institution for the future; (b) the current thinking on IP within other Canadian post-secondary institutions and at the federal level; (c) the standards and traditions in diverse academic disciplines; and (d) the need to maintain consistency with other RRU policies and procedures.

More specifically, the purpose of this Policy is to:

- D.1.1** Provide a supportive climate and incentives for intellectual and creative development, innovation, and entrepreneurship by members of the RRU community, including students;
- D.1.2** Acknowledge that RRU has an obligation, within a framework of respect for copyright and patent principles, to disseminate the products of scholarly activity to benefit the creators, the institution, and the public;

- D.1.3** Provide a framework for effective development and utilization of discoveries for the economic benefit of British Columbia and Canada which would be in the interests of the public and RRU;
- D.1.4** Provide the potential for gaining funds and other resources to be used to promote and aid research and creative activities, employee and student entrepreneurship, and technology transfer at RRU;
- D.1.5** Ensure RRU meets its obligations to funding sponsors and assist RRU members in fulfilling the terms of grants or contracts with respect to intellectual property (as defined in Section D.2);
- D.1.6** Provide safeguards for the equitable protection and disposition of proprietary rights and recognize and uphold the principles of scholarly integrity and academic freedom in the commercialization of IP for the protection of RRU and its community;
- D.1.7** Establish a set of procedures to address ownership, disclosure, publication, commercialization, and disposition and sharing of revenues associated with RRU IP, and when such sharing is in dispute, provide an effective dispute resolution mechanism.

D.2 General Overview of the IP Policy and Procedures (see also Attachment 1 for a visual outline of this section)

The RRU IP Policy and Procedures applies to all members of the RRU community (see definition of ‘members’ below). RRU supports creator owned IP, subject to certain exceptions specifically designed to ensure the ability of the University to effectively carry out its normal course of business (for example, IP generated as part of prescribed and assigned duties are typically owned by or freely accessible to RRU).

All IP developed using RRU resources must be disclosed to RRU, though such disclosure is normally not required of RRU students as part of their normal educational activities (see Section D.6).

Where IP is anticipated to be commercially viable and/or there is any intent to commercialize, such IP must be disclosed to the University prior to the commencement of any commercialization related activities. Upon disclosure, RRU will work with the creator to evaluate the potential commercial viability of the IP and the ability and/or desire of RRU to provide further support towards commercialization.

Where RRU declines to support commercialization of IP, the creator is then free to pursue such activities, but without using additional RRU resources, and with no further recourse owed to RRU.

Where RRU offers to support commercialization of the IP, the creator can choose whether to work with RRU or pursue commercialization on their own. When the creator chooses to pursue commercialization on their own, they must do so without using additional RRU resources and they are also required to provide a portion of their future realized revenues back to the University in recognition of the support RRU provided in the initial development of the IP. When

the creator chooses to pursue commercialization with RRU, an agreement to this effect will be entered into between RRU and the creator, and this agreement will detail revenue sharing. Once such an agreement is signed, RRU and the creator will work in partnership to try to successfully commercialize the IP.

RRU's portion of any such realized commercialization revenues will be used to support further RRU research, faculty, employee, and student activities as well as RRU general operations. The creator's share of any such commercialization revenues may be used at the creator's discretion.

D.3 Definitions

D.3.1 "Commercialization" means the creation of commercial processes, products and/or services derived in whole or in part from IP.

D.3.2 "Conflict" includes, but is not limited to, both conflict of interest and conflict of commitment. In order to avoid Conflict situations and, in a manner consistent with RRU's Conflict of Interest Policy and other RRU policies that reference Conflict of interest, RRU Members shall:

- a) Not engage or become connected in any business undertaking for gain without prior written approval, specifying the specific terms and conditions of such undertaking, from the appropriate Vice President or his/her delegate; and
- b) Avoid any situation in which any actual, potential or perceived Conflict of interest may arise, and to report to his/her supervisor any such actual, potential or perceived Conflict of interest of which they may become aware.

Conflict related to IP may arise from the distribution of materials (primarily but not limited to education related materials) developed using RRU Resources, whether for commercial gain or non-commercial purposes, while the RRU Member is employed by, under contract to, or otherwise affiliated in any way with RRU, and where such distribution would potentially make the RRU Member, or the third party to which the material is to be distributed, a competing entity with RRU. Such Conflict would occur, for example, when a RRU Faculty member provides an academic course developed and/or offered at RRU to another university (without the consent of RRU), while the RRU Faculty member is still employed or under contract to RRU.

D.3.3 "Courseware" means textbooks, instructional websites, software, or other instructional materials, created in either hardcopy, electronic or any other format by a RRU Member. Courseware may also include unique or newly created or amended technical processes, tools, or systems that are required to effectively deliver a RRU course or program, either through a website or through other electronic means. Courseware does not include the Substance of a Lecture (see Section D.3.16).

D.3.4 "Creator(s)" means the author, inventor, initiator or developer of IP, including but not limited to co-creators.

D.3.5 "Direct Costs (of Tech Transfer and/or Commercialization Support)" means RRU's costs and fees (including legal fees and/or agents' fees), which it can account for, associated with the acquisition, protection, management and/or Commercialization

of IP, directly by RRU, or its technology transfer designate or service provider. Direct Costs also include the costs of obtaining and maintaining IP protection, preventing unauthorized use or infringement of IP, support for prototype or proof of concept development, or legal costs associated with negotiating and implementing licenses or other internal or external Commercialization-related agreements with third parties. Direct Costs may also include funds for research where such support has been provided through internal RRU research or related grants. Direct Costs may also include fees or other costs associated with RRU contracting for external technology transfer services or related support. Direct Costs do not include costs associated with RRU administrative staff time or services or overhead costs, for example, as provided by the RRU research administrative office.

D.3.6 “Exceptional Use of RRU Resources” means when the Creator receives or uses more than normal support towards the development of their IP or receives time and/or other RRU Resources specifically dedicated to the development of the IP. Exceptional Use of RRU Resources includes, for example: (a) paid release time from regularly assigned duties where the primary purpose of this is the creation of new instructional media; (b) direct discretionary investment by the University of funds or staff, or the purchase of special equipment or materials for a project; (c) extraordinary use of multimedia production personnel and facilities; or (d) extraordinary use of computing resources. Exceptional Use of RRU Resources may also include the ability of the Creator to use RRU’s name or logo, the use of voice or images of RRU students or staff, significant use of images of the RRU campus, and/or substantial creative contribution(s) by RRU employees or students in connection with the Creator’s IP in instances where the Creator wishes to distribute or Commercialize the IP external to RRU. Exceptional Use of RRU Resources does not normally include the customary/ordinary use by RRU Members of their office, computer, University computing infrastructure, support staff, supplies, and library resources. Exceptional Use of RRU Resources also does not normally include a RRU Member’s basic salary or the provision of or access to overhead or administrative support typically associated with the delivery of the University’s administrative services including the Office of Research. Exceptional Use of RRU Resources also does not normally include the customary/ordinary use by RRU students of their classrooms, student labs, computing facilities, and library resources.

D.3.7 “Intellectual Property” (“IP”) is the result of intellectual, creative or artistic activity, created by a RRU Member in a scholarly, professional or student capacity, including but not limited to inventions, processes, designs, word marks, design marks, logos, slogans, Publications (including scholarly Publications), educational materials, evaluation tools, computer software, original works of art or performing rights, industrial designs, new plant varieties, confidential information and know-how that can be protected by intellectual property rights such as patent, copyright, trademark, integrated topography, plant breeders’ rights and trade secrets.

D.3.8 “Prescribed and Assigned Duties” mean duties or activities applicable to the core business of RRU (i.e. the delivery and administration of educational programs and courses) undertaken by a RRU Member as part of their normal course of employment. Such duties may be specifically assigned by a supervisor (verbally or in writing as part of an employment or other contract), or may be initiated by the

RRU Member himself/herself as part of the person's need or desire to do their job to the best of their ability. Examples of Prescribed and Assigned Duties include, but are not limited to:

- a) For RRU Faculty: the development of educational course materials for RRU academic programs or courses to which the faculty member has been assigned to teach (e.g. program outlines and guides, PowerPoint presentations, exams, etc.) and which may include both Courseware and/or the Substance of a Lecture, and/or the generation of RRU Faculty Research Activities and Products (see Section D.3.10 for definition).
- b) For all other RRU staff: the development of databases and collection of information, development of processes, creation of electronic tools and systems (e.g. websites and information technology systems), information brochures and promotional materials, and production of commissioned or requested studies, reports or descriptive handbooks.

D.3.9 "RRU Faculty" refers to faculty as defined in the RRU Collective Agreement (i.e. a full-time or part-time member of the faculty of RRU as defined by the RRU Board of Governors to conduct teaching, research, and administration).

D.3.10 "RRU Faculty Research Activities and Products" means activities undertaken or products produced by RRU Faculty that are associated with research and/or development projects and includes all scholarly activities. Research Activities and Products may be generated as part of a research grant, a research contract, an institutional based consulting contract, an institutional service contract relating to academic matters or any other institutionally based contract other than direct instructional contracts.

D.3.11 "RRU Member(s)" includes the following: RRU employees, including full-time, part-time, casual and contract employees, RRU Faculty (as defined in Section D.3.9), RRU graduate and undergraduate students, other non-degree students, RRU post-doctoral fellows, research grant and contract employees, visiting workers and those otherwise affiliated with the university (e.g., visiting professors, etc.).

D.3.12 "RRU Resources" means RRU facilities, RRU's physical structures, classrooms, research laboratories, capital equipment, technical facilities, services and personnel; RRU services, including the administration of funds received by RRU in the form of grants, contracts or other support provided by RRU, affiliated agencies, or partners, or external sponsors; and specifically the use of RRU's name, logo, or use of voice or image of RRU students or staff, or significant use of images of the RRU campus.

D.3.13 "Policy" means this RRU IP Policy and Procedures, including any and all supporting documentation, forms and related RRU policies, and the relevant sections of other RRU agreements and policies, as applicable.

D.3.14 "Publication" means making IP available to the public by way of speech, print, paper, electronic or other means.

D.3.15 "Revenue" means all revenues derived in whole or in part from Commercialization by a Creator or by RRU, and whether by the Creator alone or jointly with RRU, including without limitation net of expenses (which may be carried forward from year to year to offset gross revenue) arising from Commercialization, proceeds from royalties, profit-sharing, lump sum payments, and sale of equity shares (related to an exit or acquisition event); but does not include the funding or financing of research projects sponsored by a partner as part of a continuing program of collaborative research or the funds referred to in Section D.7.7.

D.3.16 "Substance of a Lecture" means course or program outlines, handouts, PowerPoint or other image or written presentation formats, materials, notes, and teaching assignments and examination related materials that are distributed or made available from the lecturer or program/course coordinator to students as part of a RRU educational program, course or class. Substance of a Lecture may also include unique or newly created technical processes, tools, or systems that are required to effectively deliver such courses, classes or programs.

D.4 Applicability

D.4.1 This Policy applies to all RRU Members.

D.4.2 This Policy applies to all IP created using RRU Resources, even in situations where the Creator has left or will be leaving the University and plans to use, distribute or Commercialize such IP independent of RRU, unless there is a written agreement with RRU (Vice President Academic and Provost or President or delegate) to the contrary.

D.4.3 This Policy also applies to: (a) IP created by external research contractors, unless there are written contract clauses that stipulate otherwise and that have been approved by RRU senior administration (Vice President or President or delegate), and (b) other persons providing services to RRU under a contract for services or a written agreement.

D.4.4 This Policy applies to the Creator and her/his heirs, successors, and assigns and RRU's successors and assigns.

D.4.5 This Policy does not apply to:

- a) IP created in the course of non-RRU activities and/or where the IP was created without using RRU Resources.
- b) IP created during activities conducted wholly while on an unpaid leave of absence away from RRU.
- c) IP created by non-RRU Members but whose IP is used by RRU Members, except in circumstances where a non-RRU Member collaborates with a RRU Member and RRU Resources are used or by virtue of a particular contractual arrangement.

D.5 The IP Policy and Procedures

- D.5.1** RRU Supports Creator owned IP (subject to Section D.5.4) in keeping with its obligations pursuant to the BC University Act and the relevant federal intellectual property laws and the common law respecting patents, industrial design, trademarks, copyright, integrated circuit topography, plant breeders rights and trade secrets, wherein RRU retains ownership to IP (see Article 37 of the Collective Agreement).
- D.5.2** In support of the principles of Creator owned IP, RRU Members retain full right, title and interest to their IP (subject to Sections D.5.4, D.5.5 and other relevant provisions of this Policy), including as follows:
- a)** The Substance of a Lecture developed by RRU Faculty (in such case, the lecturer), whether delivered in the classroom or via other means, are owned by the Creator, as is Courseware developed by RRU Faculty using RRU Resources, subject, in both cases, to Section D.5.4(b) and Section D.5.5(a). RRU Faculty are entitled to use such Substance of Lectures or Courseware for commercial or non-commercial non-RRU purposes, subject to the disclosure requirements under Section 6 and other provisions of this Policy, and provided such activities are not in Conflict with their position at RRU, and provided the Creator does not use any RRU Resources for the distribution of such Substance of a Lecture or Courseware to non-RRU entities, and provided the Creator also does not make any use of or reference to RRU Resources or suggest any affiliation with RRU, unless the Creator has express written approval of a RRU Vice President level authority to the contrary.
 - b)** RRU Faculty Research Activities and Products developed using RRU Resources are owned by the Creator, subject to Section D.5.4 and Section D.5.5(b) and Section D.6, and except in specific situations wherein it is pre-agreed that such activities undertaken by a RRU Faculty will be owned by RRU.
 - c)** IP created by a RRU Member exclusively under an undergraduate or diploma or certificate program as part of the course of completing the requirements for an academic degree, certificate or other academic program is owned by the Creator, subject to any employment or other obligations between such RRU Members and RRU, and subject to any other obligations between such RRU Members and any external parties that sponsor or support student academic activities (e.g. companies that provide real-client student projects as part of an academic program).
 - d)** IP created by a RRU Member exclusively under a graduate student program as part of the course of completing the requirements for an academic degree is owned by the Creator, provided the RRU Member and the supervising faculty member have agreed in writing that the RRU Member is the sole Creator (in circumstances where the graduate student is claiming sole ownership), and subject to any employment or other obligations between such RRU Members and RRU, and subject to any other obligations between such RRU Members and any external parties that sponsor or support student academic activities.

D.5.3 While RRU supports Creator owned IP, the provisions of Sections D.5.1 and D.5.2 shall not apply in the event a Creator voluntarily assigns or transfers any interest in their IP to RRU to enable RRU to assist the Creator with Commercialization, or for other purposes mutually agreed to. RRU, at its discretion, may accept such assignment or transfer and, thereafter, may transfer or license its ownership or interest to other third parties (see Commercialization Procedures, Attachment 2, attached to this Policy).

D.5.4 The following are exceptions to RRU's Creator owned Policy:

- a) Prescribed and Assigned Duties - RRU owns all IP, including moral rights, resulting from the work of RRU Members as part of their Prescribed and Assigned Duties, unless otherwise agreed to in writing, and with the exception of the provisions for RRU Faculty under Sections D.5.2(a) and D.5.2(b).
- b) Contract Employment Duties for the Production of Educational or Other Materials
 - i) Educational Materials - RRU owns all IP resulting from the performance of a written contract for service, agreement or commission in which RRU and the Creator have agreed to RRU's ownership, including but not limited to products prepared for on-campus, distance education and/or continuing education courses and purchased outright by RRU, and other types of teaching or research-related materials, production of which is initiated at the request of RRU, subject to a written agreement and/or license between RRU and the Creator to the contrary.
 - ii) Other Materials - RRU also owns all other IP created as administrative or other tools, systems, processes, etc, resulting from the performance of a written contract for service, agreement or commission in which RRU and the Creator have agreed to RRU's ownership, subject to a written agreement and/or license between RRU and the Creator to the contrary.
- c) Sponsored Research and Development (R&D) Partnerships – a sponsoring agency may own the rights to IP developed in the course of sponsored research, or require different IP ownership provisions pursuant to a written agreement which must have prior approval by both the Creator and the Vice President Academic and Provost or President or Associate Vice President Research or delegate.

D.5.5 Under this Policy, RRU retains a royalty-free, perpetual right to use:

- a) For any purposes, the Substance of a Lecture and Courseware developed by RRU Faculty using RRU Resources as part of their Prescribed and Assigned Duties, and where such use includes the right of RRU to modify, distribute and/or sell such Substance of a Lecture and Courseware.
- b) For scholarly, academic, research, and other internal purposes of a non-commercial nature, all IP developed by RRU Members, including RRU

Faculty Research Activities and Products, where RRU Resources were used in the development of the IP.

- D.5.6** Under this Policy, in all cases, the Vice President Academic and Provost (or delegate) and/or the Associate Vice President Research, and/or the Dean of the Faculty/School (or their designate) or Senior Manager of a Division will determine whether the research or activity connected with the IP involves any ownership obligations to an outside sponsor, party, or to RRU.
- D.5.7** Creators retain their traditional right to determine, within reason, the timing and nature of Publication of research and other academic results, except:
- a) When restriction on such Publication is in accordance with other RRU policies and procedures.
 - b) Where RRU has obtained the willing consent of the Creator prior to entering into a third party agreement which would preclude or restrict the Creator's ability to communicate their results.
- D.5.8** Consistent with RRU Graduate Student Regulations, nothing in this Policy shall preclude a graduate student from publishing his/her thesis in any form at any time, without the informed consent of the graduate student and, as applicable, the informed consent of the graduate student's supervisor.
- D.5.9** Wherein RRU retains ownership of IP or IP is assigned or transferred by the Creator to RRU, RRU will inform (and, where possible, seek consent from) the Creator before entering into third-party or other agreements which would preclude or restrict the Creator's ability to communicate the results of research.
- D.5.10** Given IP often results from collaborative or co-operative efforts among RRU Members and external parties, RRU encourages Creators to discuss ownership of IP and potential for Commercialization with staff of the RRU Office of Research or RRU Technology Transfer Office (TTO) or its equivalent. If Commercialization is anticipated and there is more than one Creator, a written agreement among the Creators regarding ownership sharing and procedures and the impact of Commercialization should be concluded as early as possible and before any negotiations related to Commercialization are commenced with third parties.
- D.5.11** Under this Policy, when students or other supervised persons are involved, the supervising person is obligated to inform the students or other supervised persons of the intent to Commercialize and inform them that the Office of Research or TTO (or equivalent) will advise them of all relevant policies, with the goal of achieving arrangements that are fair and equitable.

D.6 Disclosure

- D.6.1** Under this Policy and because of RRU's: (a) responsibility to be accountable to government and the public; (b) legitimate interest in being informed of the

activities of its employees and students in this area; (c) obligations regarding contract research, IP, and liability and related issues; (d) right to a share of the Revenue earned from Commercialization of the IP developed using RRU Resources; and (e) interest in ensuring it has the opportunity to offer Commercialization related support through its TTO or other offices, disclosure of all IP, commercial or non-commercial, developed using RRU Resources is required by RRU Members, as follows:

- a) For scholarly Publications and much of the other typical creative activity by RRU Faculty and researchers, disclosure of IP of a non-commercial nature shall normally be through the annual updated curriculum, through discussions with or presentations to a supervisor, or by other acceptable RRU procedures.
- b) Any Creator who intends or elects to Commercialize IP that has been developed using RRU Resources must disclose such intention to RRU, whether the Creator intends to Commercialize his/her IP independent of or with the support of RRU, and where such disclosure must occur prior to commencement of any Commercialization activities, including initiation of discussions or negotiations with any third parties. Such disclosure must be in writing to:
 - i) The RRU Office of Research or RRU TTO or equivalent, and
 - ii) The Dean of the Faculty or other administrative heads of non-academic units or School Director (for students who use significant RRU Resources; see Commercialization Procedures), and where these administrative groups will then forward the information to the appropriate other RRU offices.
- c) The disclosure requirements in Sections D.6.1(a) and D.6.1(b) do not normally apply to RRU students who develop IP during the normal course of their academic requirements (e.g. class assignments, reports and presentations) and who do not make Exceptional Use of RRU Resources, and where other RRU Members have not contributed to the creation of the student's IP, and where no obligations exist with respect to external sponsors. In such situations, RRU recognizes that it has no right to share in Revenues realized from such student developed IP, unless an agreement with RRU or its technology transfer representative is reached to the contrary (for example, where a student voluntarily enters into an agreement to access RRU tech transfer services or other RRU administrative offices for support towards the Commercialization of their IP). Students are encouraged to approach the RRU Office of Research or their Dean to determine whether their creation falls within this exemption or whether they have made Exceptional Use of RRU Resources.

D.7 Commercialization and Revenue Sharing

- D.7.1** Fulfilling its role as a research and educational institution, RRU has the right to a share of Revenue earned from Commercialization of the IP developed using RRU Resources, and then to use this Revenue within RRU to promote and provide incentives for the pursuit of research and creative activities, support

employee and student entrepreneurship, and provide resources for technology transfer and other activities at RRU.

- D.7.2** In support of a Creator owned Policy, Creators are, subject to the provisions of this Policy, free to:
- a) Commercialize their IP alone, without involving RRU in the Commercialization process; or
 - b) Request RRU's assistance in Commercializing their IP; or
 - c) Decide not to proceed with Commercialization of their IP.
- D.7.3** The procedures for the Commercialization of non-Courseware IP generated by RRU Members using RRU Resources, and the subsequent sharing of any Revenue realized, is outlined in the Commercialization Procedures, attached as Attachment 2 to this Policy.
- D.7.4** The procedures for the Commercialization of Courseware generated by RRU Faculty using RRU Resources are as follows:
- a) The Commercialization of Courseware is also as outlined in the Commercialization Procedures, attached as Attachment 2 to this Policy, subject that the requirement and mechanism for RRU to share in Revenue (as per Section D.7.1 and Attachment 2) shall not apply in instances where the annual Revenues generated from such Courseware Commercialization are less than \$5,000 in a calendar year – in such cases the Creator may retain all such Revenues – however, in situations where the Commercialization of Courseware realizes Revenues in excess of \$5,000 annually, RRU shall be entitled to 50% of all such Revenues in excess of \$5,000.
 - b) The University acknowledges that it cannot Commercialize Courseware developed by RRU Faculty using RRU Resources, in situations where such development was not part of the Creator's Prescribed and Assigned Duties, without the prior written agreement of the Creator.
- D.7.5** The RRU Office of Research shall be responsible for the reporting and administration of the proceeds of Commercialization to Creators and other third parties, as applicable.
- D.7.6** For the purposes of determining the allocation and/or split of Revenue, either RRU or the Creator may require the other to provide an accounting of all Revenues and funds received and expenses incurred with regard to IP covered by this Policy.
- D.7.7** Speakers' honoraria, reimbursement of travel expenses or out-of-pocket expenses, and similar payments received by a Creator in the course of the normal dissemination of knowledge are not considered Revenue for the purposes of this Policy.

D.8 RRU's Share of Revenue

- D.8.1** RRU's share of Revenue from Commercialization of IP shall be administered under the authority of the Vice President Academic and Provost and shall be used to support further RRU research, faculty, employee, and student and technology transfer activities and, also, RRU general operations.
- D.8.2** Any realized Revenue under \$5,000 shall not be subject to any Revenue sharing mechanism and shall be awarded solely to the Creator.
- D.8.3** RRU's portion of any realized Revenue that totals in excess of \$5,000 and less than \$500,000 in a fiscal year shall be distributed as follows:
- a) 40% to the Creator's Faculty or Division (to be used at the discretion of the Dean or Senior Manager)
 - b) 60% to be further subdivided as follows:
 - i) 20 % to the Office of the Vice President Academic and Provost
 - ii) 20 % to the Office of Research
 - iii) 20% to the Office of the Vice President Finance
- D.8.4** RRU's portion of any realized Revenue in excess of \$500,000 in a fiscal year will go into RRU general operations to be distributed at the discretion of the University.

D.9 Implementation and Interpretation of this Policy

- D.9.1** The Vice President Academic and Provost has executive responsibility for implementing this Policy and will be the final decision authority on behalf of RRU for any Commercialization related agreements entered into under this Policy.
- D.9.2** IP that was created prior to the approval of this Policy shall be reviewed by RRU and its Office of Research in consultation with the Creators, to determine the applicability of any prior and relevant RRU agreements, policies and procedures.
- D.9.3** With respect to other persons, questions of interpretation or application of this Policy shall be referred to the President, whose decision shall be final.

D.10 Resolution of Disputes

- D.10.1** If a dispute arises among Creators regarding their relative contributions to the creation of IP and such dispute cannot be settled by the individuals involved, the advice and assistance of the RRU Vice President Academic and Provost, the Office of Research, the Faculty Dean and/or other administrative equivalents will be sought.
- D.10.2** Disputes between the Creator and RRU regarding the provisions of this Policy which cannot be resolved through informal consultation shall be referred to appropriate dispute resolution processes set out in agreements and or collective agreements for such RRU Members or the appropriate set of other RRU policies

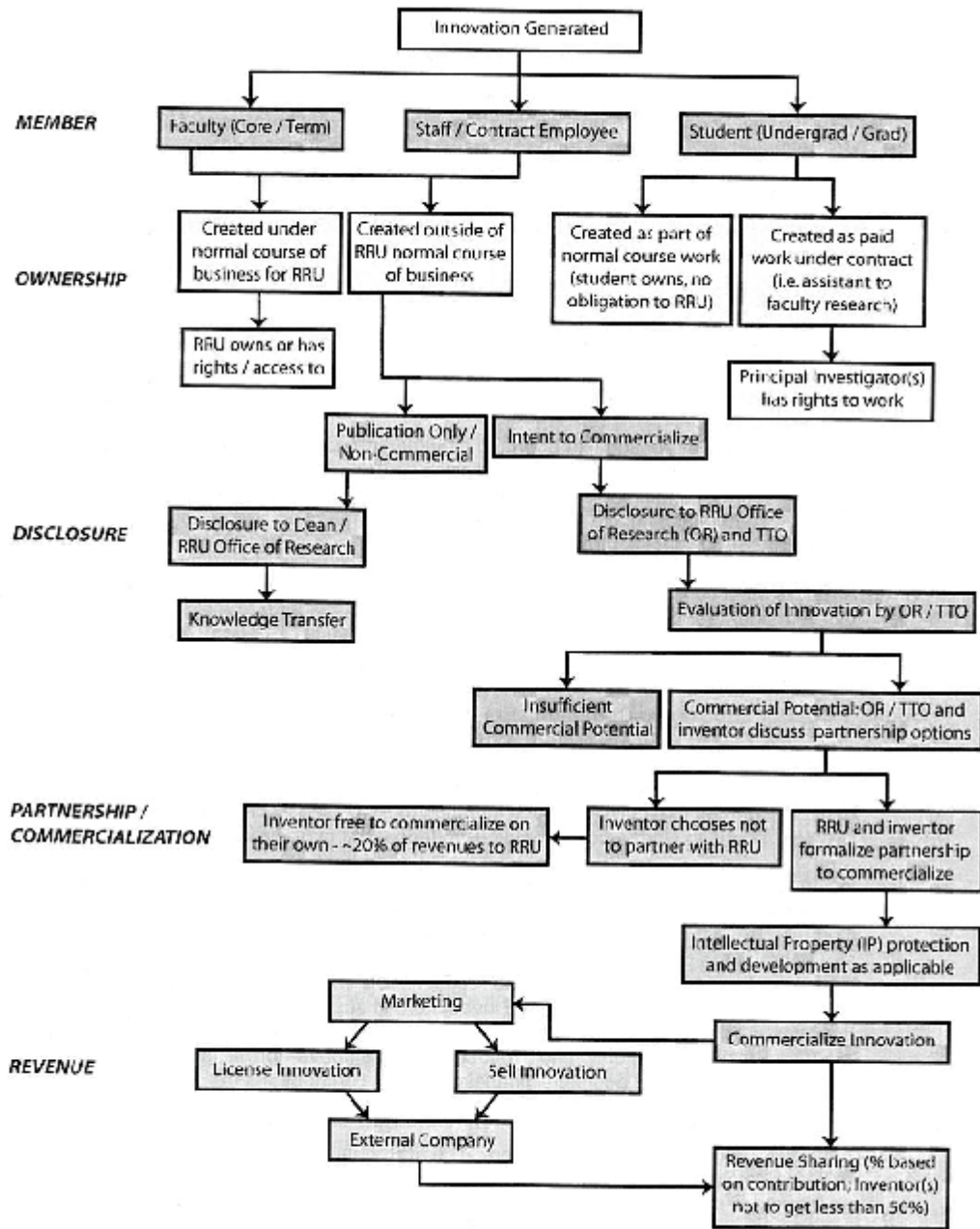
or regulations governing the RRU constituent group of which the Creator is a member. In situations not covered by existing agreements or policies, RRU and the parties involved will agree upon a dispute resolution mechanism using a third party outside of the process and where this person may be from within the institution.

D.10.3 Where the relationship between the Creator and RRU may be governed by more than one agreement or set of policies or regulations owing to multiple activities of the Creator within RRU, then that agreement or set of policies or regulations which relate to the primary status of the Creator will apply for purposes of actions under Section D.9 of this Policy.

D.11 Amendments

D.11.1 Major amendments to this Intellectual Property Policy and Procedures must be approved by the RRU Board of Governors.

ATTACHMENT 1 – OUTLINE OF THE GENERAL ELEMENTS OF THE IP POLICY



Intellectual Property Policy and Procedures

ATTACHMENT 2 - COMMERCIALIZATION PROCEDURES

General:

1. All RRU Members are eligible to access RRU's technology transfer related resources to potentially support the Commercialization of their IP in accordance with the procedures and guidelines outlined in this Policy.
2. Creators are encouraged to disclose their intent to Commercialize as soon as reasonable after the decision to Commercialize the IP has been made, or as soon as research or other creative results demonstrate applications of a commercial potential (as Creators of IP should be aware that Publication may introduce deadlines for proprietary protection of IP).
3. RRU shall make all reasonable efforts to maintain the confidentiality of proprietary and business information of Creators when disclosing IP and Commercialization plans to RRU personnel, including staff of the Office of Research and other RRU administrative groups. Creators shall make all reasonable efforts to maintain and not disclose proprietary or business information of RRU.
4. Creators must consult with and obtain the approval of RRU via the appropriate RRU Vice President (or designate) before using RRU's name, logo, facilities or resources in connection with any commercial activities.

Option 1 Creator chooses to Commercialize his/her IP alone, without involving RRU (or its TTO or equivalent) in the Commercialization process.

1. Any Creator who intends or elects to Commercialize IP that has been developed using RRU Resources must disclose such intention to RRU (see Section D.6), whether the Creator intends to Commercialize their IP independent of or with the support of RRU.
2. When RRU directly, or through its Office of Research or TTO or equivalent, indicates an interest in supporting Commercialization of the IP, but the Creator chooses to Commercialize the IP without using RRU services and support, RRU will assert its right to a share of the proceeds and will normally receive 20% of all Commercialization Revenue received by the Creator(s) to reflect RRU's infrastructure and other resource investment and to ensure a return on investment to support further research and creative activities at RRU. Variations to this 20% RRU share may be made, under the authority of the Vice President Academic and Provost, based on above-normal or below-normal use of RRU Resources and additional financial or other contributions from the Creator or other parties.
3. The requirement for the Creator to share 20% of Revenue with RRU shall not apply if RRU indicates in writing (through the Vice President Academic and Provost) that it has no interest in supporting Commercialization of the IP.

When a Creator Commercializes their IP without using RRU services and support, the following restrictions apply:

1. No RRU Resources may be used during the Commercialization of the IP without the express written permission of RRU (Vice President level or designate), and where such RRU Resources, in addition to those outlined in Section D.3.12, include the use of RRU's name, electronic systems (email, phone, fax, etc), and/or the use of representation of the Creator's position at RRU (e.g. using department letterhead for correspondence, etc).
2. No activities may occur or references may be made by the Creator that suggest or commit RRU to any form of association with, responsibility for, or liability associated with, the Commercialization of the IP, without the express written permission of RRU (Vice President level or designate).

Option 2 Creator chooses to request RRU assistance in the Commercialization of his/her IP.

1. Any Creator who intends or elects to Commercialize IP that has been developed using RRU Resources must disclose such intention to RRU (see Section D.6), whether the Creator intends to Commercialize their IP independent of or with the support of RRU.
2. Upon disclosure, the Vice President Academic and Provost or the RRU Office of Research or RRU TTO or equivalent (as designate) will work with the Creator to determine the commercial potential of the IP and whether investment of RRU Resources in Commercialization is warranted.
3. If RRU declines to invest or support the Commercialization of the IP, the Creator may pursue Commercialization alone as per Option 1 above, but where RRU waives its right to receive 20% of Revenue (i.e. per Option 1, item 3).
4. When RRU directly, or through its Office of Research or TTO or equivalent, agrees to support Commercialization of the Creator's IP and the Creator desires to work with RRU, the Creator will be required to make an assignment to RRU of all rights in and to the IP to enable RRU to act effectively on the Creator's behalf.
5. Following any such assignment, RRU will commence Commercialization activities, with the support and involvement of the Creator, and pursue protection of the IP, as applicable. Commercialization activities and support to be provided by RRU and its TTO or equivalent may include:
 - a. Evaluation of commercial potential
 - b. Protection of IP
 - c. Identification of commercial partners
 - d. Prototype development support
 - e. Access to continued use of RRU Resources, facilities and equipment
 - f. Access to additional public and private funding sources
 - g. Assisting with the creation of new ventures through advice on business planning, legal matters and capital acquisition

- h. Agreements and contracts development and negotiation
 - i. Administration and distribution of Revenues
6. The aforementioned assignment agreement will also detail a Revenue sharing agreement between the Creator and RRU where the guidelines for such Revenue sharing will typically be as follows:
- a. Any realized Revenue under \$5,000 shall not be subject to any Revenue sharing mechanism and shall be awarded solely to the Creator.
 - b. Where realized Revenue is in excess of \$5,000, RRU (or its Office of Research and/or TTO or equivalent) will first be re-paid for all past Direct Costs before any Revenues are distributed to the Creator.
 - c. After re-payment of Direct Costs, all additional Revenues shall typically be shared between the Creator(s) and RRU as follows:
 - i. **50% Creator(s) – 50% RRU**; if significant RRU (or its TTO or equivalent) Resources were used in the development of the IP, and if RRU or its Office of Research (or its TTO or equivalent) is required to put significant direct and/or indirect investment into IP protection (e.g. patenting) and/or other Commercialization activities; or
 - ii. **50%-75% Creator(s) - 25%-50% RRU**; if significant RRU (or its TTO or equivalent) Resources were not used in the development of the IP and/or if significant IP protection is not required and/or RRU (or its TTO or equivalent) does not have to put significant other direct and/or indirect investment into Commercialization activities.
 - d. The exact Revenue sharing formula between the Creator and RRU, under 6.c, will be discussed and agreed to between RRU and the Creator once the path to Commercializing the IP has been agreed to by the parties. Further variations to these formulae may be made, under the authority of the Vice President Academic and Provost, based on above-normal or below-normal use of RRU Resources and additional financial or other contributions from the Creator or other parties. Further variations to these formulae are also possible regarding the compensation tied to the formation of spin-off companies or for the Commercialization of student IP.
7. If RRU fails to make reasonable efforts to Commercialize the IP for any 12-month period of time, RRU will assign its rights back to the Creator, if so requested by the Creator. RRU must also give reasonable notice to the Creator, and in any case, notice of not less than one month, if RRU decides that it will not pursue or maintain the protection of IP. Under such cases the Creator may still pursue Commercialization alone, as per Option 1 above.

IN WITNESS WHEREOF, the University and the Association have executed this Agreement in duplicate by their respective officers, hereunto duly authorize this 22 day of May, 2013 signed in the City of Victoria, Province of British Columbia.

ON BEHALF OF THE UNIVERSITY:



Allan Cahoon
President and Vice-Chancellor



Stephen Grundy
Vice-President Academic and
Provost



Dan Tulip
Vice-President and
Chief Financial Officer

ON BEHALF OF THE ROYAL ROADS
UNIVERSITY FACULTY ASSOCIATION:



Kenneth Christie
President



Tony Boydell
Vice-President



Jessica Mussell
Librarian Member at Large

