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# FRAMEWORK AGREEMENT

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**THIS FRAMEWORK AGREEMENT IS MADE BETWEEN:**

**The University of Victoria Faculty Association**  
(hereafter called the “Association”)

**AND**

**The University of Victoria**  
(hereafter called the “University”)

Any changes adopted by the Parties and any interpretations of the Joint Committee on Administration of the Agreement relating to any section of this Agreement will be posted on the websites of the Parties

*ALERT: The 2010-2012 Salary and Benefits Settlement has been incorporated into this document as [Appendix A](#), this replaces the 2006-2010 Salary Settlement, which is now posted on the VPAC website as “Appendix A3”. This document has also been updated with consequential amendments resulting from the Salary Settlement. A list of all Consequential and Editorial Amendments to this document can be found [here](#). This copy of the Framework Agreement was last amended November 1, 2010.*

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## 1.0 PREAMBLE

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

## 2.0 DEFINITIONS

For the purposes of this Agreement:

**2.1 “Academic Unit” or “Unit”** means a Faculty, School, or Department, and includes the University Libraries, as appropriate in the context.

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

**2.3 “Agreement”** means this Framework Agreement.

**2.4 “Association”** means the University of Victoria Faculty Association.

**2.5 “Big Salary Base”** is as defined in the latest Salary Settlement and may be subject to negotiation.

**2.6 “Chair”** means the Chair of a Department and includes the Director of a School.

**2.7 “Co-parent”** is as defined in *Article 49.2*

**2.8 “Department”** means a Department of a Faculty and includes a School within a Faculty.

**2.9 “External Professional Activity”** is as defined in *Article 68.1*.

**2.10 “Faculty”** means an academic unit that is so named and approved by the University Senate and Board of Governors but does not include the Faculty of Graduate Studies unless the text of an Article expressly refers to the Faculty of Graduate Studies.

**2.11 “Faculty Member”** means a person holding one of the following academic appointment classifications at the University:

- (a) A tenured appointment or an appointment with eligibility for tenure as
  - i) Assistant Professor,
  - ii) Associate Professor,
  - iii) Professor, or
  - iv) A grant-tenured appointment or an appointment with eligibility for grant-tenure at any of the above ranks.
- (b) A tenured appointment as Teaching Professor;
- (c) Senior Instructor;
- (d) Limited Term appointment with a term of more than one year appointed at the rank of Assistant, Associate or Professor or appointed as a Senior Instructor;. This includes a person who has held a Limited Term appointment with a term of more than one year and who, immediately following the end of that appointment, is reappointed for a further term, regardless of the length of that further term.
- (e) Artist-in-Residence;
- (f) Lecturer, and
- (g) Academic Administrator;

each of whom is represented by the Association.

**2.12 “Grant-Tenure”** means an academic appointment without term where funds to support more than 50% of the salary for the appointment come from an external source and that may be terminated by the University in accordance with *Article 10.4.2* if external funds are no longer available to pay the proportion of the Faculty Member’s salary that was anticipated at appointment or in any way in which a tenured appointment or an appointment with eligibility for tenure could be terminated.

**2.13 “Librarian”** means a person holding a Regular Librarian Appointment (probationary or confirmed) or Limited Term appointment as a Librarian and includes an Archivist, each of whom is represented by the Association.

**2.14 “Line Authority”** means a Dean, Associate Vice-President or Vice-President designated under *Article 11.11.2*

**2.15 “Member”** means a Faculty Member or a Librarian.

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

**2.17 “Other contributions”** is defined in *Article 13.1.2(c)*.

**2.18 “Parties”** means the University and the Association.

**2.19 “Professional Performance (Librarians)”** is defined in *Article 13.3.2(a)*.

**2.20 “Reasonable apprehension of bias”** has the meaning described in *Article 69.11*

**2.21 “Regular Academic Appointment”** means any one of the following appointments:

- (a) A tenured appointment or an appointment with eligibility for tenure as
  - i) Assistant Professor
  - ii) Associate Professor
  - iii) Professor, or
- (b) A tenured appointment as Teaching Professor, or
- (c) Senior Instructor.

**2.22 “Regular Librarian Appointment”** means either one of the following appointments:

- (a) a probationary status Regular appointment; or
- (b) a confirmed Regular appointment.

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

**2.24 “Salary Settlement”** means a salary and benefits settlement between the Parties and includes an agreement between the Parties, a mediated settlement, and an arbitrated award.

**2.25 “Scholarship related to teaching”** is as defined in *Article 13.1.2(a)*.

**2.26 “Scholarly and professional achievement”** is defined in *Article 13.1.2(b)* when used in respect of Faculty Members and in *Article 13.3.2 (b)* when used in respect of Librarians; “**scholarship**” is synonymous with scholarly and professional achievement.

**2.27 “Teaching Effectiveness”** is defined in *Article 13.1.2(a)*.

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

**2.29 “University”** means the University of Victoria.

**2.30 “University Service”** is defined in *Article 13.3.2(c)*.

**2.31 “Working day”** means a day when the University of Victoria is open for business.

## **3.0 RECOGNITION OF ASSOCIATION**

### **3.1 Represented Positions**

The University recognizes that subject to *Articles 3.2.1* and *3.2.2*, the Association represents and has the exclusive authority to negotiate and enter into this Agreement, the agreements referred to in *Article 7.1*, and other agreements that may be negotiated from time to time on behalf of employees of the University who hold an academic appointment specified in *Articles 2.11* and *2.13*.

By signing this Agreement, the University does not voluntarily recognize the Association as a trade union representing Members nor is it establishing with the Association a collective bargaining relationship that is governed by the Labour Relations Code.

### **3.2 Persons Holding Excluded Positions**

#### **3.2.1 Persons Holding Specified Administrative Appointments**

The Association does not represent and does not have the authority to negotiate or enter into an agreement on behalf of persons with any of the following appointments (including any period of leave):

- (a) President;
- (b) Vice-Presidents;
- (c) Associate Vice-Presidents;
- (d) Deans;
- (e) Associate Deans;
- (f) University Librarian;
- (g) Associate University Librarian, Reference and Collections;
- (h) Associate University Librarian, IT and Technical Services;
- (i) Associate University Librarian, Law;
- (j) any person appointed to any of the above positions in an acting capacity.

#### **3.2.2 Other Persons Holding Excluded Positions**

The Association does not represent and does not have the authority to negotiate or enter into an agreement on behalf of any of the following:

- (a) persons appointed by the University to specific negotiating or advisory roles in negotiations with the Association;
- (b) persons appointed by the University to represent the University in an administrative tribunal or judicial proceeding to which the Association is a party; and
- (c) persons appointed by the University to positions with responsibilities that are in conflict with the interests of the Association and the Members it represents.

For the purposes of procedures relating to tenure and promotion, including appeals to the University Review Committee, the persons described in this Article have all the rights of a Member under this Agreement.

### **3.3 Representation After Termination of Administrative Appointment**

A Member excluded under *Article 3.2.1* or *3.2.2* will be represented by the Association on completion of her or his term of office.

### **3.4 No Requirement of Membership in Association**

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

## **4.0 ASSOCIATION DUES AND FEES**

### **4.1 Deduction of Association Dues, Fees and Assessments**

#### **4.1.1 New Appointees**

After this Agreement comes into force, notwithstanding *Article 3.4* and subject to *Article 4.2*, each Member, whom the Association represents as specified in *Article 3*, will have deducted from her or his salary or wages for remission to the Association on that person's behalf the aggregate of the following amounts:

- (a) the current membership dues of the Association; and
- (b) any fees or assessments levied by the Association for which notice has been provided to the University by the Association under *Article 4.1.4*.

#### **4.1.2 Existing Appointees – Deduction Where Written Authorization**

(a) Where an existing appointee has delivered a written authorization to the University prior to the commencement of this Agreement, the University will continue to deduct and remit the aggregate of the following amounts to the Association:

- i) the current membership dues of the Association, and
- ii) fees or assessments levied by the Association for which notice has been provided to the University by the Association under *Article 4.1.4*.

(b) Where an existing appointee has delivered a written authorization to the University prior to the commencement of this Agreement, the University will continue to deduct and remit the aggregate of the following amounts to the credit of the Faculty Association Scholarship Fund:

- i) the current membership dues of the Association, and
- ii) fees or assessments levied by the Association for which notice has been provided to the University by the Association under *Article 4.1.4*.

#### **4.1.3 Membership Dues and Revisions**

Membership dues of the Association in effect on the date that this Agreement comes into force shall continue until the Association provides the University with a notice of revised dues signed by the President of the Association.

#### **4.1.4 Additional Fees and Assessments**

The Association may provide the University with a notice, signed by the President of the Association, of additional fees and assessments that are payable by Members provided that the method of deduction is administratively feasible.

Additional fees and assessments shall:

- (a) be an even dollar amount, and
- (b) apply equally to all Members in an appointment classification.

#### **4.1.5 Required Notice of Changes**

The Association will provide the University with at least 30 days notice of any

- (a) revised membership dues, or
- (b) additional fee or assessment.

## **4.2 Contribution to Scholarship Fund as an Alternative**

4.2.1 A Member may deliver a notice in writing signed by the Member to the Manager of Payroll, University of Victoria, and the Association directing the University not to pay the amounts deducted from the Member's salary under *Article 4.1* to the Association and directing the University to remit that amount to the Faculty Association Scholarship Fund.



4.2.2 A Member, who has delivered a notice to the University under *Article 4.2.1*, may reverse it by delivering a notice in writing signed by the Member to the Manager of Payroll, University of Victoria, and the Association, directing the University to deduct the amounts specified in *Article 4.1.2* and remit them to the Association.

4.2.3 A notice delivered to the University by a Member under this Article shall take effect in the pay period that begins thirty days after receipt of the notice by the University.

### **4.3 Remission of Dues and Information About Members**

#### **4.3.1 Remission of Deducted Amounts**

The University will remit to the Association on a monthly basis the amounts deducted in accordance with *Article 4.1* together with a copy of the Deduction Control Register at the time when the University makes other remissions of funds derived from payroll deductions and in any case not later than the last day of the month following the month in which the deduction is made.

4.3.2 A report shall accompany the monthly remission of deductions that includes:

- (a) the name, rank and department of each Member from whose salary or wage deductions were made;
- (b) the amount deducted for each Member;
- (c) the names of Members whose deductions were remitted to the Faculty Association Scholarship Fund; and
- (d) the deduction start date for new Members.

### **4.4 List of Members and Persons Holding Excluded Positions**

The University will provide the Association with the following reports:

- (a) Monthly, a report of new Faculty Members and Librarians with the rank, salary, and Department of each Member;
- (b) On July 1, a report of all new Faculty Members and Librarians, those newly tenured, promotions, retirements, those who have otherwise left the employ of the University and those on leave in the next 12-month period;
- (c) On September 1, a list of all Members, with the name, gender, rank, department, tenure status and salary of each Member;
- (d) On September 1, a list of names, ranks, departments, and start and end date of term, of all the persons holding excluded positions for that year.

### **4.5 Employment Standards Act**

In the event of any conflict between any of the provisions of this Article and the *Employment Standards Act*, the Parties agree that the University must conform with the requirements of the *Employment Standards Act*.

## **5.0 RIGHTS**

### **5.1 University**

The Association acknowledges that the University retains and shall possess and may exercise all rights, functions, powers, privileges and authority that the University possessed prior to this Agreement coming into force, excepting only those that are specifically relinquished or restricted in this Agreement. The University agrees that in exercising these rights, functions, powers, privileges and authority, it will neither attempt to circumvent the provisions of this Agreement, nor act in a manner that is inconsistent with the terms and conditions of employment set out in it.

### **5.2 Collegial**

The University acknowledges the rights of Members to participate in the formulation and recommendation of academic policies and procedures within the University as members of duly constituted bodies and committees. The University accepts and supports the principle of the participation of Members in the selection of Chairs and senior academic administrators specified in *Article 3.2.1* and *Article 7.6.2*.

### **5.3 Association**

The University acknowledges that the Association retains and shall possess and may exercise all rights, functions, powers, privileges and authority that the Association possessed prior to this Agreement coming into force, excepting only those that are specifically relinquished or restricted in this Agreement. The Association agrees that in exercising these rights, functions, powers, privileges and authority, it will neither attempt to circumvent the provisions of this Agreement, nor act in a manner that is inconsistent with the terms and conditions of employment set out in it.

## **6.0 ACADEMIC FREEDOM**

6.1 In a democratic society, academic freedom in teaching, scholarship, and research is a fundamental value that is essential to the common good. The search for knowledge and the free expression of it are inherent rights that both Parties will protect vigilantly. Academic freedom is the freedom to conduct research, examine, question, teach and learn, and it involves the right to investigate, speculate and comment, as well as the right to criticize and challenge the University, the Association and society at large.

6.2 The Parties agree that they will not infringe on or abridge the academic freedom of any Member. Members have the right, regardless of prescribed doctrine, to be free from the threat of institutional reprisals and arbitrary constraint, and without regard to outside influence, to pursue their academic interests and activities, to conduct research and publish the results thereof, to engage in teaching and discussion, to pursue creative activity, to select, acquire, disseminate, or otherwise use all forms of documentary materials in the exercise of their professional responsibilities.

Except as otherwise specified in this Agreement, Members shall not be hindered in any way by the University or the Association in the exercise of their legal rights, including but not limited to the exercise of their freedom of thought, belief, opinion or expression, nor shall they suffer any institutional reprisals because they choose to exercise such rights.

6.3 Access to information is fundamental to the free pursuit of knowledge. The Parties recognize and agree that subject to the laws of Canada and the Province of British Columbia:

- (a) the collection, organization, and dissemination of knowledge must proceed fairly without censorship based on moral, religious, commercial, political or other grounds;
- (b) Members have the right to collect, organize, disseminate and use any information, knowledge and creative works without censorship; and
- (c) the development of the University Libraries' collections shall proceed without censorship.

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

## **7.0 EXISTING AGREEMENTS, POLICIES, PRACTICES AND PROCEDURES**

### **7.1 Appended Settlements and Policies**

#### **7.1.1 Salary Settlement**

The Salary Settlement in effect from July 1, 2010 to June 30, 2012 is appended to this Agreement as Appendix A and forms part of this Agreement. Previous Salary Settlements, commencing with the Salary Settlement for the period July 1, 2002 to June 30, 2004 are also appended as Appendices sequentially number A1, A2 and A3, with A1 representing the July 1, 2002 Salary Settlement.

#### **7.1.2 Policies and Agreements Appended to this Agreement**

The following University policies and agreements are appended to this Agreement and form part of this Agreement:

- (a) Appendix "A": Salary Settlement;
- (b) Appendix "B": Professional Development Expenses - Regular Faculty Members and Librarians (Policy #1445, last Amended Aug/99);

- (c) Appendix “C”: Reduced Appointments (Policy #4120, as approved Apr/96; last amended Sep/04);
- (d) Appendix “D”: Policy on Intellectual Property (Policy #1180, approved Nov/00);
- (e) Appendix “E”: Conflict of Interest in Student-Faculty Relationships;
- (f) Appendix “F”: List of Limited Term Positions Designated as *Appendix F (for transitional purposes only)*, see *Article 11.11.5*
- (g) Appendix “G”: Deadlines for Reappointments, Tenure and Promotion;
- (h) Appendix “H”: Defence, Indemnity and Liability Insurance (Policy #5770);
- (i) Appendix “I”: Peer Support Program
- (j) Appendix “J”: Memorandum of Agreement Relating to Issues Arising from the Elimination of Mandatory Retirement
- (k) Memorandum of Agreement regarding Salary Anomalies;
- (l) Committee Relating to Administrative Positions in the Library;
- (m) Memorandum of Agreement regarding Workload Issues.
- (n) Letters of Agreement, 2008
  - (i) *Article 57* (formerly *Article 54*) and Senior Instructors
  - (ii) Scholarly Integrity
  - (iii) Transition to Academic Administrator category for current incumbents of Framework Agreement Appendix F positions
  - (iv) Preparation of Appeal Guide
  - (v) Shared Parental Benefits
  - (vi) Financial Exigency

## **7.2 Existing Practices**

7.2.1 Existing Practices are those written policies, practices and procedures approved by the Board of Governors, the President of the University, a Vice-President, or an Associate Vice-President that are:

- (a) known and in force as of January 1, 2000 and that remain applicable to Members; or
- (b) mutually agreed by the Parties in writing to be applicable to Members after January 1, 2000 unless
- (c) such practice has been expressly rendered inapplicable under *Articles 7.8.1 – 7.8.4* to Members on and after January 1, 2000; or
- (d) the subject matter has been otherwise dealt with by this Agreement.

7.2.2 Subject to the provisions of this Agreement, all Existing Practices applicable to the terms and conditions of employment of Members shall remain in effect and unaltered during the term of the Agreement, except as may be specifically agreed between the Parties from time to time.

7.2.3 The onus to show that an Existing Practice exists rests on the person seeking to rely on such practice.

## **7.3 Amendment of Existing Practices**

The University will not introduce amendments to or repeal Existing Practices that affect the terms and conditions of employment of Members, as defined in this Agreement, without the prior agreement of the Association.

## **7.4 New Policies and Procedures**

The University will not adopt new policies or procedures that affect the terms and conditions of employment of Members, as defined in this Agreement, without the prior agreement of the Association.

## **7.5 Safe Working Conditions**

The Parties recognize the importance of healthy and safe working conditions and agree to cooperate in creating and maintaining them.

## **7.6 Selection Procedures**

7.6.1 The Parties acknowledge:

- (a) the role of the Senate of the University in recommending procedures to the Board of Governors for the selection and recommendation of candidates for the positions listed under *Article 7.6.2*; and
- (b) the power of the Board of Governors to establish such procedures that have the approval of Senate.

7.6.2 The University accepts and supports Members' participation in the selection of Chairs and the following senior academic administrators:

- (a) President;
- (b) Vice-President Academic and Provost;
- (c) Vice-President Research;
- (d) Associate Vice-President Academic;
- (e) Associate Vice-President Research;
- (f) Deans of Faculties;
- (g) Associate Deans of Faculties;
- (h) University Librarian; and
- (i) Associate University Librarians

7.6.3 The University accepts and supports the value and importance, as aspects of collegiality at the University of Victoria, of the nature and extent of the participation by Members described in existing procedures for the appointment and reappointment of individuals to the positions described in *Article 7.6.2*.

## **7.7 Consultation**

The forum for consultation regarding the application, development or modification of University policies shall be regularly scheduled meetings between representatives of the Association (President and members of the Executive) and the University (President, Vice-President Academic and Provost, and such others as are designated by the President).

## **7.8 Documents and Policies that are no Longer Applicable**

### **7.8.1 Tenure Document**

After this Agreement comes into force, the *Tenure Document* of the University of Victoria no longer applies to Members.

### **7.8.2 Terms of Appointment – Professional Librarians (TOAD)**

After this Agreement comes into force, neither *Terms of Appointment – Professional Librarians* nor any part of the Terms of Appointment Document for Administrative and Academic Professional Employees any longer apply to Librarians.

### **7.8.3 Policies**

After this Agreement comes into force, the following University policies no longer apply to Members, except for leaves that commenced prior to January 1, 2001:

- (a) Faculty Recruitment Policy (#1130);
- (b) Policy On Conflict Of Interest And Confidentiality (#1310);
- (c) Conflict Of Interest In Employment Practices (#1330);

- (d) Faculty Salary and Benefit Negotiations (#1402, Approval Date: Nov/92, amended Jan/93, and replaced by Salary and Benefit Negotiation Procedures Agreement [*Article 73* of this Agreement]);
- (e) Policy on Academic Leave for Faculty (#1515);
- (f) Leave of Absence Without Pay (#1520);
- (g) Political Leave Policy (#1530);
- (h) Maternity, Adoption and Parental Leave Policy (#1535);
- (i) Sick Leave Policy and Procedures (#1540);
- (j) Research Regulation: Patent Plan (#1230, approved Apr/83, and replaced by the Policy on Intellectual Property appended to this Agreement as Appendix “D”).

#### **7.8.4 Guidelines**

After this Agreement comes into force, the following University Guidelines no longer apply to Members:

- (a) Guidelines On Conflict Of Interest In Student-Faculty Relationships (#1320);
- (b) Guidelines for Short-Term Appointments (#1410);
- (c) Guidelines for the Transfer of Regular Faculty Appointments (#1415); and
- (d) Guidelines on the Position of Senior Instructor (originally issued by the Office of the Vice-President Academic and Provost on 11/91 and amended 11/93).

## **8.0 NO WITHHOLDING OF SERVICES OR LOCK-OUTS**

There shall not be any withholding of services by Members and the University shall not lock-out Members for the term of this Agreement.

## **9.0 EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

9.1.1 The University and the Association are committed to ensuring equal opportunities for members and to ensuring that no systemic discrimination or unnecessary barriers (including discriminatory or hostile environments) to the full participation of Members exist or arise. The University and the Association are committed to the identification and removal of discriminatory barriers to the selection, hiring, promotion and training of persons in designated equity groups.

9.1.2 There shall be no discrimination, interference, restriction or coercion exercised or practiced regarding any term or condition of employment, including but not limited to

- salary
- rank
- appointment
- promotion
- tenure
- confirmed appointment
- termination of employment
- lay-off
- study leave
- other leaves or benefits

by reason of

- age (except as provided in Article 9.2)
- race
- colour
- ancestry
- place of origin
- citizenship (except for new appointments provided through this Agreement)

political affiliation or belief  
religion  
creed  
marital status  
family relationship  
serious physical or mental ill-health or disability (provided that such condition can be accommodated to provide the ability to carry out the assigned duties of the position)  
language (except where the lack of language competence would impede the effective carrying out of duties)  
sex  
sexual orientation  
gender identity  
physical attributes  
conviction of a criminal or summary conviction offence that is unrelated to the Member's employment  
investigation by the Member's professional association into behaviour unrelated to the Member's employment  
place of residence (provided that the place of residence does not impede the carrying out of any part of the Member's assigned duties)  
membership or participation in the Association  
any other prohibited ground of discrimination that is stipulated in the *British Columbia Human Rights Code*.

9.2 This Article does not apply to any personnel benefits that have been mutually accepted by the parties or which make actuarial distinctions on the basis of age or to appointments or accommodations made under a mutually agreed employment equity program.

Notwithstanding the University's duty to accommodate under human rights law, *Article 9.1.2* does not apply with respect to a refusal, limitation, specification or preference by the University based on a bona fide occupational requirement.

## **10.0 APPOINTMENTS**

### **10.1 Appointment Classifications**

#### **10.1.1 Tenured and Tenure Track Classifications**

Appointments with eligibility for tenure may be made at any of the following academic ranks:

- (a) Assistant Professor;
- (b) Associate Professor;
- (c) Professor; and
- (d) A grant-tenured appointment or an appointment with eligibility for grant-tenure may be made at any of the above ranks.

Tenured appointments may be made at any of the above-listed ranks or at the rank of Teaching Professor.

#### **10.1.2 Other Classifications**

Other appointments covered by this Agreement may be made only in the following classifications:

- (a) Senior Instructor;
- (b) Librarian;
- (c) Limited Term;
- (d) Artist-in-Residence
- (e) Lecturer, and
- (f) Academic Administrator

10.1.3 An appointment at the rank of Teaching Professor may be made when a Senior Instructor is promoted to that rank or a person is hired at that rank. Teaching Professor is a tenured appointment. The workload assignment and

study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching.

#### **10.1.4 Appointments Without Remuneration**

The University retains the right to make appointments without remuneration including:

- (a) adjunct appointments;
- (b) honorary appointments;
- (c) appointments where an academic appointment is advantageous for obtaining or holding a research grant to conduct research in connection with the University; and
- (d) affiliate appointments for physicians teaching in the Island Medical Program whose employment is with the University of British Columbia Faculty of Medicine.

#### **10.1.5 Continuation of Other Appointments Until End of Current Term**

Persons, who at January 1, 2000, are holding appointments in classifications other than those listed in *Article 10.1.1*, *Article 10.1.2* and *Article 10.1.3*, and who are fulfilling the responsibilities of Association Members and who are not represented by other bargaining units, may continue in those appointment classifications for the term of their current appointments.

### **10.2 Full-time or Part-time Appointments**

An appointment may be either full-time or part-time.

### **10.3 Joint Appointments**

10.3.1 A person may be jointly appointed in:

- (a) two or more Departments of a Faculty; or
- (b) two or more Faculties.

10.3.2 A joint appointment may be made at the time of a person's initial appointment or later, in accordance with *Article 11.10*.

10.3.3 Joint appointments are available to all classifications of appointment.

### **10.4 Grant-Tenure: Application and Interpretation of Agreement**

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

10.4.2 Where the external funds paying the salary of the Faculty Member appointed with grant-tenure or with eligibility for grant-tenure can no longer fund that portion of the salary obligation to the Faculty Member that was anticipated at appointment (more than 50% of the Faculty Member's salary), the Faculty Member's appointment will normally terminate after the provision of appropriate notice in accordance with *Article 10.4.4* and the University will have no obligation to continue his or her appointment after that date.

10.4.3 Except as provided in this Article, all provisions relating to the appointment, evaluation, tenure or promotion of tenured Faculty Members or Faculty Members with eligibility for tenure apply to the appointment, evaluation, grant-tenure or promotion of grant-tenured Faculty Members or Faculty Members with eligibility for grant-tenure, with the necessary amendments.

10.4.4 A Member whose appointment must be terminated in accordance with *Article 10.4.2* will be notified by the University of the date of termination as soon as the University receives notice that the funding will not be renewed. Where the funding agreement permits funding to be used to provide for a period of notice or salary in lieu of notice, the Member will be entitled to that period of notice or salary in lieu thereof. The letter of offer will describe what provisions are made for notice in the event of termination under *Article 10.4.2*.

## 10.5 Faculty Level Appointments in Departmentalized Faculties

When a departmentalized Faculty seeks to appoint an individual and the Department to which this appointee will be assigned has not yet been identified, once the Department is identified, the individual must be appointed according to the appointment procedures of that Department. Where an Academic Administrator is being appointed who will not be a member of a Department, the procedures of *Article 21.4* will apply.

## 10.6 Open Competition for Initial Appointments

10.6.1 There must be an open competition prior to making any of the following initial appointments:

- (a) tenured appointments or appointments with eligibility for tenure,
- (b) Senior Instructor appointments,
- (c) Librarian appointments, and
- (d) Limited Term appointments where the term exceeds one year.

10.6.2

- (a) An open competition is not required prior to the appointment of:
  - i) NSERC Industrial Chairs;
  - ii) Canada Research Chairs; or
  - iii) other externally funded or endowed positions where an open competition would be inconsistent with the terms of the position.
- (b) An open competition is not required prior to the appointment of a candidate when a Department or School (Faculty in the case of a non-departmentalized Faculty) or the Libraries demonstrates that exceptional circumstances exist where it is in the interest of the University to waive the requirement of an open competition and the request for a waiver is approved by each of the Dean, or the University Librarian, the Vice-President Academic and Provost and, where the appointment is to a unit which makes appointments through an advisory committee, the majority of the Appointments Committee of the unit, who are satisfied that exceptional circumstances exist. In such cases, the candidate must be considered for an appointment in accordance with the normal appointment procedures of the Libraries or the Department and the Faculty, including consideration by the Faculty Advisory Committee if that Committee would normally consider an appointment of this type. In an academic year where one or more candidates are appointed under this sub-Article, the University shall provide by June 30 a report to the Association listing the appointments, confirming that all the required approvals for waiving an open competition were obtained and providing a statement, in accordance with the 2004 practice, of the exceptional circumstances that justified waiving an open competition.

10.6.3 An open competition requires:

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

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

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



- (v) relevant computer listservs or external websites.

## **11.0 TERMS OF INITIAL APPOINTMENT**

### **11.1 Assistant Professor**

#### **11.1.1 Appointment without Tenure**

An initial appointment at the rank of Assistant Professor is made without tenure and carries eligibility for tenure.

#### **11.1.2 Term of Appointment**

An initial appointment at the rank of Assistant Professor is for a term of three years. Where the effective date of an initial appointment is after September 1, the length of the initial appointment shall be for a term of three years plus the length of time between the effective date of the appointment and the following June 30.

#### **11.1.3 Qualifications for Appointment**

Appointment at the rank of Assistant Professor normally requires:

- (a) an earned doctoral degree, the standard terminal academic credential for the discipline, or evidence of appropriate professional achievement; and
- (b) evidence of a potential for effective teaching.

### **11.2 Associate Professor**

#### **11.2.1 Appointment With or Without Tenure**

An initial appointment at the rank of Associate Professor may be made with tenure or with eligibility for tenure.

#### **11.2.2 Term of Appointment Without Tenure**

An initial appointment at the rank of Associate Professor with eligibility for tenure is for a term of four years. Where the effective date of an initial appointment is after September 1, the length of the initial appointment shall be for a term of four years plus the length of time between the effective date of the appointment and the following June 30.

#### **11.2.3 Qualifications for Appointment**

Appointment at the rank of Associate Professor normally requires the following qualifications:

- (a) an earned doctoral degree, the standard terminal academic credential for the discipline, or evidence of appropriate professional achievement;
- (b) evidence of effective teaching; and
- (c) a record of substantial scholarly, professional or artistic achievement within the candidate's discipline.

### **11.3 Professor**

#### **11.3.1 Appointment With or Without Tenure**

An initial appointment at the rank of Professor may be made with tenure or with eligibility for tenure.

#### **11.3.2 Term of Appointment Without Tenure**

An initial appointment at the rank of Professor with eligibility for tenure is for a term of four years. Where the effective date of an initial appointment is after September 1, the length of the initial appointment shall be for a term of four years plus the length of time between the effective date of the appointment and the following June 30.

#### **11.3.3 Qualifications for Appointment**

Appointment at the rank of Professor normally requires:

- (a) an earned doctoral degree, the standard terminal academic credential for the discipline, or evidence of appropriate professional achievement;
- (b) evidence of effective teaching; and

- (c) achievement in scholarly, professional or artistic endeavours that has been recognized at a national or international level.

## **11.4 Senior Instructor**

### **11.4.1 Appointment at the Rank of Senior Instructor Without Tenure**

Appointment at the rank of Senior Instructor is without tenure. Where a Senior Instructor meets the performance standard specified in *Article 15.2.3*, there is a normal expectation of reappointment.

### **11.4.2 Term of Initial Appointment**

An initial appointment at the rank of Senior Instructor is for a term of three years.

### **11.4.3 Qualifications for Appointment**

Appointment at the rank of Senior Instructor normally requires:

- (a) a Master's degree or a higher qualification, or appropriate professional achievement in the discipline; and
- (b) substantial teaching experience at a university or college.

## **11.5 Teaching Professor**

### **11.5.1 Appointment at the Rank of Teaching Professor with Tenure**

Appointment at the rank of Teaching Professor is made with tenure. The workload assignment and study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching.

### **11.5.2 Qualifications for Appointment**

Appointment at the rank of Teaching Professor normally requires:

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

## **11.6 Limited Term Appointments**

Because it is in their mutual interest, the Parties agree that appointments at the rank of Assistant Professor, Associate Professor and Professor normally shall be made with tenure or with eligibility for tenure and appointments as a Senior Instructor, with a normal expectation of reappointment as set out in *Article 15.2.3*. Nevertheless, the Parties recognize that occasionally it will be in the interest of the University to appoint a person at one of these ranks where a person's skills or experience are required only for a limited period of time.

### **11.6.1 Length of Appointment**

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

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

11.6.1.2 A Limited Term appointment may be made at the rank of Senior Instructor:

- (a) under circumstances described in *Article 11.6.1.1(a) or (c)* or where there is a need for the temporary employment of a Senior Instructor; and

- (b) for a term not exceeding two years with one or more renewals such that the length of the initial appointment and any renewals shall not exceed, in the aggregate, five years.

### **11.6.2 Appointment without Tenure**

A Limited Term appointment is without tenure or eligibility for tenure.

11.6.3 At the request of the Association, the University shall provide a report to the Association with regard to the Limited Term appointments made in the academic year preceding the date of the request. The report shall include:

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

## **11.7 Librarian**

### **11.7.1 Types of Appointment**

An appointment as a Librarian is either a Regular Librarian appointment or Limited Term appointment.

- (a) Regular Librarian Appointments

A Regular Librarian appointment is either probationary or confirmed.

- i) Initially, a Regular Librarian appointment normally has probationary status that continues for the period specified in the notice of appointment. A probationary Regular Librarian appointment does not guarantee continuation of employment; however, successful completion of a probationary period shall result in a confirmed Regular Librarian appointment.
- ii) A confirmed Regular Librarian appointment shall carry the expectation of continuation of employment until retirement

- (b) Limited Term Appointments

A Limited Term appointment is for a fixed term of one year or less without any expectation or right of reappointment. A Limited Term Librarian may only be reappointed in accordance with *Article 15.4*.

### **11.7.2 Ranks**

A Librarian may be appointed to any of the following ranks:

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

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

### **11.7.3 Appointment to Ranks**

- (a) **Librarian I**

Appointment at the rank of Librarian I requires:

- i) An undergraduate degree from a university of recognized standing;
- ii) Master's degree from an accredited school of library science or the equivalent in professional education and training in librarianship (or the equivalent in archival science in the case of an Archivist); and
- iii) Potential for professional growth and development.

- (b) **Librarian II**

Appointment at the rank of Librarian II requires:

- i) Qualifications of a Librarian I;

- ii) Demonstrated professional competence through successful performance of assigned responsibilities; and
- iii) Evidence of professional growth and development.

**(c) Librarian III**

Appointment at the rank of Librarian III requires:

- i) Qualifications of a Librarian I; and
- ii) A record of full professional competence and significant achievement in librarianship including evidence of sound independent judgement, creativity and demonstrated ability in an area of library service or library administration.

**(d) Librarian IV**

Appointment at the rank of Librarian IV requires:

- i) Qualifications of a Librarian I;
- ii) A record of consistently excellent performance over a substantial period of time;
- iii) A record of significant and sustained contribution to a university library or similar institution and to the profession; and
- (iv) Evidence of the ability to perform independently at a senior level of librarianship.

## **11.8 Artist-in-Residence**

11.8.1 An Artist-in-Residence is a person who has a national and/or international reputation with distinction in music, theatre, the visual or performing arts or writing.

11.8.2 An Artist-in-Residence is appointed without rank or with a rank specified in *Article 10.1.1*.

11.8.3 An Artist-in-Residence may be appointed for renewable terms of five years each. Where an Artist-in-Residence meets the expected standards of her or his Department, there is a normal expectation of reappointment.

## **11.9 Lecturer**

### **11.9.1 Purpose of and Qualifications for Appointment**

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

### **11.9.2 Appointment without Tenure**

An appointment at the rank of Lecturer is without tenure.

### **11.9.3 Term of Appointment**

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

### **11.9.4 Revision of Appointment with Eligibility for Tenure**

Where prior to the expiration of a Faculty Member's appointment as a Lecturer:

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

the Faculty Member's appointment classification shall be revised to be an Assistant Professor with eligibility for tenure.

Where the above prerequisites are satisfied on or before September 1, an appointment as an Assistant Professor shall be made retroactive to the preceding July 1.

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

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

## **11.10 Joint Appointments**

11.10.1 The notice of appointment of a Faculty Member holding a joint appointment shall specify the Department or Faculty that has the responsibility for matters relating to reappointment, tenure, promotion and salary adjustments.

11.10.2 Prior to the commencement of a joint appointment, the Chair of the Department (Dean of the Faculty in non-departmentalized Faculties) having responsibility for making recommendations about the Member's reappointment and salary, and where applicable, tenure and promotion, shall inform the Member in writing of the allocation of the Member's responsibilities and of the responsibility for such recommendations of the Department (or Faculty).

## **11.11 Academic Administrators**

11.11.1 An Academic Administrator is a person appointed to a position that primarily carries organizational and administrative responsibilities in direct support of the academic mission and that requires qualifications similar to or greater than what would be normally required for a regular academic appointment at an entry level. It does not include appointments of academic administrators made for a fixed term and holding a base faculty appointment, such as a Dean, Chair, or Vice-President and does not include appointments where the main responsibilities are teaching and/or research.

11.11.2 An Academic Administrator need not be appointed to a particular academic Department. If the appointment is not made to a Department, a Dean, Associate Vice-President or Vice-President will be designated as the Line Authority for the appointment and will have the responsibility for making recommendations about the Member's reappointment, evaluation and salary.

11.11.3 An Academic Administrator is appointed for an initial three year term, at one of the following academic ranks:

- a) Assistant Professor
- b) Associate Professor
- c) Professor.

11.11.4 An Academic Administrator is not eligible for consideration for promotion or tenure and any Articles dealing with those processes do not apply to Academic Administrators.

### **11.11.5 Transitional**

11.11.5.1 Appointments listed in Appendix F of the Agreement are included in this appointment category. Where any Appendix F appointment has under the terms of his or her contract an entitlement to Study Leave or other form of Professional Development Leave not in accordance with the terms of *Article 45.0* the Faculty Member must notify the University within 90 days of the coming into effect of this Agreement whether he or she intends to be governed by the terms of his or her previous contract or *Article 45.0*. Where a Member elects to be governed by the terms of his or her previous contract, these terms will continue to apply in any subsequent contract renewal or continuing appointment.

11.11.5.2 Unless indicated otherwise in this Agreement, all benefits will commence effective July 1, 2008. Leave eligibility shall, subject to *11.11.5.1*, commence July 1, 2008; the accumulation of credit towards Professional Development Leaves shall begin at the date of original appointment.

11.11.5.3. An Appendix F Faculty Member who has held his or her position for at least six years as of his or her next scheduled reappointment date will hold a continuing appointment if reappointed.

## **12.0 APPOINTMENT PROCEDURES - LIBRARIANS**

### **12.1 Function of Appointments Advisory Committee (AAC)**

Once a decision has been made to fill a vacant or new position with a Regular or Limited Term Librarian appointment, the AAC shall make a recommendation to the University Librarian regarding the appointment.

### **12.2 Establishment of Committee**

The Libraries must, by February 28 of each year, hold an election, by secret ballot and majority vote of all Librarians with Regular or Limited Term appointments voting, to select the regular members of an AAC to serve for a one year term beginning April 1, and, where necessary to select the alternate member of the AAC to serve for a two year term also beginning April 1. Librarians in excluded positions are not eligible to vote or be elected to the AAC.

### **12.3 Structure of Committee**

12.3.1 Four Librarians with Regular, confirmed appointments, elected from at least two units in the Libraries, pursuant to *Article 12.2*, shall comprise the three regular members and one alternate member of the AAC. Three Librarians shall serve a one-year term beginning April 1, while one Librarian, elected as an alternate, shall serve a two-year term beginning April 1 of every second year.

12.3.2 The regular members of the AAC shall select from their number an Administrative Chair for the Committee. The Administrative Chair will:

- (a) act as the primary liaison with the University Librarian in carrying out the AAC's responsibilities under *Article 12.4*; and
- (b) have primary responsibility for ensuring procedures of the AAC are properly adhered to.

12.3.3 When a decision has been made to fill any vacant or new position with a Regular or Limited Term Librarian appointment, the Librarian (or Librarians) who will supervise the candidate will be added to the AAC. If the candidate is to report directly to the University Librarian, the University Librarian will be added to the AAC. If the supervising Librarian is already one of the regular members of the AAC for the year, an election will be held to appoint an additional Librarian with a Regular, confirmed appointment to the Committee.

12.3.4 Before the search process commences, the regular members of the AAC and the supervising Librarian (s) (or University Librarian) will meet to determine whether the membership of the Committee should be increased. The AAC may decide to increase its number to:

- (a) provide expertise in the area of responsibility of the vacant or new position if current members of the Committee do not have expertise in that area; or
- (b) add a Librarian from within the same unit who would work closely with the candidate; or
- (c) add a member of support staff or a member of the Professional Employees Association who would work closely with the candidate; or
- (d) add a Faculty Member from a discipline relevant to the position.

Normally, where the position to be filled is a Limited Term position, the AAC will not increase the number of Committee members beyond the regular members and the supervising Librarian or University Librarian.

12.3.5 The supervising Librarian for the new appointment or the University Librarian, where she or he is a member of the AAC, shall chair the Committee for all purposes connected with the search. If the supervising Librarian or the University Librarian is unable to serve as the Chair, the AAC shall select another member of the Committee as its Chair for the search process.

12.3.6 If one of the regular members of the AAC is unable to serve on the Committee for any reason, the alternate member shall serve. In no case may a member of the AAC be replaced during the process of any particular search.

## **12.4 Consultation**

When:

- (a) a new Librarian position is proposed; or,
- (b) a Librarian position becomes vacant due to resignation or retirement, and a proposal is made to fill that position;

the University Librarian shall advise the regular members of the AAC who may decide to solicit the views of all Librarians and may also decide to meet with the University Librarian and present written recommendations relating to the consultation. The University Librarian will give the recommendations good faith consideration.

## **12.5 Guidelines**

The AAC and the University Librarian will develop guidelines for consultation with regard to *Articles 12.4* and *57.5*. These guidelines shall be ratified by a majority vote of all Librarian Members voting and any changes thereto shall only be made with the mutual agreement of the University Librarian and the Librarian Members.

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

12.6.1 The AAC shall review a written description of the position to be filled and shall develop a set of criteria for the position. The AAC will circulate the text and criteria to all Librarians.

12.6.2 Advertising a vacant position shall meet the requirements for publicizing the availability of a position as described in *Article 10.6.3*, and in the case of a Regular appointment, it shall be advertised nationally.

12.6.3 Where duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of at least one year, as provided in *Article 57.5.3*, the AAC may limit advertising of the position to the University Campus.

## **12.7 Appointments Advisory Committee Procedures**

12.7.1 The University Librarian shall forward all applications received to the Chair of the AAC.

12.7.2 The AAC shall evaluate all the documentation provided by applicants, with specific regard to the position description and the criteria in *Article 11.7* and shall, in accordance with its evaluation, establish a short list of candidates to be interviewed.

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

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

12.7.5 In the case of a regular appointment, the Chair of the AAC shall request the Advisory Committee on Ranks and Promotions to provide written advice on the rank to be recommended for the AAC preferred candidate. The recommendation of the Advisory Committee on Ranks and Promotions shall be forwarded by the Chair of the AAC to the University Librarian with the AAC recommendation.

12.7.6 In the case of a Regular appointment, any recommendation by the AAC to waive a probationary period shall be decided by majority vote.

12.7.7 The AAC shall recommend the appointment of the selected candidate to the University Librarian. The recommendation shall be in writing and include:

- (a) the rank advised by the Advisory Committee on Ranks and Promotions; and
- (b) in the case of a Regular appointment, a proposal regarding probationary status in accordance with *Article 17.1.2(a)* and *(b)*;

and shall be accompanied by all related documentation.

## **12.8 The University Librarian**

12.8.1 The University Librarian may forward the recommendation to the Vice-President Academic and Provost with a written statement of endorsement.

12.8.2 If the University Librarian declines to forward the recommendation, the University Librarian must provide written reasons to the AAC and must meet with the Committee as soon as possible thereafter to discuss the matter.

## **13.0 EVALUATION OF MEMBERS**

Members are evaluated for the purposes of reappointment, tenure, promotion, salary adjustment, or removal of probationary status for Librarians.

### **13.1 Faculty Members (Other than Senior Instructors and Teaching Professors)**

#### **13.1.1 Evaluation Criteria**

Faculty Members other than Senior Instructors and Teaching Professors are evaluated on the basis of:

- (a) teaching effectiveness;
- (b) scholarly and professional achievement; and
- (c) other contributions

as defined in this Article and as further elaborated in the Faculty Evaluation Policy created pursuant to *Article 74*, the Departmental Standard for attaining tenure and any other Departmental policies further developing the criteria as relevant to the practice of the particular discipline. Any Departmental policies creating greater specificity for these criteria must be consistent with the Framework Agreement and the Faculty Evaluation Policy and be approved by the Dean.

#### **13.1.2 Definition and Assessment of Criteria**

##### **(a) Teaching Effectiveness**

Teaching effectiveness means the effectiveness of all of a Faculty Member's methods and forms of teaching and student supervision that are described and evaluated in accordance with the Evaluation Policy of the Faculty in which the Faculty Member holds an appointment. Teaching effectiveness includes contributions to the Departmental or Faculty's teaching program and to scholarship related to teaching as described in the Evaluation Policy of each Faculty. Scholarship related to teaching includes, but is not limited to, the following:

- i) scholarly works relating to teaching, curriculum development or learning in a discipline in which such works would not normally form part of the Member's Scholarly and Professional Achievement;
- ii) presentations and addresses related to teaching, curriculum development or learning in a discipline in which such activities would not normally form part of the Member's Scholarly and Professional Achievement; and
- iii) contributions related to the Unit's teaching program in the form of curriculum development, course design or other contributions that advance the Unit's ability to meet its teaching responsibilities.

The evaluation of teaching effectiveness shall be conducted on the basis of a Faculty Member's teaching dossier that, in addition to teaching evaluations, may include such items as peer reviews, class visits, reviews of syllabi and examinations, evidence of innovative teaching, evidence of contribution to the Departmental or Faculty's teaching program, teaching awards, and scholarship related to teaching.

##### **(b) Scholarly and Professional Achievement (Faculty)**

Scholarly and professional achievement means continuing mastery of one's field of knowledge and the awareness of current scholarship in one's own and closely related fields, and the nature, quality, and extent of one's research, professional, and creative activity as described in the Evaluation Policy of the Faculty in which the Faculty Member holds an appointment.

Scholarly and professional achievement shall be evaluated in all possible manifestations and may include the following, as specified in each Faculty's Evaluation Policy and any relevant Departmental policies:

- i) publications and scholarly papers, especially insofar as they reveal the quality of research;
- ii) other forms of creative achievement in areas that are directly relevant to a Faculty Member's discipline;
- iii) awards and fellowships granted by institutions other than the University;



- iv) membership on boards or councils devoted to research and professional affairs and in certain fields the extent to which the Faculty Member's professional services are in demand by academic and professional organizations outside the University;
- v) recognition by learned and professional societies; and
- vi) general reputation for scholarship that the Faculty Member establishes among professional colleagues at the University and at other academic and professional institutions.

The evaluation of scholarly and professional achievement shall be conducted on the basis of a Faculty Member's curriculum vitae.

**(c) Other Contributions**

Other contributions means contributions to the University, a profession or the community that are described in the Evaluation Policy of the Faculty in which the Faculty Member holds an appointment.

Each Faculty's Evaluation Policy shall specify the factors that should be evaluated under Other Contributions and may include the following:

- i) contributions through service to or development of the Faculty Member's academic unit;
- ii) service as the Chair of a Department, or the Director of a School, Centre or Institute;
- iii) contributions through service to the University or the Association;
- (iv) contributions to student life;
- (v) attainment of extra-University recognition of a Faculty Member's University related activities that reflects to the advantage of the University; and
- (vi) contributions to the Faculty Member's profession or community that reflect to advantage on the University, including membership on boards or councils devoted to research and professional affairs and in certain fields the extent to which the Faculty Member's professional services are in demand by academic, professional and community organizations outside the University.

**13.2 Senior Instructors and Teaching Professors**

**13.2.1 Evaluation Criteria**

Senior Instructors and Teaching Professors are evaluated on the basis of their

- (a) teaching effectiveness, and
- (b) other contributions

where the paramount criterion is teaching effectiveness, as defined in this Article and as further elaborated in the Faculty Evaluation Policy created pursuant to *Article 74*, the Departmental Standard for reappointment and any other Departmental policies further developing the criteria as relevant to the practice of the particular discipline. Any Departmental policies creating greater specificity for these criteria must be consistent with the Framework Agreement and the Faculty Evaluation Policy, and be approved by the Dean.

Senior Instructors are not evaluated on the basis of their research and scholarship. Nevertheless, there is an expectation that they will keep abreast of current developments in their respective fields and they may be evaluated on the basis of contributions to scholarship related to teaching, which is included in the definition of teaching effectiveness in this Article. Teaching Professors will be expected to make contributions to scholarship related to teaching on an ongoing basis.

**13.2.2 Definition and Assessment of Criteria**

**(a) Teaching Effectiveness**

Teaching effectiveness has the meaning defined in *Article 13.1.2* and shall be evaluated in the manner described in *Article 13.1.2*.

**(b) Other Contributions**

Other contributions has the meaning defined in *Article 13.1.2* and shall be evaluated in the manner described in *Article 13.1.2*.

### **13.3 Librarians**

#### **13.3.1 Evaluation Criteria**

Librarians are evaluated on the basis of:

- (a) professional performance;
- (b) scholarly and professional achievement; and
- (c) University service.

#### **13.3.2 Definition and Assessment of Criteria**

##### **(a) Professional Performance (Librarians)**

Professional performance means the performance of duties and responsibilities devoted to developing, organizing, and maintaining the Libraries' collections and information systems; providing consultation, assistance and instruction to users of the Libraries; and executing supervisory and administrative functions as described in the Evaluation Policy of the Libraries.

##### **(b) Scholarly and Professional Achievement (Librarians)**

Scholarly and professional achievement may include research in an academic subject, archival studies or librarianship; the dissemination of the results of such research; completion of advanced degrees and other relevant educational programs; planning, implementing, or participating in workshops or conferences; participation in scholarly, library, or professional associations; and professional expertise used in service to the community at large as described in the Evaluation Policy of the Libraries.

##### **(c) University Service**

University service may include participation in the work of committees of the Libraries, the University, Faculties, and Departments; in the Association; and in other activities that contribute to the quality of the academic life of the University as described in the Evaluation Policy of the Libraries.

#### **13.3.3 Evaluation of Limited Term Librarians**

A Limited Term Librarian is evaluated for reappointment on the basis of professional performance as stated in *Article 13.3.2(a)*. This evaluation takes place at least one month before the end of the Librarian's term. The supervising Librarian, or her or his delegate, shall meet with the Limited Term Librarian and prepare a written evaluation based on the evaluation criteria in the Libraries' Evaluation Policy and the Framework Agreement.

### **13.4 Academic Administrators**

#### **13.4.1 Evaluation Criteria**

Academic Administrators are evaluated on the basis of their:

- (a) administrative contributions; and
- (b) teaching effectiveness, scholarly and professional contributions, where the appointment includes such duties.

#### **13.4.2 Definition and Assessment of Criteria**

(a) Administrative contributions will be determined by the nature of the position description for the particular role.

(b) Teaching effectiveness, scholarly and professional achievement will have the meaning set out in *Article 13.1.2*

It will normally be expected that an Academic Administrator will be assigned some duties relating to teaching, research or both. The Line Authority will provide an Academic Administrator at the time of his or her appointment with a written description of the criteria according to which his or her performance will be evaluated.

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

### **13.5.1 Higher Expectations of Performance with Promotion and Experience**

Higher standards of quality in performance are expected when a Faculty Member is promoted from one rank to another and with the number of years in rank. Performance standards may be further defined by the Faculty's Evaluation Policy or by other Departmental policies as described in *Articles 13.1.1* and *13.2.1*.

### **13.5.2 Adjustment of Standards**

The Parties agree that it is their responsibility and commitment to improve the stature of the University by adjusting the evaluation standards to parallel its growing excellence in the global academic community.

## **13.6 Curriculum Vitae**

Faculty Members are expected to:

- (a) maintain a curriculum vitae, which is updated annually, that records their scholarly achievements, that may include scholarship related to teaching, and other contributions; and
- (b) provide a copy of her or his curriculum vitae to the Chair of each Department and Dean of each Faculty of which the Faculty Member is a member.

A curriculum vitae shall be in the form described in the Evaluation Policy of the Faculty in which the Faculty Member holds an appointment. A Faculty Member's curriculum vitae is a public document that is to be kept on file in the office of the Faculty Member's Department (Faculty in the case of a non-departmentalized Faculty).

## **13.7 Teaching Dossier**

Faculty Members are expected to:

- (a) maintain a teaching dossier, which is updated annually, that documents their teaching effectiveness; and
- (b) provide a copy of her or his teaching dossier to the Chair of the Department (Dean in the case of a non-departmentalized Faculty).

## **13.8 Student Evaluations of Teaching Effectiveness**

### **13.8.1 Aggregated Statistical Results of Teaching Evaluations**

Evidence of teaching effectiveness shall include complete aggregated statistical results of all teaching evaluation questionnaires administered during the period of review, in accordance with the Evaluation Policy of the Faculty in which the Faculty Member holds an appointment, or the Faculty in which the course is offered; however, anecdotal or subjective student comments will be included only if the Faculty Member chooses to include them as specified in *Article 13.8.3*.

### **13.8.2 Other Teaching Evaluations**

In addition to the data specified in *Article 13.8.1*, evidence of teaching effectiveness may include complete aggregated statistical results of all teaching evaluation questionnaires administered by the Faculty Member in a course during the period of review; however, the Faculty Member is not obliged to submit or include anecdotal or subjective student comments.

### **13.8.3 Student Comments**

A Faculty Member may choose to include anecdotal or subjective comments by students or former students in her or his teaching dossier. Where such comments are included that have been collected as part of a survey of students in a course, all the comments from that course must be included in the Faculty Member's teaching dossier.

## **13.9 Evaluation Policies**

13.9.1 Each Faculty and the Libraries must have an Evaluation Policy as described in *Article 74* setting out the matters required by this Article and by the Salary Policy (*Article 74*).

13.9.2 Every Evaluation Policy must be reviewed by the Faculty or the Libraries (as applicable) by December 31 of the year in which a new Salary Settlement comes into effect. Any amendments consequent upon that review must be

developed in consultation between the Dean (or the University Librarian) and the Faculty (or Libraries) and must be submitted to the Faculty Members (or Librarians) and the Vice-President Academic and Provost for approval.

13.9.3 Every Evaluation Policy must contain provisions for taking into account any adverse impact of Sick Leave, Long Term Disability, Maternity, Parental, Adoption or Special Leave on the evaluation of the Member's performance.

## **14.0 REVIEW OF CAREER PROGRESS**

### **14.1 Non-tenured Faculty Members with Eligibility for Tenure**

#### **14.1.1 Performance Expectations to Attain Tenure**

14.1.1.1 Whenever a Faculty Member is appointed with eligibility for tenure, the Department Chair (Dean in the case of a non-departmentalized Faculty) is responsible for providing the Faculty Member with a written statement of current performance expectations with regard to attaining tenure in the Department (Faculty in the case of a non-departmentalized Faculty).

14.1.1.2 The performance expectations must be developed by the Chair (Dean) and approved by majority vote of the Department (Faculty) and must be consistent with the Faculty Evaluation Policy. In a Faculty with Departments, the performance expectations must be approved by the Dean.

14.1.1.3 The performance expectations with regard to attaining tenure must be reviewed by the Chair at the time of each new appointment. Modifications of the standards must be approved by majority vote of the Department and must be submitted to the Dean for approval prior to sending them to the new Faculty Member.

#### **14.1.2 Annual Review of Non-tenured Faculty Members**

By May 15 of each year, the Chair of a Department (Dean in the case of a non-departmentalized Faculty) shall meet with each non-tenured Faculty Member whose appointment carries eligibility for tenure to discuss:

- (a) the performance expectations of the Department (Faculty in the case of a non-departmentalized Faculty) with regard to attaining tenure as provided under *Article 14.1.1*;
- (b) the Faculty Member's performance during the preceding 12 months and since the Faculty Member's appointment in relation to the performance expectations of the Department (Faculty in the case of a non-departmentalized Faculty);
- (c) any concerns that the Chair (Dean in the case of a non-departmentalized Faculty) has with regard to the Faculty Member's performance;
- (d) where the Chair (Dean in the case of a non-departmentalized Faculty) identifies any concerns in relation to the Faculty Member's performance, the Chair (Dean) shall identify methods or resources that may assist the Faculty Member to enhance her or his performance; and
- (e) the Faculty Member's research and scholarly activity plan for the forthcoming year.

#### **14.1.3 Written Review**

After the conclusion of the discussion, the Chair of a Department (Dean in the case of a non-departmentalized Faculty) shall prepare a written annual review with regard to each non-tenured Faculty Member with eligibility for tenure that addresses each of the standards for achieving tenure.

#### **14.1.4 Faculty Member Entitled to a Copy of the Written Review**

The written review shall be sent to the Faculty Member by May 31 and a copy of the written review shall be placed in the Faculty Member's Official Performance File.

#### **14.1.5 Faculty Member's Response to the Annual Written Review**

Upon receiving a written annual review, the Faculty Member may send a written response to the Chair (Dean in the case of a non-departmentalized Faculty) who shall place the response in the Faculty Member's Official Performance File.

### **14.1.6 Request for a Reassessment**

Where a Faculty Member believes that her or his written performance review is inaccurate or unfair, the Faculty Member may, within 30 days of receiving her or his written annual review, submit a request for a reassessment.

A request for a reassessment shall include:

- (a) A copy of the written performance review;
- (b) A written statement that specifies the portions of the written annual review that are inaccurate or unfair and describes how those portions are inaccurate or unfair; and
- (c) Copies of any documents that will support the Faculty Member's assertions.

A request for a reassessment shall be sent to the Chair (Dean in the case of a non-departmentalized Faculty) who prepared the written review.

14.1.7 Upon receiving a copy of the request for a reassessment, the Chair (Dean in the case of a non-departmentalized Faculty) may revise the annual written review in a manner that removes the inaccuracies or unfairness identified by the Faculty Member and the revised annual review will be substituted in place of the initial annual review. A copy of the revised review shall be sent to the Faculty Member.

14.1.8 Where the Chair (Dean in the case of a non-departmentalized Faculty) declines to revise the annual written review or the Faculty Member is not satisfied with the revisions, the Faculty Member may request that the annual review be examined by a reviewer. If the Faculty Member and the Chair (Dean in the case of a non-departmentalized Faculty) can agree upon a suitable reviewer, such person shall undertake a review. If agreement cannot be reached with regard to who shall undertake the review, the Dean of the Faculty (Vice-President Academic and Provost in the case of a non-departmentalized Faculty) shall appoint the reviewer. The function of the reviewer is to review the Faculty Member's performance and determine whether the annual written review contains any inaccuracies or unfair comments that should be corrected.

14.1.9 The reviewer shall meet individually with the Faculty Member and the Chair (Dean in the case of a non-departmentalized Faculty) to discuss the content of the annual written review in relation to the Faculty Member's performance.

14.1.10 Where the reviewer concludes that the initial or revised annual written review was accurate and fair, the Faculty Member and the Chair (Dean in the case of a non-Departmentalized Faculty) shall be informed of this conclusion in writing.

Where the reviewer concludes that the initial or revised annual written review was inaccurate or unfair, the reviewer shall prepare a written report that identifies the inaccuracies or unfairness. A copy of the reviewer's report shall be sent to the Faculty Member and the Chair (Dean in the case on a non-departmentalized Faculty) and a copy of the report shall be placed in the Faculty Member's Official Performance File together with a copy of the initial or revised written review.

## **14.2 Tenured Faculty Members**

Upon the request of a Faculty Member, or upon the initiative of the Chair (Dean in the case of a non-departmentalized Faculty), an annual meeting shall be held to discuss the Faculty Member's career progress.

Upon the request of a Faculty Member, or upon the initiative of the Chair (Dean in the case of a non-departmentalized Faculty), the latter shall provide the Faculty Member with a written summary of the discussion.

## **14.3 Senior Instructors**

### **14.3.1 Performance Expectations to Attain Reappointment**

Whenever a Senior Instructor is appointed, the Department Chair (Dean in the case of a non-departmentalized Faculty) is responsible for providing the Faculty Member with a written statement of current performance expectations with regard to attaining reappointment in the Department (Faculty in the case of a non-departmentalized Faculty). A copy of the statement shall be sent to the Dean of the Faculty.

### **14.3.2 Term of Initial Appointment**

During the three-year term of a Senior Instructor's initial appointment, the Chair (Dean in the case of a non-departmentalized Faculty) is required, by May 15 of each year, to conduct a performance review. As part of the review, the Chair of a Department (Dean in the case of a non-departmentalized Faculty) shall meet personally with the Senior Instructor to discuss:

- (a) the performance expectations of the Department (Faculty in the case of a non-departmentalized Faculty) with regard to attaining reappointment;
- (b) the Senior Instructor's performance during the preceding 12 months and since her or his appointment in relation to the performance expectations of the Department (Faculty in the case of a non-departmentalized Faculty);
- (c) any concerns that the Chair (Dean in the case of a non-departmentalized Faculty) has with regard to the Senior Instructor's performance;
- (d) where the Chair (Dean in the case of a non-departmentalized Faculty) identifies any concerns in relation to the Senior Instructor's performance, the Chair (Dean) shall identify methods or resources that may assist the Senior Instructor to enhance her or his performance.

After the conclusion of the discussion, the Chair of a Department (the Dean in the case of a non-departmentalized Faculty) shall prepare a written review that addresses each of the performance expectations for attaining reappointment.

*Articles 14.1.4 to 14.1.10* inclusive apply to performance reviews of Senior Instructors made under this Article.

### **14.3.3 Reappointment Terms**

- (a) After being reappointed to a four-year term, a Senior Instructor shall receive a performance review by the Chair (Dean in the case of a non-departmentalized Faculty) prior to the end of the second year of the reappointment term.
- (b) Upon the request of a Senior Instructor, or upon the initiative of the Chair (Dean in the case of a non-departmentalized Faculty), an annual meeting shall be held to discuss the Senior Instructor's career progress.
- (c) Upon the request of a Senior Instructor, or upon the initiative of the Chair (Dean in the case of a non-departmentalized Faculty), the latter shall provide the Faculty Member with a written summary of the discussion.
- (d) *Articles 14.1.4* and *14.1.5* apply to any performance review conducted under this Article.
- (e) If a Senior Instructor requests a performance review in the third year of a reappointment term, *Articles 14.1.6 to 14.1.10* inclusive apply.
- (f) If a Senior Instructor requests a reassessment after a performance review in the third year of a reappointment term, this reassessment shall, at the request of the Senior Instructor, include any performance reviews made during that term of reappointment.

## **14.4 Librarians**

14.4.1 A Librarian and her or his supervising Librarian shall meet annually to discuss the Librarian's performance based on the Evaluation Policy for Librarians.

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

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

14.4.4 Any forms and procedures used in annual evaluations shall be consistent with the Evaluation Policy for Librarians as provided for in *Article 74.3.5.2* and shall be developed and revised by mutual agreement between the University Librarian and the Librarians.

## **14.5 Academic Administrators**

Whenever an Academic Administrator is appointed, the Line Authority is responsible for providing the Academic Administrator with a written statement of current performance expectations with regard to reappointment.

## **15.0 REAPPOINTMENTS**

### **15.1 Assistant Professor**

#### **15.1.1 Eligibility for Reappointment**

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

#### **15.1.2 Evaluation for Reappointment**

An Assistant Professor is evaluated for reappointment on the basis of:

- (a) teaching effectiveness since being appointed to the University;
- (b) scholarly achievements during her or his career; and
- (c) service and professional activities since being appointed to the University.

#### **15.1.3 Standard for Evaluation**

An Assistant Professor under consideration for reappointment must demonstrate that he or she is making reasonable progress toward meeting the written expectations of her or his Department (Faculty in the case of a non-departmentalized Faculty) with regard to the granting of tenure.

Assistant Professors whose initial appointment was made before July 1, 2000 are evaluated in accordance with the expectations described in the Tenure Document, their respective letters of appointment and written communications to them by their respective Chairs (Deans in the case of non-departmentalized Faculties).

#### **15.1.4 Terminal Year**

Where an application for reappointment by an Assistant Professor with eligibility for tenure is unsuccessful, the Faculty Member shall be offered a terminal appointment for one year.

### **15.2 Senior Instructor**

#### **15.2.1 Term of Reappointment**

A Senior Instructor is eligible to be reappointed for a term of four years.

#### **15.2.2 Evaluation for Reappointment**

A Senior Instructor is evaluated for reappointment on the basis of:

- (a) teaching effectiveness; and
- (b) other contributions.

#### **15.2.3 Standard for Evaluation**

A Senior Instructor under consideration for reappointment must demonstrate that she or he has met or exceeded the written expectations of her or his Department and continues to demonstrate superior teaching effectiveness. Where this is achieved, there is a normal expectation of reappointment.

#### **15.2.4 Continuing Appointment**

15.2.4.1 At the time of the second reappointment and normally in the seventh year of service at the University, a Senior Instructor must be considered for a continuing appointment.

15.2.4.2 Where, prior to July 1, 2008, a Senior Instructor has been reappointed at least twice, the Senior Instructor may, at the time of any subsequent reappointment, request consideration for a continuing appointment. Where the Senior Instructor does not request such consideration, the Senior Instructor will continue to be reappointed in

accordance with *Article 15.2.5*. Nothing in *Article 15.2.4.2* limits the right of a Senior Instructor who has not applied for a continuing appointment to request promotion to Teaching Professor.

15.2.4.3 If a Senior Instructor requests consideration for a continuing appointment under *Article 15.2.4.2* or *Article 15.2.4.4* and is unsuccessful, then subject to any appeal available, the Senior Instructor may continue to be reappointed in accordance with *Article 15.2.5* and may apply at a future date for reconsideration for a continuing appointment, provided that under the provisions of *Article 15.2.5*, the Senior Instructor is reappointed.

15.2.4.4 Notwithstanding *Articles 15.2.4.2* and *15.2.4.5*, a Senior Instructor who has served, as of July 1, 2008, fifteen years as a Senior Instructor at the University may request the Dean to recommend to the Vice-President Academic and Provost that he or she be granted a continuing appointment. The Vice-President Academic and Provost may award a continuing appointment in such a case where the Dean so recommends after the Dean has reviewed the past three years' teaching evaluations, activity reports and any other relevant information from the Senior Instructor.

15.2.4.5 Except as set out in *Article 15.2.4.4*, before a continuing appointment is granted, a Senior Instructor must be reviewed by the Departmental committee that considers reappointments and the Faculty Advisory Committee (in a Faculty with Departments) and be recommended by the Dean as having met the Standard for Evaluation set out in *Article 15.2.3*. The Senior Instructor must include in his or her teaching dossier evidence of two recent peer reviews of teaching.

15.2.4.6 If a continuing appointment is not granted to the Senior Instructor who must be considered for a continuing appointment under *Article 15.2.4.1*, the Senior Instructor will be granted a one-year terminal contract after which time the Senior Instructor's employment with the University will cease.

15.2.4.7 If the Dean denies a Senior Instructor a continuing appointment, the candidate may appeal the Dean's recommendation to the University Review Committee.

#### 15.2.5 Senior Instructors Reappointed Twice Prior to July 1, 2008

15.2.5.1 For a Senior Instructor who, prior to July 1, 2008, has been reappointed for a second four-year term and who has not been granted a continuing appointment under *Article 15.2.4*, there will be no review of the Senior Instructor's performance for the purpose of assessing the criteria in *Article 15.2.3* on the occasion of any subsequent reappointment, unless the Senior Instructor has been denied a CPI in any one of the previous four years. Where a CPI has been received in each of the four previous years, the reappointment will not require an application or further documentation from the Senior Instructor.

15.2.5.2 In the event that a Senior Instructor has been denied a CPI in any one of the previous four years prior to a scheduled reappointment, the Departmental committee that considers reappointments shall determine whether the Senior Instructor has met the Departmental Standard for reappointment. Where the Committee determines that the standard has been met or exceeded, there is a normal expectation of reappointment and subsequent reappointments will be effected in accordance with *Article 15.2.5.1*. As provided in *Article 40.1*, a negative recommendation with regard to reappointment may be appealed to the University Review Committee.

### **15.3 Limited Term Appointment**

#### **15.3.1 Eligibility for Reappointment**

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

#### **15.3.2 Prerequisites for Reappointment**

A person holding a Limited Term appointment may be reappointed where:

- (a) the reappointment is within the circumstances described in *Article 11.6*;
- (b) in the case of a Limited Term appointee who will be assigned teaching responsibilities, the teaching performance of the person has consistently met or exceeded the standard for teaching effectiveness in the Department or Faculty; and
- (c) in the case of a Limited Term appointee who has been primarily engaged in research:



- i) the research and scholarly achievements have met the expected standards of the Department or Faculty in which the person has held an appointment; and
- ii) the requisite funds, resources and physical space will be available to continue the research.

#### **15.4 Limited Term Librarian**

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

#### **15.5 Artist-in-Residence**

15.5.1 An Artist-in-Residence, whose performance meets or exceeds the expected standards, has a normal expectation of reappointment.

##### **15.5.2 Evaluation for Third and Subsequent Reappointment**

15.5.2.1 After an Artist-in-Residence has been reappointed for a second five-year term, there will be no review of the Artist-in-Residence's performance for the purpose of assessing the criteria set out in the Departmental Standard referred to in *Article 11.8.3* on the occasion of any subsequent reappointment, unless the Artist-in-Residence has been denied a CPI in any one of the previous five years. Where a CPI has been received in each of the five previous years, the reappointment will not require an application or further documentation from the Artist-in-Residence.

15.5.2.2 In the event that an Artist-in-Residence has been denied a CPI in any one of the previous five years prior to a scheduled reappointment, the Departmental committee that considers reappointments shall determine whether the Artist-in-Residence has met the Departmental Standard for reappointment. Where the Committee determines that the Standard has been met or exceeded, there is a normal expectation of reappointment and subsequent reappointments will be effected in accordance with *Article 15.5.2.1*. As provided in *Article 40.1*, a negative recommendation with regard to reappointment may be appealed to the University Review Committee.

#### **15.6 Academic Administrators**

15.6.1 An Academic Administrator whose performance consistently meets or exceeds the expected standard may be reappointed for a second term of three years.

15.6.2 Where the Academic Administrator is appointed to an academic Department, the normal procedures of the Department respecting reappointment will apply; where the Academic Administrator is not appointed to a Department, the designated Line Authority will appoint a committee with a majority of voting members being Faculty Members holding Regular Academic Appointments with relevant expertise to consider the reappointment.

15.6.3 After being reappointed for a second time (normally after six years), the Academic Administrator will hold a continuing appointment. The continuing appointment may be terminated in accordance with *Article 59*, by resignation or retirement, or by written notice of termination given by the University. The period of notice shall be eight months during the first three years' service, twelve months until the time of second reappointment and thereafter will increase by one month for each additional year up to a maximum of 18 months. At its option, the University may substitute payment of salary for an equivalent period in lieu of notice.

### **16.0 TENURE**

#### **16.1 Eligibility for Tenure**

Only those Faculty Members whose Notice of Appointment provides that they are appointed with eligibility for tenure may apply for tenure.

Senior Instructors may not apply for tenure but will be granted tenure in accordance with *Article 18.3* upon promotion to Teaching Professor.

The workload and study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure does not entitle a Member to a term free of teaching.

## **16.2 Deadlines for Consideration for Tenure**

### **16.2.1 Assistant Professor**

A full-time Assistant Professor with eligibility for tenure must be considered for tenure not later than the sixth year in this rank at the University.

A recommendation that tenure be granted may include a recommendation that the applicant be promoted to Associate Professor, notwithstanding the absence of a formal application for promotion.

### **16.2.2 Associate Professor**

An Associate Professor with eligibility for tenure, shall be considered for tenure not later than the fourth year in this rank at the University.

### **16.2.3 Professor**

A Professor with eligibility for tenure shall be considered for tenure not later than the fourth year in this rank at the University.

### **16.2.4 Part-Time Member**

A Member with eligibility for tenure whose appointment has been part-time shall be evaluated in accordance with the following standards and expectations:

#### **(a) Scholarship**

The quality of the scholarship shall be the same that is expected from a person holding a full-time appointment. The scholarly activity expected from a person holding a part-time appointment shall be in proportion to the scholarly activity expected from a person with a full-time appointment.

#### **(b) Teaching**

The standard for teaching effectiveness shall be the same as that of a person holding a full-time appointment.

#### **(c) Other Contributions**

The quality of the other contributions shall be the same that is expected from a person holding a full-time appointment. The extent of other contributions expected from a person holding a part-time appointment shall be in proportion to the extent of other contributions expected from a person with a full-time appointment.

### **16.2.5 Initial Appointment that Commences After September 1**

Where the effective date of an initial appointment is after September 1, the period between the effective date of the appointment and the following June 30 is not counted in determining the year when the Faculty Member must be considered for tenure.

### **16.2.6 Application for Tenure Prior to the Year in Which a Member Must be Considered for Tenure**

A Faculty Member may apply for tenure before the deadline specified in *Article 16.2*.

Where such an application for tenure is denied and the Faculty Member's appointment continues beyond the Academic Year in which the application for tenure was denied, the Member may apply for tenure again.

Where such an application for tenure is denied and the Faculty Member's appointment does not continue beyond the Academic Year in which the application for tenure was denied, the Member will be considered for reappointment if she or he is eligible.

A Faculty Member may withdraw an application for tenure made under this Article at any time before the Dean makes her or his recommendation with regard to the application for tenure.

## **16.3 Standards for Granting Tenure**

Applicants for tenure must demonstrate that their teaching effectiveness and their scholarly and professional achievements meet or exceed the standards for the rank established by the Department or School or Faculty (in the case of a non-Departmentalized Faculty) in which the applicant holds an appointment.

### **16.3.1 Standards to Become a Tenured Assistant Professor**

To become tenured, an Assistant Professor with eligibility for tenure must demonstrate:

- (a) a record of performance that meets or exceeds the written expectations of her or his Department (Faculty in the case of a non-departmentalized Faculty) that are in accord with the Evaluation Policy of the Faculty in which the Faculty Member holds an appointment;
- (b) continued development with regard to each of the following
  - i) teaching effectiveness at or above a level of quality appropriate to the Faculty Member's experience and with a commitment to the importance of excellence in teaching,
  - ii) scholarly or creative achievements of high quality that are normally but not necessarily demonstrated by presentation or publication in a suitable academic or artistic forum, and
  - iii) service and professional activities that further the goals of the University and the Faculty Member's academic discipline,where teaching effectiveness and scholarly achievements have paramount importance; and
- (c) the capacity to attain the standards to become a tenured Associate Professor.

### **16.3.2 Consideration for Promotion**

The Departmental Committee shall determine whether a Faculty Member, who is being considered for tenure, has also attained the standards of a tenured Associate Professor, and, if so, the Committee shall recommend that the Faculty Member be granted tenure and be promoted to Associate Professor.

### **16.3.3 Standards to Become a Tenured Associate Professor**

To become a tenured Associate Professor, a Faculty Member must demonstrate:

- (a) scholarship that has made a substantial contribution to an academic discipline;
- (b) teaching effectiveness at or above a level of quality appropriate to the Faculty Member's experience and with a commitment to excellence in teaching;
- (c) capacity for continuing development with regard to each of the following
  - i) teaching,
  - ii) service and professional activities that further the goals of the University and the Faculty Member's academic discipline.

### **16.3.4 Standards to Become a Tenured Professor**

To become a tenured Professor, a Faculty Member must demonstrate:

- (a) scholarship that has made a substantial contribution to the academic discipline;
- (b) teaching effectiveness at or above a level of quality appropriate to the Faculty Member's experience and with a continuing commitment to excellence in teaching;
- (c) a record of service and professional activities that further the goals of the University and the Faculty Member's academic discipline; and
- (d) outstanding achievements with regard to either
  - i) teaching, or
  - ii) scholarship that has attained recognition at a national or international level.

## **16.4 Unsuccessful Consideration for Tenure in Final Year of Eligibility**

Where a Faculty Member is considered for tenure in the final year of eligibility for tenure and is denied tenure, the Faculty Member shall be offered a terminal appointment for one year.

## **17.0 PROBATIONARY STATUS - LIBRARIANS**

### **17.1 General**

17.1.1 A Regular Librarian appointment shall have probationary status for the first two years unless the probationary period is waived.

17.1.2 The Appointments Advisory Committee may recommend to the University Librarian that the probationary period be waived where:

- (a) the candidate has held limited term appointments in the Libraries performing duties similar to those of the position being filled during at least three of the last five years, including the year immediately prior to the initial Regular Librarian appointment; or
- (b) the Appointments Advisory Committee determines that the candidate, at a minimum, has exceeded the qualifications for appointment in *Article 11.7* and has had a consistently outstanding record of performance as a librarian for more than ten years.

17.1.3 Successful completion of a period of probationary status shall result in a recommendation to remove probationary status and to grant a confirmed Regular Librarian appointment.

17.1.4 Failure to receive a recommendation to remove probationary status as described in this Article shall result in a notice of intent to terminate employment.

### **17.2 Evaluation Procedures**

17.2.1 The evaluation of a Librarian on probation shall be based on the Librarian's Professional Performance under *Article 13.3.2(a)*.

#### **17.2.2 Timing of Evaluations**

Evaluation of a Librarian on probation shall be mandatory at 12 months and 18 months following her or his initial appointment date.

17.2.3 The University Librarian shall notify the Librarians on probation and their respective supervising Librarians when evaluations are required.

#### **17.2.4 Consultation by Supervisor**

17.2.4.1 Evaluations shall be made by the Librarian's supervising Librarian, who shall send to all Librarians a written request for comments relating to the Professional Performance of the Librarian being evaluated. The request shall state that the comments must be received in writing and that the comments will be included in the official Performance File of the Librarian being evaluated. If the writer expressly states that the comment has been given in confidence, the comment will be treated as a confidential letter of reference in accordance with *Article 41.3.2*. After the evaluation is completed, the comments will be treated as letters of reference in accordance with *Article 41.1.7.2*.

17.2.4.2 The supervising Librarian shall inform the Librarian being evaluated of the Librarian's right to request assessments from Librarians or Faculty Members of her or his choice and to have those assessments included in her or his Official Performance File in accordance with the provisions of *Article 41.1*.

17.2.5 The supervising Librarian and the Librarian on probation shall meet to discuss all aspects of the Librarian's Professional Performance. The supervising Librarian shall provide the Librarian being evaluated with copies of the comments received in accordance with *Article 17.2.4.1* and *Article 17.2.4.2*, or with a summary thereof where authorized by *Article 17.2.4.1*. Where appropriate, the supervising Librarian shall advise the Librarian of ways in which performance can be improved.

17.2.6 Following the meeting with the Librarian on probation, the supervising Librarian shall prepare a written evaluation based on: the discussion at the meeting; the comments received pursuant to *Articles 17.2.4.1* and *17.2.4.2*; and other documentation in the Official Performance File of the Librarian on probation. The evaluation shall be sent to the University Librarian and to the Librarian being evaluated. The evaluation shall state clearly that it is favourable or unfavourable and shall include any specific advice with regard to improving the Librarian's performance that was offered by the supervising Librarian at the meeting.

17.2.7 Within seven working days after receiving the evaluation, the Librarian being evaluated may send a written response to the supervising Librarian. Any written response shall be included in the Official Performance File together with the written evaluation and becomes part of the documentation of the evaluation.

### **17.3 Supervisor's Recommendations**

17.3.1 If an evaluation at 12 or 18 months is unfavourable, another evaluation shall be done three months later. If the second, consecutive evaluation is also unfavourable, the supervising Librarian shall forward a recommendation, with reasons, to the Advisory Committee on Ranks and Promotions not to remove the probationary status of the Librarian being evaluated. This recommendation may result in a request to issue a notice of intent to terminate employment under *Article 17.4.3*. The supervisor shall provide a copy of the recommendation to the Librarian being evaluated.

17.3.2 If an evaluation at 18 or 21 months is favourable, the supervising Librarian shall forward a recommendation, with reasons, to the Advisory Committee on Ranks and Promotions to remove the probationary status of the Librarian being evaluated. The supervising Librarian shall provide a copy of the recommendation to the Librarian being evaluated.

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

17.4.1 Where the Advisory Committee on Ranks and Promotions receives a recommendation pursuant to *Article 17.3*, it shall review the supervising Librarian's recommendation, the comments received pursuant to *Articles 17.2.4.1* and *17.2.4.2* and the Official Performance File of the Librarian on probation.

17.4.2 The Advisory Committee shall advise the University Librarian as to whether the supervising Librarian's recommendation constitutes a sound and unbiased evaluation of the Librarian on probation. It shall confirm the supervising Librarian's recommendation unless it finds that the supervising Librarian made a serious error in procedure that materially affected the recommendation, or that a reasonable apprehension of bias exists with respect to the recommendation, or that the recommendation was clearly unreasonable in light of the facts and the relevant criteria being applied.

17.4.3 The decision of the Advisory Committee shall be made by secret ballot and on a majority vote.

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

### **17.5 University Librarian**

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

17.5.1 If the University Librarian accepts a recommendation to remove probationary status, she or he shall forward a recommendation to the Vice-President Academic and Provost with a copy to the Librarian being evaluated recommending that:

- (a) In the case of a Librarian I, probationary status be removed and that a confirmed Regular Librarian appointment at the rank of Librarian II become effective upon the completion of the probationary period specified in the letter of appointment; and
- (b) In the case of a Librarian II, III or IV, probationary status be removed and that a confirmed Regular Librarian appointment become effective upon the completion of the probationary period specified in the letter of appointment.

17.5.2 If the University Librarian does not accept a recommendation, she or he shall meet with the supervising Librarian and the Advisory Committee on Ranks and Promotions to discuss the disagreement.

- (a) If this procedure results in agreement, the University Librarian and the supervising Librarian shall forward a joint recommendation to the Vice-President Academic and Provost.
- (b) If there is no resolution of the disagreement, the University Librarian shall forward to the Vice-President Academic and Provost the supervisor's recommendation, the advice of the Advisory Committee on Ranks and Promotions, all the documentation of the evaluation, and the University Librarian's dissenting opinion.

(c) The Vice-President Academic and Provost shall make a recommendation to the President.

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

## **17.6 Notice of Intent to Terminate Employment**

17.6.1 Subject to an appeal to the University Review Committee under *Article 17.7*, notice of intent to terminate the employment of a Librarian on probation prior to the expiry of the probationary period under *Article 17.3.2* shall be given in writing by the University to the Librarian no less than two months prior to the proposed date of termination.

17.6.2 Subject to an appeal to the University Review Committee under *Article 17.7*, notice of intent to terminate the employment of a Librarian at the end of a probationary period shall be given in writing by the University to the Librarian no less than two months prior to the expiry of the probationary period. Failure to provide the specified notice shall entitle the Librarian to an extension of the appointment for two months or, at the option of the University, to the equivalent salary.

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

## **17.7 Appeal to the University Review Committee**

A recommendation by the University Librarian or the Vice-President Academic and Provost not to remove probationary status of a Librarian may be appealed to the University Review Committee.

## **18.0 PROMOTION - FACULTY MEMBERS**

### **18.1 Promotion to Associate Professor**

An Assistant Professor under consideration for promotion to Associate Professor must meet or exceed the standards specified in *Article 16.3.3* for a tenured Associate Professor.

An Assistant Professor who is promoted to Associate Professor is granted tenure.

### **18.2 Promotion to Professor**

An Associate Professor who applies for promotion to Professor must demonstrate performance that meets or exceeds the standards specified in *Article 16.3.4* for a tenured Professor.

An untenured Associate Professor who is promoted to Professor is granted tenure.

### **18.3 Promotion to Teaching Professor**

18.3.1 A Senior Instructor may apply for promotion to Teaching Professor in the year in which the Senior Instructor will have completed eleven years' service as a Senior Instructor or during the fourth year of holding a continuing appointment, whichever is earlier. The workload assignment and study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching.

A Senior Instructor who is promoted to Teaching Professor is granted tenure.

18.3.2 To become a Teaching Professor, a Senior Instructor must have the appropriate academic credentials or evidence of appropriate professional achievement and must demonstrate:

- (a) a record of outstanding achievement in teaching;
- (b) scholarship related to teaching that has attained national or international recognition; and
- (c) service and professional activities that further the goals of the University and the Senior Instructor's discipline.

## **18.4 Withdrawal of Application for Promotion**

A Faculty Member may withdraw an application for promotion at any time before the Dean makes the Dean's recommendation with regard to the application for promotion.

## **19.0 PROMOTION - LIBRARIANS**

### **19.1 General**

19.1.1 Promotion, or advancement in rank, is not automatic. It is based on an appraisal of performance of a Librarian in relation to the specifications for each rank. Assumption of increased administrative responsibility will not necessarily result in advancement in rank, nor shall such advancement depend solely on the assumption of administrative responsibility.

19.1.2 A person holding an appointment as a Librarian II may apply for promotion to the rank of Librarian III after the completion of at least five years of successful performance at the rank of Librarian II at the University or at an equivalent rank at a similar institution.

19.1.3 A person holding an appointment as a Librarian III may apply for promotion to the rank of Librarian IV after the completion of at least seven years of successful performance at the rank of Librarian III at the University of Victoria or at an equivalent rank at a similar institution.

19.1.4 A Librarian may apply for promotion to Librarian III or IV before the completion of years of service specified in *Articles 19.1.2* or *19.1.3*. In that case, the application may be granted only upon demonstration of exceptional performance, which may include the holding or attainment of additional relevant degrees or academic qualifications. Degrees or qualifications which were the basis for promotion or appointment to a lower rank shall not be considered in this respect.

19.1.5 For purposes of calculating years in rank in *Articles 19.1.2* and *19.1.3*, a Librarian appointed to the University or promoted between July 1 and March 31, shall be deemed to have been appointed or promoted on the previous July 1 and a Librarian appointed or promoted between April 1 and June 30 shall be deemed to have been appointed or promoted on the following July 1.

### **19.2 Standards for Promotion**

#### **19.2.1 Standards for Promotion to Librarian III**

A Librarian holding the rank of Librarian II who applies for promotion to Librarian III requires:

- (a) full professional competence and expertise demonstrated by a record, over a number of years, of significant achievement in Professional Performance at the Librarian II level; and
- (b) regular and substantive involvement in Scholarship and Professional Activities and University Service.

#### **19.2.2 Standards for Promotion to Librarian IV**

A Librarian holding the rank of Librarian III who applies for promotion to Librarian IV requires:

- (a) a high level of professional expertise and an excellent record of Professional Performance at the Librarian III level;
- (b) a significant and sustained contribution over a substantial period of time in Scholarship and Professional Activities and in University Service; and
- (c) evidence of initiative, leadership, creativity, and the ability to perform independently in professional activities of a complex nature.

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

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

- (a) three members to be elected by Librarians holding confirmed Regular Librarian appointments, for staggered three-year terms; and
- (b) two Librarians to be appointed by the University Librarian for staggered two-year terms.

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

19.3.2 The Committee shall select one of its members to chair its meetings.

19.3.3 A Librarian holding a confirmed Regular Librarian appointment, elected by all Librarians with Regular appointments, has the right to attend as an observer at meetings of the Advisory Committee and may only speak on matters regarding procedure and not on the suitability of a candidate for promotion.

19.3.4 The University Librarian has the right to attend meetings of the Advisory Committee as an observer, but in such cases may only speak on matters regarding procedure and not on the suitability of a candidate for promotion.

19.3.5 In the event that a member of the Advisory Committee has a conflict of interest or there is an apprehension of bias on any matter being considered by the Advisory Committee, that member shall withdraw from the Advisory Committee for the course of those deliberations. An elected member shall be replaced by another Librarian selected by the Advisory Committee. An appointed member shall be replaced by another appointee of the University Librarian.

19.3.6 All decisions of the Advisory Committee shall be made by secret ballot and shall be by vote of the majority.

#### **19.4 Application for Promotion**

19.4.1 By January 15, a Librarian who wishes to apply for promotion shall submit an application to the University Librarian and notify her or his supervising Librarian that the application has been submitted. A recommendation for promotion, if approved by the Vice-President Academic and Provost, shall take effect on July 1 of the same year. The application shall be accompanied by:

- (a) a current curriculum vitae;
- (b) a statement from the candidate in support of the application that shall be based on the relevant Standards for Promotion in *Article 19.2*;
- (c) the names of not less than three referees, one of whom, in the case of an application for Librarian IV, shall be from outside the University Libraries; and
- (d) other documentation which the candidate wishes to have considered.

19.4.2 The candidate's supervising Librarian shall prepare a written statement of evaluation of the candidate's suitability for promotion. If the supervising Librarian does not support the application, the statement shall contain advice that will assist the Librarian to enhance her or his suitability for promotion. The supervising Librarian shall provide a copy of the statement to the University Librarian and the candidate by February 1.

19.4.3 If the supervising Librarian's statement does not support the application, the candidate may withdraw an application before it has been referred to the Advisory Committee. Otherwise, the University Librarian shall refer the application and supporting documentation, including the supervising Librarian's statement, to the Advisory Committee by February 8.

#### **19.5 Advisory Committee Procedure**

19.5.1 The Advisory Committee shall consider:

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



19.5.2 The Advisory Committee shall be provided with and shall consider copies of the following documentation placed in the candidate's Official Performance File since the candidate's appointment or last promotion, whichever is the more recent:

- (a) evaluation reports and other documents related to Professional Performance, Scholarship and Professional activities, University Service, and where applicable,
- (b) the candidate's written comments on any of those documents.

At least ten days prior to a meeting at which the candidate's application will be considered, the Advisory Committee shall provide the candidate with a list of all the documents, other than those included with or referred to in the candidate's application, that the Advisory Committee will consider in relation to the application. If requested by the candidate, within three working days the Chair of the Advisory Committee shall provide the candidate with a copy of any document on the list, except for a confidential letter of reference. In the case of such a letter, a summary of the letter that does not disclose the author shall be provided to the candidate unless the author was informed when the letter was solicited that the letter might be made available to the candidate and attributed to the author, and the author has agreed.

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

#### **19.5.4 Written Response of Candidate**

- (a) A candidate may submit a written response to the complete list of documents mentioned in *Article 19.5.2* to the Chair of the Advisory Committee not later than five working days after receiving the list of documents.
- (b) A candidate may submit a written response to any additional documents mentioned in *Article 19.5.3* to the Chair of the Advisory Committee not later than three working days after receiving a copy of such a document.
- (c) The Chair of the Advisory Committee shall provide a copy of any written response from the candidate to each member of the Advisory Committee prior to a meeting at which the documents to which the response relates will be considered.

#### **19.5.5 Interviews**

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

19.5.6 The Advisory Committee shall apply the relevant Standards for Promotion in *Article 19.2* and the criteria in *Article 13.3* in assessing the application and shall forward a written recommendation, together with reasons and all relevant documentation, to the University Librarian by April 1. A copy of the written recommendation shall be sent to the candidate by the Advisory Committee.

### **19.6 University Librarian**

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

19.6.2 The University Librarian must send his or her recommendation, including reasons, to the candidate and to the Advisory Committee within five days of receiving the Advisory Committee's recommendation where the University Librarian's recommendation is to deny promotion or by April 20 if the recommendation is in favor of promotion.

19.6.3 The candidate may appeal a negative recommendation of the University Librarian to the University Review Committee not later than May 1.

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

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

19.7.2 Where the Vice-President Academic and Provost does not accept a recommendation that a candidate be promoted and the candidate has not already appealed to the University Review Committee with regard to a negative recommendation by the University Librarian, the candidate may appeal the decision of the Vice-President Academic and Provost to the University Review Committee by filing an appeal with the University Secretary by not later than June 1.

## **20.0 STOPPING THE CLOCK**

### **20.1 Leaves**

The date by which a Faculty Member must be considered for reappointment or tenure, or a Librarian for a confirmed Regular appointment is automatically deferred for one year if, in any of the years preceding the deadline or in the year in which the case must be considered, the Member has been granted Maternity, Parental or Adoption Leave, Special Leave, Sick Leave or Long Term Disability for 15 weeks or more.

### **20.2 Illness, Family Responsibilities and Personal Circumstances**

Where a Member whose teaching or scholarship, or service and professional activities have been adversely affected to a significant degree by illness, injury, disability, family responsibilities or personal circumstances:

- (a) A Faculty Member may apply in writing to the Dean of his or her Faculty to defer her or his consideration for reappointment or tenure; and
- (b) A Librarian on probationary status may apply in writing to the University Librarian to defer her or his consideration for a confirmed Regular appointment.

The Vice-President Academic and Provost, in consultation with the Dean (in the case of a Faculty Member) or the University Librarian (in the case of a Librarian) may grant a deferral for a specified period.

### **20.3 Types of Leave that Count Toward Consideration for Tenure**

Except as provided in *Articles 20.1, 20.2 and 20.4*, periods of leave count as regular service in determining the time when a Faculty Member must be considered for reappointment or tenure

### **20.4 Long-Term Disability**

When a Member is on Long-Term Disability, the period of time on Long-Term Disability is not counted in the calculation of time with regard to when a Member is considered for reappointment, tenure, or the removal of probationary status.

## **21.0 APPOINTMENT, REAPPOINTMENT, PROMOTION, AND TENURE COMMITTEES (DEPARTMENTALIZED FACULTIES)**

### **21.1 Establishment of Committee**

Each Department must, by April 30 of each year, hold a meeting of its Faculty Members who hold regular academic appointments to select one of the following structures for making departmental recommendations on appointments, reappointments, promotions or tenure for the following academic year (July 1 through June 30).

### **21.2 Departmental Committee Structures**

21.2.1 A Department may choose a different structure for considering each of the following:

- a) appointments;
- b) reappointments;
- c) tenure;
- d) promotions to the rank of Associate Professor;

- e) promotions to the rank of Professor; and
- f) promotions to the rank of Teaching Professor.

21.2.2 Departmental committees must be structured in accordance with the following rules:

- a) For cases in which tenure will be granted if the candidate is successful, only tenured Faculty Members may serve;
- b) Except where the committee is considering joint appointments, Faculty Members holding regular academic appointments and elected by the Department must form the majority of the voting members of the committee;
- c) The committee may have such additional members as the Department considers advisable and as are approved by the Dean;
- d) The Department may add non-voting members to the committee, as they consider appropriate in the circumstances.

21.2.3 Every Department must develop and approve procedures for the Appointments committee of the unit. The procedures may be amended from time to time by the Department. The procedures (or any amendments to them) must be approved by the Dean of the Faculty and must contain provisions:

- a) ensuring that the committee will be of a reasonable size;
- b) governing voting procedures of the committee, including provisions to ensure that only those who have participated sufficiently in the interview and discussion processes can vote in the selection of the successful applicant;
- c) setting reasonable rules for confidentiality of the committee's procedures; and
- d) outlining processes to ensure broad consultation within the Department.

21.2.4 *Articles 22 to 30* inclusive do not apply to appointments processes, but only to reappointment, promotion and tenure.

21.2.5 In the case of a joint appointment (whether the appointment is shared by Departments in the same Faculty or in different Faculties or by a Department and a non-departmentalized Faculty) the composition of the committee will be determined by the Department (or Faculty in the case of non-departmentalized Faculties) that is or will be responsible for the reappointment, promotion, tenure and salary recommendation for the joint appointment but

- a) in addition to complying with *Article 21.2.2 (a), (c), and (d)*, the committee must include Faculty Members holding regular academic appointments elected from and by each Department (Faculty in the case of non-departmentalized Faculties) to which the Faculty Member is or will be appointed and they must, together, form a majority of the committee; and
- b) the number of Faculty Members from each Department (Faculty in the case of non-departmentalized Faculties) should normally reflect the proportionate share of the joint appointment that each has.

21.2.6 In structuring any committee, the Department may decide to select its faculty representatives to represent all ranks in the Department or may decide to require faculty on the committee to be of a rank higher than that of the candidate to be evaluated or may adopt any other reasonable limit or requirement for membership that the Department decides.

## **21.3 Membership of the Departmental Committee**

### **21.3.1 Minimum Number of Committee Members**

A committee established under this Article must have a minimum of three Faculty Members.

### **21.3.2 Replacing Committee Members**

A Department Chair shall appoint an elected alternate or, if no alternates have been elected, a Department may elect a replacement Faculty Member to serve on a Committee when a regular member is unable to serve.

### **21.3.3 Eligibility for Membership of Faculty Members on Leave**

A Faculty Member who is on leave is not eligible to serve as a member of a Committee under this Article other than in exceptional circumstances and with the approval of the Dean.

### **21.3.4 Chair of the Committee**

The Chair of the Department is the Chair of the Departmental Committee unless she or he is unable to serve as the Chair in which case the Committee shall select another member of the Committee as its Chair. The Chair is a voting member of the Committee.

### **21.3.5 Candidate's Question Regarding Composition of Committee**

- (a) A Faculty Member who is a candidate for reappointment, tenure or promotion may, in accordance with paragraph (b), question the composition of a Committee on the grounds that
  - i) a Committee member has a conflict of interest or that the candidate has a reasonable apprehension that the Committee member is biased against the candidate; or
  - ii) the membership of the Committee does not include a person who is knowledgeable with regard to either the candidate's methods or field of research, or the candidate's teaching methods.
- (b) A question under paragraph (a) must be provided to the Dean in writing and must normally be made within ten working days after the Faculty Member has been advised of the composition of the Committee, or of a change in the composition of the Committee. If a Faculty Member does not raise a question regarding the composition of the Committee within the time specified in this paragraph, the Dean may refuse to consider the question and, on any appeal by the Faculty Member, the University Review Committee may refuse to consider the composition of the Committee as a basis for appeal on the grounds that the question was not raised in a timely fashion.
- (c) The Dean will determine within five working days whether a question raised by the Faculty Member under this Article should result in a change to the composition of the Committee after receiving submissions from the candidate, the Chair of the Department and, when applicable, any person whose membership on the Committee has been questioned. While the Dean is considering the matter, the Committee will not undertake any discussion of the candidate.
- (d) Where the Dean agrees that the composition of the Committee should be changed under *Article 21.3.5(a)(i)*, the Dean shall direct the Department to replace the Faculty Member as allowed within the alternate committee structures provided by *Article 21.2*.
- (e) Where the Dean agrees that the composition of the Committee needs augmentation under *Article 21.3.5(a)(ii)*, the Dean shall direct the Department to add a member to the Committee who is knowledgeable with regard to either the candidate's methods or field of research or the candidate's teaching methods.

## **21.4 Appointment Of Academic Administrator**

When an Academic Administrator will not be appointed to a Department, the Line Authority shall form an appointments committee of which Faculty Members holding Regular Academic Appointments will form the majority to provide advice on the appointment.

**A guide to deadlines for reappointment, tenure and promotion can be found in Appendix "G".**  
**If there is any inconsistency between Appendix "G" and the text of the Framework Agreement, the latter prevails.**

## **22.0 PROCEDURES FOR CANDIDATES**

NOTE: *Article 32.2.5* provides that *Article 22* applies to candidates in non-departmentalized Faculties, substituting Faculty Committee for Departmental Committee, and substituting Dean for Chair.

### **22.1 Candidates who Must be Considered for Reappointment or Tenure**

By April 15 of the year preceding the academic year in which a Faculty Member must be considered for reappointment or tenure, the Chair of the Faculty Member's Department must notify the Faculty Member of the

documentation that the Faculty Member will be expected to submit and in the case of tenure that the Faculty Member is required to nominate referees by May 15 in accordance with *Article 23.3.1*.

## **22.2 Candidates who Intend to Apply for Tenure or Promotion**

By April 15 of the year preceding the academic year in which a Faculty Member intends to apply for tenure or promotion, a Faculty Member must so notify the Chair of her or his Department in writing.

## **22.3 Nomination of Referees**

By May 15, a Faculty Member who must be considered for tenure in the next academic year or who intends to apply for tenure or promotion in the next academic year must nominate a minimum of six referees.

## **22.4 Selection of Referees**

By June 1, following the nomination of the referees, the Faculty Member must select a minimum of two nominees from the Committee's list of nominees established under *Article 23.3*. and notify the Chair in writing of this selection.

## **22.5 Submission of Documentation**

By September 10, a Faculty Member who will be considered for reappointment, tenure or promotion conferring tenure (and by October 10, in the case of promotion only), must submit the following documentation to the Chair of her or his Department (with the exception of Senior Instructor's third and subsequent reappointment under the provisions of *Article 15.2.5*);

- (a) a Curriculum Vitae;
- (b) a Teaching Dossier;
- (c) copies of or citations to the scholarly or creative works that the candidate wants the Committee to consider; and
- (d) copies of other documents that the candidate wants the Committee to consider.

## **22.6 Limitation On Committees' Requirements**

A Committee may not require a candidate to submit any material not in the candidate's Official Performance File. The Faculty may establish guidelines for the organization of that material and for requiring the candidate to submit a summary of any part of the material to be submitted.

## **23.0 REFEREES**

### **23.1 Use of Letters of Reference**

Letters of reference are used primarily to gain an external assessment of the scholarly achievements of applicants for promotion and tenure; however, they may also be relevant to the assessment of teaching effectiveness, professional achievement, and other criteria.

### **23.2 Qualifications of Referees**

23.2.1 All referees who are requested to submit a letter of reference in support of an application for tenure or promotion must be established scholars or artists within the candidate's academic discipline or profession, or within a related discipline. Referees who have a demonstrated record of excellence in scholarship related to teaching or curriculum development may also be nominated in appropriate cases. One or more referees whose familiarity with the candidate's work does not arise through extensive prior contact with the candidate should normally be included.

23.2.2 Unless the Dean of the Faculty has granted approval, a referee must not:

- (a) hold an academic appointment at the University; or
- (b) have been the supervisor of the candidate's PhD or equivalent academic degree or the supervisor of the candidate's post-doctorate program; or
- (c) be a co-author of any of the candidate's publications or a co-investigator on any of the candidate's research projects where the work will form a significant portion of the candidate's work that will be reviewed by the referee.

### **23.3 Nomination of Referees**

Where a Faculty Member must be considered for tenure in the next academic year, or a Faculty Member intends to apply for tenure or promotion in the next academic year, the candidate and the Departmental Committee must each nominate a minimum of six referees and simultaneously exchange their lists by not later than May 15.

### **23.4 Challenge of Nominated Referees**

23.4.1 The candidate may challenge the inclusion of referees on the Committee's list on any of the following grounds:

- (a) conflict of interest;
- (b) apprehension of bias; or
- (c) the nominee is not qualified to assess the scholarly achievements of the candidate.

23.4.2 The Committee may challenge the inclusion of referees on the candidate's list on any of the following grounds:

- (a) conflict of interest;
- (b) apprehension of bias; or
- (c) the nominee is not qualified to assess the scholarly achievements of the candidate.

23.4.3 Where a challenge to the inclusion of a referee has been made and the nominator refuses to nominate a substitute, the challenger must state the grounds of the challenge in writing and request the Dean to determine the legitimacy of the challenge.

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

23.5.1 By June 1 following the nomination of the referees, the candidate must select a minimum of two nominees from the Committee's list of nominees and notify the Chair of the Committee in writing of this selection. A Faculty may by resolution specify a higher minimum for some or all types of applications.

23.5.2 After the Committee has received the candidate's written notice under *Article 23.5.1* and before June 15, the Committee must select a minimum of two nominees from the candidate's list of nominees and notify the candidate in writing of this selection. A Faculty may by resolution specify a higher minimum for some or all types of applications.

23.5.3 Consideration of the candidate does not include the selection of the referees.

23.5.4 The candidate shall disclose any previous or current relationship between the candidate and a person nominated as a referee including being a co-author or co-investigator. The candidate shall provide a written statement of the extent of the relationship and the reason why each such referee the candidate nominates or intends to select should be used.

### **23.6 Minimum Number of Letters of Reference**

A minimum of three letters of reference is required for all applications for tenure and promotion. A Faculty may by resolution specify a higher minimum for some or all types of applications.

### **23.7 Invitation to Referees to Serve**

Where a nominee who is invited to serve as referee either declines the invitation or does not by August 31 signify her or his willingness to serve as a referee, a replacement shall be selected from the same list from which the initial nominee was selected. The refusal of a person to serve as a referee must not be construed as a negative assessment of the candidate's scholarly achievements or teaching effectiveness.

### **23.8 Shipment of Information and Material to Referees**

23.8.1 By September 10 in the case of tenure (or promotion that will confer tenure) and October 10 in the case of promotion, the candidate will deliver to the Chair of the Committee:

- a) a copy of the candidate's curriculum vitae; and

b) copies of or citations to the scholarly or creative works of the candidate that have been agreed upon by the candidate and the Chair of the Committee.

23.8.2 By September 15 in the case of tenure (or promotion that will confer tenure), and by October 15 in the case of promotion, the Chair of the Committee shall send to the referees who have signified their willingness to serve as a referee the information provided in *Article 23.8.1 a and b* and:

- (a) a statement of whether the candidate is seeking tenure or promotion or both; and
- (b) a copy of the applicable criteria and any relevant standards for the aspect or aspects of the decision on which the referee is asked to advise.

23.8.3 In cases where teaching effectiveness is put forward by the candidate as the primary consideration, a copy of the candidate's Teaching Dossier and any other relevant evidence of teaching effectiveness will be sent to appropriate referees.

23.8.4 Where the candidate and the Chair of the Committee cannot agree on the scholarly or creative work or the evidence of teaching effectiveness that the referees shall be requested to review, the referees shall be sent copies of or citations to the scholarly or creative work and evidence of the candidate's teaching effectiveness that have been selected by both the candidate and by the Chair of the Committee.

## **24.0 ASSESSMENT BY THE CHAIR OF THE DEPARTMENT**

24.1 The provisions of this Article apply to cases of promotion and of tenure, but not to reappointments.

24.2 Unless the Chair of the Department is disqualified by conflict of interest or reasonable apprehension of bias, the Chair shall prepare an assessment of the candidate and provide a copy of the assessment to the candidate as soon as possible after May 15, and no later than June 30 of the year in which the candidate applies for consideration. A copy of the assessment shall be placed in the candidate's Official Performance File for consideration by the committee.

24.3 The Chair's assessment will be a statement of the Chair's preliminary opinion as to whether the case for promotion or tenure has been established in light of the Departmental standards and the Faculty Evaluation Policy, and will be based upon the Chair's knowledge of the candidate in his or her role as Chair and on information contained in the Official Performance File. In judging the research record, the Chair should use his or her best efforts to give an opinion, but may state that his or her opinion is inconclusive as to the quality of the research in the absence of the referees' letters. The assessment may contain advice to the candidate as to the candidate's strengths and weaknesses that would be helpful to the candidate in his or her application.

## **25.0 INFORMATION CONSIDERED BY REAPPOINTMENT, PROMOTION AND TENURE COMMITTEES**

### **25.1 List of Documents**

Where an application has been received, the Chair of the Department shall provide the candidate with a list of all documents other than those referred to in the candidate's dossier that will be submitted to the Committee for consideration in relation to the candidate's application. The list shall include annual performance reviews and any responses to them under *Article 14*. This list must be provided to the candidate at least ten (10) days prior to a meeting at which the candidate's application will be considered.

### **25.2 Additional Documents**

If, subsequent to the delivery of the list of documents to the candidate, additional documents are identified that will be considered by the Committee in relation to the candidate's application, an addendum to the list of documents together with a copy of any additional documents must normally be provided to the candidate not less than three working days prior to the meeting of the Committee at which the additional documents will be considered.

### **25.3 Provision of Copies of Documents to the Candidate**

If requested by a candidate, the Chair of the Department shall provide the candidate with a copy of any document on the Department's list of documents other than a document referred to in the candidate's dossier within three working

days of the candidate's request. Where the request is for a confidential letter of reference or evaluation report, the candidate shall normally be provided with a copy of the letter in a form that does not identify the author. If this is not possible, a summary should be prepared in a manner that is unlikely to disclose the identity of the author. Where the author agreed that the letter or report may be made available to the candidate and attributed to the author, the full letter or report may be provided to the candidate.

#### **25.4 Written Response by Candidate**

A candidate may submit a written response to the complete list of documents by delivering the response to the Chair not later than five days after receiving the list of documents to be considered by the Committee.

Where an additional document is delivered to the candidate under *Article 25.2*, the candidate shall have at least three working days in which to prepare and deliver a written response to the Committee prior to the Committee's consideration of the candidate.

The Chair shall provide a copy of the candidate's written response to each member of the Committee prior to the meeting to consider the candidate's application.

#### **25.5 Oral Submission by a Candidate**

A candidate is entitled to make an oral presentation to the Committee if the candidate gives written notice to the Chair not later than five days after receiving the list of documents to be considered by the Committee.

Where an additional document is delivered to the candidate under *Article 25.2* the candidate shall have at least three working days in which to give notice to the Chair of the Committee that the candidate is exercising her or his right to make an oral submission to the Committee.

#### **25.6 Committee's Invitation to Meet Candidate**

The Committee may invite a candidate to meet with the Committee.

#### **25.7 Candidate May be Assisted**

A candidate may be assisted in making her or his oral presentation at a meeting with the Committee by another Member chosen by the candidate.

### **26.0 VOTING**

#### **26.1 Secret Ballot**

##### **(a) Secret Ballot**

The Committee shall determine its recommendation with regard to each applicant by means of a secret ballot of its members who are entitled to vote.

##### **(b) All Eligible Members Must Vote**

All members of the Committee who are eligible to vote with regard to an application must vote either in favour or against the application. No proxy or absentee votes are allowed.

##### **(c) Eligibility to Vote**

To be eligible to vote, a Committee Member must have been present during

- i) the whole of a candidate's oral presentation and any meeting between the candidate and the Committee, and
- ii) all of the Committee's deliberations concerning a candidate.

#### **26.2 Record of Ballot**

The Chair of the Committee must record in writing the results of the ballot conducted with regard to each application. The record must include:

- (a) the number of votes in favour of the candidate's application; and
- (b) the number of votes against the candidate's application.



### **26.3 Retention of Ballots**

The Chair of the Departmental Committee shall retain the ballots until the application has been granted or denied and all appeals have been determined.

### **27.0 CONFIDENTIALITY OF DEPARTMENTAL COMMITTEE PROCEEDINGS**

All discussions by members at meetings of a Departmental Committee are confidential. Members of a Departmental Committee must not disclose or discuss the Committee proceedings, opinions expressed during the Committee's proceedings, or the Committee's recommendations except as otherwise provided in this Agreement.

### **28.0 WRITTEN STATEMENT OF REASONS FOR THE DEPARTMENTAL RECOMMENDATION**

28.1 Immediately after conducting the ballot that determines the Department's recommendation, the Chair of the Committee (where appropriate with the assistance of the members of the Committee) must prepare a draft statement that accurately records the opinion of both the majority and the minority of members of the Committee. In a case where there are an equal number of votes in favour of recommending a candidate and against recommending a candidate, the Chair of the Committee must prepare a balanced report that reflects the opinions of the members of the Committee.

28.2 Prior to sending the written statement of reasons to the candidate, the Chair shall send to each member of the Committee a copy of:

- (a) the record showing the number of votes in favour of the recommendation and the number of votes against the recommendation; and
- (b) the draft statement of reasons with an invitation to propose changes to the draft statement of reasons.

28.3 After considering any changes to the draft statement of reasons proposed by the members of the Committee, the Committee shall agree on the final statement. The Chair shall sign that final statement of reasons as the Department's reasons and send copies to the candidate and to each member of the Committee.

### **29.0 DEADLINES FOR FORWARDING DEPARTMENTAL RECOMMENDATIONS**

The Chair of a Department must send to the Dean the Department's written report and copies of all the documents considered by the Departmental Committee by the following applicable date:

Reappointment and Senior Instructor continuing appointment: October 15 of the candidate's final contract year.

Tenure: November 15 of the Academic Year in which the application is made.

Promotion which will also confer tenure: November 15 of the Academic Year in which the application is made.

Promotion: January 15 of the Academic Year in which the application is made.

In Faculties where the Faculty Advisory Committee considers recommendations for reappointment, the documentation must be forwarded to the Chair of the Faculty Advisory Committee. In Faculties where the Faculty Advisory Committee does not consider recommendations for reappointment, the documentation must be forwarded to the Dean of the Faculty.

### **30.0 DOCUMENTS PROVIDED TO CANDIDATE**

The Chair of the Committee shall provide a candidate with:

- (a) a copy of the Chair's record of the votes in favour of the candidate's application and the votes against the candidate's application;
- (b) the Department's statement of reasons;
- (c) a copy of the Chair's assessment of the candidate prepared under *Article 24*;

- (d) a copy of the body of the letter sent to referees requesting a letter of reference; and
- (e) a list of all documents that have been considered by the Committee in formulating its recommendation.

### **31.0 CANDIDATE’S ACKNOWLEDGEMENT**

The candidate shall acknowledge receipt of the recommendation and the documents referred to in *Article 30* by signing a copy of the Committee's report and returning it to the Chair. The candidate's endorsement of the recommendation only constitutes an acknowledgement of the receipt of the Committee's report and the documents referred to in *Article 30*.

### **32.0 FACULTY ADVISORY COMMITTEE**

#### **32.1 Establishment of Faculty Advisory Committee**

Each Faculty must by a date that is not later than April 30 of each year establish a Faculty Advisory Committee.

#### **32.2 Faculties Not Organized on a Departmental Basis**

32.2.1 Where a Faculty is not organized on a Departmental basis, the Dean shall call a meeting of Faculty Members holding a Regular Academic Appointment in the Faculty to determine the structure of the committee or committees to make recommendations on appointments, reappointments, promotions or tenure for the following Academic Year.

32.2.2 A Faculty must develop and approve procedures for its Appointments committee in accordance with *Article 21.2.3*, substituting “Faculty” for “Department” as required.

32.2.3 The structure of the Faculty Advisory Committees selected must comply with the provisions of *Article 21.2.2* and *Article 21.2.5* of this Agreement, substituting “Faculty” for “Department” as necessary.

32.2.4 A Faculty Member who is on leave is not eligible to serve as a member of a Faculty Advisory Committee other than in exceptional circumstances with the approval of the Vice-President Academic and Provost.

##### **32.2.5 Procedures for Candidates**

*Article 22* applies, substituting Faculty Committee for Departmental Committee and Dean for Chair, to candidates in a non-departmentalized Faculty.

##### **32.2.6 Referees**

*Article 23* applies, substituting Faculty Committee for Departmental Committee and Dean for Chair, to referees and letters of reference in a non-departmentalized Faculty.

##### **32.2.7 Provision of Documents to Candidates**

*Articles 25.1 – 25.3* inclusive apply, substituting Faculty Committee for Departmental Committee and Dean for Chair, to the provision of documents to candidates in a non-departmentalized Faculty.

### **32.3 Faculties Organized on a Departmental Basis**

Faculty Advisory Committees must be composed of:

- (a) a minimum of three tenured Faculty Members holding appointments in the Faculty and elected by the Faculty; and
- (b) a minimum of two alternate tenured Faculty Members holding appointments in the Faculty and elected by the Faculty, one of whom may be designated by the Dean to serve on the Committee when a Faculty Member is either unable to serve or is disqualified from serving on the Committee.

In addition, the composition of a Faculty Advisory Committee may include:

- (c) by resolution of the Faculty, one or more voting Faculty Members who hold an appointment in another Faculty of the University who will consider either the applications of all candidates or particular candidates identified by the Dean; and

(d) at the request of a candidate, an additional voting Faculty Member who holds an appointment in another Faculty and who is likely to have an understanding of the candidate's academic perspective or the context of the candidate's scholarship and teaching. Where a candidate requests the appointment of an additional member, the request must be addressed to the Dean of the candidate's Faculty and must

- i) specify the perspective or context that is sought to be achieved by adding a member to the Committee, and
- ii) identify the Faculty or Faculties where such an additional member may be found.

When the Dean receives such a request, he or she shall ask the Dean of another Faculty to appoint an appropriate Faculty Member to serve on the candidate's case.

A Chair of a Department and a Director of a School are not eligible to be elected to serve on a Faculty Advisory Committee.

A Faculty Member who is on leave is not eligible to serve as a member of a Faculty Advisory Committee other than in exceptional circumstances with the approval of the Vice-President Academic and Provost.

With regard to applications for tenure, the voting membership of the committee is restricted to Faculty Members on the committee who hold academic appointments with tenure at the University.

## **32.4 Procedures for all Faculty Advisory Committees**

### **32.4.1 Minimum Number of Committee Members**

A committee established under this Article must have a minimum of three Faculty Members.

### **32.4.2 Alternate Committee Members**

A Faculty shall select an alternate Faculty Member to serve on a Committee when a regular member is unable to serve.

### **32.4.3 Faculty Members on Leave**

A Faculty Member who is on leave is not eligible to serve as a member of a Committee under this Article other than in exceptional circumstances with the approval of the Vice-President Academic and Provost.

### **32.4.4 Where the Candidate Holds a Joint Appointment**

Where a Faculty Member holds a joint appointment, the Committee which has responsibility for matters relating to appointment, tenure or promotion of the candidate, shall invite the other academic unit(s) in which the candidate holds an appointment to name a Faculty Member to the committee. The person named becomes a full voting member of the Committee solely for the purpose of considering the candidacy of the person holding a joint appointment.

### **32.4.5 Additional Members**

Where a candidate's scholarship or other factors, including the necessity of assessing teaching effectiveness as the primary criterion, warrant, the Committee may add additional voting or non-voting Faculty Members to a Committee.

### **32.4.6 Chair of the Committee**

The Faculty Advisory Committee shall select a Chair from among its members.

### **32.4.7 Candidate's Question Regarding Composition of Committee**

- (a) A Member who is a candidate for reappointment, tenure or promotion may, in accordance with paragraph (b), question the composition of a Committee on the grounds that:
  - i) a Committee member has a conflict of interest or the candidate has a reasonable apprehension that the Committee member is biased against the candidate; or
  - ii) the membership of the Committee does not include a person who is knowledgeable with regard to either the candidate's methods or field of research or the candidate's teaching methods.

(b) A question under paragraph (a) must be provided to the Dean in writing and must normally be made within ten working days after the Faculty Member has been advised of the composition of the Committee, or of a change in the composition of the Committee. If a Faculty Member does not raise a question regarding the composition of the Committee within the time specified in this paragraph, the Dean may refuse to consider the question and, on any appeal by the Faculty Member, the University Review Committee may refuse to consider the composition of the Committee as a basis for appeal on the grounds that the question was not raised in a timely fashion.

(c) The Dean will determine within five working days whether a question raised by the Faculty Member under this Article should result in a change to the composition of the Committee after receiving submissions from the candidate, the Chair of the Department and, when applicable, any person whose membership on the Committee has been questioned. While the Dean is considering the matter, the Committee will not undertake any discussion of the candidate.

(d) Where the Dean agrees that the composition of the Committee should be changed under *Article 32.4.7(a)(i)*, the Dean shall replace that member with an alternate member or another Faculty Member from the same Department.

(e) Where the Dean agrees that the composition of the Committee needs augmentation under *Article 32.4.7(a)(ii)*, she or he shall add a member to the Committee who is knowledgeable with regard to either the candidate's methods or field of research or the candidate's teaching methods.

#### **32.4.8 Responsibilities of the Faculty Advisory Committee**

##### **(a) Tenure and Promotion Applications**

The Faculty Advisory Committee must consider and make a recommendation to the Dean with regard to each application for tenure or promotion.

##### **(b) Appointments and Reappointments**

If directed by the Faculty, the Faculty Advisory Committee must consider and make a recommendation to the Dean with regard to appointments or reappointments to those ranks or classifications of appointment specified by the Faculty.

##### **(c) The Role of the Committee**

The role of the Faculty Advisory Committee in a departmentalized Faculty is to review the Departmental Committee's recommendation on each application for reappointment (where directed to make a recommendation), tenure or promotion. It will advise the Dean as to whether that recommendation constitutes a sound and unbiased evaluation of a candidate's scholarship, teaching, and other contributions, as appropriate to the position, and of the candidate's suitability for reappointment, promotion or tenure, as judged by the standards of the Framework Agreement, the Faculty Evaluation Policy, and, in the case of reappointment or tenure, the performance expectations of the Department as provided to the Faculty Member in accordance with *Articles 14.1.1, 14.3.1 and 14.5*.

##### **(d) Standards to be Applied in Review**

The Faculty Advisory Committee must give substantial weight to the judgment of experts in the relevant discipline, including both peers at the University and external referees. In making its decision, the Faculty Advisory Committee will consider whether the Departmental Committee:

- i) committed an error in procedure that negatively affected the recommendation and rendered the process unfair to the applicant;
- ii) made a recommendation that was invalid due to bias or a reasonable apprehension of bias; or
- iii) made a recommendation that was clearly unreasonable in light of the relevant standards to be applied.

#### **32.4.9 Submission and Response by the Candidate**

##### **(a) Departmentalized Faculties**

In the case of departmentalized Faculties, the candidate may make a written submission to the Faculty Advisory Committee that responds to the Department's statement of reasons. A candidate's written submission shall be delivered to the Dean not later than five working days after receiving the Department's statement of reasons.

**(b) Non-departmentalized Faculties**

In the case of non-departmentalized Faculties, the candidate may make a written response to the complete list of documents by delivering the response to the Chair of the Committee not later than five working days after receiving the list of documents to be considered by the Committee.

Where an additional document is delivered to the candidate under *Article 25.2*, the candidate shall have at least three working days in which to prepare and deliver a written response to the Committee prior to the Committee's consideration of the candidate.

**32.4.10 Oral Submission by a Candidate**

**(a) Departmentalized Faculties**

In the case of departmentalized Faculties, the candidate is entitled to make an oral presentation to the Faculty Advisory Committee if the candidate gives written notice to the Dean not later than five working days after receiving the Department's statement of reasons.

**(b) Non-departmentalized Faculties**

In the case of non-departmentalized Faculties, the candidate is entitled to make an oral presentation to the Committee if the candidate gives written notice to the Chair of the Committee not later than five working days after receiving the list of documents to be considered by the Committee.

Where an additional document is delivered to the candidate under *Article 25.2* the candidate shall have at least three working days in which to give notice to the Chair of the Committee that the candidate is exercising her or his right to make an oral submission to the Committee.

**32.4.11 Committee's Invitation to Meet Candidate**

The Faculty Advisory Committee may invite a candidate to meet with the Committee.

**32.4.12 Committee's Invitation to the Chair**

In a departmentalized Faculty, the Committee may invite the Chair of the candidate's Department to meet with the Committee. The candidate shall be present at any time when the Chair meets with the Committee.

**32.4.13 Candidate May be Assisted**

A candidate may be assisted in making an oral presentation or at a meeting with the Committee by another Member chosen by the candidate.

**32.5 Role of the Dean**

The Dean of the Faculty observes the proceedings of the Faculty Advisory Committee but shall not participate in a manner that seeks to influence the Committee's recommendation with regard to a particular candidate. The Dean shall draw the Committee's attention to any potential or actual procedural errors in the Committee's processes.

**33.0 VOTING**

**33.1 Secret Ballot**

The Faculty Advisory Committee shall determine its recommendation with regard to each applicant by means of a written secret ballot of its members who are entitled to vote.

**33.2 All Eligible Members Must Vote**

All members of the Committee who are eligible to vote with regard to a candidate's application must vote either in favour of or against the application.

**33.3 Eligibility to Vote**

To be eligible to vote, a Committee Member must have been present during:

- (a) the whole of a candidate's oral presentation and any meeting between the candidate and the Committee; and
- (b) all of the Committee's deliberations concerning a candidate.

### **33.4 Record of Ballot**

The Chair of the Committee must record in writing the results of the ballot conducted with regard to each application. The record must include:

- (a) the number of votes in favour of the candidate's application; and
- (b) the number of votes against the candidate's application.

### **33.5 Retention of Ballots**

The Chair of the Faculty Advisory Committee shall retain the ballots until the application has been granted or denied and all appeals have been determined.

## **34.0 CONFIDENTIALITY OF FACULTY ADVISORY COMMITTEE MEETINGS**

All discussions by members at meetings of a Faculty Advisory Committee are confidential. Members of a Faculty Advisory Committee must not disclose or discuss the Committee proceedings, opinions expressed during the Committee's proceedings or the Committee's recommendations except as otherwise provided in this Agreement.

## **35.0 DEADLINES FOR FACULTY ADVISORY COMMITTEE RECOMMENDATIONS**

The Chair of the Faculty Advisory Committee must forward the Faculty Advisory Committee's written recommendations accompanied by reasons for each recommendation to the Dean and the candidate not later than:

Reappointment: November 15 (in those Faculties where the Faculty has chosen to require recommendations for reappointment to be considered by the Faculty Advisory Committee).

Senior Instructor continuing appointment: November 15

Tenure: December 15.

Promotion which will also confer tenure: December 15

Promotion: March 15.

## **36.0 CANDIDATE'S RESPONSE TO FACULTY ADVISORY COMMITTEE'S RECOMMENDATION**

The candidate may make a written submission to the Dean with regard to the recommendation of the Faculty Advisory Committee not later than seven calendar days prior to the deadline specified in *Article 37.2* for the Dean making her or his recommendation.

## **37.0 DEAN'S RECOMMENDATION ON REAPPOINTMENT, TENURE AND PROMOTION**

### **37.1 Role of the Dean**

The Dean must consider each application for reappointment, tenure and promotion and make her or his own recommendation to the President whether the Dean agrees or disagrees with the recommendation of the Faculty Advisory Committee. The Dean shall give reasons for her or his recommendation.

### **37.2 Deadlines for Dean's Recommendations**

The Dean must transmit her or his written recommendation with a copy of the Faculty Advisory Committee's recommendation to:

- (a) the President, and
- (b) the Faculty Member who is a candidate for reappointment, tenure or promotion

not later than:

Reappointment and Senior Instructor continuing appointment: December 1 of the candidate's final contract year.

Tenure: January 15.

Promotion which will also confer tenure: January 15.

Promotion: April 1.

### **37.3 Appeal of the Dean's Negative Recommendation**

37.3.1 Where the recommendation of the Dean on an application for reappointment, Senior Instructor continuing appointment, tenure or promotion is negative, the candidate may appeal the Dean's recommendation to the University Review Committee by filing a notice of intent to appeal with the Office of the University Secretary not later than:

Reappointment or Senior Instructor continuing appointment: December 15 of the candidate's final contract year.

Tenure: January 31.

Promotion which will also confer tenure: January 31

Promotion: April 15

37.3.2 Where a candidate has filed a notice of intent to appeal the Dean's recommendation to the University Review Committee, the President shall defer her or his decision until she or he has received the University Review Committee's recommendation.

37.3.3 A candidate who has filed a notice of intent to appeal the Dean's recommendation to the University Review Committee must submit his or her appeal to the Office of the University Secretary not later than:

Reappointment or Senior Instructor continuing appointment: January 15 of the candidate's final contract year;

Tenure: March 1;

Promotion which will also confer tenure: March 1

Promotion: May 15

## **38.0 PRESIDENT'S RECOMMENDATION ON REAPPOINTMENT, TENURE AND PROMOTION**

### **38.1 President's Role**

Under the *University Act*, on the recommendation of the President, the Board of Governors appoints Faculty Members and grants tenure and promotion to Faculty Members.

### **38.2 Deadlines for President's Recommendation**

38.2.1 The President shall notify the candidate of her or his recommendation by the following applicable date:

Reappointment and Senior Instructor continuing appointment: January 15 of the candidate's final contract year.

Tenure: February 15.

Promotion which will also confer tenure: February 15

Promotion: June 1.

38.2.2 Where a candidate has filed an appeal to the University Review Committee with regard to the recommendation of the Dean, the President shall notify the candidate of her or his recommendation not later than 30 days after he or she receives the recommendation of the University Review Committee.

### **38.3 President's Acceptance of a Positive Recommendation**

Where the President accepts a Dean's positive recommendation for reappointment, tenure or promotion, she or he shall forward her or his positive recommendation to the Board of Governors and notify the candidate accordingly.

### **38.4 President Declines to Accept a Positive Recommendation**

Where the President declines to accept a Dean's positive recommendation for reappointment, tenure or promotion, she or he must notify the candidate and provide the candidate with written reasons for her or his decision.

### **38.5 Appeal of President's Negative Decision**

38.5.1 If the candidate has not already appealed the Dean's recommendation to the University Review Committee and if the President declines to recommend reappointment, tenure or promotion, the candidate may appeal the President's decision to the University Review Committee by filing a notice of intent to appeal with the Office of the University Secretary not later than the date specified below:

Reappointment or Senior Instructor continuing appointment: January 31 of the candidate's final contract year.

Tenure: March 1.

Promotion which will also confer tenure: March 1

Promotion: June 15.

38.5.2 A candidate who has filed a notice of intent to appeal the President's decision to the University Review Committee must submit his or her appeal to the Office of the University Secretary not later than:

Reappointment or Senior Instructor continuing appointment: March 1 of the candidate's final contract year.;

Tenure: April 1:

Promotion which will also confer tenure: April 1

Promotion: July 15.

### **38.6 Deferral of Decision Pending Completion of Other Proceedings**

Where a candidate for reappointment, tenure or promotion is a respondent or defendant in a proceeding that is pending before a court, a tribunal established pursuant to federal or provincial legislation, or a University tribunal, the President may defer making a final recommendation until the proceeding has been completed and the President shall provide the candidate with written reasons for the deferral.

## **39.0 ACTION OF BOARD OF GOVERNORS**

Unless a notice of intent to appeal to the University Review Committee has been filed, the President must notify the candidate of the Board of Governor's action with regard to each application for reappointment, tenure and promotion by not later than:

Reappointment or Senior Instructor continuing appointment: February 15 of the candidate's final contract year.

Tenure: Promotion which will also confer tenure: March 15.

Promotion: June 30.

## **40.0 UNIVERSITY REVIEW COMMITTEE**

### **40.1 Jurisdiction**

The University Review Committee has jurisdiction over appeals directed to it in respect of:

- (a) annual salary adjustments of Members;
- (b) negative recommendations with regard to the reappointment, Senior Instructor continuing appointment, tenure or promotion of Faculty Members;
- (c) negative decisions with regard to the removal of probationary status or negative recommendations with regard to promotion of Librarians; and



- (d) a denial of an application for Study Leave or a Professional Development Leave made in accordance with the Leave Appeal Procedure of *Article 56*.

## **40.2 Composition and Election of Committee**

### **40.2.1 Composition**

The University Review Committee shall be composed of:

- (a) one Faculty Member with tenure elected by and from each Faculty other than the Faculty of Graduate Studies;
- (b) one Regular Librarian holding a confirmed appointment elected by the Librarians; and
- (c) a Chair appointed jointly by the President of the University and the President of the Association.

### **40.2.2 Persons Not Eligible for Election**

The following are not eligible to be elected as members or appointed as the Chair of the University Review Committee:

- (a) Chairs of Departments;
- (b) Directors of Schools;
- (c) Assistant Deans;
- (d) Associate Deans;
- (e) Deans;
- (f) Associate Vice-Presidents;
- (g) Vice-Presidents;
- (h) President of the University;
- (i) University Librarian;
- (j) Associate University Librarians;
- (k) Association President; and
- (l) Chair of the Association Advising and Dispute Resolution Committee (ADRC).

### **40.2.3 Members Eligible to Nominate and Vote**

Faculty Members who are entitled to file an appeal to the University Review Committee are eligible to nominate and vote for a candidate in the Member's Faculty.

Librarians who are entitled to file an appeal to the University Review Committee are eligible to nominate and vote for a Librarian.

### **40.2.4 Length of Terms**

Except as provided below, the term of members of the University Review Committee, including the Chair, is three years commencing on July 1. No person may serve more than two consecutive terms.

### **40.2.5 Elections Conducted by University Secretary**

Election of members to the University Review Committee shall be conducted in each Spring Term by the University Secretary.

### **40.2.6 Election of Members**

In the election in each Faculty and in the Libraries, the candidate who receives the greatest number of votes shall be elected. In an election in a Faculty or in the Libraries, if two or more candidates receive the same highest number of votes, then the University Secretary shall select by lot from among the candidates with the same highest number of votes the candidate to be declared elected.

#### **40.2.7 Vacancies or Absence of a Sufficient Number of Candidates**

Where no candidate is nominated from a Faculty or the Libraries or a vacancy in the membership of the University Review Committee occurs prior to the next annual election of members, the President of the University and the President of the Association shall appoint a member to the University Review Committee.

#### **40.3 Chair of the University Review Committee**

The responsibilities of the Chair are:

- (a) To appoint Case Panels in accordance with *Article 40.4*;
- (b) To prepare the University Review Committee's annual report to the President of the University and the President of the Association with copies to the Vice-President Academic and Provost, Deans and Departmental Chairs, Directors of Schools and the University Librarian. The annual report shall include a summary of each case (a Case Summary).

Each Case Summary should be prepared so that:

- i) as far as is reasonably possible, it will not disclose the identities of the appellant or respondent;
- ii) it may serve as a non-binding precedent for a future appeal; and
- iii) it may serve an educational function for those who make recommendations or decisions about reappointment, tenure, removal of probationary status, promotion, salary adjustments, or study leave.

#### **40.4 Selection and Composition of Case Panels**

40.4.1 When a notice of intent to appeal or an appeal is received from the Chair of the University Review Committee pursuant to *Article 40.5.3(c)*, the University Secretary shall send a copy of the notice of intent to appeal or the appeal as the case may be, to:

- (a) the Dean of the appellant's Faculty, or the University Librarian where the appeal is by a Librarian;
- (b) the Vice-President Academic and Provost;
- (c) the President of the University; and
- (d) the President of the Association, provided that, if the appellant is not a Member of the Association, the appellant supplies the University Secretary with a written consent.

40.4.2 The Chair of the University Review Committee shall appoint Case Panels for each appeal and shall designate one of the appointees to be the Chair of the Panel.

A Case Panel with regard to an appeal relating to salary adjustments or a denial of an application for Study Leave shall be composed of three persons.

Case Panels with regard to other appeals shall be composed of five persons.

The Chair may not appoint herself or himself to a Case Panel.

40.4.3 The Chair of the University Review Committee shall appoint Case Panels for each appeal from the available members of the University Review Committee, whose members, where possible, have the following attributes:

- (a) one member, normally from the appellant's Faculty, who is likely to understand the academic perspectives and evaluation practices of the appellant's discipline or Faculty or School or the Libraries;
- (b) one member of the appellant's gender;
- (c) where the appellant is from a professional Faculty or School, one member who is from a professional Faculty or School.

More than one of the above attributes may be satisfied by an individual member of the Case Panel.

40.4.4 A member of the University Review Committee who is in a conflict of interest with the appellant or the respondent shall not serve on a Case Panel for that appeal.

40.4.5 One of the persons selected for a Case Panel shall normally be the member from the Faculty of the appellant. In the case of an appeal by a Librarian, the Librarian member of the University Review Committee shall normally be a member of the Case Panel.

40.4.6 If the term of a member of a Case Panel ends before the Case Panel has finished with the case it is considering, then the term of that member is deemed to be extended and the member is expected to continue to serve on the Case Panel until the Case Panel has decided the appeal and written its reasons.

40.4.7 A Case Panel may continue with an appeal even if one or two members are unable to continue because of illness, conflict of interest or reasonable apprehension of bias provided that there is a quorum of three members.

40.4.8 The recommendation of a Case Panel is deemed to be the recommendation of the University Review Committee.

## **40.5 Appeals**

**40.5.1** A Faculty Member may file an appeal with regard to:

- (a) a negative recommendation of a Dean or a Line Authority concerning reappointment, Senior Instructor continuing appointment, tenure or promotion;
- (b) a negative recommendation of the President concerning an application for reappointment, Senior Instructor continuing appointment, tenure or promotion;
- (c) a recommendation of the Vice-President Academic and Provost concerning the Faculty Member's annual salary adjustment; and
- (d) the denial by the Vice-President Academic and Provost of an application for Study Leave or Administrative Leave..or Professional Development Leave.

**40.5.2** A Librarian may file an appeal with regard to:

- (a) a decision of the University Librarian or the Vice-President Academic and Provost not to remove probationary status;
- (b) a negative recommendation of the University Librarian or the Vice-President Academic and Provost concerning promotion;
- (c) a recommendation concerning a Librarian's annual salary adjustment; or
- (d) the denial by the Vice-President Academic and Provost of an application for Study Leave.

### **40.5.3 Appeal Process**

- (a) A notice of intent to appeal and the subsequent appeal should be prepared in accordance with *The Preparation of an Appeal* guide approved by the President of the University and the President of the Association. A copy of the guide may be obtained from the University Secretary.
- (b) The Chair of the University Review Committee shall review the appeal and may advise the appellant to rewrite the appeal in accordance with the guide, if in the opinion of the Chair, such rewriting would appreciably facilitate the work of the Case Panel that will consider the appeal.
- (c) After the Chair of the University Review Committee has reviewed the notice of intent to appeal or the appeal, the Chair shall send the notice of intent to appeal or the appeal (or revised appeal, if revisions have been made) to the University Secretary for distribution pursuant to *Article 40.4.1*.

## **40.6 Grounds of Appeal**

An appeal filed by a Faculty Member or a Librarian is limited to one or more of the following grounds:

- (a) in the case of an appeal by either a Faculty Member or a Librarian
  - i) there was an error in the procedures or their application leading to the recommendation under appeal,

- ii) the recommendation under appeal is clearly unreasonable considering the documentation and other evidence properly submitted in the process leading to the recommendation under appeal;
- (b) in the case of a Faculty Member, the criteria and standards specified in this Agreement for reappointment, tenure, promotion, salary adjustment, or an application for Study Leave were not properly considered;
- (c) in the case of a Librarian, the criteria and standards specified in this Agreement for removal of probationary status, promotion, salary adjustment, or an application for Study Leave were not properly considered.

#### **40.7 Filing an Appeal**

- (a) A notice of intent to appeal and the subsequent appeal must be filed with the University Secretary who shall immediately forward the documents to the Chair of the University Review Committee for (in the case of the appeal) review pursuant to *Article 40.5.3(b)*.
- (b) A notice of intent to appeal and the subsequent appeal must be filed in compliance with the deadline specified by this Agreement.

#### **40.8 Content of Response to an Appeal**

- (a) The respondent should not respond to the notice of intent to appeal, but only to the appeal itself.
- (b) A respondent should write the response to the appeal in accordance with the *Response to an Appeal* guide approved by the President of the University and the President of the Association. A copy of the guide may be obtained from the University Secretary.
- (c) The Chair of the University Review Committee may advise the respondent to rewrite the response in accordance with the guide, if in the opinion of the Chair, such rewriting would appreciably facilitate the work of the Case Panel that will consider the appeal.

#### **40.9 Issues to be Determined by the Case Panel**

With regard to an appeal the Case Panel shall determine and base its recommendation on whether:

- (a) there was a defect in the procedures or their application leading to the recommendation under appeal that materially prejudiced the outcome; or
- (b) the recommendation under appeal was made without proper consideration of the criteria and standards stipulated in this Agreement, and whether the failure to expressly consider one or more of the criteria could reasonably be regarded as having materially affected the recommendation under appeal; or
- (c) a reasonable person exercising her or his judgement on evidence, which was properly tendered in accordance with this Agreement in the process leading to the decision or recommendation under appeal, could not have made the recommendation or decision that is under appeal.

#### **40.10 Procedural Guidelines for a Case Panel**

40.10.1 (a) Normally, a Case Panel will base its decision on the documents filed and will not hold a hearing for an appeal concerning a salary adjustment or a denial of Study Leave. However, a hearing will be held if both the appellant and the respondent request a hearing; and

- (b) A Case Panel shall hold a hearing on all other appeals unless both the appellant and the respondent elect to proceed on the documents filed by the appellant and the respondent without a hearing.

40.10.2 The Procedural Guidelines used by Case Panels shall be those that are approved in writing by the President of the University and the President of the Association and filed with the University Secretary.

40.10.3 Any amendment of the Procedural Guidelines must be approved in writing by the President of the University and the President of the Association and filed with the University Secretary.

40.10.4 A copy of the Procedural Guidelines and any amendments thereto must be sent to:

- (a) the Chair of each Department;
- (b) the Director of each School;

- (c) the Dean of each Faculty;
- (d) the Vice-President Academic and Provost; and
- (e) the University Librarian.

40.10.5 The University Secretary shall provide, free of charge, a copy of the Procedural Guidelines to any Member who requests a copy.

#### **40.11 Right to Counsel or Advocate**

An appellant has the right to retain and be represented before a Case Panel by legal counsel or an advocate of her or his choice. All costs of retaining counsel (or advocate) are to be borne by the appellant.

#### **40.12 Use of Case Summaries of Previous Appeals**

In their respective submissions to a Case Panel, appellants and respondents may refer to case summaries that are contained in annual reports of the University Review Committee made under *Article 40.3* subsequent to the signing of this Agreement. Case summaries of these previous appeals may serve as guidance to a Case Panel with regard to the interpretation of the relevant sections of the Framework Agreement; however, case summaries are not regarded as binding precedents and each appeal must be decided on its own merits. Case summaries shall be available from the Office of the University Secretary.

#### **40.13 Determinations of the Case Panel**

##### **40.13.1 Reappointment, Tenure and Promotion Appeals**

The Case Panel makes its recommendation to the President of the University where the recommendation under appeal concerns:

- (a) a recommendation with regard to the reappointment, tenure, or promotion of a Faculty Member;
- (b) a decision not to remove probationary status or a recommendation with regard to the promotion of a Librarian;
- (c) the denial of an application for Study Leave.

##### **40.13.2 Salary Appeals**

Where an appeal is an appeal of a decision of the Vice-President Academic and Provost with regard to a salary adjustment, the Case Panel makes its recommendation to the President of the University.

40.13.3 The University Secretary is responsible for transmitting copies of the determinations of a Case Panel to:

- (a) the appellant;
- (b) the President of the University;
- (c) the Vice-President Academic and Provost;
- (d) the person(s) whose recommendation or decision was the subject of the appeal;
- (e) all members of the University Review Committee; and
- (f) the President of the Association where the appellant either is a member of the Association, or is not a member of the Association and provides the University Secretary with a written consent.

#### **40.14 Determination of the President**

When the President has made a decision after considering a recommendation of the Case Panel in any appeal, the President's office will send the final decision to:

- i. the appellant;
- ii. the Vice-President Academic and Provost;
- iii. the person(s) whose recommendation or decision was the subject of the appeal;

- iv) the Chair of the University Review Committee, who shall have the responsibility to distribute the decision to all Members of the Case Panel;
- v) the Chair (if any) and the Dean of the appellant's unit or the University Librarian in the case of a Librarian;
- vi) the President of the Association where the appellant either is a Member of the Association, or is not a Member of the Association and provides the University Secretary with a written consent; and
- vii) any administrative officer whose action is required to give effect to the President's decision.

## **41.0 MEMBER'S OFFICIAL FILES**

### **41.1 Official Performance File**

#### **41.1.1 Purpose**

Where the performance of a Member is being evaluated for the purpose of reappointment, tenure, promotion, removal of probationary status (Librarian), or salary, the only documents and information that may be considered are:

- (a) documents or information that are contained or deemed by *Article 41.1.4* to be contained in the Member's Official Performance File; and
- (b) documents or information submitted by the Member.

#### **41.1.2 Location**

A Member's Official Performance File shall be kept and maintained:

- (a) in the case of a Faculty Member, in the office of the Chair of the Member's Department (Dean in the case of a non-Departmentalized Faculty); and
- (b) in the case of a Librarian, in the office of the University Librarian.

#### **41.1.3 Content**

The Official Performance File of a Member must contain only documents and information that pertain to the evaluation of the Member for the purpose of reappointment, tenure, promotion, removal of probationary status (Librarian), or salary. Examples of information that pertains to evaluation for these purposes include:

- (a) the Member's curriculum vitae;
- (b) recommendations with regard to reappointment, tenure or promotion of a Faculty Member made by a Departmental Committee, Faculty Advisory Committee, or Appointments Committee including all documents specified in the list of documents provided to the candidate with the Departmental recommendation;
- (c) recommendations with regard to promotion of a Librarian made by the University Libraries Advisory Committee on Rank and Promotions;
- (d) recommendations with regard to reappointment, tenure or promotion of a Faculty Member made by a Dean, or a recommendation with regard to promotion of a Librarian made by the University Librarian, or a recommendation by the President with regard to any of the above;
- (e) recommendations for salary adjustments by a Chair, Director, Dean or University Librarian;
- (f) decisions by the Vice-President Academic and Provost with regard to a Member's request for a salary review;
- (g) an evaluation of a Librarian;
- (h) an Annual Review of a Faculty Member and any response to it;
- (i) reports with regard to the Member by a tribunal appointed under
  - i) the Harassment Policy;
  - ii) the Policy on Scholarly Integrity; or

- iii) any other University policy.
- (j) reports of the University Review Committee.

**41.1.4** A Member's Official Performance File shall be deemed to include:

- (a) any publications of the Member that are referred to in the Member's curriculum vitae without the need to physically include a copy in the Official Performance File; and
- (b) a Faculty Member's Teaching Dossier.

**41.1.5 Identification of Author**

Each document and other forms of information contained in the Official Performance File shall identify the author or creator of the document or information except where a summary is authorized by *Article 41.3.2*.

**41.1.6 Material Excluded from Official Performance File**

A Member's Official Performance File shall not include:

- (a) anonymous letters, documents or information, except those specified in *Article 13.8*, whose authors or creators are not identified; and
- (b) letters, documents or information with regard to any complaint that, after investigation, and any hearing or appeal, has been resolved in favour of the Member.

**41.1.7 Removal of Items**

41.1.7.1 Any record of disciplinary action taken under *Article 59* which presently is held in the Official Performance File shall be moved to the Personnel File within six months of the signing of this Agreement.

41.1.7.2 At the conclusion of any consideration of the Member for reappointment, promotion, tenure, or removal of probationary status of a Librarian, any documents created specifically for or as a result of that process, such as letters of reference and reports of committees, shall be removed from the Member's Official Performance File and retained in accordance with the Unit's policy in the Personnel File in the Unit. Nothing in this Article precludes a Member from including in her or his Official Performance File, on any subsequent consideration, any of these documents. The final recommendation shall be retained in the Official Performance File.

**41.1.8 Initial Creation of Official Performance File**

- (a) After the coming into force of this Agreement:
  - i) a Chair has the responsibility of creating an Official Performance File for each Faculty Member in the Chair's Department;
  - ii) the Dean of each non-Departmentalized Faculty has the responsibility of creating an Official Performance File for each Faculty Member in the Dean's Faculty; and
  - iii) the University Librarian has the responsibility of creating an Official Performance File for each Librarian.
- (b) Anonymous documents or material, except those specified in *Article 13.8*, that are contained in a Member's Official Performance File at the time of the ratification of this Agreement, shall be removed.

**41.1.9 Obligation to Notify Member of Right to Examine Her or His File**

After a Member's Official Performance File has been created, the Chair (Dean in a non-Departmentalized Faculty or University Librarian in the case of a Librarian) shall notify the Member of her or his right to examine the Member's Official Performance File.

**41.1.10 Copies of Additions to File to be Sent to Member**

After creation of a Member's Official Performance File, subject to *Article 41.3.2*, a copy of any document or information not supplied by the Member that is placed in a Member's Official Performance File shall be provided to the Member.

## **41.2 Personnel File**

All documents related to the Member's employment status or performance that are not included in the Official Performance File, and that are retained by the University Administration, regardless of their location, shall be deemed to constitute the Member's Personnel File. Any record of disciplinary action taken under *Article 59* shall be removed upon request of the Member, or, if no request is made, shall be deemed to be removed from the Personnel File after six years from the date when the action was taken unless the conduct that was the subject of the disciplinary action has been repeated within such six-year period. The information contained in these files shall not be used in the evaluation of a Member, except as specified in *Article 59.1.3(b)*, for the purpose of reappointment, tenure, promotion, removal of probationary status (Librarian), or salary adjustment. A Member's Personnel File shall not include anonymous letters or un-attributed documentation.

Any material relating to the application of *Article 59* shall be removed from the Personnel File in accordance with that Article.

## **41.3 Member's Right To Inspect Official Performance and Personnel Files**

### **41.3.1 Notice Requirement**

Members have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of their Member's Official Performance File and Personnel File referred to in this Article except for confidential letters of reference and confidential interview reports.

### **41.3.2 Confidential Letters and Reports**

With regard to confidential letters of reference and confidential interview reports, the Member is entitled either to a copy of the body of the letter with the letterhead and the signature of the writer removed or, if the writer could still be identified, a summary of the letter prepared in a manner that is unlikely to disclose the identity of the author.

### **41.3.3 Production of Identification**

A Member making a request to examine her or his Personnel File must produce identification, if requested, that is satisfactory to the custodian of the file and the examination shall be carried out in the presence of the custodian.

### **41.3.4 No Removal**

A Member may not remove any of the contents when inspecting her or his Official Performance File or Personnel File.

## **41.4 Member's Right to Make Copies**

A Member shall have the right, on written request, to obtain a copy of any document in her or his Official Performance File or Personnel File subject to *Article 41.3.2*. Normally, such copies will be provided free of charge.

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

A Member may challenge the inclusion or exclusion of documents in either of the Member's Official Files referred to in this Article. The Member has the right to include in her or his Official Files a statement commenting on the accuracy of any documents in the file. The responsibility and authority to remove documents lies with the Chair, Dean and the University Librarian. For the portion of the Member's Personnel File kept in the Department of Human Resources, the responsibility and authority to remove documents lies with the Executive Director of Human Resources.

## **41.6 Confidentiality of a Member's Official Files**

41.6.1 A Member's Official Performance File is confidential to the Chair of the Member's Department, Dean of the Member's Faculty, University Librarian in the case of a Librarian, Associate Vice-President Legal Affairs, Associate Vice-President Academic, Vice-President Academic and Provost, President, and their respective administrative and secretarial staff.

41.6.2 A Member's Personnel File is confidential to staff members in the Department of Human Resources, and the relevant University administrators listed in *Article 41.6.1*.

41.6.3 The Member's Official Performance File and Personnel File referred to in this Article are not open to other persons except with the written permission of the Member.



## **42.0 TYPES OF LEAVE**

The following types of leave are available:

- (a) Study Leave (Tenured or Tenure-Track Faculty Members);
- (b) Study Leave (Artists-in-Residence);
- (c) Professional Development Leave (Academic Administrators)
- (d) Study Leave (Librarians);
- (e) Study Leave (Senior Instructors);
- (f) Administrative Leave;
- (g) Maternity, Parental and Adoption Leave;
- (h) Leave Without Salary;
- (i) Sick Leave;
- (j) Political Leave;
- (k) Special Leave;
- (l) Leave for Jury and Witness Duty.

Each type of leave is subject to the application of different criteria and conditions.

## **43.0 STUDY LEAVE - TENURED OR TENURE-TRACK FACULTY MEMBERS**

### **43.1 General**

43.1.1 Study Leave is provided to eligible Faculty Members to enable them to engage in research, scholarly, and creative activities for an extended period of time uninterrupted by teaching and administrative responsibilities. Its purpose is to enhance and increase the knowledge, expertise or teaching effectiveness of Faculty Members in their respective academic disciplines.

43.1.2 The Parties recognize the importance, while Faculty Members are on Study Leave, of maintaining academic programs at the level that will enable students to complete the requirements of their respective degree programs.

43.1.3 Faculty Members who are on Study Leave shall not serve on University, Faculty, or Departmental Committees without the approval of the Faculty Member's Dean.

43.1.4 Study Leave is not provided to enable Faculty Members to qualify for an advanced academic degree.

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

### **43.2 Application**

October 1 is the deadline for an eligible Faculty Member to submit an application for Study Leave to the Chair of the Faculty Member's Department (Dean in the case of a non-Departmentalized Faculty) for a Study Leave that will commence on July 1 or January 1 of the academic year following the year in which the application is made.

### **43.3 Recommendation and Approval of Applications**

#### **43.3.1 Number of Study Leaves that Can be Taken in a Year**

(a) Subject to an evaluation of the merit of each application for Study Leave, the University expects that each Faculty Member will be on Study Leave according to *Articles 43.5.1 – 43.5.3*. However, the number of Study Leaves that the University can grant in each year in an academic unit is contingent upon suitable arrangements being made to fulfill the academic unit's teaching commitments and graduate student supervision obligations during a period of Study Leave.

(b) Where several Faculty Members in the same academic unit become eligible for Study Leave in the same academic year, the University may not be able to grant all of the approved applications for Study Leave and

some approved applications for Study Leave may need to be deferred and dealt with under sub-paragraph (c) of this Article.

(c) Where a Faculty Member's approved Study Leave is deferred under this Article, the period of deferral counts as eligible service toward a Study Leave that follows the deferred Study Leave. This sub-paragraph applies only where a Faculty Member's Study Leave application has been deferred by the University under this Article following an application for Study Leave by the Faculty Member.

(d) If a Faculty Member's approved Study Leave is deferred under *Article 43.3.1(b)*, the approval shall be valid so long as the University continues to defer the Study Leave.

#### **43.3.2 Recommendations by the Chair and the Dean**

The Chair (in a Departmentalized Faculty) and subsequently the Dean shall review each application for Study Leave and make a recommendation to the Vice-President Academic and Provost that includes:

- (a) an assessment of whether the Faculty Member's proposed research, scholarly, or creative activity has scholarly or creative merit;
- (b) confirmation that a Faculty Member's proposed arrangements with regard to any use of space or facilities at the University or at other institutions is suitable;
- (c) where the applicant has previously been granted a Study Leave at the University,
  - i) confirmation of whether or not the applicant submitted a Study Leave report upon the completion of the Study Leave,
  - ii) confirmation that the research, scholarly or creative activity that was undertaken during the Faculty Member's last Study Leave enhanced the reputation of the University, resulted in scholarly productivity by the Faculty Member, or benefited the students of the University;
  - iii) a brief assessment of the Faculty Member's scholarly achievements, teaching effectiveness and other contributions since her or his last Study Leave, and
- (d) an assessment of the academic unit's ability to fulfil adequately its academic responsibilities during the period of the Faculty Member's Study Leave; and
- (e) confirmation that suitable arrangements will be made for the supervision of graduate students who are being supervised by the Faculty Member.

#### **43.3.3 Approval of Vice-President Academic and Provost**

Applications for Study Leave are considered by the Vice-President Academic and Provost who determines whether an application will be recommended for approval after:

- (a) determining whether the Faculty Member satisfies the eligibility requirements for a Study Leave, and
- (b) considering the recommendations of the Chair and the Dean.

#### **43.4 Obligation to Return**

43.4.1 Faculty members who take a Study Leave are under an obligation to return to the University for a period of time that is equal to the length of the Study Leave.

43.4.2 A Faculty Member who does not fulfill her or his obligation to return to the University is in breach of her or his contract with the University and will be required to pay liquidated damages in the amount of 50% of the net salary paid to the Faculty Member during the period of Leave, unless the University expressly releases the Faculty Member from the obligation to pay such damages.

#### **43.5 Eligibility and Study Leave Remuneration**

The following Faculty Members are eligible for Study Leave in accordance with the provision of *Article 43*;

- (a) Tenured Faculty Members; and
- (b) Faculty Members with eligibility for tenure.

#### **43.5.1 Six Month Leave after Three Years**

An eligible Faculty Member who, by the time of the commencement of a Study Leave under this sub-article, has completed at least three years but less than six years of full-time service in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the person has not previously had a Study Leave, may apply for a six-month Study Leave during which the Faculty Member is entitled to receive the following salary support, subject to any provisions to the contrary contained in the current Salary Settlement:

- (a) two-thirds (2/3) of the salary the Faculty Member would have received had he or she not gone on Study Leave, and
- (b) three-tenths (3/10) of the floor of the Assistant Professor rank or of the amount substituted for it in the current Salary Settlement.

For the 2006-2010 Salary Settlement, the amount of the floor of the Assistant Professor rank in (b) has been replaced by \$45,740.

#### **43.5.2 Six Month Leave after Six Years**

An eligible Faculty Member who, by the time of the commencement of a Study Leave under this sub-article, has completed at least six years of full-time service in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the person has not previously had a Study Leave, may apply for a six-month Study Leave during which the Faculty Member is entitled to receive the following salary support subject to any provisions to the contrary contained in the current Salary Settlement:

- (a) two-thirds (2/3) of the salary the Faculty Member would have received had he or she not gone on Study Leave, and
- (b) four-tenths (4/10) of the floor of the Assistant Professor rank or of the amount substituted for it in the current Salary Settlement.

For the 2006-2010 Salary Settlement, the amount of the floor of the Assistant Professor rank in (b) has been replaced by \$45,740.

#### **43.5.3 Twelve Month Leave after Six Years**

An eligible Faculty Member who, by the time of the commencement of a Study Leave under this sub-article, has completed at least six years of full-time service in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the person has not previously had a Study Leave, may apply for a 12-month Study Leave during which the Faculty Member is entitled to receive the following salary support subject to any provisions to the contrary contained in the current Salary Settlement:

- (a) two-thirds (2/3) of the salary the Faculty Member would have received had he or she not gone on Study Leave, and
- (b) seven-twentieths (7/20) of the floor of the Assistant Professor rank or of the amount substituted for it in the current Salary Settlement.

For the 2006-2010 Salary Settlement, the amount of the floor of the Assistant Professor rank in (b) has been replaced by \$45,740.

#### **43.5.4 Part-Time or Reduced Appointments**

With regard to an eligible Faculty Member who holds a part-time or reduced appointment, the qualifying number of years of eligible service in the employment of the University is the same as for full-time eligible Faculty Member. The salary during such a Study Leave is prorated in accordance with the part-time Faculty Member's percentage of full-time service during the qualifying period.

#### **43.5.5 Periods That Are Not Counted Toward Eligibility for Study Leave**

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

- (a) Leave Without Salary;

- (b) Study Leave;
- (c) Administrative Leave;
- (d) Political Leave;
- (e) Special Leave;
- (f) any period when the Faculty Member is on Long-Term Disability;
- (g) any period prior to the Faculty Member's last Study Leave other than as defined in *Article 43.14*;
- (h) any period that the Faculty Member held an appointment at another academic institution unless the credit for such service is expressly granted in the Faculty Member's Notice of Appointment; and
- (i) any period that is counted as service for an Administrative Leave.

#### **43.5.6 Adjustment of Faculty Salaries during Period of Study Leave**

If a Faculty Member's Salary or the amount provided for under *Articles 43.5.1(b), 43.5.2(b) and 43.5.3(b)* is increased during the period of Study Leave, the effect of the increase shall be reflected in the remaining portion of the Study Leave salary.

#### **43.5.7 Contribution to Benefits**

The University and the Faculty Member shall continue to contribute fully to pension and personnel benefits in the same manner as if the Faculty Member were not on Study Leave.

#### **43.6 Notification of Approval**

Faculty Members who apply for Study Leave by October 1 will normally be notified by January 31 whether the application has been approved.

#### **43.7 Modification of Leave Project after Approval**

Any significant modification to a Study Leave project that has been approved by the Vice-President Academic and Provost must be approved by the Faculty Member's Dean and the Vice-President Academic and Provost.

#### **43.8 Commencement of Leave**

A Study Leave will normally commence on either July 1 or January 1. On the recommendation of the Dean and with the approval of the Vice-President Academic and Provost, Study Leave may commence on another date.

#### **43.9 Restrictions on Supplementary Employment During Leave**

43.9.1 During a period of Study Leave, a Faculty Member with a full-time appointment continues to be a full-time employee of the University and is expected to devote her or his time to the purposes for which Study Leave is granted. A Faculty Member remains subject to the Articles of this Agreement on Conflict of Commitment and external professional activities.

43.9.2 A Faculty Member who spends part of her or his Study Leave at another University and who is to provide instruction or other services may receive remuneration provided that the income for such services together with the Faculty Member's Study Leave salary does not exceed the Faculty Member's regular salary by more than 15% for the period of Study Leave.

43.9.3 A Faculty Member may not accept remuneration or enter into an employment relationship with another employer that is incompatible with the *Article on Conflict of Commitment* or the policies that apply to a Faculty Member who is not on Study Leave. Any exception to this restriction must be consistent with the purposes for which Study Leave is provided and requires the prior written approval of the Vice-President Academic and Provost.

43.9.4 Where approval for supplementary employment is given by the Vice-President Academic and Provost and the salary from the supplementary employment together with the Faculty Member's Study Leave salary during a period of Study Leave will exceed the Faculty Member's regular salary by more than 15%, then the University's contribution to the Faculty Member's Study Leave salary will normally be reduced so that the sum of the income from the supplementary employment and the Study Leave salary is equal to no more than 115% of the Faculty Member's regular salary.

### **43.10 Continued Application of University Policies and Benefits**

A Faculty Member on Study Leave continues to be a full-time employee of the University and remains subject to this Agreement and all current University policies including those governing personnel benefits.

### **43.11 Leave Report**

Prior to the salary adjustment review immediately following the completion of a Study Leave, a Faculty Member must submit a Study Leave Report to the Faculty Member's Dean that provides an account of

- (a) the research, scholarly and creative activities undertaken during the Study Leave, including whether these activities varied from the approved Study Leave application and, if so, the nature of the variation;
- (b) how the Faculty Member expects the research, scholarly and creative activities undertaken during the Study Leave will contribute to or enhance the Faculty Member's:
  - i) research;
  - ii) scholarly publications or creative works; or
  - iii) teaching effectiveness.

### **43.12 Eligibility After Completion of a Study Leave**

Normally, where a Faculty Member completes a Study Leave, the number of years of eligible service toward a future Study Leave is zero, and no years of service prior to the completed Study Leave may be counted as eligible years of service for a future Study Leave.

### **43.13 Relationship of Study Leave Eligibility and Administrative Appointments**

43.13.1 When a Faculty Member is appointed to an administrative position within the University, any Study Leave eligibility that the Faculty Member has accumulated prior to the commencement of the administrative appointment is deferred until completion of the term of appointment and any reappointment, and may be counted toward eligibility for a future Study Leave.

43.13.2 If a Faculty Member who is appointed to an administrative position within the University and does not acquire a sufficient number of years of eligible service to become eligible for an Administrative Leave, those years of administrative service to the University are regarded as years of eligible service toward a Study Leave.

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

Where a Faculty Member is granted Study Leave by the Vice-President Academic and Provost and such leave is subsequently deferred at the request of the University, the period of deferment to a maximum of five years may be applied towards eligibility for a succeeding Study Leave.

### **43.15 Study Leave and Long Term Disability**

43.15.1 A Faculty Member may not apply for a Study Leave that will commence while the Faculty Member is on Long Term Disability or that will commence during any return to work program under the Long Term Disability plan.

43.15.2 Subject to *Article 43.15.3*, where a Faculty Member returns to work from Long Term Disability with a reduced FTE during a return to work period under the Long Term Disability plan, the period worked will count as service toward Study Leave and, for purposes of computing salary on Study Leave, will be treated in accordance with *Article 43.5.4*.

43.15.3 Where a Faculty Member returns to work from Long Term Disability with a reduced FTE during a return to work period which exceeds or is likely to exceed one year, the Faculty Member may choose to accumulate sufficient service such that he or she will have served, over a longer period of time, the equivalent of the years required to be eligible for Study Leave at the Faculty Member's regular FTE. In that case:

- a) the Faculty Member must notify the Dean in his or her application for Study Leave that he or she intends to accumulate service under this article and must explain how the equivalent service is to be established; and
- b) if the Faculty Member's Study Leave is approved, the Faculty Member's salary during Study Leave will be based upon the Faculty Member's regular FTE salary.

## **44.0 STUDY LEAVE - ARTISTS-IN-RESIDENCE**

### **44.1 Appointment prior to July 1, 2006**

An Artist-in-Residence appointed prior to July 1, 2006 is entitled to Study Leave on the same terms and conditions as a tenure-track Assistant Professor. The provisions of *Article 43.0* apply.

### **44.2 Appointment on or after July 1, 2006**

44.2.1 The Dean of a Faculty appointing an Artist-in-Residence on or after July 1, 2006 shall determine whether the Artist-in-Residence will be evaluated for annual salary evaluation in accordance with the ratio for a Senior Instructor (80:20) or for a tenure-track Assistant Professor (40:40:20), based upon whether the teaching and creative endeavours of the Artist-in-Residence are more aligned with a Senior Instructor or an Assistant Professor.

44.2.2 Based upon the determination of the Dean at the time of appointment, the Artist-in-Residence will receive Study Leave on the same terms and conditions as either a Senior Instructor or an Assistant Professor and the provisions of *Article 47.0* (Study Leave-Senior Instructors) or *Article 43.0* (Study Leave- Tenured or Tenure Track Faculty Members) as appropriate will apply.

## **45.0 PROFESSIONAL DEVELOPMENT LEAVE – ACADEMIC ADMINISTRATORS**

45.1 The purpose of Professional Development Leave is to enable an Academic Administrator to engage in research and scholarship or to further his or her professional expertise through completion of a professional project.

45.2 Academic Administrators who have held the appointment for at least six years are eligible for one period of Professional Development Leave, provided the required administrative duties of the Academic Administrator can be adequately provided for during the leave period.

45.3 The remuneration of the Academic Administrator on Professional Development Leave will be 5.5% of his or her basic annual salary for each year of continuous full-time employment since the later of the date at which he or she was appointed or the end of the last Professional Development Leave to a maximum of 66% of annual salary.

45.4 The length of leave may vary between four and eight months, subject to the approval of the Academic Administrator's Dean or, where not appointed to a department, Line Authority.

45.5 The following Articles apply to Professional Development Leave, substituting "Academic Administrator" for "Librarian" and "Dean or Line Authority" for "University Librarian": *46.1.2; 46.1.3; 46.2; 46.3; 46.5.4; 46.5.5; 46.5.6; 46.5.7; 46.6-46.9* inclusive.

45.6 Notwithstanding the provisions of *Article 45.2* to *45.5* at the time of initial appointment, the University and the Academic Administrator may agree, where appropriate, that the Academic Administrator will be provided with Study Leave in lieu of Professional Development leave.

## **46.0 STUDY LEAVE - LIBRARIANS**

### **46.1 Purpose**

46.1.1 Study Leave is provided to eligible Librarians to enable them to engage in a professional project (this may include research, scholarship or registration in a course of study with regard to librarianship, archival studies or an academic or technical subject) for an extended period of time for the purpose of increasing knowledge related to the librarians professional responsibilities, advancing academic librarianship, or enhancing the Librarian's ability to meet changing needs in the Libraries.

46.1.2 Librarians who are on Study Leave shall not serve on committees of the University or the Libraries without the approval of the University Librarian.

46.1.3 Study Leave is not granted automatically and is subject to approval of an application for Study Leave.

### **46.2 Application**

An eligible Librarian shall submit an application for Study Leave to the University Librarian not less than six months prior to the intended commencement of the Study Leave.

## **46.3 Approval of Application**

### **46.3.1 Recommendation of the University Librarian**

The University Librarian shall review each application for Study Leave and make a recommendation to the Vice-President Academic and Provost that includes:

- (a) an assessment of whether the Librarian's proposed professional project has merit;
- (b) confirmation that a Librarian's proposed arrangements for any use of space or facilities at the University or another institution are suitable;
- (c) a brief assessment of the Librarian's professional performance, scholarly and professional activities, and University service since her or his last Study Leave; and
- (d) an assessment of the ability of the Librarian's unit to fulfill its service requirements during the period of the Librarian's Study Leave.

### **46.3.2 Approval of Vice-President Academic and Provost**

The Vice-President Academic and Provost shall determine whether an application for Study Leave submitted by a Librarian will be recommended for approval after:

- (a) determining whether the Librarian satisfies the eligibility requirements for a Study Leave; and
- (b) considering the recommendation of the University Librarian.

### **46.3.3 Notification**

A Librarian who has applied for Study Leave will be notified in writing within one month of submitting the application to the University Librarian if the application has been denied. The decision to deny a Study Leave can be appealed in accordance with the procedure outlined in *Article 56.0*. A successful applicant will be notified in writing within one month or as soon thereafter as is practical.

### **46.3.4 Modification of Study Leave Proposal**

Any significant modification to a Study Leave proposal that has been approved by the Vice-President Academic and Provost must be approved by the University Librarian and the Vice-President Academic and Provost.

## **46.4 Obligation to Return**

46.4.1 A Librarian who takes a Study Leave is obliged to return to the University for a period of time that is not less than the length of the Study Leave.

46.4.2 A Librarian who does not fulfill her or his obligation to return to the University is in breach of her or his contract with the University and will be required to pay liquidated damages in the amount of 50% of the net salary paid to the Librarian during the period of Leave, unless the University expressly releases the Librarian from the obligation to pay such damages.

## **46.5 Eligibility and Study Leave Remuneration**

### **46.5.1 Length of Study Leave and Salary Support After Three Years**

Commencing with Study Leaves scheduled to begin July 1, 2004, a Librarian who has completed a minimum of three years continuous service at the University as a Librarian or who has completed a minimum of three years of continuous service since her or his last Study Leave shall be entitled to Study Leave on the basis of three months study leave at 100% of her or his base salary.

### **46.5.2 Length of Study Leave and Salary Support After Six Years**

Commencing with Study Leaves scheduled to begin July 1, 2004, a Librarian who has completed a minimum of six years continuous service at the University as a Librarian or who has completed a minimum of six years of continuous service since her or his last Study Leave shall be entitled to Study Leave on the basis of six months study leave at 100% of her or his base salary.

46.5.3 Transitional provisions governing the change between this Article and the Article in effect until July 1, 2004 are found in the 2004-2006 Salary Settlement (Appendix "A2").

#### **46.5.4 Periods That are not Counted Toward Eligibility for Study Leave**

In calculating the number of years of service at the University for the purpose of determining a Librarian's eligibility for Study Leave, the following periods are not counted as eligible years of service:

- (a) Leave Without Salary;
- (b) Study Leave;
- (c) Political Leave;
- (d) Special Leave;
- (e) any period when a Librarian is on Long-Term Disability except periods on a Return to Work Program as provided for in *Article 46.10*; and
- (f) any period prior to the Librarian's last Study Leave, except as provided for in *Article 46.9.2*.

#### **46.5.5 Adjustment of Librarian Salaries during Period of Study Leave**

If a Librarian's salary is increased during the period of Study Leave, the effect of the increase shall be reflected in the remaining portion of the Study Leave.

#### **46.5.6 Contribution to Benefits**

The University and the Librarian shall continue to contribute fully to the pension and personnel benefits as if the Librarian were not on Study Leave.

#### **46.5.7 Continued Application of University Policies and Benefits**

A Librarian on Study Leave continues to be an employee of the University and remains subject to this Agreement and all current University policies, including those governing Conflict of Commitment and Personnel Benefits.

### **46.6 Restrictions on Supplementary Employment During Leave**

46.6.1 During a period of Study Leave, a Librarian with a full-time appointment continues to be a full-time employee of the University and is expected to devote her or his time to the purposes for which Study Leave is granted. A Librarian remains subject to the Articles of this Agreement on Conflict of Commitment and external professional activities.

46.6.2 A Librarian who spends part of her or his Study Leave at another institution and who is to provide instruction or other services may receive remuneration provided that the income for such services together with the Librarian's Study Leave salary does not exceed the Librarian's regular salary by more than 15% for the period of Study Leave and does not compromise the purpose of the Study Leave as set out in *Article 46.1*.

46.6.3 A Librarian may not accept remuneration or enter into an employment relationship with another employer that is incompatible with *Article 68 (Conflict of Commitment)* or the policies that apply to a Librarian who is not on Study Leave. Any exception to this restriction must be consistent with the purposes for which Study Leave is provided and requires the prior written approval of the Vice-President Academic and Provost.

46.6.4 Where approval for supplementary employment is given by the Vice-President Academic and Provost and the salary from the supplementary employment together with the Librarian's Study Leave salary during a period of Study Leave will exceed the Librarian's regular salary by more than 15%, then the University's contribution to the Librarian's Study Leave salary will normally be reduced so that the sum of the income from the supplementary employment and the Study Leave salary is equal to no more than 115% of the Librarian's regular salary.

### **46.7 Eligibility After Completion of a Study Leave**

Normally, subject to *Article 46.9*, where a Librarian completes a Study Leave, the number of years of eligible service toward a future Study Leave is zero, and no years of service prior to the completed Study Leave may be counted as eligible years of service for a future Study Leave.

### **46.8 Study Leave Report**

Within ninety days following the completion of a Study Leave, a Librarian must submit a Study Leave Report to the University Librarian that provides an account of:



- (a) the research, scholarly activity, or professional project undertaken during the Study Leave; and
- (b) how the Librarian expects the research, scholarly activity, or professional project undertaken during the Study Leave will contribute to or enhance the Librarian's ability to meet changing needs in the Libraries.

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

### **46.9.1 Number of Study Leaves that Can be Taken in a Year**

The number of Study Leaves that can be taken in each year is contingent upon suitable arrangements being made within the University Libraries to fulfill the University Libraries' service obligations during the period of Study Leave.

46.9.2 Where a Librarian is granted Study Leave by the Vice-President Academic and Provost and such leave is subsequently deferred at the request of the University, the period of deferment may be counted as eligible service toward a Study Leave that follows the deferred leave. The approval of the deferred Study Leave by the Vice-President Academic and Provost continues to be valid so long as the University continues to defer the Study Leave.

## **46.10 Study Leave and Long Term Disability**

46.10.1 A Librarian may not apply for a Study Leave that will commence while the Librarian is on Long Term Disability or that will commence during any Return to Work Program under the Long Term Disability plan.

46.10.2 Subject to *Article 46.10.3*, where a Librarian returns to work from Long Term Disability with a reduced FTE during a return to work period under the Long Term Disability plan, the period worked will count as service toward Study Leave.

46.10.3 Where a Librarian returns to work from Long Term Disability with a reduced FTE during a return to work period which exceeds or is likely to exceed one year, the Librarian may choose to accumulate sufficient service such that he or she will have served, over a longer period of time, the equivalent of the years required to be eligible for Study Leave at the Librarian's regular FTE. In that case:

- a) the Librarian must notify the University Librarian in his or her application for Study Leave that he or she intends to accumulate service under this article and must explain how the equivalent service is to be established; and
- b) if the Librarian's Study Leave is approved, the Librarian's salary during Study Leave will be the Librarian's regular FTE salary.

### **46.11 Scholarly and Professional Activities Days**

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

## **47.0 STUDY LEAVE – SENIOR INSTRUCTORS**

### **47.1 Purpose of Leave**

Study Leave is provided to eligible Senior Instructors to enable them to engage in activities which will enhance their work at the University in the future. Study Leave is granted on the basis of demonstrated benefit to the University and to the Member. The purpose of Study Leave is to enhance the Member's quality as a teacher, thereby assisting the University to achieve greater excellence in its basic areas of responsibility – effective teaching and the advancement of learning. The Study Leave proposal must provide evidence that the project is likely to enhance the Member's employment activities in the future. Members who have previously had a Study Leave (or Development Term) must demonstrate that the previous Study Leave (Development Term) contributed to their performance as Senior Instructors.

## 47.2 Eligibility

- (a) A Senior Instructor will be eligible for a four-month leave after a minimum of three years of service as a Senior Instructor in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the Member has not previously had a Study Leave. The Study Leave will normally be taken in the term in which the Senior Instructor has her or his lightest teaching load; or
- (b) A Senior Instructor will be eligible for an eight-month leave after a minimum of six years of service as a Senior Instructor in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the Member has not previously had a Study Leave. The Study Leave will normally include the term in which the Senior Instructor has her or his lightest teaching load.

## 47.3 Effect of Study Leave on Teaching Load

47.3.1 An eight-month Study Leave will release the Member from a whole number of courses to a maximum of 3/4 of the annual Senior Instructor teaching assignment as specified by the Departmental Standard for the Distribution of Duties and Responsibilities, prorated by average individual FTE level over the period of eligible service, plus up to one additional course release as described in 47.3.3. In the case of a Senior Instructor appointed at 1 FTE, extra-to-load teaching will not be counted in computing the average.

47.3.2 A four-month Study Leave will release the Member from a whole number of courses to a maximum of 3/8 of the annual Senior Instructor teaching assignment determined as in 47.3.1.

47.3.3 Any fractional courses arising from determining 3/4 of the average annual teaching assignment in the case of an eight-month leave, or determining 3/8 of the average annual teaching assignment in the case of a four-month leave, shall be treated as carry forward credit. Should the carry forward credit including that from the period of eligibility for the current leave exceed 1, the Senior Instructor will be entitled to release from one course in addition to that determined under 47.3.1 or 47.3.2. Any residual carry forward credit will be retained.

## 47.4 Salary Support for Study Leave

Subject to *Article 47.5*, the Faculty Member is entitled to receive salary support during the four or eight month leave, based on an annual salary computed as follows subject to any provisions to the contrary contained in the current Salary Settlement:

- (a) Two-thirds (2/3) of the salary the Faculty Member would have received had he or she not gone on Study Leave; and
- (b) Three-tenths (3/10) of \$45,740.

The amount of (b) is the amount specified in the 2006-2010 Salary Settlement.

## 47.5 Varying FTE

In the case of a Senior Instructor whose teaching FTE has varied over the period of qualifying service, the salary received during Study Leave will be prorated in accordance with the Faculty Member's percentage of full-time service during the period of eligibility (subject to a maximum of 1 FTE per year).

## 47.6 Recommendations by the Chair and the Dean

The Chair (in a departmentalized Faculty) and subsequently the Dean shall review each application for Study Leave and make a recommendation to the Vice-President Academic and Provost that includes:

- (a) An assessment of whether the Faculty Member's proposed program has merit in accordance with *Article 47.1*;
- (b) An assessment of whether use of space or facilities at the University or at other institutions are suitable;
- (c) Where the applicant has previously been granted Study Leave (or a Development Term) at the University:
  - i) Confirmation of whether or not the applicant submitted a Study Leave Report upon the completion of the Study Leave (not a requirement if the applicant was granted a Development Term);
  - ii) Confirmation that the program that was undertaken by the Faculty Member was of benefit to the University and to the Faculty Member;

- iii) A brief assessment of the Faculty Member's teaching effectiveness and other contributions since her or his last Study Leave (or Development Term).

### **47.7 Leave Report**

Prior to the salary adjustment review immediately following the completion of a Study Leave, a Faculty Member must submit a Study Leave Report to the Faculty Member's Dean that provides an account of:

- (a) The activities undertaken during the Study Leave, including whether these activities varied from the approved Study Leave application and, if so, the nature of the variation;
- (b) How the Faculty Member expects the activities undertaken during the Study Leave will contribute to or enhance the Faculty Member's effective teaching and the advancement of learning at the University.

### **47.8 Application of Other Provisions**

The following provisions of *Article 43* apply with the noted modifications:

- 43.1.2; 43.1.3; and 43.1.5;
- 43.2 (include leave commencement dates of May 1 and September 1);
- 43.3.1;
- 43.3.3;
- 43.4;
- 43.5.5;
- 43.5.6;
- 43.5.7;
- 43.6;
- 43.7;
- 43.8;
- 43.9;
- 43.10;
- 43.12;
- 43.14.

### **47.9 Transition**

47.9.1 Where a Senior Instructor has taken a Development Term before July 1, 2004, he or she will be eligible to take her or his first Study Leave under these provisions as either:

- (a) An eight-month Study Leave after a minimum of three years since the completion of the Development Term; or
- (b) A four-month Study Leave after a minimum of two years since the completion of the Development Term.

47.9.2 Where a Senior Instructor has been approved for a Development Term to be taken effective July 1, 2004 or later, the Senior Instructor may elect either:

- (a) To take the Development Term as scheduled and thereafter to be eligible for a Study Leave under *Article 47.0*; or
- (b) To take a Study Leave under *Article 47.0*.

47.9.3 Where a Senior Instructor is eligible to elect under *Article 47.9.2* and elects to take Study Leave under *Article 47.9.2(b)*, the Senior Instructor must submit a new application for Study Leave as required by *Article 47.0* and where this results in a delay of the Study Leave beyond the date at which the Development Term would have commenced, the period of delay will be counted toward eligibility for the next Study Leave.

47.9.4 Where a Senior Instructor has been asked to defer taking a Development Term at the request of the University, the time of deferment is carried forward toward eligibility for the next Study Leave under these provisions.

## **48.0 ADMINISTRATIVE LEAVE**

### **48.1 Eligibility**

Administrative Leave is provided to Faculty Members who serve a single term of five years as a Chair of a Department. Where personal circumstances or requirements of his or her research program warrant, a Faculty Member serving a five year term as Chair may apply to take a portion of the Administrative Leave, or to take a Study Leave based upon eligible years of service accrued prior to the commencement of the term as Chair, with the portion of the leave to commence any time after three years of their five year term has been served. He or she must agree to return to the position as Chair to complete a full five years of service, excluding the portion of leave taken. It is also desirable that the portion of leave so taken commence on July 1, whenever possible.

### **48.2 Purpose**

48.2.1 The purpose of Administrative Leave is to enable eligible Faculty Members to renew themselves with regard to the resumption of their regular teaching, scholarly, research and creative activities.

48.2.2 Faculty Members who are on Administrative Leave shall not serve on University, Faculty, or Departmental Committees without the approval of the Faculty Member's Dean.

48.2.3 Administrative Leave is not granted automatically and is subject to approval of an application for Administrative Leave.

### **48.3 Application**

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

### **48.4 Recommendation and Approval**

Applications for Administrative Leave are considered by the Vice-President Academic and Provost who determines whether an application will be recommended for approval after:

- (a) determining whether the Faculty Member satisfies the eligibility requirements for a Administrative Leave; and
- (b) considering the recommendations of the Faculty Member's Dean.

### **48.5 Remuneration**

48.5.1 The remuneration of a Faculty Member on Administrative Leave shall not be less than:

- (a) two-thirds (2/3) of the regular salary (not including any administrative stipend) the Faculty Member would have received had he or she not gone on Administrative Leave, and
- (b) seven-twentieths (7/20) of the floor of the Assistant Professor rank.

48.5.2 The Administration may change the remuneration of Faculty Members on Administrative Leave, provided the remuneration payable complies with *Article 48.5.1*. Any such change is not subject to negotiation with the Association, nor will it be charged against any Salary Settlement.

### **48.6 Application of Study Leave Articles**

The following Articles of this Agreement apply to Administrative Leaves with the substitution of Administrative Leave for Study Leave:

- 43.4 Obligation to Return
- 43.6 Notification of Approval
- 43.7 Modification of Leave Project after Approval
- 43.8 Commencement of Leave
- 43.9 Restrictions on Supplementary Employment During Leave
- 43.10 Continued Application of University Policies and Benefits

#### 43.11 Leave Report

48.6.1 Faculty Members who take an Administrative Leave are under an obligation to return to the University for a period of time that is equal to the length of the Administrative Leave.

### **49.0 MATERNITY, PARENTAL AND ADOPTION LEAVE**

This Article applies to the following categories of Members:

- a) Faculty Members who hold a Regular Academic Appointment
- b) Artists- in- Residence
- c) Regular Librarians
- d) Academic Administrators

Such Member's are referred to in this Article as "Eligible Members"

UVic supplementary top-up benefits described in this Article are contingent on the Member applying for the maximum Employment Insurance ("EI") benefits available to the Member under the *Canada Employment Insurance Act*, and all leaves are subject to the provisions and regulations of both the *BC Employment Standards Act* and the *Canada Employment Insurance Act*. The relationship between UVic supplementary top-up benefits and EI benefits is described in *Article 49.4*.

#### **49.1 Maternity and Parental Leave – Birth Mother**

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

##### **49.1.1 Maternity Leave Entitlement**

The birth mother is entitled to 17 consecutive weeks maternity leave of absence from the University. The leave can commence up to 11 weeks before the expected birth date, but no later than the actual birth date.

###### **(a) First Two Weeks of Maternity Leave**

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

###### **(b) Remaining Fifteen Weeks of Maternity Leave**

During the remainder of Maternity Leave, to a maximum of 15 weeks, the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of her regular salary, less any amount of EI maternity leave benefits for which the Member is eligible.

###### **(c) Additional Maternity Leave**

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

##### **49.1.2 Parental Leave Entitlement**

The birth mother is entitled to 35 consecutive weeks parental leave of absence from the University beginning immediately after the end of the maternity leave.

###### **(a) First Eighteen Weeks of Parental Leave**

During the first 18 weeks of parental leave the University will pay the birth mother a University supplementary top-up benefit equal to 95% of her regular salary, less any amount of EI parental benefits for which the Member is eligible.

###### **(b) Remaining Seventeen Weeks of Parental Leave**

The remaining 17 weeks of parental leave are without pay from the University, however the birth mother may be eligible for continued Employment Insurance parental benefits during this period.

**(c) Additional Parental Leave**

In special cases where a child has a physical, psychological or emotional condition certified by a qualified medical practitioner and requires an additional period of parental care, parental leave without pay may be provided for up to five additional weeks beginning immediately after the end of the normal parental leave.

**49.1.3 Sharing Parental Benefits with the Co-parent**

The birth mother and co-parent as defined in *Article 49.2* can share the 35 weeks of EI parental benefits.

Where the co-parent is also an Eligible Member, the birth mother may assign one or more weeks of the 18-week University supplementary top-up benefit to the co-parent, providing the co-parent also applies for the EI parental benefits during this period.

**49.1.4 Maximum Leave for the Birth Mother**

The total number of weeks of maternity leave with a University supplementary top-up benefit, parental leave with a University supplementary top-up benefit, and parental leave without pay for a birth mother is limited to 52 weeks, unless extended under *Articles 49.1.1 (c)* and *49.1.2 (c)*.

**49.2 Parental Leave – Co-parent**

For the purposes of this Article, “co-parent” means the birth father of a newborn child or another person who is recognized by the birth mother of a newborn child as her life partner and who will act as a parent in relation to the child, but excludes an adoptive parent.

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

**49.2.1 Parental Leave Entitlement**

The co-parent is entitled to 37 consecutive weeks parental leave of absence from the University that may be taken anytime within one year of the birth.

**(a) Top-Up Benefit where Birth Mother is Not an Eligible Member or Birth Mother Assigns all Parental Leave Top-Up Benefits to Co-parent**

Where the birth mother is not an Eligible Member, or where the birth mother has assigned all of her parental University supplementary top-up benefits to the co-parent under *Article 49.1.3*, then during a period not exceeding the first 18 weeks of parental leave benefits, the University will pay the co-parent a UVic supplementary top-up benefit equal to 95% of her or his regular salary, less any amount of EI parental leave benefits for which the Member is eligible.

**(b) Top-Up Benefit Where Birth Mother is an Eligible Member**

Where the birth mother is an Eligible Member and she assigns a portion of the parental University supplementary top-up benefits to the co-parent under *Article 49.1.3*, then for the portion of the 18 weeks assigned, the University will pay the co-parent a UVic supplementary top-up benefit equal to 95% of his or her regular salary, less any amount of EI parental leave benefits for which the Member is eligible.

**49.2.2 Parental Leave Without Pay**

(a) Where the birth mother is an Eligible Member who has opted to take all of the parental University supplementary top-up benefit herself, then any parental leave of absence taken by the co-parent will be without pay for a maximum period of 37 weeks within the 52 weeks after the child’s birth.

(b) In special cases where a child has a physical, psychological or emotional condition certified by a qualified medical practitioner and requires an additional period of parental care, parental leave without pay may be provided for up to five additional weeks beginning immediately after the end of the normal parental leave.

### **49.3 Adoption Leave**

An Eligible Member who is a parent of a newly-adopted child is entitled to the following leave and supplementary top-up benefits.

#### **49.3.1 Adoption Leave Entitlement**

An adoptive parent is entitled to 37 consecutive weeks parental leave of absence from the University that may be taken anytime within one year after the child is placed with the parent.

##### **(a) First Two Weeks of Adoption Leave**

During the first two weeks of leave (which is the waiting period for Employment Insurance benefits) the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of her or his regular salary, providing the Member has made application for EI parental leave benefits for a period of at least 18 weeks.

##### **(b) Next Sixteen Weeks of Adoption Leave**

During the next 16 weeks parental leave the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of her or his regular salary, less any amount of EI parental benefits that the Member is eligible for.

#### **49.3.2 Sharing Adoption Leave Benefits**

Where both adoptive parents are Eligible Members, they may divide the 18 weeks of University supplementary top-up benefits provided in *Articles 49.3.1*. Where the parents share parental EI benefits, only one two-week waiting period must be served.

#### **49.3.3 Adoption Leave Without Pay**

(a) The remaining 19 weeks Adoption leave of absence are without pay from the University to be taken within 52 weeks after the child is placed with the parent; however, an adoptive parent may be eligible for continued EI parental benefits during this period.

(b) In special cases where a child has a physical, psychological or emotional condition certified by a qualified medical practitioner and requires an additional period of parental care, Adoption leave without pay may be provided for up to five additional weeks beginning immediately after the end of the normal Adoption leave.

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

All University supplementary top-up benefits payable by the University under this Article must in be accordance with the plan that has been filed by the University with Canada Employment and Immigration pursuant to the *Employment Insurance Act* regulations. All payments by the University will commence when the Member provides proof that he or she is receiving Employment Insurance benefits, or that they are disqualified from Employment Insurance maternity or parental benefits because of an insufficient number of insurable weeks. The University supplementary top-up benefits are equal to 95% of regular salary, less the amount of EI maternity or parental benefits that the Member is receiving, or the amount of EI benefits that the Member would have received if he or she qualified for EI benefits.

The Employment Insurance Commission can not provide such proof until after the leave has commenced and the University has issued a Record of Employment form. Hence, University supplementary top-up benefits will be made retroactively. To avoid additional delays in qualifying for benefits, Members should obtain the Record of Employment form from the Payroll Section in Accounting as soon as it is available, and submit it to the Employment Insurance Office.

If the amount of any EI benefits received by an Eligible Member is subsequently reassessed under either the *Employment Insurance Act* or the *Income Tax Act*, there is no recourse to the University with regard to any amount required to be repaid by the Member.

### **49.5 Personnel Benefit Programs**

During any period of leave with University supplementary top-up benefits under this Article, the Member is required to pay her or his share of the cost of personnel benefits programs in which the Member is enrolled during the full

term of the leave. Likewise, the University shall continue to pay its share of the cost of the personnel benefits program of the Member.

During any periods of unpaid parental leave, the Member may continue any or all of the personnel benefits programs in which the Member is enrolled. The University shall continue to pay its share of the cost of the benefits that the Member chooses to continue.

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

An application for further Leave Without Salary, Sick Leave (with regard to any medical complications related to the pregnancy, birth or termination of pregnancy) or Special Leave may be made either prior to or after the Maternity or Parental Leave periods. Any such application must be made in accordance with the provisions of the applicable Article governing that type of leave.

#### **49.7 Parental Leave – Discussion with Chair**

The Member is expected to discuss the timing of Parental Leave with the Chair of her or his Department (Dean in the case of a non-departmentalized Faculty and University Librarian in the case of a Librarian).

### **50.0 LEAVE WITHOUT SALARY**

#### **50.1 No Entitlement to Leave**

There is no entitlement to Leave Without Salary. Each application for Leave Without Salary is considered on its individual merits in relation to the best interests of the University, its academic programs and students, as well as the academic interests of the Member where they relate to the University.

#### **50.2 Length of Leave**

Normally, the period of Leave Without Salary will not exceed one year; however a Leave Without Salary may be extended upon application.

#### **50.3 Application**

An application for Leave Without Salary is made to the Member's Chair (Dean in the case of a non-Departmentalized Faculty and the University Librarian in the case of the University Libraries).

#### **50.4 Recommendation and Approval**

50.4.1 The Chair and the Dean (University Librarian in the case of Librarians) shall review each application for Leave Without Salary and make a recommendation to the Vice-President Academic and Provost.

50.4.2 Applications for Leave Without Salary are considered by the Vice-President Academic and Provost who determines whether to recommend approval to the Board of Governors after considering the recommendations of the Chair (in the case of a departmentalized Faculty) and the Dean (University Librarian in the case of Librarians).

#### **50.5 Salary**

##### **50.5.1 No Salary Payment**

During a period of Leave Without Salary, a Member does not receive any payment from the University by way of regular salary. Nevertheless, a Member on Leave Without Salary may during such period hold an appointment as a Sessional Instructor with pay.

##### **50.5.2 Salary Adjustments**

Salary adjustments with regard to a period of Leave Without Salary are governed by the Salary Policy.

#### **50.6 Benefits**

##### **50.6.1 Pension and Benefit Plans**

During a period of Leave Without Salary, a Member may maintain her or his University pension and benefits plans by paying the total cost of the pension and benefit plans including the University's normal contributions to the Member's pension and benefit plans.



### **50.6.2 Professional Expenses Reimbursement**

(a) Where a Member is on Leave Without Salary for an entire academic year, no funds are allocated to the Member's Professional Expenses Reimbursement account for that academic year. Where a Member is on Leave Without Salary for a portion of an academic year, the funds allocated to the Member's Professional Expenses Reimbursement account for that academic year shall be prorated accordingly.

(b) A Member on Leave Without Salary may not be reimbursed from Professional Expense Reimbursement funds for expenses incurred during the period of Leave Without Salary.

### **50.6.3 University Research and Travel Grants**

A Member on Leave Without Salary is not eligible to apply for any University Research and Travel Grants where the funds will be expended during the period of Leave Without Salary.

## **51.0 SICK LEAVE, LONG TERM DISABILITY AND RETURN TO WORK**

The provisions of this Article and the provisions of *Article 52.0* shall be interpreted to recognize the mutual interest shared by the Member and the University in promoting the health of the Member and in appropriately minimizing the adverse impact of the Member's illness or disability on the Member's career progress. Both parties share a mutual responsibility to cooperate in the processes set out in these Articles.

### **51.1 Eligibility for Sick Leave**

The following categories of Members are eligible for Sick Leave:

- (a) Faculty Members holding Regular Academic Appointments;
- (b) Librarians holding Regular Librarian Appointments;
- (c) Artists-in-Residence; and
- (d) Academic Administrators

Such persons are collectively referred to in this Article as "Eligible Member" or "Eligible Members".

### **51.2 Notification of Illness or Disability**

When an Eligible Member becomes ill or disabled and is thereby unable to perform any of her or his employment duties and responsibilities, the Eligible Member must inform her or his Chair (Dean in the case of a non-departmentalized Faculty and University Librarian in the case of a Librarian) as soon as possible and provide suitable medical documentation.

### **51.3 Full Salary and Benefits Where Sick Leave Approved**

Where Sick Leave is approved for an Eligible Member under this Article, the Member shall remain on full salary and benefits during the period of approved Sick Leave.

### **51.4 Initial One-Month Period of Sick Leave**

51.4.1 Sick Leave for the first week of an Eligible Member's illness or disability may be approved by:

- (a) the Chair of the Eligible Member's Department in the case of a departmentalized Faculty;
- (b) the Dean of the Eligible Member's Faculty in the case of a non-departmentalized Faculty;
- (c) the supervising Librarian in the case of a Librarian.

51.4.2 Where an Eligible Member's inability to perform her or his duties and responsibilities because of illness or disability extends beyond one week and is likely to continue, Sick Leave for the remaining portion of the first month of an Eligible Member's illness or disability may be approved, after consultation with the Department of Human Resources, by:

- (a) the Dean of the Eligible Member's Faculty who shall inform the Chair of the approval; or
- (b) the University Librarian in the case of a Librarian.

## **51.5 Second and Third Month**

Where an Eligible Member's inability to perform her or his employment duties and responsibilities because of illness or disability extends beyond one month and is likely to continue, Sick Leave with pay for a further period of two months may be approved by:

- (a) the Dean of the Eligible Member's Faculty who shall inform the Chair of the approval; or
- (b) the University Librarian in the case of a Librarian

after consultation with the Department of Human Resources, and the Vice-President Academic and Provost.

## **51.6 Extension of Sick Leave for an Additional Three Months**

Where an Eligible Member's inability to perform her or his employment duties and responsibilities because of illness or disability extends beyond three months and is likely to continue, Sick Leave with pay for a further period of up to three months may be approved, by the Vice-President Academic and Provost after considering updated medical documentation.

## **51.7 Medical Reports**

The University will require an Eligible Member to provide medical reports to the University with regard to the Eligible Member's illness or disability as a condition of continuing or extending Sick Leave. The University may require a medical report prepared by a physician or medical specialist nominated by the University.

## **51.8 Commencement of Sick Leave**

Sick Leave commences on the date when the illness or disability renders the Eligible Member unable to perform her or his employment duties and responsibilities. The University will require confirmation from the Eligible Member's physician with regard to the date or probable date when the Member became unable to perform her or his employment duties and responsibilities.

## **51.9 Work During Sick Leave**

The primary obligation of an Eligible Member on Sick Leave is to regain her or his health. Responsibility for reallocating the duties and responsibilities of an Eligible Member who has gone on Sick Leave rests with the Chair of his or her Department, with the Dean in non-departmentalized Faculties and with the supervising Librarian or the University Librarian in the Libraries. The Chair, Dean, supervising Librarian or University Librarian, as appropriate, may consult the Member regarding the reallocation of responsibilities if the Member's health circumstances so permit. An Eligible Member on Sick Leave shall not engage in teaching, participate as a member of any University committees or perform other employment-related duties or responsibilities. Nothing in this Article prevents the Member and the Member's Chair, Dean, supervising Librarian or the University Librarian, as appropriate, from engaging in discussions to facilitate planning the Member's return to work when the Member's health circumstances so permit.

## **51.10 Fitness to Resume Duties**

Before an Eligible Member on Sick Leave resumes her or his duties and responsibilities, the University has the right to require a medical report by a physician that the Eligible Member is fit to resume the duties and responsibilities associated with her or his position.

## **51.11 Application for Long-Term Disability**

### **51.11.1 Qualifying Period**

Long Term Disability benefits, if approved, will commence six months after the date an approved Sick Leave for the illness or disability begins.

### **51.11.2 Time for Application – After Three Months of Sick Leave**

If at the end of three months of Sick Leave, a medical opinion is provided to the University that the Member's recovery from the illness or disability is unlikely within six months from the date of the commencement of Sick Leave, an Eligible Member must submit an application for Long-Term Disability Insurance benefits to the Department of Human Resources who shall forward the application to the insurance carrier and notify the Member's Dean (University Librarian in the case of a Librarian) and the Vice-President Academic and Provost.

### **51.11.3 Full Long-Term Disability Benefits**

- (a) Where after six months of Sick Leave, an Eligible Member is totally unable to perform any of her or his employment duties and responsibilities because of illness or disability and full Long-Term Disability benefits have been approved by the insurance carrier,
- i) the Human Resources Department will notify the Eligible Member, her or his Dean (University Librarian in the case of a Librarian) and the Vice-President Academic and Provost; and
  - ii) the Eligible Member will be placed on leave without pay as long as the full Long-Term Disability benefits continue.
- (b) The primary obligation of an Eligible Member who is approved for Long-Term Disability is to regain her or his health. An Eligible Member on Long-Term Disability is on leave without pay from the University and shall not engage in teaching, research, participate as a member of any University committees or perform other employment-related responsibilities.
- (c) If Long-Term Disability is not approved by the insurance carrier, the Member must either return to work or, with the agreement of the University, the Member will be placed on leave without pay.
- (d) When recommended by the insurance carrier, an Eligible Member who has partially regained her or his health is obliged in accordance with the Long-Term Disability contract with the insurance carrier to engage in a program of rehabilitation that may include partial resumption of employment duties and responsibilities.

### **51.11.4 Commencement of Long-Term Disability Benefits**

Long-Term Disability benefits, if approved, commence six months from the date that the Eligible Member becomes ill or disabled as confirmed by the Member's physician.

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

### **51.12.1 Leave Without Salary, Political Leave, Special Leave Without Salary**

If an Eligible Member becomes ill or disabled while on Leave Without Salary, Political Leave or Special Leave without salary, he or she is not entitled to have the leave cancelled. Where it appears that the Eligible Member's illness or disability may be protracted and continue beyond the period of the leave, the Eligible Member must notify her or his Chair (Dean in the case of a non-departmentalized Faculty, and supervising Librarian or University Librarian in the case of a Librarian) to establish the date of the beginning of the illness or disability for the purpose of making an application for Long-Term Disability benefits, should such an application become necessary. If the six months specified in *Article 51.11.3* has not expired by the end of the period of leave, the Member shall be placed on Sick Leave.

### **51.12.2 Study Leave, Administrative Leave**

- (a) If an Eligible Member becomes ill or disabled while on Study Leave, or Administrative Leave, and it appears that her or his illness or disability may continue either for the remainder of the period of the leave or a period of two months or more (in case of a leave of six months or less) or a period of three months or more (in case of a leave of more than six months) he or she may apply to the Dean of her or his Faculty (University Librarian in the case of a Librarian) with supporting medical documentation to cancel the remainder of the Leave and go on Sick Leave.
- (b) Where an Eligible Member became ill or disabled while on a Study Leave or Administrative Leave and the remainder of the Leave was cancelled under paragraph (a) of this Article, the Eligible Member is entitled to a replacement Study Leave or Administrative Leave equal to the period of cancelled leave, provided that the Member can demonstrate that he or she has a viable project to pursue during the replacement Leave. The Member shall be entitled to a replacement Leave as soon as practicable after the Member has returned to work, at a time scheduled in consultation with the Member's Chair (Dean in a non-departmentalized Faculty), supervising Librarian or the University Librarian, as appropriate.

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

**51.13.1** Eligible Members who work past their Normal Retirement Date will be entitled to Sick Leave in accordance with the terms of *Article 51.0*, including the limitation that no period of Sick Leave may extend for more than six consecutive months, subject to the limitations set out herein.

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

**51.13.3** Where the Member has been on Long Term Disability in the year in which the Member reaches his or her Normal Retirement Date, any period of Long Term Disability in that year will be counted as tracked Sick Leave for the purposes of the calculation in *Article 51.13.2*,

**51.13.4** Where a Member past his or her Normal Retirement Date has exhausted paid Sick Leave, the Member may take Leave Without Salary for up to two years.

## **51.14 Return To Work**

When a Member returns to full-time work from a period of Long Term Disability, the Member's salary will be adjusted in accordance with the *Procedures of the Vice-President Academic and Provost Regarding Salary Adjustments After Long Term Disability*, available on the web site for the Office of the Vice-President Academic and Provost.

## **52.0 ACCOMMODATION**

### **52.1 Principles**

The University has a legal duty to provide accommodation to Members with regard to matters that are governed by the *British Columbia Human Rights Code* unless it would cause undue hardship to the University to do so. This Article will be interpreted in accordance with the principles set out in Policy #1110 (Policy Statement on Employment Accommodation) and in *Article 51.0*; with the understanding that accommodations requires the cooperation of the Member and the University in working together to achieve a reasonable outcome. The accommodation process shall take into account both (a) the experience that Members with a disability, including chronic illness and conditions that fluctuate in severity, have regarding the specific forms of support that will allow them to best perform their duties and (b) relevant expertise, including medical expertise and expertise regarding workplace accommodation, in jointly determining appropriate accommodation. Members shall be consulted in all decisions regarding their need for accommodation.

### **52.2 Initial Procedures**

**52.2.1** A Member who needs accommodation as defined in Policy #1110 should first discuss her or his needs with the Chair of the Department, Dean (in the case of non-departmentalized Faculties), supervising Librarian or University Librarian, as appropriate.

**52.2.2** All parties involved in planning for an accommodation must consult with the appropriate office within Human Resources and are encouraged to consult the Equity and Human Rights Office for advice and guidance.

**52.2.3** An accommodation plan should spell out the specific accommodations required. The plan should make reference to any relevant sections of the Standard for the Distribution of Duties and Responsibilities of the Unit. An accommodation plan should be worked out on a timely basis.

**52.2.4** The Member has the responsibility to provide reasonable documentation to verify the need for accommodation and to assist the Chair of the Department, Dean (in the case of non-departmentalized Faculties), supervising Librarian or University Librarian, as appropriate, in identifying the accommodation needed. Reasonable documentation will normally be provided by a medical expert in the field.

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

52.3.1 Where the accommodation will represent a departure from the Unit's Standard for the Distribution of Duties and Responsibilities, the Faculty Evaluation Policy, or the Libraries Evaluation Policy, the accommodation must be approved by the Dean of the Faculty or the University Librarian, as appropriate.

52.3.2 Where the accommodation will represent a departure from the Framework Agreement, the accommodation must be approved by the Vice-President Academic and Provost.

## **52.4 Funds to Support Accommodation**

The duty to accommodate is a legal duty that falls upon the University as the Member's employer. Financial support to cover the costs of an accommodation that has been agreed to by the University under the provisions of *Article 52.0* shall be provided by the University. Members shall not be denied accommodation on the grounds that funds are not available from within the existing budget of their Unit.

## **52.5 Record and Report of Accommodations**

52.5.1 Where a plan for accommodation of a Member has been agreed to by the Member and the Member's Chair, Dean, supervising Librarian or the University Librarian, as appropriate, Human Resources will maintain a record of the accommodation plan and will send written notification of all accommodation plans to the Equity Office with all identifying personal information removed.

52.5.2 All personal information regarding a Member and the Member's accommodation plan will be treated in accordance with the University's obligations under the *Freedom of Information and Protection of Privacy Act* and in accordance with the University's Privacy Policy (GVO235).

52.5.3 The accommodation plan and any supporting documentation will be included in the Personnel File of the Member and is confidential as provided in *Article 41.6* of the Framework Agreement. If an accommodation granted represents a departure from the Unit's Standard of Duties and Responsibilities, the Faculty Evaluation Policy, the Libraries Evaluation Policy, or the Framework Agreement, a statement of the accommodation granted will also be included in the Official Performance File of the Member. This statement will not include any reference to the nature of the disability or any supporting documentation, but is only for the purpose of notifying persons evaluating the Member's performance that the accommodation has been made and that it will need to be taken into account in the evaluation process.

## **52.6 Disagreement**

52.6.1 Where a Member and the Member's Chair (Dean in non-departmentalized Faculties or supervising Librarian) cannot agree to an accommodation plan, the disagreement will be referred to the Dean of the Faculty (Vice-President Academic in non-departmentalized Faculties or the University Librarian, as appropriate). During any period of appeal, the University and the Member will continue to attempt to implement appropriate accommodation and to reach agreement. If agreement still is not reached between the Member and the Dean or University Librarian, the matter will be referred to the Vice-President Academic and Provost. These referrals will occur on a timely basis and all parties will act with dispatch in attempting to agree on a plan.

52.6.2 Where no accommodation plan has been agreed to after discussion with the Vice-President Academic and Provost, the Vice-President Academic and Provost will consult the President of the Faculty Association or her or his designate to discuss whether the services of an independent consultant would assist in formulating a plan.

52.6.3 If the Vice-President Academic and Provost agrees that the matter should be referred to an independent consultant, the Vice-President Academic and Provost and the President of the Faculty Association will select the independent consultant by agreement. The independent consultant will as far as possible be a person with expert knowledge about functional limitations similar to those of the Member and workplace accommodations for persons with such limitations. The independent consultant will be asked to provide advice to the Vice-President Academic and Provost and the President of the Faculty Association as to one or both of the following:

- a) whether the documentation provided is adequate to determine the appropriate level and type of accommodation; and
- b) an assessment of whether the University is offering a plan that constitutes a reasonable accommodation plan in the case, including whether or the elements of the plan are required to adequately accommodate the Member.

52.6.4 The independent consultant may request that the Member consult a specialist selected by the independent consultant for another opinion. The cost of consulting the specialist will be paid by the University. The consultant may then take into account the opinion of the specialist, together with all other medical evidence, in providing his or her advice.

52.6.5 The independent consultant will be paid by the University.

52.6.6 If the Vice-President Academic and Provost determines that the matter should not be referred to an outside consultant, or if an agreement on accommodation still cannot be reached after considering the advice of the independent consultant, the Vice-President Academic and Provost may decide that the accommodation will not be granted or will be granted only subject to certain conditions. Her or his decision may be grieved by the Faculty Association and may be referred by the Association to arbitration within fifteen working days following notification of this decision. Arbitration shall proceed in accordance with the provisions of *Article 60.0* of this Agreement.

## **53.0 POLITICAL LEAVE**

### **53.1 Candidate for Political Office**

Where a Member is nominated as a candidate to be a member of Parliament or as a member of the Legislative Assembly of British Columbia, and the Member applies for Political Leave, the University will grant the Member Leave Without Salary for the period of the campaign extending from the issuance of the election writ until the day of the election subject to arrangements being made that are satisfactory to:

- (a) a Faculty Member's Dean for the teaching of any classes and the supervision of any graduate students that would otherwise be the responsibility of the Faculty Member during this period; or
- (b) the University Librarian in the case of a Librarian for carrying out of the Librarian's duties and responsibilities during this period.

A period of Political Leave for this purpose will not normally exceed four months.

### **53.2 Elected Office**

#### **53.2.1 Member of Parliament or Legislative Assembly of British Columbia**

(a) Where a Member is elected as a member of Parliament or the Legislative Assembly of British Columbia, the University will automatically place the Member on Political Leave Leave Without Salary effective from the date of her or his election until the dissolution of that Parliament or Legislative Assembly to which he or she has been elected or until he or she resigns his or her seat in the Parliament or Legislative Assembly to which he or she has been elected, whichever occurs first.

(b) The maximum period of continuous Political Leave under this Article is:

- i) two consecutive Parliaments or Legislative Assemblies; or
- ii) seven years;

whichever is the longer.

(c) If the Member does not resume at least half-time service to the University at the expiration of this period of Political Leave, the Member is deemed to have resigned her or his employment with the University.

#### **53.2.2 Regional, City, Municipal and School Board Elected Offices**

A Member who is elected as a member of a Regional District, City or Municipal Council, or School Board is not eligible for Political Leave. However, he or she may apply for:

- (a) a reduced level of appointment for the term of her or his elected office; or
- (b) Leave Without Salary.

### **53.3 Appointment to the Senate of Canada**

When a Member accepts an appointment to the Senate of Canada, the University will automatically place the Member on Political Leave Without Salary, effective from the date of her or his appointment for a period of not

more than seven years. If the Member does not resume at least part-time service to the University at the expiration of this period of Political Leave, the Member is deemed to have resigned her or his employment with the University.

#### **53.4 Personnel Benefit Plans**

During a period of Political Leave, a Member may maintain her or his University pension and benefit plans by paying the total cost of both the Member's and the University's contributions to the plans. The University will not make any contributions to a Member's personnel benefit plans during a period of Political Leave.

#### **53.5 Salary Adjustments**

Salary adjustments during a period of Political Leave are governed by provisions of the Salary Policy with regard to a period of Leave Without Salary.

#### **53.6 Professional Expenses Reimbursement**

(a) Where a Member is on Political Leave for an entire academic year, no funds are allocated to the Member's Professional Expenses Reimbursement account for that academic year. Where a Member is on Political Leave for a portion of an academic year, the funds allocated to the Member's Professional Expenses Reimbursement account for that academic year shall be prorated accordingly.

(b) A Member on Political Leave may not be reimbursed from Professional Expense Reimbursement funds for expenses incurred during the period of Political Leave.

#### **53.7 University Research and Travel Grants**

A Member on Political Leave is not eligible to apply for any University Research and Travel Grants where the funds will be expended during the period of Leave Without Salary.

#### **53.8 Return to the University at the Same Rank**

Upon the expiration of Political Leave granted under this Article, the Member is entitled to return to the University at the same academic rank or Librarian rank that the Member had when the leave was granted.

### **54.0 SPECIAL LEAVE**

#### **54.1 Purpose**

##### **54.1.1 Special Leave With Salary**

The purposes for which Special Leave With Salary may be granted include:

##### **(a) Compassionate Reasons**

Where a person in the immediate family of a Member or the Member's partner suffers a serious injury or illness that requires the Member to be absent from the University or renders the Member unable to perform her or his responsibilities, the Member may request Special Leave with Salary for compassionate reasons.

##### **(b) Bereavement**

Where a person in the immediate family of a Member or the Member's partner dies, the Member may request Special Leave with Salary for bereavement.

##### **54.1.2 Special Leave Without Pay**

Special Leave without pay may be granted in circumstances where other forms of leave are not applicable.

#### **54.2 Application**

An application for Special Leave must be submitted to the Chair of the Member's Department (Dean in the case of a non-departmentalized Faculty and University Librarian in the case of a Librarian).

#### **54.3 Recommendations for Approval of Special Leave**

54.3.1 The Chair and subsequently the Dean, in the case of a Faculty Member, or the University Librarian in the case of a Librarian, shall review each application for Special Leave and make a recommendation to the Vice-President Academic and Provost that includes an assessment of whether granting Special Leave is in the best interests of the University and its students. The recommendation shall include the proposed measures that would be

undertaken by the Department or Faculty to fulfill its normal teaching and graduate student supervision responsibilities during the Member's period of Special Leave.

54.3.2 Applications for Special Leave are considered by the Vice-President Academic and Provost who determines whether to recommend approval after considering the recommendations of the Chair and the Dean (University Librarian in the case of Librarians).

## **54.4 Special Leave Without Pay**

### **54.4.1 Pension and Benefit Plans**

During a period of Special Leave without pay, a Member may maintain her or his University pension and benefits plans by paying the total cost of the pension and benefit plans including the University's normal contributions to the Member's pension and benefit plans.

### **54.4.2 Professional Expenses Reimbursement**

(a) Where a Member is on Special Leave without pay for an entire academic year, no funds are allocated to the Member's Professional Expenses Reimbursement account for that academic year. Where a Member is on Special Leave without pay for a portion of an academic year, the funds allocated to the Member's Professional Expenses Reimbursement account for that academic year shall be prorated accordingly.

(b) A Member on Special Leave without pay may not be reimbursed from Professional Expense Reimbursement funds for expenses incurred during the period of Special Leave without pay.

### **54.4.3 Salary Adjustments with regard to Period of Special Leave**

Salary adjustments with regard to a period of Special Leave without pay are governed by the provisions of the Salary Policy with regard to Leave without pay.

### **54.4.4 University Research and Travel Grants**

A Member on Special Leave without pay is not eligible to apply for any University Research and Travel Grants where the funds will be expended during the period of Special Leave without pay.

### **54.4.5 Appointment as a Sessional Instructor**

A Member on Special Leave without pay may during such period hold an appointment as a Sessional Instructor with pay.

## **55.0 LEAVE FOR JURY AND WITNESS DUTY**

### **55.1 Leave for Jury Duty**

The University shall grant paid leave to Members, other than those on any form of Leave Without Salary, who are required by law to serve as jurors in a court of law.

### **55.2 Leave where Subpoenaed as a Witness**

The University shall grant paid leave to Members, other than those on any form of Leave Without Salary, who are required by law to serve as witnesses in a court action or statutorily-established tribunal, provided that such proceeding has not been initiated by the Member with regard to the Member's private affairs.

### **55.3 Remittance of Juror and Witness Fees**

Members who are granted paid leave by the University under this Article are required to remit to the University any juror or witness fees that are received with regard to their attendance as a juror or witness.

### **55.4 Proceedings Arising from a Member's Private Affairs**

In cases where a Member's private affairs require the appearance of the Member before a court or a statutory tribunal, the University shall grant Leave Without Salary to the Member.



## **55.5 Notice**

Where leave is required under this Article, the Member shall notify, as soon as possible, her or his Chair (Dean in the case of a non-Departmentalized Faculty and University Librarian in the case of a Librarian) of the days when the Member is required to be in court.

## **56.0 LEAVE APPEAL PROCEDURE**

### **56.1 Application of Leave Appeal Procedures**

The Leave Appeal Procedures apply to the following types of leaves:

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

### **56.2 Written Reasons for Denial of Leave**

If the Vice-President Academic and Provost declines to approve a Leave application, he or she shall give the Member written reasons for the decision that shall normally accompany the notification of the decision.

### **56.3 Deadline for Filing an Appeal**

By not later than 30 days after receiving notice from the Vice-President Academic and Provost declining to approve a Leave to which this Article applies, the Member may appeal to the University Review Committee by filing a notice of appeal with the University Secretary.

### **56.4 No Appeal of a Deferral of Leave**

No appeal to the University Review Committee may be made where a deferral of Study Leave was based solely on the ground that the Member's academic unit or the Libraries could not accommodate all of the applications for Leave in the year of application because of budgetary reasons, the need of the Member's Department or Faculty to fulfill its normal teaching requirements including the supervision of graduate students or the need of the Libraries to fulfill normal service requirements.

### **56.5 Hearing of Appeal by a Three Member Panel**

An appeal filed under this Article shall be heard by a three-member panel of the University Review Committee.

### **56.6 Issue to be Determined on Appeal**

In an appeal under this Article, the issue to be determined by the University Review Committee is:

Whether a reasonable person could have made the decision of the Vice-President Academic and Provost upon considering the Member's Leave application in the context of:

- (a) the purposes of Leave;
- (b) the recommendations of the Dean and the Chair (in the case of a Faculty Member in a departmentalized Faculty) or the University Librarian.

### **56.7 Recommendation of the University Review Committee**

After hearing from the appellant Member and the Vice-President Academic and Provost, either orally or in writing under *Article 40*, and receiving evidence submitted by the parties, the University Review Committee shall make a recommendation to the President of the University with regard to whether or not Leave should be granted to the Member. The University Secretary is responsible for transmitting copies of the recommendation to the:

- (a) President of the University;
- (b) appellant Member;
- (c) Vice-President Academic and Provost;
- (d) Member's Dean (University Librarian in the case of a Librarian); and

- (e) President of the Association where the appellant either is a member of the Association, or is not a member of the Association and provides the University Secretary with a written consent.

## **57.0 DUTIES AND RESPONSIBILITIES**

Within each Department, School, non-departmentalized Faculty, and the University Libraries, the duties and responsibilities of Members shall be equitably distributed to achieve the academic objectives and mandate of the unit.

### **57.1 Scope of Duties and Responsibilities**

57.1.1 The duties and responsibilities of tenured, tenure-track, Artists-in-Residence and Limited Term Faculty Members include:

- (a) teaching duties and responsibilities as described in each Academic Unit's Standard for Distribution of Duties and Responsibilities developed under *Article 57.2* (hereinafter called the "Standard");
- (b) scholarship, research, and professional activities;
- (c) academic duties and responsibilities described in the Academic Unit's Standard;
- (d) administrative duties and responsibilities as described in the Academic Unit's Standard.

57.1.2 The duties and responsibilities of Senior Instructors include:

- (a) teaching duties and responsibilities as described in the Academic Unit's Standard;
- (b) academic duties and responsibilities as described in the Academic Unit's Standard;
- (c) administrative duties and responsibilities as described in the Academic Unit's Standard.

57.1.3 The duties and responsibilities of Librarians include:

- (a) organizing, managing and facilitating access to information;
- (b) providing reference, consulting and teaching services to students, Members and persons with University library privileges;
- (c) developing and maintaining the Libraries' collections and information systems;
- (d) managing human and financial resources and contributing to library administration;
- (e) scholarly and professional activities; and
- (f) University service.

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

57.2.1 Each Department, School and non-departmentalized Faculty (hereafter referred to as a "unit") must have a written Standard for the Distribution of Duties and Responsibilities of Faculty Members referred to in *Article 57.1*, and must review the Standard, and amend it as required, within six months of every renewal of this Agreement to ensure that that the academic objectives and mandate of the unit are achieved.

57.2.2 The Standard will describe the norm for Faculty Members holding each of the following types of appointments:

- (a) tenured;
- (b) tenure-track;
- (c) Senior Instructors;
- (d) Artists in Residence; and
- (e) Limited Term.

57.2.3 The Standard may incorporate or refer to the Evaluation Policy of the Faculty that is developed under *Article 74.3.5.1*.

57.2.4 Each unit will establish its own procedures for preparing and revising its Standard. The Standard and any revision must be recommended by a majority of the Faculty Members in the unit after which it is to be forwarded to the Dean for approval.

57.2.5 The Standard must address such matters as:

- (a) the number of course units normally taught by a Faculty Member in the unit;
- (b) the normal duties and responsibilities for a Faculty Member's involvement in the laboratories or other components associated with courses; and
- (c) the normal administrative and academic duties and responsibilities that are either assigned to a Faculty Member in the unit or to which a Faculty Member is elected by members of the unit.

57.2.6 Should the Dean find that a unit's Standard will not enable the unit to meet its academic objectives and mandate the Dean shall refer it back to the unit for revision, together with written reasons.

57.2.7 Once a unit's Standard has been approved by the Dean, it will normally only be revised in the event of a substantive, non-transient change to the overall academic objectives and mandate of the unit.

### **57.3 Standard for Librarians**

57.3.1 The University Libraries must have a written Standard for the Distribution of Duties and Responsibilities by Librarians that is referred to in *Article 57.1.3* (hereafter called the "Standard for Librarians"), and must review the Standard for Librarians, and amend it as required, within six months of every renewal of this Agreement, to ensure that the University Libraries' service objectives and mandate are achieved.

57.3.2 The Standard for Librarians may incorporate or refer to the Evaluation Policy for Librarians that is developed under *Article 74.3.5.2*.

57.3.3 The University Librarian and the Librarians will establish procedures for preparing and revising the Standard for Librarians. The Standard and any revision must be recommended by a majority of Librarians after which it is to be forwarded to the University Librarian for approval.

57.3.4 The Standard for Librarians must address such matters as:

- (a) the length of a normal work week, averaged over one year; and
- (b) normal scheduling practices.

57.3.5 Should the University Librarian find the Standard for Librarians will not enable the University Libraries to meet their service obligations, she or he shall refer it back to the Librarians for revision with written reasons.

57.3.6 Once the Standard for Librarians has been approved by the University Librarian, it will normally only be revised in the event of a substantive, non-transient change to the overall objectives and mandate of the University Libraries.

### **57.4 Assignment of Teaching, Academic and Administrative Duties and Responsibilities Among Faculty Members**

57.4.1 The Chair of a Department (Dean in the case of non-departmentalized Faculty) has the responsibility for assigning the duties and responsibilities specified in *Article 57.1.1* (other than scholarship and research) and *Article 57.1.2*. A Chair (or Dean, as appropriate) shall seek to make an equitable distribution of the unit's duties and responsibilities among Faculty Members of the unit with consideration of each Faculty Member with respect to:

- (a) the academic objectives and mandate of the academic unit;
- (b) the Standards of the unit determined under *Article 57.2*;
- (c) the duties and responsibilities assigned to a Faculty Member in previous years;
- (d) a Faculty Member's administrative and other contributions outside the Faculty Member's unit;
- (e) a Faculty Member's program of research and scholarship;
- (f) other relevant factors, such as preparation of new courses, the level and type of courses, the location of courses (on or off campus);

- (g) the legal duty and/or need to accommodate on compassionate grounds; and
- (h) the responsibilities of the academic unit to contribute to the University community.

57.4.2 A Faculty Member's assigned duties and responsibilities under this Article shall be determined by the Chair (Dean in the case of a non-departmentalized faculty) after consultation with the Faculty Member.

#### 57.4.3

- (a) During each 12-month period (except when on leave) a tenured, tenure track or limited term Faculty Member will have one four month period (the "research term") within which to devote herself or himself primarily to research and scholarship and to take his or her annual vacation.
- (b) During the research term the Chair of a Department (Dean in the case of a non-departmentalized Faculty) normally shall not assign the teaching of any course to the Faculty Member except in special circumstances and with the agreement of the Faculty Member.
- (c) During the research term the Chair of a Department (Dean in the case of a non-departmentalized Faculty) normally shall not assign administrative duties to the Faculty Member except with the agreement of the Faculty Member or where due to academic or administrative requirements of the unit the administrative duties must be performed during that term.

#### 57.4.4

- (a) The Chair, Director or Dean, as appropriate, will notify Faculty Members of the proposed teaching assignments across the unit at least four months in advance of the commencement of such assignments.
- (b) Faculty Members and the Chair, Director or Dean will use their best efforts to resolve any concerns regarding the proposed teaching assignments.
- (c) The Chair or Dean, as appropriate, normally will notify Faculty Members of the finalized teaching assignments across the unit at least three months in advance of the commencement of such assignments.

57.4.5 After the courses to be taught have been assigned to a Faculty Member, alterations to teaching assignments shall be made only in unusual or unanticipated circumstances and, where possible, in consultation with the Faculty Member.

57.4.6 Teaching courses above the standard for the unit on an extra-to-load basis is limited to extra ordinary circumstances or where there is a crucial need. Where the University requests a Faculty Member to teach a course on an extra-to-load basis, the Faculty Member may accept the extra-to-load teaching assignment, but is not compelled to do so. Where, with the approval of the Chair of the Faculty Member's Department and Dean of the Faculty Member's Faculty, a Faculty Member accepts an extra-to-load teaching assignment, the Faculty Member is paid at the extra-to-load rate. The acceptance of extra-to-load teaching assignments shall not reduce his or her obligation to fulfill assigned duties and responsibilities or scholarship and research responsibilities.

57.4.7 The Chair (Dean in the case of a non-departmentalized faculty) shall assign academic and administrative duties and responsibilities to Faculty Members, as needs arise, after consultation with the Faculty Member and with due regard to the equitable assignment of duties and responsibilities and to the factors identified in *Article 57.4.1*.

57.4.8 The assigned duties and responsibilities for part-time Faculty Members in an academic unit shall be in accordance with the FTE-value of the appointment.

57.4.9 The Standard for Faculty Members establishes a norm across the unit. The ratio of research and assigned teaching, academic and administrative duties and responsibilities may vary from the Standard from time to time provided that over time the aggregate contribution of each Faculty Member in a unit with regard to teaching, scholarship, professional activities, academic and administrative duties and responsibilities referred to in *Article 57.1.1* is balanced and equitable.

### **57.5 Assignment of Duties and Responsibilities Among Librarians**

57.5.1 The duties and responsibilities of a Librarian specified in *Article 57.1.3* shall be assigned by the Librarian's supervising Librarian or the person to whom the Librarian reports after consultation with the Librarian. The assignment shall be based on:

- (a) the service obligations of the University Libraries to the University;

- (b) the Standard for Librarians as determined under *Article 57.3*;
- (c) the Librarian's position description;
- (d) the Librarian's University service;
- (e) other relevant factors, such as special projects of limited duration assigned by the supervisor or University Librarian; and
- (f) the legal duty and/or need to accommodate on compassionate grounds.

57.5.2 Using the criteria in *Article 57.5.1 (a)-(f)*, the University Librarian shall review the assignment of duties and responsibilities among Librarians and has the responsibility of ensuring that duties and responsibilities are distributed equitably among Librarians.

57.5.3 When duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of at least one year, the University Librarian shall advise the regular members of the AAC. The AAC shall advise all Librarians of the assignment. A search will be conducted, and the provisions of *Article 12.0* shall apply. In accordance with *Article 12.6.3*, the AAC may limit advertising of the position to the University Campus.

57.5.4 When duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of less than one year, or the proposed assignment is not substantial, as delineated below, the University Librarian shall advise the regular members of the AAC. The AAC shall advise all Librarians that the University Librarian is proposing the assignment of a new duty or the reassignment of a duty. Librarians shall have the opportunity to self-nominate for the new assignment by submitting a one-page expression of interest directly to the University Librarian, outlining their interest in the assignment or reassignment. The University Librarian shall make the decision about the successful candidate and shall send an announcement to all Librarians.

57.5.5 The requirement to consult shall not apply when a change to the duties is a requirement of law or is a result of the application of the provisions of this Agreement (other than *Articles 12.4* and *57.5*).

57.5.6 In assessing whether duties to be assigned involve "substantial responsibilities" under *Articles 57.5.3* and *57.5.4*. Consideration shall be given to the following:

- Scope of areas of duties assigned to a Librarian;
- Impact of the position on the organization;
- Change(s) in the reporting relationship(s);
- Significant additions to existing duties,

57.5.7 A Librarian and her or his supervising Librarian or the University Librarian, as appropriate, shall meet to discuss the assignment of the Librarian's duties and responsibilities at least once each year and shall use their best efforts to resolve any concerns regarding the assigned duties and responsibilities.

57.5.8 The assigned duties and responsibilities for part-time Librarians shall be in accordance with the FTE-value of the appointment.

57.5.9 The Standard for Librarians establishes a norm across the Libraries. The ratio of various assigned duties and responsibilities may vary from the Standard from time to time provided that over time the aggregate contribution of each Librarian with regard to duties and responsibilities referred to in *Article 57.1.3* is equitable.

## **58.0 VACATION - LIBRARIANS**

### **58.1 Basic Vacation Entitlement**

58.1.1 The basic vacation entitlement for Regular Librarians is:

- (a) 22 working days in the first through the fifth year of continuous service; and
- (b) 25 working days in the sixth year of continuous service and thereafter.

These entitlements will be prorated for part-time appointments.

58.1.2 The number of vacation days for which a Librarian is eligible shall be accrued monthly from January 1 of each calendar year and be pro-rated for part-year service.

(a) Entitlements shall increase on Librarians' fifth anniversary date.

(b) The accrued total at the end of a calendar year (less any vacation days taken during the calendar year) will be carried forward to the next calendar year.

58.1.3 Normally, basic vacation entitlement shall be taken by December 31 of the year following the year in which it was earned.

## **58.2 Long Service Vacation**

58.2.1 The University recognizes long service of Regular Librarians with supplementary vacation entitlements, to be granted once in each five-year period after becoming eligible as follows:

(a) after ten (10) years, five (5) working days;

(b) after fifteen (15) years, ten (10) working days;

(c) after twenty (20) years, fifteen (15) working days; and

(d) after twenty five (25) years and every five (5) years thereafter, twenty (20) working days.

58.2.2 Long Service Vacation shall be used within five years after it is awarded, and if not used during that period, it shall be forfeited.

## **58.3 Scheduling of Vacation**

Librarians shall schedule their vacations after consultation with and approval by their supervisors, who shall ensure that an annual vacation record for each Librarian is maintained.

## **59.0 DISCIPLINE**

### **59.1 General**

#### **59.1.1 Progressive Discipline**

The University supports the principle of progressive discipline and will make its best effort to:

(a) bring conduct, which could be the subject of disciplinary proceedings, to the attention of a Member in a manner that will assist the Member to correct her or his conduct; and

(b) provide a reasonable time for the Member to correct the conduct in question.

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

59.1.2.1 Where a written record of non-disciplinary verbal discussion or any Letter of Counseling and Guidance exists, it must be placed in a Member's Personnel File held in the unit if it is to be referenced in formal disciplinary proceedings. Documentation referenced in a written record shall be placed in the Member's Personnel File held in the unit.

59.1.2.2 Any records of non-disciplinary verbal discussion and any Letter of Counseling and Guidance in a Member's Personnel File shall be removed, or are deemed to have been removed, six years from the date of the document, provided that the conduct has not been repeated.

59.1.2.3 Any record of disciplinary action shall be removed, or is deemed to have been removed, from a Member's Personnel File six years from the date of the document, provided there has been no further disciplinary action.

59.1.2.4 A Member's Official Performance File must not contain material or documentation arising from the application of this Article but such material may be used for the purposes, and within the limits, set out in *Article 59.1.3(b)*.

#### **59.1.2.5 Transition**

Where after the coming into effect of the amendments to this Article, a Chair, Dean, supervising Librarian (in the case of a Librarian) or the University Librarian has in her or his files any note of a meeting with a Member to

discuss conduct, which could be the subject of disciplinary proceedings, or any Letter of Counseling and Guidance sent to the Member, the Chair, Dean, supervising Librarian (in the case of a Librarian) or the University Librarian may place that document in the Member's Personnel File held in the unit, provided that this action is taken within six months of the amendments taking effect, that a copy of the document together with a statement of the intention of the Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian to include the document in that file is sent to the Member, and provided that the note or Letter of Counseling and Guidance was created or sent within the last six years.

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

- (a) Disciplinary processes must be kept distinct from academic assessments such as those used in the processes of reappointment, tenure, removal of probationary status, promotion and evaluation for annual salary adjustments.
- (b) The fact that a disciplinary action has been imposed under *Article 59.5* cannot, in itself, be considered in the assessment of a Member with regard to reappointment, tenure, removal of probationary status, promotion and evaluation for annual salary adjustments. However, the Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian, may determine that the evidence that supported the imposition of the disciplinary action may be taken into account if:
  - i) the evidence is relevant to the criteria applicable to the assessment;
  - ii) the disciplinary action took place within the period for which the Member is being reviewed;
  - iii) in accordance with *Articles 19* and *25*, the Member is given written notice of the information that it is proposed be taken into account, with sufficient details to enable the Member to prepare a response; and
  - iv) the Member is given the opportunity to present evidence by way of response, rebuttal or mitigation before the final assessment is made.
- (c) Where evidence is considered as provided for in *Article 59.1.3(b)*, the assessment made must include a written statement of the weight that such evidence was given in the assessment and the effect that it had on the outcome. A copy of this statement must be given to the Member.
- (d) Where evidence is considered as provided for in *Article 59.1.3(b)*, that evidence must not form part of the Member's Official Performance File.

## **59.2 Verbal Discussion**

59.2.1 Where an issue is raised with respect to a Member's conduct, the first step will normally be a verbal discussion between the Member and the Member's Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian, who shall keep a note of the fact that the discussion took place. Where the issue has not occurred in the context of the Member's duties within the department, the Chair or supervising Librarian may request that the discussion be conducted by the Dean or the University Librarian. A record of the verbal discussion shall be entered in the Member's Personnel File held in the unit, and a copy of the note, together with a written statement that these documents will be placed in the Personnel File, must be sent to the Member.

59.2.2 A verbal discussion, including the making and retention of a note of that discussion, under *Article 59.2.1* is not a disciplinary action and may not be made the subject of a grievance under this Agreement.

## **59.3 Letter of Counseling and Guidance**

59.3.1 Where conduct of a Member continues after a verbal discussion under *Article 59.2.1*, the next step will normally be a Letter of Counseling and Guidance to the Member from the Member's Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian that specifies actions the Member should take to correct the conduct.

59.3.2 A Letter of Counseling and Guidance issued under *Article 59.3.1* is not a disciplinary action and may not be made the subject of a grievance under this Agreement. A copy of the letter will be placed in the Member's Personnel File held in the unit. The Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian will notify the Member in writing that the letter will be placed in the Personnel File.

59.3.3 A Letter of Counseling and Guidance shall state that it is a step in progressive discipline and shall give the Member a reasonable time to correct the conduct described.

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

59.4.1 Where the President, Vice-President Academic and Provost, or the Member's Dean or the University Librarian (hereafter the "Administrator") is satisfied that there are reasonable grounds to believe that a situation exists that may lead to disciplinary action against the Member, the University will undertake an investigation. An investigation conducted under this Article shall not constitute a disciplinary action and is not grievable under this Agreement.

59.4.2 Any investigation shall normally be initiated within 20 working days of the date the University knew, or ought reasonably to have known, of an occurrence of the conduct or the event giving rise to potential disciplinary action. Where the investigation is not initiated within that time period, the University must give a written explanation for the delay to the Member and to the Association.

59.4.3 Where the University decides to initiate an investigation, the Administrator shall as soon as practicable, send a notice in writing to the Member, with a copy to the Association, identifying the nature of the conduct or event that is being investigated and informing the Member that disciplinary action is being considered. The Administrator may delay notifying the Member only if the Administrator has reasonable grounds to believe that disclosure of the investigation will produce a significant risk of harm to another person or that it will jeopardize the investigation; however, the Member and the Association will, in any event, be notified not later than five working days from the commencement of the investigation and will be provided with a written explanation of the reason for any delay in notification.

59.4.4 The notice shall request a meeting between the Administrator and the Member to discuss the matter and to give the Member the opportunity to respond to the allegations. This meeting will normally be held within two working days, and will not be held later than five working days of the Member's receipt of the notice. The notice will specify the right of the Member to be accompanied to the meeting by a representative of the Association or other representative of her or his choice. The Administrator may have a representative of his or her choice attend the meeting.

59.4.5 The notice may contain notification to the Member from the President placing the Member on a mandatory leave with pay pending the outcome of the investigation where it appears to the President that the allegations are of gross misconduct or are such that the mental or physical health or safety of other members of the University community are at risk. This mandatory leave is not disciplinary and is not grievable under this Agreement. The maximum period of this mandatory leave is 20 working days. The notice must state the date on which the leave commences and on which it will end and provide an explanation of the reasons for the mandatory leave with pay.

59.4.6 The intent of the meeting or meetings under this Article is to facilitate a full disclosure by both the University and the Member so that the matter can be dealt with at the earliest stage possible and so that the matter can, if possible, be resolved.

59.4.7 After the meeting or meetings with the Member and after such further discussions as the Administrator considers necessary, the Administrator shall determine within five working days from the date of the last meeting with the Member what disciplinary action in accordance with *Article 59.5.2*, if any, is warranted and shall send to the Member a notice in writing, with a copy to the Association, of her or his decision.

59.4.8 If the Administrator notifies the Member that in her or his opinion disciplinary action is warranted, the Member may require a final meeting with the Administrator to respond to the decision. Notice of this meeting, with a copy to the Association, must be received within two working days from the Member's receipt of the notice imposing or recommending discipline. The Member must be accompanied to this meeting by a representative of the Association or by another representative of the Member's choice. The Administrator is entitled to have a representative of her or his choice attend the meeting.

59.4.9 Where following an investigation the University concludes that a Member's conduct under investigation is the result of the dependence on the use of alcohol or chemical substances, the University may recommend that the Member participate in an established treatment program.

## **59.5 Disciplinary Action**

### **59.5.1 General**

Disciplinary action may be taken against a Member only for just and sufficient cause and only in accordance with the provisions of this Article:



- (a) disciplinary action shall be commensurate with the nature of the Member's conduct and must only follow after an investigation under *Article 59.4*;
- (b) in any meeting attended by a Member who is subject to the provisions of this Article, the Member may be accompanied by another Member, by a representative of the Association, or by legal counsel;
- (c) the processes regarding disciplinary action included in this Article shall be kept distinct from academic assessments such as those used for purposes of reappointment, tenure, removal of probationary status, promotion, or evaluation for annual salary adjustments;
- (d) physical illness or disability, or mental illness shall not be cause for disciplinary action where:
  - i) a Member has been granted accommodation for the duties he or she cannot carry out; or
  - ii) a Member has been approved for Sick Leave and/or Long Term Disability in accordance with *Article 51*.

### **59.5.2 Types of Disciplinary Action**

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

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

Nothing in this Article precludes the right of a Member to appeal a disciplinary suspension to the Board of Governors pursuant to the *University Act*.

59.5.2.2 All types of disciplinary action are grievable by the Association and may be sent to arbitration under *Article 60*. A grievance relating to a recommendation for dismissal for just cause or for suspension by the President may be grieved but the grievance shall be sent directly to arbitration. In the event that a grievance is to be sent directly to arbitration, the Association and the Administration will meet on at least one occasion to attempt to resolve the issue after the Association has decided to grieve the action.

59.5.2.3 Where a Member receives a notice imposing or recommending discipline pursuant to *Article 59.4.7* which the Member wishes to dispute, the Member must notify the Association of a potential grievance within 10 working days of receipt of the notice. A grievance on a matter arising out of the discipline must be submitted by the Association within 45 working days of the Member's notification.

#### **59.5.2.4 Letter of Reprimand**

A Letter of Reprimand must be clearly identified as a disciplinary measure and must contain a clear statement of the reasons for issuing the reprimand and a statement of the actions that the Member should take to correct the conduct. The Letter of Reprimand will be placed in the Member's Personnel File held in the unit, with a copy placed in the Member's Personnel File held in Human Resources.

#### **59.5.2.5 Suspension**

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

- (a) A suspension takes effect immediately upon the decision of the President to suspend.
- (b) When the University suspends a Member with or without pay, the University shall send written notice containing the dates of commencement and termination of the suspension together with a written statement of reasons to the Member either by:
  - i) delivering the notice to the Member personally, or
  - ii) delivering the notice to the Member by courier or by receipted registered mail addressed to the Member's last known address.

At the same time the University shall send a copy of the Member's notice of suspension to the Association.

(c) If a suspension without pay is referred to arbitration, the Member shall continue to receive salary and be eligible for benefits until the arbitration is decided. If the Arbitrator upholds the suspension, the period of suspension without pay shall commence effective on the date of the Arbitrator's decision.

#### **59.5.2.6 Dismissal for Just Cause**

(a) Dismissal for just cause occurs when an appointment or employment of a Member is terminated without the Member's consent prior to the Member's retirement. Layoff under *Article 76* or *Article 77* shall not constitute dismissal for cause. Non-renewal of definite term or probationary appointments and denial of tenure do not constitute dismissal for cause.

(b) Just cause for dismissal includes:

i) with regard to assigned teaching, library service, academic or administrative duties or responsibilities:

1) persistent refusal or neglect to perform assigned duties and responsibilities without reasonable justification; or

2) serious and willful misconduct in the performance of assigned duties and responsibilities; or

3) gross incompetence in the performance of assigned duties and responsibilities; or

4) continued inability to perform assigned duties and responsibilities for non-culpable reasons that cannot be remedied in the circumstances of the case through accommodation to the point of undue hardship (where accommodation is legally required) and in which long-term disability is unavailable or the Member has refused to make application for it;

ii) with regard to scholarship and research, a Committee of Inquiry established under the Policy on Scholarly Integrity makes a finding of serious misconduct and recommends dismissal;

iii) with regard to conduct not connected with assigned duties and responsibilities:

1) a serious breach of the criminal law resulting in a conviction for an indictable offence, or

2) violent behaviour or threats of violence against a member of the University community; or

iv) where professional standing (license, certification, registration) is an expressed condition of employment, removal of or failure to maintain such professional standing.

(c) Where the Administrator is satisfied that there is just cause to justify a recommendation to the Board of Governors that the Member be dismissed, the President shall send a Notice of Intention to Recommend Dismissal to the Member. Before proceeding with dismissal, the President will normally provide the Member with a period of five working days within which to tender a written resignation before the President proceeds with dismissal.

(d) Where the just cause for dismissal is gross incompetence in the performance of assigned duties and responsibilities, or persistent refusal or neglect to perform assigned duties and responsibilities without reasonable justification, the President shall not initiate the dismissal of a Member in accordance with *Article 59.5.2.6* until after a Letter of Reprimand has been issued to the Member and:

i) in the case of a Faculty Member, a period has elapsed that is the greater of 16 weeks or period extending to the end of the next teaching term following the issuance of the Letter of Reprimand that the Member has taught or was scheduled to teach; and

ii) in the case of a Librarian, a period of 16 weeks has elapsed.

(e) If the Association refers a recommendation to dismiss to arbitration, the Member shall continue to receive salary and be eligible for benefits until the Arbitrator submits the Arbitrated Award to the Parties, and any continuation or cessation of salary and benefits shall be in accordance with the Arbitrated Award, but, in any event, the continuation of salary and benefits shall not continue for a period longer than one year from the date of the President's Notice of Intention to Recommend Dismissal.

## **60.0 DISPUTE RESOLUTION AND GRIEVANCES**

### **60.1 Dispute Resolution**

- (a) The Parties are committed to resolving disputes informally wherever possible.
- (b) In the case of a dispute between a Member and the Member's Chair, Dean, (University Librarian in the case of a Librarian) or the Vice-President Academic and Provost, where the dispute is a matter that may become the subject of a grievance under this Article, either the Association or the University may require a meeting of those involved in the dispute with a view to resolving it promptly. At any such meeting, the Member shall be accompanied by a representative of the Association.

### **60.2 Grievance**

#### **60.2.1 Grievance Includes**

A grievance is an allegation or complaint that there has been a violation or improper application of this Agreement.

#### **60.2.2 Grievance Does Not Include**

A grievance may not include an allegation or complaint that pertains to:

- (a) any of the processes leading to a recommendation or decision with regard to reappointment, tenure, removal of probationary status, promotion or annual salary adjustment, that are subject to an appeal to the University Review Committee established under *Article 40*;
- (b) a recommendation or decision with regard to reappointment, tenure, promotion or removal of probationary status that is subject to an appeal to the University Review Committee;
- (c) declining to approve a Study Leave or Administrative Leave where the decision is subject to appeal to the University Review Committee under *Article 56* or *Article 47*;
- (d) salary anomalies under *Article 74.14*;
- (e) *Article 1* of this Agreement; or
- (f) the outcome of any appointment process that must be approved by the Board of Governors, but this restriction does not limit the right of the Association to file a grievance relating to the procedures by which the appointment decision was reached.

### **60.3 Application of Other Policies**

Allegations or complaints against a Member under any University Policy shall be heard and findings of fact made according to the procedures under those Policies. Any disciplinary measures that result shall be subject to the Grievance Procedure of this Article.

### **60.4 Only the Association May File A Grievance**

A grievance may only be submitted by the Association. The grievance may be submitted:

- (a) on behalf of a Member;
- (b) on behalf of a group of Members; or
- (c) by the Association in its own right.

### **60.5 Limitation Period for Filing a Grievance**

A grievance must be submitted within six months of the date on which the Association knew or ought to have known of the occurrence of the action or omission being grieved.

### **60.6 Content of Grievance**

A grievance submission shall consist of:

- (a) a written statement of the grievance;
- (b) a reference to the paragraph, clause or article of this Agreement that has allegedly been violated or improperly applied;

- (c) a summary of the relevant facts; and
- (d) a statement of the remedy that is sought.

### **60.7 Where the Grievance Must Be Filed**

A grievance shall be filed by delivering the grievance by hand in accordance with the following table:

<u>Person against whom grievance is being filed</u>	<u>Person to whom grievance is submitted</u>
Chair, Director, Associate Dean	Dean
Associate Vice-President Academic, University Librarian, Dean	Vice-President Academic and Provost
Vice-President Academic and Provost	President
Associate University Librarian	University Librarian

A signed, dated receipt shall be given by the person receiving the grievance.

### **60.8 Investigation of Grievance and Report**

60.8.1 The person with whom a grievance is filed or to whom it is subsequently referred shall investigate the grievance and shall:

- (a) at the request of the Association, meet with the Member (accompanied by a representative of the Association) in order to discuss the grievance; and
- (b) submit a report to the Association within fifteen working days from the day on which the grievance is received.

60.8.2 The report shall include:

- (a) a description of the facts on which the report is based; and either
- (b) recommendations to resolve the grievance; or
- (c) a rejection of the grievance.

60.8.3 Where a Dean, or the University Librarian, or the Vice-President Academic and Provost does not submit the required report within the time stipulated under *Article 60.8.1(b)*, the Association may refer the grievance to the President.

60.8.4 Where the President does not submit the required report within the time stipulated under *Article 60.8.1(b)*, the Association may refer the grievance to arbitration.

60.8.5 In the case of a report by a Dean, or the University Librarian, the Association must, within fifteen days of receipt of the report, either:

- (a) accept the disposition of the grievance recommended by the Dean, or the University Librarian; or
- (b) refer the matter to the Vice-President Academic and Provost.

If no action has been taken on the report of the Dean, or the University Librarian within fifteen working days of receipt of the report, the Association will be deemed to have accepted the Dean's, or the University Librarian's recommended disposition of the grievance and no further appeal or reference to arbitration is permitted.

60.8.6 In the case of a report by the Vice-President Academic and Provost, the Association must within fifteen working days of the receipt of the report either:

- (a) accept the recommended disposition of the grievance; or
- (b) submit the matter to arbitration.

If no action has been taken by the Association on the report by the Vice-President Academic and Provost within fifteen working days of receipt of the report, the Association will be deemed to have accepted the recommended disposition of the grievance and no further appeal or reference to arbitration is permitted.

60.8.7 In the case of a report by the President, the Association must within fifteen working days of the receipt of the report either:

- (a) accept the recommended disposition of the grievance; or
- (b) submit the matter to arbitration.

If the Association has taken no action on the report of the President within fifteen working days of receipt of the report, the Association will be deemed to have accepted the recommended disposition of the grievance and no further appeal or reference to arbitration is permitted.

## **60.9 Variation of Time Limitations**

All time limitations in this Article may be varied by the mutual written consent of the President of the Association and the person with whom the grievance is filed or to whom it is referred under this Article.

## **61.0 ARBITRATION**

### **61.1 Appointment of Arbitrator**

61.1.1 A matter referred to arbitration under this Agreement shall be heard by a single arbitrator.

61.1.2 The Joint Committee on the Administration of the Agreement shall compile a ranked list of six arbitrators, three taken in order from the ranked list of each Party, by January 1 of each year. A coin toss will determine which Party's first nominee will be ranked first; the other five selections will then alternate between Parties' nominees.

61.1.3 The arbitrator shall be appointed by the Parties according to the ranked list, subject to availability, within ten working days of the matter being submitted to arbitration. Where none of the arbitrators on the ranked list is available and the Parties are unable to agree upon the appointment of an arbitrator, they shall apply to the Chief Justice of the British Columbia Supreme Court for the appointment of an arbitrator.

### **61.2 Parties to an Arbitration**

The parties to an arbitration shall be the University and the Association.

### **61.3 Arbitrator's Decision**

- (a) The arbitrator shall submit the Arbitrated Award to the Parties within 45 days of the conclusion of the hearing or such further time as the Parties may mutually agree.
- (b) The arbitrator's decision shall be final and binding.

### **61.4 Application of the Commercial Arbitration Act**

Subject to the provisions of this Agreement, the provisions of the *Commercial Arbitration Act*, R.S.B.C., 1996, as it may be amended from time to time, apply to an arbitration with the exception of the provisions in the Act relating to:

- (a) costs; and
- (b) the application of the rules of the British Columbia International Commercial Arbitration Centre.

### **61.5 Costs of Arbitration**

61.5.1 The University and the Association shall share equally the fees and expenses of the arbitrator.

61.5.2 Each party shall bear its own costs of presentation to the arbitrator.

### **61.6 Enforcement of Arbitration Award**

Either party may apply to the court for enforcement of an arbitrated award.

## **62.0 INTELLECTUAL PROPERTY**

The Policy on Intellectual Property that was approved by the Association at a Special Meeting held on November 21, 2000 and Board of Governors of the University on November 27, 2000 (hereinafter called the "IP Policy") is appended to this Agreement as Appendix "D" and forms part of this Agreement. In so far as the IP Policy applies to Members, the Policy will not be amended except by the mutual agreement of the Parties.

## **63.0 RELEASE TIME FOR OFFICERS OF THE ASSOCIATION**

63.1 The University has an interest in maintaining the Association's ability to adequately represent its Members in matters affecting the mutual interest of the University and the Association.

63.2 The University will annually pay the cost of nine course units of sessional replacement in order to provide release from teaching or librarian duties for officers of the Association. The allocation of these units among its officers is at the discretion of the Association. Upon receiving notification of the allocation from the Association, the University will transfer the requisite funds to the Member's Department or, in the case of a non-departmentalized Faculty, to the Member's Faculty or the University Libraries.

63.3 Subject to ensuring that the curriculum of an academic unit is being met and that students who are enrolled in the academic unit will not be disadvantaged by providing release time to a Member, the Association may purchase, at its cost, teaching release for Members in addition to release time described in *Article 63.2*. The cost of purchasing release time under this Article is the Step 7 cost on the Sessional Instructor pay-scale.

63.4 In order to permit the Member's Department or Faculty or the Libraries to find suitable replacements for the officers who are provided with teaching release under this Article, the Association will notify the University not later than May 1 in each year with regard to the allocation under *Article 63.2*.

63.5 Where release is provided to a Member under this Article, there shall not be any loss of salary or benefits to the Member.

## **64.0 OFFICE SPACE AND SERVICES FOR THE ASSOCIATION**

64.1 The University will provide the Association with suitable, rent-free office space that is not less than the current area in square metres occupied by the Association.

64.2 The Association may use University services such as printing, audio-visual, and similar services, with the Association being charged at the internal user rate.

64.3 The Association may use the internal University mail delivery service for the purpose of communicating with Members without restriction and free of charge.

64.4 The University shall provide the Association, free of charge, access to meeting rooms on the University campus for Association business, in accordance with the normal booking procedures and regulations.

64.5 The Association may pay its staff through the University payroll system at the Association's expense.

64.6 The University's telecommunication system may be used for communications between the Association and its Members. With regard to that communication, the University agrees that it will not seek to intercept, review, or otherwise gain access to communications between the Association and its Members. Notwithstanding the above, the University reserves the right to conduct an investigation with regard to the use of the University telecommunication system under University Policy #6030 on Computing and Telecommunications User Responsibilities.

## **65.0 COPIES OF AGREEMENT**

The Agreement will be posted on the University and Association websites. The University will provide each newly appointed Member, and any Member who makes a request, with a copy of the current Agreement. The University and the Association will share equally the cost of producing these copies.

## **66.0 ASSOCIATION'S RIGHT TO CALL UPON CAUT FOR ASSISTANCE**

The University recognizes that the Association has the right at any time to call upon the assistance of the Canadian Association of University Teachers (CAUT). Such duly authorized representatives shall have access to University premises to consult with Association officials and Members.

## **67.0 MEMBER'S PROFESSIONAL RESPONSIBILITY**

67.1 Each Member has a responsibility to:

- (a) exercise academic freedom in a responsible manner;
- (b) respect the academic freedom and rights of others; and
- (c) promote conditions of free inquiry.

67.2 Without limiting a Member's academic freedom, a Member has the responsibility to:

- (a) show respect for the dignity of individuals including students, faculty and librarian colleagues, employees of the University and others;
- (b) respect the rights of students when engaged in teaching and research, and when providing academic, administrative and librarian services in accordance with their respective duties and responsibilities; and
- (c) observe the stated regulations and policies of the University while maintaining the right to criticize them and seek their revision.

67.3 When considering the interruption or termination of her or his employment(excluding a decision to retire), a Member shall give a reasonable period of notice to the University.

- (a) In the case of a Faculty Member, reasonable notice means notice that is given at least four months in advance of the commencement of the Member's next scheduled teaching term.
- (b) In the case of a Librarian, reasonable notice means at least one month's notice.

67.4 A Member wishing to retire from a University appointment will provide 12 months' and preferably 18 months' irrevocable notice with an effective date of June 30 or December 31 of any calendar year.

67.5 A Member must not purport to represent or speak on behalf of the University except to the extent that the Member has been authorized by the University. This does not limit Members in expressing their own academic or professional opinions.

## **68.0 CONFLICT OF COMMITMENT**

### **68.1 Definitions Applicable to this Article**

For the purposes of this Article:

- (a) External professional activity includes:
  - i) service to or work undertaken for a corporation where the Member is an officer, director or owns a controlling interest in the corporation;
  - ii) work undertaken for a partnership where the Member is a partner;
  - iii) work undertaken on a contract to an external agency or business; and
  - iv) teaching courses at another academic institution other than courses that are part of a joint program offered by such institution and the University.
- (b) External professional activity, whether paid or unpaid, does not include:
  - i) serving as an external referee, examiner or reviewer for another academic institution;
  - ii) editing an academic or professional journal related to the Member's academic discipline;
  - iii) serving as a peer reviewer for a granting agency or publisher; and

- iv) serving in leadership positions in professional associations, and as a member of community associations or boards.

## **68.2 External Professional Activity and Use of University Facilities and Name**

The professional competence of Members affords them opportunities to engage in professional activities that are beyond their responsibilities to the University. Recognizing that such external professional activities can bring benefits to and enhance the reputation of the University and the expertise of Members, the University agrees that Members may engage in part-time external professional activities, paid or unpaid, provided that such activities do not conflict or interfere with a Member's ability to fully discharge her or his responsibilities to the University as defined in this Agreement, subject also to the following conditions:

- (a) When a Member's external professional activities involve the use of the University's facilities, supplies, support staff or students, that use shall be subject to prior approval of the Member's Chair, after consultation with the Member's Dean (in the case of non-departmentalized Faculties, the prior approval of the Dean is required and in the case of Librarians, the prior approval of the University Librarian is required), and the associated costs shall be borne by the Member at prevailing rates set by the University, unless the Dean (University Librarian in the case of a Librarian) agrees, in writing, to waive all or part of such costs.
- (b) The name of the University shall not be used in any external professional activity unless agreed, in writing, by the Member's Dean (University Librarian in the case of a Librarian) who may consult with the Vice-President Academic and Provost. Nothing shall prevent the Member from stating the nature and place of her or his employment, rank and title(s) in connection with external professional activities, provided that he or she shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing.

## **68.3 Request for Approval of an External Professional Activity**

68.3.1 If a Member plans to undertake an external professional activity that has the potential to interfere with some aspect of the Member's University responsibilities, the Member must forward a request for approval of the Member's Chair (Dean in the case of a non-departmentalized Faculty or University Librarian in the case of a Librarian) to undertake the activity in accordance with the steps set out below. The request for approval shall be in writing and shall include:

- (a) the nature of the external professional activity;
- (b) an estimate of the number of days required to perform the external professional activity;
- (c) the extent, if any, of the use of University facilities, supplies, support staff or students;
- (d) any other external professional activities that have already been approved in that year and which are continuing from an earlier year;
- (e) the impact the external professional activity will have on teaching, research, and service responsibilities of the Member.

The Member's Chair (in the case of a departmentalized Faculty) shall forward the Member's request to the Member's Dean together with the Chair's recommendation.

68.3.2 The essential principles that a Member's Dean (University Librarian in the case of a Librarian) shall apply in the consideration of a request for approval are whether:

- (a) the Member will be able to fulfill in full her or his responsibilities to the University;
- (b) the proposed external professional activity will enhance the expertise of the Member; and
- (c) the proposed activity is likely to advance the interests of the University.

68.3.3 If a Member's proposed external professional activities will detract from the fulfillment of the Member's responsibilities to the University, the Dean (University Librarian in the case of a Librarian) may require, as a condition of granting approval, that the Member take Leave Without Salary or a temporary reduction in FTE to the appropriate level to reflect the time commitment required for the proposed external professional activity; moreover, if a Member wishes to continue such activity indefinitely, the Member may be required to relinquish his or her status as a full-time appointee.



68.3.4 External professional activities that involve teaching a course or supervising students at another post-secondary educational institution, where the course or program competes with a comparable course or program offered by the University, and the Member's external professional activities may have a harmful effect on the enrolment in comparable University courses will normally be regarded as a conflict of commitment and will not normally be approved.

#### **68.4 Annual Report of External Professional Activities**

A description of the nature and scope of all external professional activity which taken together involves a commitment of the Member's time in excess of a half working day per week shall be included in an annual report submitted to the Member's Chair (Dean in the case of a non-departmentalized Faculty or University Librarian in the case of a Librarian) with a copy to the Member's Dean. All information in such Reports is confidential.

### **69.0 CONFLICT OF INTEREST AND REASONABLE APPREHENSION OF BIAS**

#### **69.1 Definitions Applicable to this Article**

For the purposes of this Article:

- (a) "immediate family member" means a spouse, partner, child or sibling;
- (b) "next level of authority" means:
  - i) in the case of a Faculty Member, the Chair or Dean in a Faculty without Departments
  - ii) in the case of a Chair, the Dean; and
  - iii) in the case of a Librarian, the University Librarian
- (c) "person" includes a corporation where the Member is an officer, director or owns a controlling interest in the corporation;
- (d) "reasonable apprehension of bias" has the meaning described in *Article 69.11*.
- (e) "research activity" means a Member's research, professional, and creative activity as described in the Evaluation Policy of the Faculty or Libraries in which the Member holds an appointment.

#### **69.2 Application of this Article**

This Article applies to the following activities:

- (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;
- (c) the use of confidential information acquired by a Member in the course of her or 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; and
- (d) the participation of Members in research activity, including the submission of applications for research funding from any granting agency
- (e) the participation of Members in any entities controlled by the University

#### **69.3 Scope of Conflict of Interest**

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

69.3.2 A conflict of interest does not arise where:

- (a) Members participate in negotiations with regard to salary, benefits or terms of employment on behalf of the Association, themselves or other Members;

(b) 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.

#### **69.4 Obligation to Disclose**

69.4.1 At the time a Member is required for merit evaluation in his or her unit to submit material related to the past year's activities, the Member must also submit a statement to his or her next level of authority identifying any real or potential conflict of interest that might reasonably affect the Member's activities that fall within the scope of this article. This statement (the "Disclosure Statement") shall be contained in a separate document, be filed in the Member's Personnel File in the unit, and will, except as required by this Article, be kept confidential.

69.4.2 At the time of applying for any research funding, a Member must include with the material submitted for the application to Research Services a certification that the Member has submitted a Disclosure Statement within the past 12 months and that there have been no material changes after that time or that, immediately before or concurrent with the application, the Member has submitted a Disclosure Statement to his or her next level of authority. This certification must be signed by both the Member and his or her next level of Authority.

69.4.3 A person who becomes aware that he or she has an actual or potential conflict of interest not disclosed in the Disclosure Statement submitted in the past year must, as soon as is practical, take steps to deal with the conflict appropriately. These steps include:

- a) Where the conflict involves an internal University process and is not of an ongoing nature, the Member discloses the conflict to an appropriate person and withdraws from the process as required in *Article 69.7.1*;
- b) Where the conflict is of an ongoing nature, arises in the context of research, or constitutes a material change in the matters disclosed in the Member's last Disclosure Statement, the Member discloses the conflict to his or her next level of authority and submits an amended Disclosure Statement.

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

Where any person alleges in a signed statement that a Member's participation in any activity to which this Article applies gives rise to a conflict of interest, the allegation must be reported in writing 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. Questions of conflict of interest or reasonable apprehension of bias that pertain to ARPT or Faculty Advisory Committees and are raised by the candidate are covered by *Articles 21.3.5* and *32.4.7* and not by these provisions.

#### **69.6 Determination of whether a Conflict of Interest Exists and Resolution of Conflict**

69.6.1 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 appropriate measures to deal with that conflict of interest, including whether the conflict of interest prevents the Member from carrying out the activity giving rise to the conflict or whether it can be carried out with appropriate safeguards.

69.6.2 In determining the appropriate measures to deal with a conflict of interest, the person to whom the disclosure was made shall consider any relevant factors, including, but not limited to:

- a) Any possible harm to the University or its employees, officers or others acting on its behalf if the conflict is allowed;
- b) Any possible harm to the interest of students, clients of University services or others served by the University, if the conflict is allowed;
- c) Whether reasonable alternative arrangements are possible which do not create a conflict of interest or whether conditions may be imposed that would eliminate the conflict of interest;
- d) The consequences to the University, its reputation and future activities if the conflict of interest is or is not allowed;
- e) The educational, research, economic and other interest of the University;
- f) The degree to which the conflict, where arising in the context of research, might compromise the researcher's professional judgment in conduction or reporting research; and
- g) The rights and interests of the Member

The factors to be considered must be interpreted in light of the guarantee of academic freedom provided to Members in *Article 6.0*.

69.6.3 In determining the appropriate measures to deal with a conflict of interest, the person to whom the disclosure was made may:

- a) Request from the Member additional information that relates directly to and is necessary to assess and decide the issue;
- b) Consult with others before making a decision; and
- c) Impose terms and conditions as part of a decision allowing a Member to continue to participate in decisions or research in which a conflict of interest may be relevant.

69.6.4 Where the next level of authority has made a determination that a conflict of interest exists and the appropriate measures for dealing with it, he or she will notify the Member in writing and will include any terms and conditions that the Member must follow. If the Member disputes the decision, the Member may appeal the matter to the next level of review, in the normal order (Chair's decision to Dean; Dean's decision to Provost; University Librarian's decision to Provost). The final decision rests with the Provost, but nothing in this *Article* limits the rights of the Faculty Association to exercise its rights under *Article 60* of this Agreement.

## **69.7 Where Conflict of Interest Exists**

69.7.1 Where a person has a conflict of interest that affects a decision in which he or she would have participated, he or she shall refrain from participating in making any recommendation or decision that directly and preferentially benefits her or 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 person has or has recently had a personal, intimate relationship. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the conflict will be discussed.

69.7.2 Without limiting the generality of the foregoing, unless specifically authorized by the Vice-President Academic and Provost or designate, after full written disclosure of the conflict, a person shall not:

- (a) with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the person, or a member of the person's immediate family or of an individual with whom the person has or has recently had a personal, intimate relationship, has a material financial interest;
- (b) employ or otherwise engage, using University funds or funds administered by the University, an individual who is a member of the person's immediate family or with whom the person has or has recently had a personal, intimate relationship.

69.7.3 When a Member has been informed of a decision under *Article 69.6.4* that prohibits the Member from carrying out a particular activity to which this Article applies or that imposes restrictions on that activity, the Member must abide by that decision unless and until the decision is altered on appeal.

69.7.4 Failure to disclose a material conflict of interest or to abide by the provisions of this Article may result in proceedings against a Member under the Policy on Scholarly Integrity and, in accordance with the requirements of any granting agency, require the Vice-President Research, or designate, to notify the agency of the situation.

## **69.8 Relationships with Students**

69.8.1 Conflicts of interest with regard to the relationships between students and Members are defined in Appendix "E" to this Agreement.

69.8.2 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.

## **69.9 Protection of Members**

A Member who, in good faith, follows the procedures set out in this Article and participates in any activity to which this Article applies after receiving approval from his or her next level of authority, or on any appeal, and carries out

those activities in accordance with any plan for managing any conflict of interest decided upon, will be deemed not to be acting in a conflict of interest.

## **69.10 Reporting Conflicts of Interest**

69.10.1 At the time a Chair (Dean in a Faculty without departments) makes his or her recommendations for merit, the Chair (or Dean) shall forward to the next level of authority an aggregated summary of all actual or potential conflicts of interest disclosed by Faculty Members for the year, how many were resolved by the Member's abstention from participation in any activity to which this Article applies and how many were resolved by establishing a protocol for managing the conflict.

69.10.2 At the time Deans and the University Librarian make their recommendations for merit, they shall compile all the aggregated summaries and shall forward the report to the Office of the Vice-President Academic who will, with the inclusion of aggregated summaries of any reports given to his or her office, forward them to the Office of Research Services.

69.10.3 To the extent permitted by law, except as necessary for reporting as required in this Article or for reasonable consultation in making or appealing a decision on the existence or continuation of, or on the conditions for managing a conflict of interest, information in any Disclosure Statement will be kept confidential.

## **69.11 Reasonable Apprehension of Bias**

69.11.1 A Member who has an apprehension that a person who is a member of a University committee or a participant in a decision making process concerning the Member (other than the processes set out in *Articles 21.3.5* or *32.4.7*) is either biased or has prejudged the issue to be determined may request, in writing, that the Dean or University Librarian, as appropriate, determine whether the Member's apprehension constitutes a reasonable apprehension of bias.

69.11.2 A reasonable apprehension of bias exists when a reasonable person, who is informed of the facts upon which the apprehension is based and without any knowledge of the character of the individuals other than their past or present relationship, would conclude that the Member's apprehension is a reasonable apprehension founded on facts. A determination that there is a reasonable apprehension of bias does not mean that the person is in fact biased.

69.11.3 Where the Dean or University Librarian receives a written request for a determination of whether there is a reasonable apprehension of bias, he or she shall forward a copy of the request to the person about whom the apprehension exists and invite that person to submit a response.

### **69.11.4 Determination of whether a Reasonable Apprehension of Bias Exists**

Where a written allegation of apprehension of bias has been made to the Dean or University Librarian, he or she shall determine whether there is a reasonable apprehension of bias as defined by this Article.

### **69.11.5 Abstention**

Where the Dean or University Librarian determines that a reasonable apprehension of bias exists, the person with regard to whom such apprehension exists shall refrain from further participation in the making of any recommendation or decision or participating in the process leading to a recommendation or decision concerning the applicant or candidate. Refraining from participation means withdrawing from all or any portion of a meeting where the applicant or candidate will be discussed.

## **70.0 HARASSMENT POLICY AND PROCEDURES**

### **70.1 Application of Current Policy**

The University's current Harassment Policy and Procedures will continue to apply to Members until a new or revised Policy is adopted.

### **70.2 Processing of Harassment Complaints Affecting a Member**

The Parties agree that in the event of a harassment complaint involving a Member:

- (a) Where a Member files a complaint and the Member wishes to pursue the complaint beyond the investigation or mediation stage provided by the Harassment Policy, and the Director or other person designated in the Policy

declines to submit the matter to the Formal Procedure or otherwise proceed with the complaint under the Policy, the Association shall determine whether it will file a grievance on behalf of the Member under *Article 60* of this Agreement with regard to the complaint.

If a Member pursues a complaint beyond the investigation or mediation stage according to the Formal Procedure under the Policy, the Association no longer has the right to file a grievance under *Article 60* of this Agreement with regard to the subject matter of the complaint.

(b) Where a Member is a respondent in a complaint filed under the Harassment Policy and the Member is subject to any disciplinary action or measure as a consequence of the complaint, the Association has a right to file a grievance under *Article 60* of this Agreement regarding the disciplinary action or measure, and the findings of fact on which the disciplinary action or measure is based shall be subject to grievance by the Association under *Article 60.3* of this Agreement.

## **71.0 TRANSFER OF FACULTY APPOINTMENTS**

71.1 A Faculty Member may be transferred to an academic unit(s) of the University other than the academic unit(s) to which he or she was originally appointed, subject to:

- (a) the consent of the Member;
- (b) a recommendation for the approval of the appointment by the academic unit to which the Member is being transferred made in accordance with the normal process for making appointments in the unit;
- (c) a recommendation for the appointment by the Dean of the Faculty to which the Member is being transferred; and
- (d) the approval of the transfer by the Vice-President Academic and Provost.

71.2 Faculty Members who are transferred from one academic unit to another in accordance with this Article shall retain their rank, annual salary, benefits, and seniority.

## **72.0 INTERPRETATION OF AGREEMENT**

### **72.1 Dates**

Where a date specified in this Agreement for completing an act, including submitting a recommendation or filing an appeal, falls on a day on which University offices are closed, the deadline for completing the act is the close of business on the next day when the University office is open.

### **72.2 Headings**

The headings of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

### **72.3 Severability and Interpretation**

If any provision of this Agreement shall be held to be legally invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect and the Parties shall continue to be bound thereby. The Parties agree to bear equal responsibility for the content of this Agreement.

### **72.4 Change in Law Affecting the Agreement**

If a statute or regulation is passed by the Government of Canada or the Province of British Columbia or a ruling or assessment is made by the Canada Customs and Revenue Agency that alters or renders any provision of this Agreement null and void, the remaining provisions shall remain in effect for the term of the Agreement and the Parties shall seek to negotiate a mutually agreed-upon substitution for the provision thus affected.

## **73.0 SALARY AND BENEFIT NEGOTIATION PROCEDURES**

### **73.1 Scope of Article**

The Salary and Benefit Negotiation Procedures apply to the negotiation of salary and benefit settlements and the resolution of any differences between the University and Association concerning the payment of total compensation (salaries and benefits including compensation for extra-to-load and Summer Studies appointments) for all persons represented by the Faculty Association.

### **73.2 Negotiated Settlement**

The Parties agree that they should strive to reach settlements covering salaries and benefits without resorting to intervention by a third party. Therefore, they recognize that they must negotiate in good faith and give full and open consideration to the positions advanced by the other.

### **73.3 Commencement of Negotiations**

#### **73.3.1 Time for Commencement**

The Parties agree to commence negotiations for a new Salary and Benefits Settlement not later than three months prior to the expiration of an existing Settlement.

#### **73.3.2 List of Mediators/Arbitrators**

At the commencement of negotiations, the Parties shall develop a ranked list of at least four mutually acceptable Mediators/Arbitrators, two taken in order from the ranked list of each Party. A coin toss will determine which Party's first nominee will be ranked first; the other three selections will then alternate between Parties' nominees.

#### **73.3.3 Initial Statement**

The Parties agree to exchange an initial written statement that identifies the interests and lists the issues and objectives of the anticipated settlement that each seeks to pursue during the negotiations. Without the mutual agreement of the Parties, additional issues or objectives may not be added to the list of issues and objectives after expiration of 20 working days from the commencement of negotiations.

### **73.4 Negotiations**

#### **73.4.1 Proposals**

The Parties shall exchange written proposals with regard to proposed changes in salaries and benefits. Proposals shall include an estimate of the annualized cost expressed as a percentage of the Big Salary Base.

#### **73.4.2 Exchange of Information**

The Parties agree to exchange sufficient information with one another to enable a full and accurate costing to be done of each other's proposals.

#### **73.4.3 Negotiations**

Negotiations shall continue for 60 working days or until the expiration of a current Salary Settlement whichever last occurs.

#### **73.4.4 Final Positions prior to Mediation**

If no agreement has been reached during the period for negotiations specified in *Article 73.4.3*, written statements of the respective positions of each side shall be exchanged.

### **73.5 Mediation**

#### **73.5.1 Invitation to a Mediator/Arbitrator**

If a new Salary Settlement is not reached within the period specified in *Article 73.4.3*, then, unless there is an agreement to extend the time for negotiations, the chief negotiators shall, within five working days, contact the first Mediator/Arbitrator on the ranked list developed under *Article 73.3.2*, who will be invited to participate in the resolution of outstanding issues.

### **73.5.2. Mediation Procedures**

When a Mediator/Arbitrator is appointed the following procedures shall be followed unless varied by an agreement in writing.

73.5.2.1 Upon appointment the Mediator/Arbitrator shall be provided with a joint statement of matters that have and have not been agreed upon during negotiations.

73.5.2.2 Where the negotiators, with the assistance of the Mediator/Arbitrator are unable to resolve their differences, they shall jointly request the Mediator/Arbitrator to set out, in writing, recommended terms of settlement to be presented to the respective negotiating teams for their consideration. The negotiating teams shall within two working days inform the Mediator/Arbitrator confidentially of their acceptance or rejection of the recommendation.

73.5.2.3 If both negotiating teams accept the Mediator/Arbitrator's recommended terms of settlement, the Mediator/Arbitrator shall advise them and they shall present the recommended terms of settlement to their principals with a unanimous recommendation for acceptance.

73.5.2.4 If either or both of the negotiating teams reject(s) the Mediator/Arbitrator's recommended terms of settlement, the Mediator/Arbitrator shall convene at least one more meeting of the negotiating teams prior to terminating the mediation stage of the process.

### **73.5.3 Time Limit for Mediation**

The Mediator/ Arbitrator's involvement in the mediation stage of the process shall be limited to the time established by the mutual agreement in writing of the negotiating teams at the time of his or her appointment, unless varied by mutual agreement in writing.

### **73.5.4 Costs of Mediation**

The costs of the mediator shall be shared equally by the Parties.

## **73.6 Option to Resume Negotiations**

When a settlement has not been reached with the assistance of a Mediator/Arbitrator and the provisions of *Article 73.5* have been fulfilled, negotiations may be resumed for a period of up to ten working days by mutual agreement. This period may be extended by a mutual written agreement of the negotiating teams. If negotiations are resumed and a negotiated settlement does not result, then, at the end of the resumed period of negotiation, each negotiating team shall declare whether it wishes to accept the other's final position or to proceed to the arbitration stage of the mediation/arbitration process in accordance with *Article 73.7*.

## **73.7 Arbitration**

### **73.7.1 Referral to Arbitration**

Where the negotiating teams have been unable to reach a settlement by mediation under *Article 73.5* or during a resumption of negotiations under *Article 73.6*, they shall simultaneously refer unresolved issues within seven working days to the Mediator/Arbitrator for arbitration. The arbitration stage of the mediation/arbitration process shall be conducted in accordance with the terms of this Article.

### **73.7.2 Mediator/Arbitrator to Serve**

The person who has served as the Mediator under *Article 73.5* shall be the Arbitrator.

### **73.7.3 Statements of Issues**

The negotiating teams shall provide the Mediator/Arbitrator with a joint statement of the matters that have been agreed upon between the Parties during the negotiations, and their respective statements of the issues that require final determination by the Arbitrator.

### **73.7.4 Binding Effect of Arbitrated Award**

The Arbitrated Award of the Mediator/Arbitrator shall be final and binding on the Association and the University.

### **73.7.5 Maximum Period to be Covered by an Arbitrated Award**

The period covered by an Arbitrated Award shall not be more than three years.

#### **73.7.6 The Award**

The total cost of an Arbitrated Award shall neither be lower in total cost than the lower offer to settle, nor higher in total cost than the higher offer to settle. Subject to the preceding paragraph, the Mediator/Arbitrator may make an award that selects the entire final offer of either Party, or make an award that selects some or none of the items offered by either Party, or make an award where the cost of a particular salary or benefit item is somewhere between the cost of that item in the final offers of the Parties.

#### **73.7.7 Arbitrator Empowered to Determine Cost Estimates**

In the event that the negotiating teams are unable to agree on each other's cost estimates, the Mediator/Arbitrator is empowered to determine the cost estimates that shall be used.

73.7.8 In arriving at an Award, the Mediator/Arbitrator must attend to arguments, if any, by both negotiating teams concerning the University's ability to pay, faculty and librarian salary levels at other universities, the level of settlements for other employee groups within the University, inflation levels, and the University's need to attract and retain qualified faculty members and librarians.

73.7.9 The Mediator/Arbitrator may not disqualify an argument put forward by either the University or the Association by citing a previous agreement or award.

73.7.10 Where either Party makes a request, the Mediator/Arbitrator shall provide an opportunity for each negotiating team to present its position in the presence of the other; each team shall be given the opportunity to counter or rebut any argument of the other.

73.7.11 The Mediator/Arbitrator's Award shall be in writing and be delivered simultaneously to the Association and to the University.

73.7.12 The Association and the University shall each bear its own fees, expenses and costs; the other costs of arbitration including the fees and expenses of a single Mediator/Arbitrator shall be shared equally by the Association and the University.

73.7.13 After the conclusion of the presentations of the Parties, the Arbitrator shall have 30 working days in which to make an award.

### **74.0 SALARY POLICY**

The Parties recognize the value of a stable and predictable salary structure within a Salary Policy that provides a fair and competitive system of compensation to Members as a means of maintaining excellence within the University.

Subject to *Article 74.6*, normally, the Salary Policy is negotiated during negotiation of the Framework Agreement. However, at least three months before the commencement of salary negotiations, either Party may submit a preliminary list of Salary Policy revisions that the Party wishes to negotiate. After receiving such a preliminary list, the other Party may submit a supplemental list of Salary Policy revisions within one month of receiving a preliminary list. Notwithstanding the above, the Parties may, by mutual agreement, negotiate any provision of the Salary Policy during salary negotiations. Except by mutual agreement, any amendments to the Framework Agreement that entail costs cannot be negotiated after the Salary Settlement has been ratified.

#### **74.1 Application of Salary Policy**

74.1.1 This Policy applies only to Members who are represented by the Association.

74.1.2 Limited Term Appointments are eligible for any Basic Adjustment and the Career Progress Increment, and unless otherwise provided by the terms of the Salary Settlement, are not eligible for Merit Increments.

74.1.3 During the term of their respective appointments, this Policy does not apply to persons who have been appointed by the University to any of the following positions:

- (a) President;
- (b) Vice-President or Associate Vice-President;
- (c) Dean or Associate Dean;



- (d) University Librarian or Associate University Librarians; and
- (e) Any person appointed by the University Board of Governors to any of the above positions in an acting capacity.

## **74.2 Salary Floors and Starting Salaries**

### **74.2.1 Salary Floors for the Ranks**

The salary floors for the ranks shall be as provided in the Salary Settlement.

### **74.2.2 Individual Starting Salaries**

Starting salaries are individually negotiated. It is recognized that external market factors may result in salaries that do not fit the prevailing salary patterns in the relevant rank.

## **74.3 Salary Adjustments: Date, Types, Criteria and Period of Review**

### **74.3.1 Date for Salary Adjustments**

Unless the terms of a Salary Settlement otherwise provide, salaries are adjusted effective July 1 of each year.

### **74.3.2 Types of Annual Adjustments**

The types of annual salary adjustments are:

- (a) Basic Adjustment, the value of which is determined by the Salary Settlement;
- (b) Career Progress Increment (CPI);
- (c) Merit Increment (MI); and
- (d) Any other adjustment so designated by the Salary Settlement.

### **74.3.3 Evaluation Criteria for Salary Adjustments**

Members are evaluated according to the criteria described in *Article 13*.

### **74.3.4 Period of Review**

74.3.4.1 a) For each salary adjustment for a Faculty Member, the period of review for awarding a CPI and MIs shall be the three years preceding January 1 of the year in which the review is made.

b) Where a Faculty Member has held an appointment at the University for fewer than three years, the period of review shall be the time since the date of appointment. Where the Faculty Member has held an appointment for fewer than three years, the Faculty Member's achievements at the University in comparison with others' must be fairly evaluated in light of the shortened period of review.

74.3.4.2 Where a Faculty Member has been on leave, except Leave Without Salary, for more than one teaching term during the period of review (as identified in *74.3.4.1*), the review period for the purposes of evaluating Teaching Effectiveness and Other Contributions shall be increased by one year. The Faculty Evaluation Policy is required by *Article 13.9.3* to contain provisions for taking into account the effect on performance of Maternity, Parental and Adoption Leave, Special Leave, Sick Leave and Long Term Disability.

74.3.4.3 Where a Faculty Member has been on Leave Without Salary the period of review for awarding a CPI and MIs shall not be adjusted and shall be the same as provided in *Article 74.3.4.1*.

74.3.4.4 For a Librarian, the period of review for awarding a CPI and MIs shall be the year preceding March 31 of the year in which the review is made. Where a Librarian has held an appointment at the University for less than one year, the period of review for the award of CPI and MIs shall be the time since the date of appointment.

74.3.4.5 Where a Librarian has been on Sick Leave, Long-term Disability, Maternity, Parental Leave, or Adoption Leave or Special Leave for a period of four months or more, the period of review for awarding a CPI and MIs shall be extended by one year. The Libraries Evaluation Policy is required by *Article 13.8.3* to contain provisions for taking into account the effect on performance of these types of leave.

### **74.3.5 Evaluation**

#### **74.3.5.1 Faculty Members**

Each Faculty must have an Evaluation Policy for the evaluation of Members in the Faculty. The Evaluation Policy and any amendment thereto will be submitted to the Faculty and the Vice-President Academic and Provost for approval. The Evaluation Policy shall include:

- (a) A description of the components to be evaluated within each of the evaluation criteria listed in *Article 13*;
- (b) A description of the assessment techniques to be used in making evaluations;
- (c) A description of the format and essential content to be used by a Faculty Member in preparing the teaching dossier for evaluation of Teaching Effectiveness. With regard to student evaluations of a Member's teaching, a teaching dossier
  - i) shall include complete aggregated statistical results of student evaluations for the period of review; however,
  - ii) there shall be no obligation to include anecdotal or subjective student comments.
- (d) Provision that Faculty Members, other than Senior Instructors and Teaching Professors, be evaluated on the criteria listed in *Article 13.1.1 (a)* and *(b)* and *(c)* in the ratio of 40:40:20 respectively. An alternative ratio in which no criterion in the ratio is weighted at less than 20% may be agreed between a Faculty Member and the Chair (in the case of a Faculty with Departments), and approved by the Dean, in advance for a fixed period not exceeding five years. With regard to Chairs, such an agreement is made between the Dean and the Chair and the agreement is normally made at the time of appointment as Chair and for the term of the appointment.
- (e) In departmentalized Faculties, a description of the mechanism or process by which recommendations will be made with regard to MIs for Members of the Departments, including any system of allocating MIs among Departments.
- (f) Provision that Senior Instructors and Teaching Professors be evaluated on the basis of the criteria listed in *Article 13.2.1 (a)* and *(b)* in the ratio of 80:20 respectively. An alternative ratio in which neither criterion in the ratio is weighted at less than 20% may be agreed between the Member and the Chair, in the case of a departmentalized Faculty, and approved by the Dean, in advance, for a fixed period not exceeding five years; and
- (g) Provision that Academic Administrators be evaluated on the basis of the criteria listed in *Article 13.4.1* in the ratio to be fixed between Member and the Chair, in the case of a departmentalized Faculty, and approved by the Dean or, where the Academic Administrator is appointed without a Department, the Line Authority, in advance, for a fixed period not exceeding five years.

#### **74.3.5.2 Librarians**

The University Libraries must have an Evaluation Policy for the evaluation of Librarians. The Evaluation Policy and any amendments thereto will be submitted to the Librarians and the Vice-President Academic and Provost for approval. The Evaluation Policy shall include:

- (a) A description of the components to be evaluated within each of the evaluation criteria listed in *Article 13.3.1*;
- (b) A description of the assessment techniques to be used in making evaluations;
- (c) Provision that Librarians be evaluated on the criteria listed in *Article 13.3.1 (a)*, *(b)* and *(c)* in a ratio of 80:10:10 respectively, or an alternative ratio that is agreed between a Librarian and the University Librarian in advance for a fixed period not exceeding five years;
- (d) A description of the mechanism or process by which recommendations are made for MIs.

#### **74.3.6 Submission of Information**

Members are expected to provide information that is relevant to the evaluation criteria for salary adjustments.

#### **74.3.7 Teaching Dossiers**

Faculty Members are expected to submit a teaching dossier that documents their Teaching Effectiveness for the full review period.

### **74.4 Basic Adjustment**

#### **74.4.1 Nature of the Basic Adjustment**

The Basic Adjustment is an across-the-board adjustment and is not related to the evaluation of performance.

#### **74.4.2 Value of the Basic Adjustment**

The value of any Basic Adjustment for each year shall be as provided by the Salary Settlement.

### **74.5 Career Progress Increment (CPI)**

#### **74.5.1 Purpose, Criteria and Standards of Evaluation**

74.5.1.1 A CPI recognizes satisfactory career progress of a Faculty Member, other than Senior Instructors, Teaching Professors and Academic Administrators:

- (a) whose Teaching Effectiveness and Scholarly and Professional Achievement are judged to have satisfied the expected standard of career progress in the period of review, or
- (b) whose Teaching Effectiveness is judged to have satisfied the expected standard of career progress and whose Other Contributions are judged to have been substantial in the period of review.

74.5.1.2 A CPI recognizes satisfactory career progress of a Senior Instructor or Teaching Professor:

- (a) whose Teaching Effectiveness is judged to have satisfied the expected standard of career progress in the period of review, or
- (b) whose Teaching Effectiveness is judged to have been satisfactory and whose Other Contributions are judged to have been substantial in the period of review.

74.5.1.3 A CPI recognizes satisfactory career progress of a Librarian whose performance is judged to have satisfied the expected standard of career progress in the period of review.

74.5.1.4 A CPI recognizes satisfactory career progress of an Academic Administrator whose administrative contributions and, where teaching, research and scholarly activities are assigned, Teaching Effectiveness and Scholarly and Professional Achievement are judged to have satisfied the expected standard of career progress in the period of review.

#### **74.5.2 Value of a CPI**

The value of a CPI for Faculty Members and the value of a CPI for Librarians are as set out in the Salary Settlement.

#### **74.5.3 Number of CPIs**

One CPI shall be available for award to every Faculty Member and one CPI shall be available for award to every Librarian. If a CPI is not awarded to a Member, it is not transferable to another Member.

#### **74.5.4 Withholding CPIs**

Unless otherwise specified in the Salary Settlement, where a Member has failed to demonstrate satisfactory career progress, a CPI may be withheld in the following instances:

- (a) Senior Instructors who are within their first 16 years of service at the rank of Senior Instructor;
- (b) Assistant Professors who are within their first 10 years of service at the rank of Assistant Professor;
- (c) Associate Professors who are within their first 14 years of service at the rank of Associate Professor;
- (d) Full Professors whose salaries are less than the amount specified in the Salary Settlement;

- (e) Librarians who are within their first 7 years of service at the rank of Librarian II;
- (f) Librarians who are within their first 9 years of service at the rank of Librarian III; and
- (g) Librarians at the rank of Librarian IV whose salaries are less than the amount specified in the Salary Settlement.

#### **74.5.5 Written Justification for Award**

74.5.5.1 Unless otherwise specified in the Salary Settlement where a Dean provides written justification that the Faculty Member continues to demonstrate satisfactory career progress, a CPI may be awarded to:

- (a) Assistant Professors whose service in that rank exceeds 10 years; and
- (b) Associate Professors whose service in that rank exceeds 14 years.

74.5.5.2 A CPI may be awarded to a Senior Instructor who has completed 16 years or more of service at the rank of Senior Instructor if recommended by a Dean to receive at least one MI (in which case a CPI is deemed to have been recommended) or if a Dean provides a written justification.

74.5.5.3 A CPI may be awarded to a Faculty Member at the rank of Professor whose salary is above the amount specified as the maximum in the Salary Settlement\* if recommended by a Dean to receive at least one MI (in which case a CPI is deemed to have been recommended) or if a Dean provides a written justification.

\* This amount remains unchanged from \$116,000, defined in the 2004-06 Salary Settlement.

74.5.5.4 Where the University Librarian provides written justification that a Librarian continues to demonstrate satisfactory career progress, a CPI may be awarded to:

- (a) Librarians whose service in the rank of Librarian II exceeds seven (7) years, and
- (b) Librarians whose service in the rank of Librarian III exceeds nine (9) years,

provided that the justification must contain a reasonable explanation of why the Librarian has not applied for promotion.

74.5.5.5 A CPI may be awarded to a Librarian IV whose salary is above the amount specified as the maximum in the Salary Settlement\* if recommended by the University Librarian to receive at least one MI (in which case a CPI is deemed to have been recommended) or if the University Librarian provides a written justification.

\* This amount remains unchanged from \$87,530 defined in the 2004-06 Salary Settlement.

74.5.5.6 The written justification under *Article 74.5.5* shall be sent to the Vice-President Academic and Provost with a copy to the Member.

#### **74.5.6 Where a CPI is not Awarded**

74.5.6.1 Before a Dean or the University Librarian forwards to the Vice-President Academic and Provost annual salary recommendations that would result in a CPI not being awarded to the Member, the Member shall be given a written statement of the reasons for not awarding the CPI and be given an opportunity to discuss that statement with the Dean (in the case of a Faculty Member) or the University Librarian (in the case of a Librarian).

74.5.6.2 Where a Member is not awarded a CPI, the University shall offer guidance and advice regarding types of support available to assist the Member to improve career progress, including referral to the Peer Support Program as established in Appendix I in the appropriate case.

### **74.6 Merit Increments (MIs)**

Except with the consent of both parties, amendments to *Article 74.6* will be negotiated during Salary Negotiations and any provision of *Article 74.6* may be amended by the parties to this Agreement through contrary provisions in any Salary Settlement.

#### **74.6.1 Purpose, Criteria and Evaluation**

MIs serve to recognize levels of meritorious performance beyond the level of performance required for a CPI, Teaching Effectiveness, and Scholarly and Professional Achievement are the paramount criteria as evaluated in

accordance with *Article 74.3.5.1* for Faculty Members (other than Academic Administrators for whom the paramount criteria is performance of administrative duties) and Professional Performance is the paramount criterion as evaluated in accordance with *Article 74.3.5.2* for Librarians.

#### **74.6.2 Value of MIs**

The total amount of money available for MIs and CPIs for Members shall be determined by the Salary Settlement and the value of MIs and CPIs shall be in the ratio of two MIs to one CPI of approximately 65% to 35% respectively, unless another procedure for determining the value of MIs or CPIs is set by the Salary Settlement. The value of an MI or CPI for Faculty Members and for Librarians may be different.

#### **74.6.3 Number of MIs**

The number of MIs available for award shall be twice the number of Members (other than those holding Limited Term appointments).

#### **74.6.4 Prerequisite for Merit Increment Awards**

Only those Members who have been recommended for a CPI are eligible for one or more MIs.

#### **74.6.5 Maximum Number of MIs Awarded to an Individual**

The maximum number of MIs that may be awarded to a Member in one year is four. MIs are awarded only as whole increments.

#### **74.6.6 Distribution of MIs**

MI must be distributed among Members to achieve the following requirements:

- The number of members receiving two MIs shall not exceed 1/3 the number of Members in the unit rounded to the closest whole number.
- The number of Members receiving two MIs shall be greater than or equal to the number receiving one MI.

#### **74.6.7 Allocation of MIs to Members**

74.6.7.1 A number of MIs equal to three percent of the total MIs available for Faculty Members are retained by the Vice-President Academic and Provost to be awarded by the Vice-President Academic and Provost to recognize:

- (a) Teaching Effectiveness and Scholarly and Professional Achievement, or
- (b) Substantial contributions to the functioning of the University in areas other than Teaching Effectiveness or Scholarly, and Professional Achievement.

74.6.7.2 In Faculties that are sub-divided into Departments, Faculty autonomy shall be respected with regard to the process, which is described in the Faculty's Evaluation Policy made under *Article 74.3.5.1(e)*, by which recommendations are made to the Dean by Departments.

74.6.7.3 Other than in exceptional circumstances, the remainder of the MIs available for Faculty Members is allocated by the Vice-President Academic and Provost to the Deans of the Faculties in proportion to the number of Faculty Members in the respective Faculties.

74.6.7.4 In Faculties that are sub-divided into Departments, the Dean shall request the Chair to submit a list of recommendations for MIs with regard to Members in the Department (excluding the Chair).

74.6.7.5 Deans of Faculties and the University Librarian shall forward MI recommendations for Members of their respective academic units, including Chairs, to the Vice-President Academic and Provost.

74.6.7.6 For purposes of this Article, Academic Administrators shall be considered as a single unit. All MIs available to Academic Administrators shall come from the unit allocation.

### **74.7 Single Year Awards**

#### **74.7.1 Purpose of Award**

The single year award is intended to recognize substantial contributions to the objectives and activities of the University that are above and beyond a Member's regular responsibilities.

### **74.7.2 Value of Award**

This award has a minimum value of \$1,000. It is not added to the Member's base salary.

### **74.7.3 Number of Awards**

Unless otherwise provided by the terms of the Salary Settlement the number of awards in any year is limited to a number not greater than two per cent of the total number of Faculty Members. Recommendations for such awards can be made at any level. The awards are determined by the Vice-President Academic and Provost.

## **74.8 The Process for Making Salary Adjustments**

### **74.8.1 Vice-President Academic and Provost makes Salary Adjustments**

The Vice-President Academic and Provost makes salary adjustments based on the recommendations made by the Deans and the University Librarian.

### **74.8.2 Reconsideration by the Vice-President Academic and Provost**

A Member may request the Vice-President Academic and Provost to reconsider her or his salary adjustment by stating the reasons for the request in writing and sending the request to the Vice-President Academic and Provost at the earliest opportunity and not later than 30 days after receipt of her or his salary notice. After seeking written advice from the Dean or University Librarian, as the case may be, the Vice-President Academic and Provost shall respond in writing to the request for reconsideration, normally within 30 days of receiving the request.

### **74.8.3 Appeal to University Review Committee**

A Member who is not satisfied with the reconsideration of the salary adjustment by the Vice-President Academic and Provost may appeal to the University Review Committee in accordance with the provisions of the Framework Agreement regarding salary appeals. The appeal must be filed within 20 working days of receiving written notice of the Vice-President Academic's reconsideration of the Member's salary adjustment.

## **74.9 Order for Making Salary Adjustments**

### **74.9.1 Salary Adjustments without Promotion**

Where a Member is not being promoted to a higher rank at the effective date of a salary adjustment, salary adjustments as applicable shall be implemented in the following order:

- 1) The Basic Adjustment;
- 2) The Career Progress Increment; and
- 3) Merit Increments.

**74.9.2 Salary Adjustments with Promotion** *\*(for the period 2006-2010, section 3.5.5 of the Salary Settlement takes precedence over Articles 74.9.2.1 and 74.9.2.2)*

### **74.9.2.1 If Floors do not increase by the amount of the Basic Adjustment**

Where a Member is promoted to a higher rank at the effective date of a salary adjustment, and the salary floor of the rank to which a Member is being promoted does not increase by an amount equal to at least the value of the Basic Adjustment, salary adjustments as applicable shall be implemented in the following order:

- 1) Any increase necessary to bring the Member to the floor of the rank to which the person is being promoted;
- 2) The Basic Adjustment;
- 3) The Career Progress Increment; and
- 4) Merit Increments.

### **74.9.2.2 If Floors increase by the amount of the Basic Adjustment**

Where a Member is promoted to a higher rank at the effective date of a salary adjustment, and the salary floor of the rank to which a Member is being promoted increases by an amount equal to at least the value of the Basic Adjustment, salary adjustments as applicable shall be implemented in the following order:

- 1) The Basic Adjustment;
- 2) Any increase necessary to bring the Member to the floor of the rank to which the person is being promoted;
- 3) The Career Progress Increment; and
- 4) Merit Increments.

#### **74.10 Part-time Appointments**

Where a Member has an appointment with a full-time equivalent (FTE) value of less than 1.0, the dollar value of any Basic Adjustment, other adjustments agreed to in the Salary Settlement, CPI and MIs awarded to the Member are reduced by multiplying the value of the increments awarded by the FTE value of the appointment.

#### **74.11 Members on Leave Without Salary**

The salary of a Member who has been on Leave Without Salary in the year immediately preceding the effective date of the adjustment shall be adjusted by the amount of any Basic Adjustment or other applicable adjustment agreed to in the Salary Settlement. With regard to consideration for a CPI and MIs, the period of review will include the period of Leave Without Salary and the Member must submit information with regard to the period of review in accordance with *Article 74.3.4.2* to be considered for a CPI or MIs.

#### **74.12 Market Supplements**

##### **74.12.1 Offering a Market Supplement as a Recruiting Measure**

The Vice-President Academic and Provost may authorize an academic unit to offer a market supplement as a recruiting measure where the Vice-President Academic and Provost is satisfied that:

- (a) There is a high market demand for persons with the desired credentials or experience;
- (b) The high market demand may be a temporary phenomenon; and
- (c) In competition with other Canadian universities, the academic unit seeking to make the appointment has not been successful or is unlikely to be successful in recruiting candidates of the desired calibre by offering the normal University starting salary for persons with such qualifications and experience.

##### **74.12.2 Authorizing Payment of a Market Supplement to a current Member**

Upon the recommendation of a Dean or the University Librarian, the Vice-President Academic and Provost may authorize the payment of a market supplement to a current Member where the Vice-President Academic and Provost is satisfied that:

- (a) There is a high market demand for persons with the credentials or experience of the Member;
- (b) The high market demand may be a temporary phenomenon; and
- (c) The Member:
  - i) Has a meritorious record of achievement that is demonstrated by having been awarded recognition and Merit Increments;
  - ii) Fulfils a key role in the academic unit in which he or she holds an appointment; and
  - iii) Is a person who will likely be recruited by another university.

##### **74.12.3 Terms of a Market Supplement**

74.12.3.1 When a market supplement is authorized by the Vice-President Academic and Provost, the terms of the market supplement shall be specified including:

- (a) The amount of the market supplement;
- (b) The period of time during which the market supplement will be paid;
- (c) If the amount of the market supplement will decline during the payment period, the terms by which the decline will occur;

(d) Whether or not the market supplement is renewable and, if it is renewable, the conditions on which the market supplement will be renewed.

74.12.3.2 The amount and terms of a market supplement shall be stated in an offer letter to a candidate for an appointment.

74.12.3.3 The amount and terms of a market supplement shall appear on the Appointment Status form or similar record maintained by Human Resources.

#### **74.12.4 Relationship of Market Supplement to Regular Salary**

A market supplement does not form part of a Member's regular base salary; however, it is included in a Member's salary for the purpose of calculating:

(a) contributions of the University and the Member to:

- i) the Pension Plan
- ii) Basic Life Insurance
- iii) Remuneration paid during a Leave
- iv) Long Term Disability benefits;

and

(b) the Big Salary Base that is defined in *Article 2*.

#### **74.12.5 Report to Association**

By April 30 of each year, the University will report to the Association the aggregate dollar amount of market supplements awarded in the previous fiscal year.

#### **74.12.6 Salary Settlement Negotiations**

Either the Association or the University may introduce in Salary Settlement negotiations the amount that will be expended on Market Supplements.

### **74.13 Retention Adjustments**

74.13.1 Upon the recommendation of a Dean or the University Librarian, the Vice-President Academic and Provost may make a retention adjustment to the salary of a current Member where the Vice-President Academic and Provost is satisfied that

- (a) There is a high market demand for persons with the credentials or experience of the Member;
- (b) The salary of the Member is significantly less than salaries of persons with comparable experience and credentials at comparable Canadian universities;
- (c) The Member:
  - i) Has a meritorious record of achievement that is demonstrated by having been awarded recognition and Merit Increments;
  - ii) Fulfils a key role in the academic unit in which he or she holds an appointment; and
  - iii) Is a person who will likely be recruited by another university.

#### **74.13.2 Relationship to Regular Salary**

A Retention Adjustment is added to the regular base salary of a current Member without any time limitation. The letter informing the Member of the retention adjustment will include the procedure to be followed in the calculation of the Member's salary when the Member is promoted, if that promotion involves a raise to the salary floor of the rank to which the Member is being promoted.

#### **74.13.3 Report to Association**

By April 30 of each year, the University will report to the Association the aggregate dollar amount of Retention Adjustments awarded in the previous fiscal year.



#### **74.13.4 Salary Settlement Negotiations**

Either the Association or the University may introduce in Salary Settlement negotiations the amount that will be expended on Retention Adjustments.

#### **74.14 Anomalies and Special Adjustments**

Provision will be made for anomaly and special adjustments. The amount provided will be determined by the Salary Settlement. All Members are eligible for salary anomaly adjustments.

### **75.0 JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT**

#### **75.1 Membership of Committee**

The JCAA shall be composed of three representatives of the University appointed by the President of the University and three representatives of the Association appointed by the President of the Association. A quorum shall be four members, provided that two representatives of each Party are present.

#### **75.2 Functions of the Committee**

75.2.1 The JCAA shall:

- (a) endeavour to maintain and develop a spirit of cooperation and mutual respect between the Parties;
- (b) review matters of concern arising from the administration of this Agreement excluding any dispute that is the subject of an appeal or grievance under any other provision of this Agreement or that has been submitted to arbitration under this Agreement;
- (c) oversee the accuracy and timely updating of the web versions of the Framework Agreement and resolve any editorial inconsistencies in the web versions;
- (d) foster good communication between the Parties and to serve as a forum for the exchange of information; and
- (e) compile a ranked list of six arbitrators by January 1 of each year in accordance with the procedures outlined in *Article 61.1.2*.

75.2.2 The JCAA shall not have the power to add to or to modify in any way the terms of this Agreement. The JCAA shall function in an advisory capacity to the Association and the University and shall seek the timely correction of conditions which may give rise to misunderstandings.

75.2.3 If the JCAA becomes aware of a serious ambiguity or omission that affects the application of the terms of this Agreement, the JCAA may make a unanimous recommendation to the Parties regarding the resolution of that ambiguity or omission for the term of the Agreement. If the Parties agree to adopt the recommendation of the JCAA, the Parties may sign a Letter of Understanding to that effect.

75.2.4 All paper copies of the Framework Agreement shall state on the title page that any changes adopted by the Parties and any interpretations of the JCAA relating to any section of the Agreement will be posted with the Agreement on the websites of the Parties. A page or pages on those websites will set out this information and will normally be amended within 20 working days of the change or interpretation. An electronic alert of the change or interpretation will also be sent to Deans, the University Librarian, Chairs, and the Faculty Association at the same time the website is amended.

75.2.5 The JCAA will prepare and distribute an annual report of its work in the previous calendar year by January 31 of each year. The annual report will be distributed as determined by the JCAA but will, in any event, be sent to the President of the University, Vice-President Academic and Provost and the President of the Association.

#### **75.3 Meetings of the Committee**

The Committee shall meet as necessary but at least once every two months during the academic year. Either the Association or the University may call a meeting on seven days written notice. Written agendas shall be circulated at least 48 hours in advance of each meeting.

## **76.0 PROGRAM DISCONTINUANCE**

### **76.1 Preamble**

This Article applies only where the discontinuance of a course of study, program, Faculty, School or Department may result in the lay-off of Members. *Articles 76.10* through *76.21* will only be invoked after the process outlined in *Articles 76.3* through *76.9* has been completed.

### **76.2 Role of Senate and Board**

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

### **76.3 Security of Employment**

Where the discontinuance of a course of study, program, Department, School or Faculty may affect the security of employment of Members, the University will endeavour to maintain the employment of Members whenever possible, recognizing the following:

- (a) the importance of tenure as a protection of academic freedom;
- (b) the long-term commitment made by Members to an academic career at the University; and
- (c) a Member's ability to contribute to the University in many ways.

### **76.4 Proposal for Discontinuance**

#### **(a) Notice of Proposal**

Before the President of the University, a Vice-President, Associate Vice-President or Dean submits to Senate a proposal for discontinuance under *Article 76.1*, a copy of the proposal must be sent to the President of the Association, and the Members in the affected academic unit.

#### **(b) Content of Proposal**

The written proposal must contain:

- i) a detailed statement of the reasons for such a proposal; and
- ii) details of the consequences of the proposal with regard to the employment status of Members including:
  - 1) any proposed voluntary transfers of Members to other academic units;
  - 2) any proposed voluntary transfers to academic administrative positions;
  - 3) any proposed voluntary retirements or resignations;
  - 4) any proposed voluntary reduction in the FTE of appointments;
  - 5) any other measures that have been made available to Members before considering the need to lay-off Members; and
  - 6) the proposed lay-off of Members;

where (i) is paramount.

### **76.5 Review Committee**

Before deciding whether or not to forward the proposal to Senate, the President shall, within 15 working days of sending a copy of the proposal to the President of the Association, establish a Review Committee that is advisory to the President. The Review Committee shall consist of five members: two nominated by the President of the Association, two nominated by the President of the University and one member jointly named by the two Presidents. The Committee shall select its own Chair. The members must have relevant academic expertise and suitable

qualifications for the reviewing task. No member of the Committee shall be a member of the unit that would be affected by the proposal for discontinuance.

### **76.6 Cooperation with Committee**

The University shall cooperate with the Committee by making available to it all relevant data and information, and providing it with appropriate and essential resources.

### **76.7 Procedures of Committee**

The Review Committee shall:

- (a) provide all interested persons or groups with an opportunity to make submissions with regard to all aspects of the proposal referred to in *Article 76.4*; and
- (b) submit its report containing its comments and advice with regard to the proposal within 40 working days of its appointment. The report may contain dissenting views in whole or in part or with respect to any specific issue.

### **76.8 Matters for Committee to Address**

With regard to the course of study, program, Faculty, School or Department proposed for discontinuance, the Committee shall address the following questions in its Report:

- (a) whether there are bona fide academic reasons for the proposed discontinuance. In making this assessment, the Review Committee shall consider:
  - i) the quality of teaching and/or research;
  - ii) any relevant academic reviews either internal or external (internal academic accreditation reports, or evaluations by other professional or academic bodies);
  - iii) success in placement of graduates in graduate programs or occupations; and
  - iv) any other criteria identified in the proposal or expressly considered relevant by the Committee;
- (b) the relationship of the course of study, program, Faculty, School or Department proposed for discontinuance with other programs or units within the University;
- (c) whether the course of study, program, Faculty, School, or Department proposed for discontinuance has attracted an acceptable enrolment in the past four years (unless a shorter period of initial review was specified by the Senate and Board of Governors at the time of the approval of a program or course of study) and, if not, whether this situation is likely to continue;
- (d) whether any academic deficiencies can be remedied within three years and, if so, how;
- (e) any other questions the Review Committee deems appropriate; and
- (f) the reasonableness of the proposals and the consequences described under *Article 76.4(b)(ii)*.

### **76.9 Report of Committee**

The report of the Review Committee shall be delivered to the President. Copies of the report shall be delivered concurrently to the Members in the affected unit, the relevant Dean and Chair, and the President of the Association, who shall have 20 working days to consider the report and deliver a response in writing to the President of the University.

### **76.10 President's Recommendation**

- (a) Following the receipt of the Report of the Review Committee, and the responses to it, the President of the University shall determine whether or not to submit a proposal for discontinuance to the Senate Planning Committee for consideration and recommendation to Senate.
- (b) If the President submits a proposal for discontinuance to Senate, the report of the Review Committee and any responses to it shall accompany the proposal.

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

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

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

If the Board of Governors directs that a program be discontinued, the President of the University or designate shall prepare a detailed plan for the implementation of the program of discontinuance.

### **76.13 President's Implementation Plan**

The plan developed by the President under *Article 76.12* shall be based on the proposal under *Article 76.4(b)* and shall include:

- (a) a list of Members affected by the discontinuance and how they will be affected, including a proposed list of all Members who will be laid off and the proposed date of lay-off;
- (b) a list of any options that may be considered in order to avoid laying-off Members on the proposed lay-off list, including but not limited to voluntary retirement, voluntary resignation, voluntary transfer to reduced appointment status; and
- (c) a statement of any differences with regard to the employment status of Members between the proposal for discontinuance submitted by the President to the Senate and the President's Implementation Plan under this Article, and the reasons for those differences.

### **76.14 Notification**

Within 20 working days of the decision of the Board of Governors under *Article 76.12*, the President of the University shall:

- (a) notify each Member who is proposed for lay-off in the proposed lay-off implementation plan; and
- (b) send a copy of the proposed lay-off implementation plan to the Association for comment.

### **76.15 Response by Association**

Within 20 working days of receiving the proposed lay-off implementation plan, the Association may send its comments in writing to the President of the University.

### **76.16 Meeting with President**

Within 20 working days after notification under *Article 76.14*, a Member who is proposed for lay-off in the proposed lay-off implementation plan has the right to meet with the President of the University, accompanied by a representative of the Association, to discuss options that may be utilized to avoid laying off the Member.

### **76.17 Final Implementation Plan**

After 25 working days from the date when the proposed lay-off implementation plan was sent to the Association, the President of the University, after giving due consideration to any comments of the Association and Members who are proposed for lay-off in the proposed lay-off implementation plan, shall prepare a final implementation plan that includes:

- (a) any new transfers to another academic unit that have been arranged in accordance with *Article 71*; and
- (b) the final list of Members to be laid off.

### **76.18 Transfers**

Transfer to an academic appointment in another academic unit will take place in accordance with *Article 71*. The receiving academic unit shall not unreasonably reject the transfer.

### **76.19 Upgrading**

Where a Member has the required academic credentials and other qualifications for a transfer to another academic unit or an academic administrative position and the position is offered to and the Member accepts the position conditional upon upgrading her or his skills, the Member shall be given an opportunity to upgrade her or his skills

by enrolling in courses or programs specified and offered by the University without payment of fees or tuition over a period of up to two years.

### **76.20 Transfer of Rank, etc.**

If a Member is transferred to an academic appointment in another academic unit, the Member's appointment rank, seniority and compensation remain unchanged.

### **76.21 Costs of Committee**

The cost of the Review Committee established under this Article shall be borne by the University.

## **77.0 FINANCIAL EXIGENCY**

### **77.1 General**

The Parties agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom. Any lay-off for budgetary reasons of Tenured or Tenure-track Members, of Senior Instructors holding continuing appointments or of Librarian/Archivist Members on Confirmed or Probationary Appointments shall occur only during a state of financial exigency declared by the Board of Governors under this Article.

### **77.2 Definition of Financial Exigency**

For the purposes of this Agreement, a state of financial exigency occurs when the University's budget forecasts, prepared by using generally accepted accounting principles, project substantial and recurring financial deficits that will affect the continued functioning of the University as a whole and that will persist for two years or more unless there is a reduction in expenditures.

The use of the term "accounting" in *Articles 77.2, 77.4* and other sub-articles of *Article 77* includes future predicted costs.

### **77.3 Notice of Declaration of Financial Exigency**

When the Board of Governors considers that a financial exigency exists within the meaning of *Article 77.2*, the Board of Governors may declare a financial exigency and specify the required base budget reduction expressed in dollars. Where such a declaration is made, the President of the University shall give notice of the declaration to the Association within five working days stating that the Board of Governors intends to act in accordance with the procedures set out below.

### **77.4 Provision of Financial Documentation**

Within five working days of giving notice of a declaration that a financial exigency exists, the Board of Governors shall forward to the Association all financial documentation upon which the Board of Governors based its declaration of financial exigency. The documentation shall be sufficiently detailed that by usual generally accepted accounting principles a state of financial exigency can be evaluated.

### **77.5 Appointments During Recall Period**

**77.5.1** After a declaration of financial exigency has been made, the Board of Governors agrees:

- (a) in the recall period, not to make new appointments in any Faculty or the University Libraries where the holder of such appointment would be represented by the Association under this Agreement unless all recall rights under this Article have been exhausted;
- (b) that if it creates and fills any new academic administrative positions that are described in *Article 3.2.1* in addition to those that are in existence at the date of the Declaration of Financial Exigency, the University will recall a Member or Members with combined salaries that are equivalent to at least 1.25 times the salary of each new academic administrative appointment. Where this figure is not sufficient to pay the full salary of the person being recalled under this provision, the figure will be rounded up to include the full salary of the person being recalled.

**77.5.2** Nothing in this Article prevents the University from renewing the appointment of a person holding a position described in *Article 3.2.1* or making a new appointment to a position described in *Article 3.2.1*.

## **77.6 Lay-off Prerequisites**

- (a) Lay-off of Members under this Article shall occur only after:
  - i) a state of financial exigency has been declared by the Board of Governors in accordance with the procedures contained in this Article;
  - ii) efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken; and
  - iii) all reasonable means of improving the University's revenues have been exhausted.
- (b) No Member shall be laid-off, terminated, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for financial reasons, except in accordance with this Article. However, this Article does not preclude the non-renewal of Members on limited term appointments, or lay-offs, where the conditions and procedures of *Article 76* have been satisfied.

## **77.7 Financial Commission**

- (a) Within 15 days of the notice specified in *Article 77.3* above, the Board shall establish a Financial Commission consisting of five (5) members, two (2) of whom shall be appointed by the Board of Governors, two (2) of whom shall be appointed by the Association, and the fifth of whom shall be an independent Chair selected by the other four (4) members of the Commission. In the event the other members of the Commission cannot agree on a Chair, the Chair shall be named by a Justice of the Supreme Court of British Columbia upon application being made by the Parties to the Court. No member of the Financial Commission shall be a government official.
- (b) The Financial Commission shall review the material on the state of financial exigency and either:
  - i) verify to the Board of Governors the existence of such a financial exigency; or
  - ii) report to the Board of Governors that such a financial exigency does not exist.

## **77.8 Cooperation with Financial Commission**

The University shall co-operate with the Financial Commission in its deliberations and shall provide all documentation necessary to establish to the satisfaction of the Financial Commission whether a state of financial exigency exists within the meaning of this Article.

## **77.9 Financial Commission Procedures**

The Financial Commission shall establish its own procedures; however, all decisions of the Financial Commission shall be by majority vote of the members of the Financial Commission.

## **77.10 Invitation to Make Submissions**

The Financial Commission shall invite submissions on the University's financial condition and consider:

- (a) whether the University's financial position constitutes a state of financial exigency as defined in *Article 77.2*;
- (b) whether a reduction in the number of Members and/or a reduction in the salaries and benefits of Members is a reasonable way to effect a cost-saving, given the primacy of academic goals within the University;
- (c) whether other means of achieving savings have been explored and utilized;
- (d) whether every reasonable effort has been made to secure further assistance from the provincial government and to improve the University's revenue position by other means, including borrowing with the approval of the government as required by the University Act;
- (e) whether revenue estimates from enrolment projections are consistent with any proposed reduction in the complement of Members;
- (f) whether all other reasonable means of reducing the complement of Members including voluntary early retirement, voluntary resignation, voluntary reduced appointment status, and transfer have been considered and implemented; and,

- (g) any other matters that it considers relevant to the proposed financial exigency.

The Financial Commission shall answer each of (a) to (f) above, as well as any other specific questions that arise under (g).

### **77.11 Report of the Financial Commission**

The Financial Commission shall make its report to the Board and the Association within three months of its appointment. If the Financial Commission verifies that there is a state of financial exigency, it shall recommend the required base-budget reduction expressed in dollars. It shall also recommend the portion of that reduction that would be achieved by laying off Members, or by reducing expenditures on Members' salaries and benefits.

### **77.12 Association's Invitation to Members**

When the report of the Financial Commission verifying that a financial exigency exists is made known to the Association, the Association shall invite Members to recommend proposals for the use of voluntary measures to bring about savings in expenditures for Members' salaries and benefits.

### **77.13 Renegotiation Period**

77.13.1 If the Financial Commission verifies that a financial exigency exists, it shall be open to the Parties, notwithstanding any provisions of this Agreement or other Agreement between the Parties, to:

- (a) renegotiate provisions of the Salary Settlement or Arbitrated Award bearing directly on salaries and benefits, or
- (b) reach other mutually acceptable emergency methods of reducing expenditures that could avert lay-offs or decrease the number of lay-offs, including a proposal for lay-off days each year during the period of Financial Exigency.

77.13.2 No later than 7 days after the Financial Commission has verified that a Financial Exigency exists, the University and the Faculty Association will discuss the possibilities for achieving the reductions required. The parties shall complete these negotiations within 21 days after the first meeting unless, by mutual agreement, the negotiating period is extended.

### **77.14 Proceeding Where No Agreement on Alternative Measures**

If there is no agreement under *Article 77.13.1* on measures to reduce expenditures, the University may proceed with lay-offs to achieve the necessary reductions in accordance with the procedures set out below.

### **77.15 Finding of No Financial Exigency**

If the Financial Commission finds that no financial exigency exists in the sense of *Article 77.2*, the Board of Governors shall be precluded from invoking any of the provisions of this Article again in the same fiscal year.

### **77.16 Written Notice**

- (a) Members who are to be laid off under this Article shall be provided with written notice of the reasons.
- (b) Lay-offs under this Article shall not be treated or recorded as dismissals for cause.

### **77.17 Lay-off Procedures**

#### **77.17.1 Faculty Member Retention Lists**

A separate Faculty Member Retention List (MRL) will be prepared for each Faculty. Each MRL will consist of three categories and the Members in each category will be rank-ordered from top to bottom as provided in this Article. The categories are in rank order:

- (a) Members holding Regular Academic Appointments who on the date of Declaration of Financial Exigency have received at least one Merit Increment in the preceding five salary evaluations ordered in accordance with the Amalgamated Ranked List (ARL) as specified in *Article 77.17.3*.
- (b) Members holding Regular Academic Appointments on the date of Declaration of Financial Exigency, who have received no Merit Increments in the preceding five salary evaluations, ordered by decreasing years and months of service to the University as a regular Faculty Member.

- (c) Members who are on Limited Term Appointments ordered by decreasing years and months of service to the University.

#### **77.17.2 Libraries Member Retention List**

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

- (a) Librarians holding confirmed or probationary regular appointments who, on the date of the declaration of financial exigency, have received at least one Merit Increment in the preceding five salary evaluations ordered in accordance with the Amalgamated Ranked List (ARL) as specified in *Article 77.17.3*.
- (b) Librarians holding confirmed or probationary regular appointments who on the date of the declaration of financial exigency, have received no Merit Increments in the preceding five salary evaluations ordered by decreasing years and months of service to the University as a Librarian.
- (c) Librarians who are on Limited Term Appointments ordered by decreasing years and months of service to the University.

**77.17.3** Within each of the categories identified in *Articles 77.17.1(a)* and *77.17.2(a)*, two lists will be created (List A and List B) which will be combined into one Amalgamated Ranked List using the following procedure:

##### **(a) List A (Average Merit Increments)**

The Members will be listed on List A by descending order of their average Merit Increments determined in the following manner:

- i) Except as provided in *Article 77.17.3(b)*, add the total number of salary Merit Increments awarded to each Member divided by the number of salary evaluations over which those Merit Increments are accumulated where the number of salary evaluations to be included is the smallest of:

- the preceding 10 salary evaluations;

- all salary evaluations since and including the evaluation for increments effective July 1, 2000 for Faculty Members and July 1, 2002 for Librarians;

- the number of salary evaluations for the Member since his or her first appointment at the University.

- ii) Breaking Ties

Members with the same Merit Increment average will be ordered by decreasing years and months of service to the University in their respective appointment categories. If ties still remain, those Members shall be rank-ordered by a drawing of names conducted by the University Secretary in the presence of the President of the University and the President of the Association or their delegates.

##### **(b) List A Ranking for Members who have been on Maternity or Parental Leave, Adoption Leave, Sick or Special Leave, or on Long Term Disability**

- (i) Any Member who has been on Sick Leave, Special Leave, Maternity, Parental, or Adoption Leave, or Long Term Disability during the Merit Evaluation Period as defined in *Article 77.17.3 (a) (i)* for a period of Fifteen continuous weeks or more shall be entitled to exclude from the calculation in *77.17.3 (a) (i)* any salary evaluation for the year or years in which the period (s) of leave or long term disability occurred.

- (ii) Where any Member excludes one or more evaluations in accordance with *Article 77.17.3 (b) (i)*, the Member's Merit Increment average will be determined by adding the total number of Merit Increments awarded for evaluations not excluded by the Member and dividing by the number of salary evaluations still remaining in consideration.

##### **(c) List B (Seniority)**

- i) The Members will be listed on List B by descending order of years and months of service to the University excluding any periods of Leave Without Salary.



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

**(d) Amalgamated Ranked Lists**

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

- i) Names will be taken alternately from Lists A and B in top-down order.
- ii) The first name added to the ARL will be the top name on List A.
- iii) Once a name is placed on the ARL, it shall be crossed off the other list.
- iv) The process described in (i) through (iii) continues until all Members in the category have been listed on the ARL.

**77.17.4 Selection of Members for Lay-Off**

(a) The total base budget reduction across the University required to address a Financial Exigency to be met by the lay-off of Members shall be expressed as a percentage of the total University base salary budget of Members. The lay-off base-budget reduction required of each Faculty and the University Libraries shall be that same percentage of each unit's total base salary budget of Members.

(b) Members will be selected for lay-off from the MRL of each Faculty and the University Library (under *Articles 77.17.1* and *77.17.2*), starting from the bottom until the unit's lay-off base-budget reduction is achieved.

(c) If the full salary of the last Member selected for lay-off is not required to meet the unit's lay-off base-budget reduction, that Member will be offered a reduced appointment that reflects the amount of the Member's salary that is not required to meet the unit's lay-off base-budget reduction.

**77.18 Alternative Positions**

(a) After the selection of the Members who are to be laid off, but prior to the implementation of such lay-offs, the University will bring alternative positions elsewhere in the University to the attention of such Members.

(b) With regard to alternative academic appointments in another unit to which this Agreement applies:

- i) *Article 71* applies to a proposed transfer to another academic unit;
- ii) the consent of the academic unit to which the Member is being transferred shall not be unreasonably withheld; and
- iii) a Faculty Member whose transfer to another academic unit is approved under *Article 71* retains:
  - 1) recall rights to her or his former position in accordance with *Articles 77.20, 77.21* and *77.22*; and
  - 2) her or his accrued years of service eligibility for Study Leave.

(c) With regard to alternative positions that are governed by a collective agreement:

- i) the competition for such positions shall be governed by the terms of such collective agreement; and
- ii) if a Member is the successful candidate for such a position:
  - 1) the salary and benefits for the position will be governed by such collective agreement;
  - 2) the Member retains recall rights to her or his former position in accordance with *Articles 77.20, 77.21* and *77.22*;
  - 3) If a Member is recalled to her or his former position, years of service eligibility for Study Leave that accrued prior to lay-off are retained.

(d) Where a Member has the required academic credentials and other qualifications for an alternative position and the position is offered to the Member and she or he accepts the position conditional upon upgrading her or

his skills, the Member shall be given an opportunity to upgrade her or his skills by enrolling in courses or programs specified and offered by the University without payment of fees or tuition.

(e) During the recall period stated in *Article 77.20*, a Member on lay-off who is admitted to a University degree or diploma program upon satisfying the admission standards of the program, may enroll in a maximum of 30 units of courses at the University, where enrolment space is available, upon payment of half of the normal tuition or fees.

## **77.19 Lay-off Notice**

### **(a) Limited Term Appointments**

For each Member holding a Limited Term Faculty or a Librarian appointment who is selected for lay-off, the University shall provide the lesser of:

- i) six months written notice of the date of lay-off, or
- ii) six months salary in lieu of notice, or
- iii) notice that the University will honour all contractual obligations to the Member; however, no subsequent reappointment will be offered.

### **(b) Senior Instructors, Artists-in-Residence, Tenure-Track, Tenured and Probationary or Confirmed Librarians**

For each Member holding an appointment as a Senior Instructor (whether continuing or not) or Artist-in-Residence, an appointment with tenure or with eligibility for tenure, or a Probationary or confirmed Librarian appointment who is selected for lay-off, the University shall, at the discretion of the University provide either:

- i) one month's notice of lay-off for each year of service in the University in any of these appointment classifications, which shall be not less than 6 months notice to a maximum of 24 months notice, or
- ii) one month's salary in lieu of notice for each year of service in the University in any of these appointment classifications, which shall be not less than 6 months salary to a maximum of 24 months of salary.

(c) Under this Article, all payments in lieu of salary shall be based on the individual's annual salary at the date of lay-off.

## **77.20 Recall Rights**

(a) Members who are laid off, or who accept a transfer to a position outside of their academic unit shall have, for a period of two years from the date of lay-off, a right of recall with regard to any academic appointment position in their former academic unit where the incumbent is represented by the Association and for which the laid-off Member is qualified, unless the University can substantiate that the position is so specialized that it cannot be filled by a laid-off Member.

(b) Where Members are to be recalled to a Faculty or the University Libraries, they shall be recalled in the reverse order in which they were laid off. The University shall send the first notice of recall to the last Member laid off from that Faculty or the University Libraries (as the case may be) according to the MRL. If such Member does not exercise her or his right of recall in accordance with this Article, the University shall send a notice of recall to the next Member on the MRL and so on until all Members on lay-off from the Faculty or the University Libraries (as the case may be) have been sent a notice of recall.

(c) The University shall send a notice of recall to the Member's last known address by registered mail. It shall be the Member's obligation to keep the University informed of his/her current address.

(d) In addition, each Member who is laid off shall have a right of first refusal for any Faculty Member or Librarian position covered by this Agreement and for which he or she is qualified that will be filled during the recall period.

(e) After all recall rights have been exhausted, a Member who has voluntarily accepted a reduced appointment during the state of financial exigency may request that her or his appointment be restored to a full appointment.

### **77.21 Acceptance of Recall Offer**

Individuals who are recalled pursuant to *Article 77.20* have 30 days from the date of mailing of the notice of recall in which to accept such recall offer, and a reasonable period, not to exceed six months, to terminate alternative employment and take up the offered post. Failure to accept recall is deemed to be a resignation. Members on lay-off who are subsequently recalled shall repay any portion of the allowance pursuant to *Article 77.19* that exceeds the salary they would have received, had they continued to occupy their normal positions in the University.

### **77.22 Retention of Recall Right to Original Academic Unit**

Each Member who is recalled to a position that is not within his/her original academic unit retains a full right of recall for the period specified in *Article 77.20* for any opening in his/her original academic unit.

### **77.23 Access to University Facilities and Resources during Lay-off**

In a state of financial exigency, University buildings may be closed or assigned to other functions and normal services may be reduced or eliminated. Subject to the conditions of this Article and within the limitations existing during a state of financial exigency, Members who are laid off will be permitted reasonable access to University facilities, including office and laboratory space, as and when available, and reasonable access to library and computer services, for the purpose of maintaining their scholarly activities until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. For Library resources and University wide computer network access ("Netlink ID" or equivalent facilities), cards and user ID's shall continue to function insofar as is reasonably possible. Permission to use other University facilities under this Article requires a proposal by the Member that describes the proposed use of University facilities. Approval of a proposal is contingent upon *Workers Compensation Act* and insurance coverage for the proposed use of University facilities. With regard to the use of University facilities, such as laboratory space, which would not be open to members of the public, a waiver may be required from the Member that releases the University from liability with regard to any injuries that may be sustained by the Member during her or his use of such University facilities.

During the recall period, the University will provide reasonable assistance to laid-off Members by permitting them to enroll in courses or programs offered by the University without payment of fees or tuition, for the purpose of upgrading their skills in order to assume the responsibilities of an alternative position that has been offered to a Member and for which he or she already has the required academic credentials or other qualifications.

### **77.24 Benefits During Recall Period**

While a Member is on lay-off under the provisions of this Article, the University will not contribute towards payment of benefit premiums but will facilitate continuance of any coverage to the extent that it may be available and if desired by the Member who will pay all the applicable premiums.

### **77.25 Cost of Financial Commission**

The cost of the Financial Commission established under this Article shall be borne by the University.

### **77.26 Appointment of Special Arbitrator**

If the Financial Commission verifies that a state of financial exigency exists, the Parties agree to appoint a special arbitrator with the power to resolve, on an expedited basis, any disputes that may arise under the lay-off provisions of this Article.

## **78.0 BENEFITS**

78.1 The University provides Members with the following benefits programs:

- (a) Medical Services Plan;
- (b) Extended Health Benefits;
- (c) Dental Plan;
- (d) Pension Plan;
- (e) Group Life Insurance Plans;
- (f) Long Term Disability Plan; and

(g) Travel Accident Insurance.

78.2 During a period of approved Leave Without Salary or Special Leave without pay a Member may continue any or all of her or his University personnel benefits by assuming the total cost thereof, including the University's contributions. Contributions may be paid in advance or on the normal monthly basis. The share of the costs normally borne by the University may be paid either directly by the Member or by another employer, if the Member has obtained the agreement of another employer in a form satisfactory to the University.

78.3 Any change to the provisions of a particular benefit listed in *Article 78.1* (excluding the jointly trustee Pension Plan) or change to the level of benefit provided shall not be made without approval of both the University and the Faculty Association.

78.4 Long Term Disability coverage and Long Term Disability benefits will cease at the Member's Normal Retirement Date. Basic Life Insurance will be reduced to one times annual salary at the Member's Normal Retirement Date.

78.5 Pension contributions from both the Member and the University will cease at the age set by statute and the Member must begin to draw his or her pension, in accordance with the statutory rules, at that age.

## **79.0 LEGAL REPRESENTATION AND INDEMNITY**

### **79.1 University Policy**

(a) The University agrees to indemnify Members against legal actions brought by third parties in accordance with Appendix "H" attached (Defence, Indemnity and Liability Insurance).

(b) The University agrees to consult the Association in advance of any changes to Appendix "H".

### **79.2 Indemnity**

To clarify the agreement of the University to indemnify Members, the following provisions apply:

79.2.1 The University agrees to indemnify Members with regard to a judgment or settlement in a legal proceeding in which the Member is named as a defendant or respondent where:

(a) the Member was authorized to act on behalf of the University with regard to the subject matter of the proceedings;

(b) the subject matter of the proceeding relates to performance in good faith of the Member's duties and responsibilities within the scope of the Member's employment with the University; or

(c) the proceeding is under a federal or provincial statute where the Member may be liable for a monetary administrative penalty or award with regard to the performance in good faith of the Member's normal duties and responsibilities within the scope of the Member's employment with the University. The agreement to indemnify under this sub-Article prevails notwithstanding that the form of the proceeding may take the form of a prosecution that would otherwise be excluded from indemnification under *Article 79.2.2(f)*.

79.2.2 The University's agreement to indemnify Members does not extend to or include:

(a) intentional or willful damage to property caused by a Member;

(b) intentional or willful injury to persons caused by a Member;

(c) acts of fraud or dishonesty by the Member;

(d) harassment or sexual harassment by the Member;

(e) discrimination on a ground that is prohibited under the *British Columbia Human Rights Act*; or

(f) conduct by the Member that constitutes an offence under the laws of Canada or British Columbia.

79.2.3 Before any obligation by the University to indemnify a Member arises:

(a) the Member must give notice of the claim to the University immediately after the University receives notice of the claim;

(b) the University must be given the opportunity to assume carriage of the defence of the claim; and

(c) in the case of an out of court settlement of the claim, the University must approve the settlement.

## **80.0 TERM OF AGREEMENT AND RENEWAL**

### **80.1 Length of Agreement**

Except as otherwise stipulated in individual Articles of this Agreement, the Salary Settlement (Appendix “A”) or by a Letter of Understanding signed by the Parties, this Agreement comes into force and effect following approval by the Board of Governors and the Association, and continues in force until June 30, 2012.

### **80.2 Renewal of Agreement**

80.2.1 By not later than January 31, 2012,,the Parties may agree to renew this Agreement without amendments for a specified period.

80.2.2 If either Party wishes to commence negotiations for an amended Agreement, that Party shall, by not later than February 1, 2012, give notice to the other Party. In such case, negotiations shall begin not later than February 15, 2012.

80.2.3 If negotiations toward an amended Agreement extend beyond June 30, 2012, this Agreement shall continue in force during negotiations.

80.2.4 If the Parties are unable to reach agreement by August 31, 2012, then, unless the Parties agree to extend the time for negotiations, the Parties shall engage the services of a mediator who shall be jointly selected by the Parties. Mediation shall proceed in accordance with the following steps:

(a) The Parties shall provide the mediator with a joint statement of matters that have not been agreed upon during negotiations.

(b) Where the negotiators for the Parties, with the assistance of the mediator, are unable to resolve their differences within 20 working days after the first meeting with the mediator, they shall request the mediator to recommend terms of settlement to be presented to the respective negotiating teams for their consideration.

(c) Within five working days after receiving the mediator’s recommended terms of settlement, the negotiating teams shall inform the mediator confidentially of their acceptance or rejection of the mediator’s recommended terms of settlement.

(d) If both negotiating teams accept the mediator’s recommended terms of settlement, the mediator shall advise them accordingly and they shall present the recommended terms of settlement to their principals with a unanimous recommendation for acceptance.

(e) If either or both of the negotiating teams reject the mediator’s recommended terms of settlement, the Parties agree to meet with the mediator on at least one more occasion for the purpose of seeking a resolution of their differences before terminating the mediation.

80.2.5 If the Parties are unable to reach agreement on an amended Agreement after mediation under *Article 80.2.4*, the Parties may then agree to submit any unresolved issue, which has been specified in the joint statement submitted to the mediator under *Article 80.2.4(a)*, to an arbitrator jointly selected by the Parties.

80.2.6 If, after mediation, there remain:

(a) matters that are not resolved by mediation, or

(b) proposed revisions to existing Articles that either party declines to submit to arbitration,

then the Framework Agreement is deemed to have been renewed for a further period of two years subject to any amendments that have been agreed between the Parties.

80.2.7 If no action is taken by the Parties under either *Article 80.2.1* or *80.2.2*, this Agreement is deemed to have been renewed by mutual agreement and all dates in this Article referring to the negotiation of this Agreement shall be extended by two years.

SIGNED for the University after approval  
by the Board of Governors this \_\_\_\_\_  
day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
President of the University

\_\_\_\_\_  
Vice-President Academic and Provost

Initialled as to form and content  
subject to formal approval of the  
Agreement by University Board of  
Governors

\_\_\_\_\_  
Prof. Mary Anne Waldron  
Chief Negotiator for the University

\_\_\_\_\_  
Prof. Sarah Blackstone  
Negotiator for the University

\_\_\_\_\_  
Prof. Claire Cupples  
Negotiator for the University

\_\_\_\_\_  
Dr. Andrew Ripplin  
Negotiator for the University

\_\_\_\_\_  
Mr. Peter Sanderson  
Negotiator for the University

\_\_\_\_\_  
Ms. Marnie Swanson  
Negotiator for the University

SIGNED for the Association after ratification  
by the Membership of the Association this  
\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
President of the Association

Initialled as to form and content  
subject to ratification by the Membership of  
the Association

\_\_\_\_\_  
Dr. Douglas Baer  
Chief Negotiator for the Association

\_\_\_\_\_  
Ms. Carol Gordon  
Negotiator for the Association

\_\_\_\_\_  
Dr. Gary MacGillivray  
Negotiator for the Association

\_\_\_\_\_  
Dr. Leslie Francis Pelton  
Negotiator for the Association

\_\_\_\_\_  
Ms. Rosa Stewart  
Negotiator for the Association

\_\_\_\_\_  
Dr. Katherine Teghtsoonian  
Negotiator for the Association

**2010-2012 SALARY and BENEFITS SETTLEMENT**  
**APPENDIX “A” to the 2008-2012 Framework Agreement**

THIS SETTLEMENT is made

**Between**

The University of Victoria  
(hereinafter called the “**University**”)

**And**

The University of Victoria Faculty Association  
(hereinafter called the “**Association**”)

Dated for reference this **21st day of September, 2010**

The University and the Association (hereinafter called the “Parties”) agree as follows:

**1.0 Definition of Terms**

“**Big Salary Base**” means the total salary and benefits of regular Faculty Members and Librarians, including Limited Term Librarians, on June 30<sup>th</sup> of each year plus a nominal salary and benefit cost of vacant regular Faculty Member and Librarian positions, with a vacant position defined as one reasonably expected to be filled by June 30<sup>th</sup> of the subsequent year.

**Excluded from the Big Salary Base** are employees on disability leave for more than two years, limited term appointments for Faculty Members for a term of one year or less, stipends of Chairs, salaries of Deans, Associate Deans, and Associate University Librarians, and the Executive. Limited term appointments for Faculty Members for a term of more than one year are included in the vacant positions number.

**Note:** For the purposes of the 2010-2012 Salary and Benefits Settlement, the amount of the Big Salary Base was not calculated, but the Big Salary Base is normally calculated for any Settlement.

“**Faculty Member**” means a person holding a regular faculty member appointment at the University as a Lecturer, Senior Instructor, Teaching Professor, Assistant Professor, Associate Professor, Professor, an Academic Administrator, an Artist-in-Residence or a limited term appointment for a term greater than one year. In accordance with Article 74.1.2 of the

Framework Agreement, Faculty Members holding limited term appointments are eligible for any basic adjustment and for CPI, but not for MI.

**“Librarian”** means a person holding a Regular Librarian Appointment (probationary or confirmed) or Limited Term appointment as a Librarian and includes an Archivist. In accordance with Article 74.1.2 of the Framework Agreement, Librarians holding limited term appointments are eligible for any basic adjustment and for CPI, but not for MI.

**“Members”** includes Faculty Members and Librarians.

**“Salary Policy”** means Article 74 of the Framework Agreement.

**“Settlement”** means this Settlement.

**Note:**

Article references in this Settlement are to the 2008-2012 Framework Agreement.

Previous Salary Settlements are found in the following links:

[Appendix A1 \(2002-2004\)](#)

[Appendix A2 \(2004-2006\)](#)

[Appendix A3 \(2006-2010\)](#)

## **2.0 Term of Settlement**

The term of this Settlement is for a period of two years from July 1, 2010 to June 30, 2012.

## **3.0 Salary Adjustments**

### **3.1 Economic Adjustment**

On July 1, 2010 and on July 1, 2011 the pool of funds generated through modification of the language in the 2008-2012 Framework Agreement will be distributed amongst Members as agreed to between the Parties.

### **3.2 Productivity Bonus**



The Parties recognize that salaries of Faculty Members and Librarians currently contain an amount of \$672,254 that was paid as a one-time productivity bonus in 2005. This amount will be continued in Members' salaries.

### 3.3 Career Progress and Merit Increments

3.3.1 The current system of Career Progress and Merit Increments is continued as specified below. The dollar amounts of the CPI and MI for Faculty Members and Librarians will be:

	CPI	MI	Average Total	% of Average Salary *
Faculty Member	\$800	\$695	\$2190	2.13
Librarian	\$620	\$576	\$1772	2.26

\*Note: The percentages listed above are stated for illustrative purposes only. The amounts (2.13% and 2.26%) are based on the average salary of Faculty Members and the average salary of Librarians as calculated by the University as of March 2010.

3.3.2 The total number of Merit Increments will remain fixed at two per Member.

3.3.3 MIs must be distributed among Members to achieve the following requirements:

- The number of Members receiving two MIs shall not exceed 1/3 the number of Members in the unit rounded to the closest whole number.
- The number of Members receiving two MIs shall be greater than or equal to the number receiving one MI.

This distribution is at the level of the Faculty or Libraries. Deans will retain sufficient flexibility to allow some individual departments or schools to deviate from this distribution where such distribution can be justified.

### 3.4 Salary Floors

3.4.1 Effective **July 1, 2011** the salary floors will be:

Lecturer	\$65,000
Senior Instructor	\$65,000
Teaching Professor	\$79,000

Artist-in-Residence	\$67,000
Assistant Professor	\$68,000
Associate Professor	\$79,000
Professor	\$94,000
Librarian I	\$55,000
Librarian II	\$57,000
Librarian III	\$66,000
Librarian IV	\$72,000

### **3.4.2 Method of Floor Adjustment**

Salary adjustments resulting from this Settlement and any CPI will be added to a Member's salary before determining whether any further adjustment is needed to move the Member to the floor of the rank. Any applicable MIs will then be added to the Member's salary.

## **4.0 Benefits**

### **4.1 Dental Plan Surplus**

Effective July 1, 2010 a one-time lump sum Dental Plan premium rebate of \$200 per FTE will be made to each Member.

## **5.0 Provisions Continued from Prior Salary Settlement**

**5.1** The Parties have made no changes to the following matters, which therefore continue unchanged from the previous Salary Settlement:

(a) The provision and amount of the Salaries Anomalies and Special Adjustments fund; and

(b) The substitution of the calculation figure of \$45,740 replacing the Assistant Professor salary floor in the formula that is used to calculate Study Leave salaries.

## **6.0 Consequential Amendments to the 2008-2012 Framework Agreement**

**6.1** Effective July 1, 2010, the following words will be added to Articles 10.1.3, 11.5.1, 16.1 and 18.3.1 of the Framework Agreement:

*The workload assignment and study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching.*

**6.2** Article 7.1.1 of the Framework Agreement will be amended to read:

*The Salary Settlement in effect from July 1, 2010 to June 30, 2012 is appended to this Agreement as Appendix A and forms part of this Agreement. Previous Salary Settlements, commencing with the Salary Settlement for the period July 1, 2002 to June 30, 2004 are also appended as Appendices sequentially number A1, A2 and A3, with A1 representing the July 1, 2002 Salary Settlement.*

**7.0 Continuation Provisions**

**7.1** Any provisions of this Settlement that have the effect of amending or modifying the Salary Policy will continue in effect until the Parties have negotiated and ratified a new Salary Policy or have negotiated and ratified a new Salary Settlement containing modifications or have otherwise agreed in writing.

**7.2** In the event of a conflict between this Settlement and the Salary Policy, the Settlement will govern.

This Settlement has been ratified by the Executive Committee of the Board of Governors of the University of Victoria and by a majority vote of the members of the Faculty Association.

In witness whereof, the undersigned, being the duly authorized agents of the University of Victoria and of the Faculty Association formally agree on behalf of their respective organizations to the terms and conditions contained herein. )

Signed for the University of Victoria  
25<sup>th</sup> day of October 2010

Signed for the Faculty Association  
25<sup>th</sup> day of October 2010

Kim Hart Wensley  
Chief Negotiator  
University of Victoria

William Pfaffenberger  
Chief Negotiator  
Faculty Association

**Letters of Agreement – 2010-2012 Salary and Benefits Settlement  
University of Victoria and University of Victoria Faculty Association**

## **Re Librarians**

### *1.1.*

*The University Librarian is currently reviewing librarian assignments. The objective of this review is to streamline the collection development process and where possible, increase the staffing levels to assist librarians with other functions such as reference, scholarly communications, and instruction. One of the goals of the review is to make it easier for librarians to take study leave and scholarly days.*

*Once the review is completed, the University Librarian intends to prepare a draft document which details the proposed changes. Before implementing the changes, she will meet with appropriate library staff and committees including the Faculty Association Librarians' Committee. Input received in these consultations will be duly considered before a plan is finalized. It is expected that the changes will be implemented before the end of December 2010.*

## **Re Pension Plan Re-opener**

*Whereas changes may be required to the University of Victoria Combination Pension Plan (the Plan) in order to ensure its medium and long-term viability.*

*And whereas the parties wish to preserve the possibility of re-opening the 2010-2012 Salary Settlement in light of changes to the Plan, in the event it is in their mutual interest to do so.*

*Therefore it is agreed that if the Plan is to be changed, then after the changes have been determined and in the event those changes are to be implemented prior to midnight on June 30, 2012, the parties agree to meet to consider whether it is in their mutual advantage to re-open the 2010-2012 Salary and Benefits Settlement based on those changes to the Plan.*

*Further, if those changes are to be implemented after June 30, 2012, the parties agree to consider the financial implications of the changes in 2012 negotiations for a new Salary Settlement within the context of the Province's mandate for public sector and public service bargaining at that time.*

*The parties further agree that any proposed amendments to the 2010-2012 Salary and Benefits Settlement resulting from the above meeting, and any related amendments to the 2008-2012 Framework Agreement will comply with the Province's 2010 mandate for public sector and public service collective bargaining, which applies to the University of Victoria, and are subject to approval by the PSEC Secretariat. This renegotiation will not result in the early termination of the 2010-2012 Salary and Benefits Settlement.*

*This Letter of Agreement expires at midnight on June 30, 2012.*

## **Re Compensation Re-opener**

*Whereas the 2010-2012 Salary and Benefits Settlement currently being negotiated between the University of Victoria and the University of Victoria Faculty Association is being negotiated in accordance with the PSEC Mandate established by Government for the current public service and public sector collective bargaining in the province.*

*And whereas the parties wish to ensure that there is an opportunity to re-open the 2010-2012 Salary and Benefits Settlement in the event that Government decides to modify the PSEC Mandate for the period July 1, 2010 to June 30, 2012.*

*Therefore the University of Victoria agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the 2010-2012 Salary and Benefits Settlement arising from the current negotiations, the Faculty Association will have the opportunity to renegotiate with the University of Victoria the total compensation for the balance of the term of the 2010-2012 Salary and Benefits Settlement.*

*This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate and will be subject to approval by the PSEC Secretariat. This renegotiation will not result in the early termination of the 2010-2012 Salary and Benefits Settlement.*

*The Letter of Agreement expires at midnight on June 30, 2012.*

## **Re Assisted Early Retirement Plan Re-opener**

*Whereas during the 2010 Salary and Benefit negotiations, the University of Victoria Faculty Association proposed an Assisted Early Retirement Plan (AERP) for its Members.*

*And whereas the Association proposed that any savings created under the AERP by either non-replacement of Members or replacement of Members at a lower salary for the period of the 2010 - 2012 Salary and Benefits Settlement be used to increase the compensation of Members.*

*And whereas the Administration rejected the Association's proposal stating it had no desire to introduce an Assisted Early Retirement Plan for this purpose.*

*Therefore it is agreed that if, for reasons other than budget deficit management, the University introduces an assisted early retirement plan or an early retirement incentive plan for Faculty Association Members during the period of the 2010-2012 Salary and Benefits Settlement, the parties agree to re-open negotiations on compensation for Faculty Association Members.*

*The parties further agree that any resulting proposed amendments to the 2010-2012 Salary and Benefits Settlement and any related proposed amendments to the Framework Agreement will comply with the province's 2010 mandate for public sector and public service collective bargaining, which applies to UVic, and are subject to approval by the PSEC Secretariat. This renegotiation will not result in the early termination of the 2010-2012 Salary and Benefits Settlement.*

*This Letter of Agreement expires at midnight on June 30, 2012.*

Agreed and signed October 25th, 2010.

Kim Hart Wensley  
Chief Negotiator  
University of Victoria

William Pfaffenberger  
Chief Negotiator  
Faculty Association

**APPENDIX "B"**  
**PROFESSIONAL DEVELOPMENT EXPENSES**  
**REGULAR FACULTY MEMBERS AND LIBRARIANS**  
**(Policy #1445)**

**Purpose**

The functions assigned to the University by the *University Act* include:

- establishing facilities for the pursuit of research in all branches of knowledge; and
- providing instruction in all branches of knowledge.

In order to fulfil these mandates, it is necessary for the University to acquire various types of property and services for use by its regular faculty members and librarians and to enhance the knowledge and skills of its regular faculty members and librarians by attending conferences, workshops, and engaging in professional development activities.

Faculty members and librarians are often the best qualified persons to identify the property and services that will enable the University to fulfil the University's mandate and functions.

When a regular faculty member or librarian recommends that the University acquire property or services, the University, after approving the acquisition, requires the faculty member or librarian to purchase and pay for the property or service and seek reimbursement from the University in accordance with the procedure described in this Policy. Approval will only be given when the instructional and research programs of the University will be the primary beneficiaries of the expenditure.

To obtain the current schedule of Professional Development Expenses for regular faculty and librarians, contact the head of your academic unit.

### **Pre-approval Process**

(a) When a regular faculty member or a librarian holding a continuing appointment recommends the acquisition of property or services, a written request for approval shall be sent:

in the case of a faculty member who is a member of a Department or School, to the Chair or Director, respectively;

in the case of faculty member in a Faculty that is not subdivided into Departments or Schools, to the Dean of the Faculty;

in the case of a librarian, to the University Librarian; and

in any other case, to the appropriate Vice-President of the University.

(b) A request for pre-approval shall contain the following information:

a description of the article, service or membership;

a description of the benefit to the University; and

the estimated cost.

(c) In the case of recommendations to acquire books and periodicals, a request for pre-approval for an unspecified number of books and periodicals in a specified field(s) of research or knowledge.

(d) Each request for pre-approval is evaluated on the basis of whether the expenditure will benefit the University. By way of guidance and without prejudging any particular request for pre-approval, recommendations for the acquisition of the following kinds of property and services are frequently pre-approved provided that the request demonstrates that the primary benefit of the expenditure will fulfil one of the University's functions that are described above:

books, subscriptions to periodicals and journals, reprints, and interlibrary loan charges that will be used in relation to University teaching, research or scholarly activities;

equipment including computers that will be used in University teaching, research or scholarly activities;

computer software programs that will be used in University teaching, research or scholarly activities;

communication and telecommunication expenses that are directly related to University teaching, research or scholarly activities;

memberships in learned societies that will enhance the knowledge and skills of regular faculty members and librarians and thereby benefit the University;

memberships in professional organizations where membership is either required by the University or the membership is required for the purpose of maintaining a professional qualification that is necessary to provide instruction in courses being taught by the person;

expenses incurred with regard to attendance at conferences, workshops, seminars, meetings of learned societies and professional organizations, and other similar functions (including registration fees, travel and accommodation expenses) where attendance will benefit the University by upgrading or enhancing the knowledge and skills of regular faculty members and librarians;

research services that are directly related to current research being conducted at the University;  
safety equipment for use in University teaching, research and scholarly activities; and  
academic regalia for use at the University.

(e) Whenever a faculty member or librarian purchases and pays for property or services in accordance with a pre-approval issued by the University, and a claim for reimbursement is properly submitted to the University, the University will reimburse the faculty member or librarian to the extent provided by this policy.

Requests for pre-approval by faculty members and librarians who are on leave of absence without pay are not eligible for approval.

#### **Reimbursement Claim Procedure**

(a) Where a faculty member or librarian has incurred a pre-approved expense, a claim for reimbursement may be made by submitting the original invoices and/or receipts together with a copy of the pre-approval and:

In the case of equipment and other articles, a record of the following information:

The serial and model number (if any) together with the manufacturer's name or brand name; and

The location of the equipment or articles.

The claim for reimbursement must be sent to the Chair, Director, Dean or Vice-President who pre-approved the expenditure.

Where a claim for reimbursement accords with the pre-approval and the claim for reimbursement complies with this Policy, the Chair, Director, Dean or Vice-President, as the case may be, shall approve the claim for payment.

Any disagreement with regard to the payment of a claim for reimbursement shall be referred:

In the case of a Faculty that is sub-divided into Departments or Schools, to the Dean of the Faculty whose decision is final; and

In all other cases, to the Vice-President Academic and Provost, whose decision is final.

Claims for reimbursement should be submitted in the University's fiscal year (April 1 – March 31) in which the expenditure was incurred. Claims submitted after the closing of accounts for the fiscal year (approximately April 10th) cannot be processed for a period of approximately one month.

Any claims for reimbursement by persons whose employment with the University has terminated by reason of retirement, resignation or otherwise must be made not later than 60 days after the termination of employment

#### **Reimbursement Record**

Subject to provisions of this paragraph, claims for reimbursement during a fiscal year shall not exceed the amount specified for each academic rank and for librarians in a Letter of Understanding between the University and the Faculty Association.

Where a person's employment does not continue throughout a fiscal year, the amount set forth in sub-paragraph (a) shall be proportionately reduced.

The University shall maintain a "Professional Expense Reimbursement Record" that records the maximum amount of claims that are eligible for reimbursement and the claims that have been approved and paid by the University.

Any unused balance at the end of the 1998-99 fiscal year in the Professional Development Expense account of a person holding one of the appointment classifications specified in sub-paragraphs (a) or (b) will be rolled forward and added to the maximum amount of claims that are eligible for reimbursement during the fiscal year ending March 31, 2000.

In subsequent fiscal years, any unused balance in a person's Professional Expense Reimbursement Record at the end of one fiscal year will be rolled forward and added to the maximum amount of claims that are eligible for reimbursement in the following fiscal year.



**Ownership of Articles Purchased under this Procedure**

All property purchased by a faculty member or librarian for which the faculty member or librarian has received reimbursement from the University becomes and remains the property of the University.

Upon retirement, resignation or termination of employment, all such property remains the property of the University. The member may offer to purchase the property from the University at its then fair market value.

**Property Inventory**

Property acquired under this Policy will be recorded in the University's record of assets in a manner consistent with the records kept for other assets acquired by the University.

**PROFESSIONAL DEVELOPMENT EXPENSES  
REGULAR FACULTY MEMBERS AND LIBRARIANS – AMENDMENT**

This is to confirm that the Board of Governors, at a special meeting held on March 28, 2006, approved the addition of \$30 to the current maximum annual reimbursement for all ranks (currently \$1,450) for July 1, 2006, and the addition of \$30 on each of July 1, 2007, July 1, 2008 and July 1, 2009 in accordance with the following schedule of reimbursement:

YEAR	ANNUAL PER AVAILABLE (ALL RANKS)
JULY 1, 2006 – JUNE 30, 2007	\$1,480
JULY 1, 2007 – JUNE 30, 2008	\$1,510
JULY 1, 2008 – JUNE 30, 2009	\$1,540
JULY 1, 2009 – JUNE 30, 2010	\$1,570

**APPENDIX “C”**  
**REDUCED APPOINTMENTS**  
**(Policy #4120)**

**Preamble**

It is recognized that there are occasions where it is beneficial to a Faculty Association Member and to the University to reduce the overall level of a Member's appointment. While the benefits to the individual Member will vary, an immediate benefit to the academic area will be fiscal flexibility in an era of budgetary restraint.

As a matter of history at the University, tenured Faculty Members were not allowed to hold appointments less than 1.0 FTE. That has not been the case for many years, but the Guidelines below were adopted to clarify the possibility of a tenured, part-time appointment for Faculty Members. They applied only to tenured Faculty Members and set out the usual terms on which such reduced appointments might be negotiated. These Guidelines have been amended so that they may also be used for other categories of Faculty Association Members seeking reduced appointments.

A Member wishing a reduction in appointment should apply in writing to her or his Chair (Dean in non-departmentalized Faculties) or to the University Librarian in the case of a Librarian, at least six months prior to the date on which the reduction will take effect.

**Reduced Appointments**

In general, the arrangements will be as follows:

- 1) Appointments may be reduced for a specific period of one to three years or until retirement (with no right of expectation of reinstatement to full-time status).
- 2) Appointments may be reduced to part-time status as noted in (1) but not to less than half-time status (i.e., .5 FTE), through:
  - a) full-time employment for not less than six months, that period to include at least one of the four-month periods September 1-December 31 or January 1-April 30 or (in co-op units) May 1-August 31; or
  - b) reduced employment over a full year.
- 3) Duties and responsibilities, including teaching duties, during the reduced appointment will be agreed to in writing by the Faculty Member (or Librarian), the Chair of the Faculty Member's academic unit, and the Dean (or the University Librarian) who has responsibility for that unit. This written agreement will be attached to the recommendation forwarded by the Dean (or University Librarian) to the Vice-President Academic and Provost.
- 4) Annual salary adjustments will be prorated according to the FTE value of the reduced appointment. For those whose reduced appointments are for a fixed term, a nominal full-time base salary rate will be recorded annually. The annual amount of the professional development allowance will be prorated in the same manner as salary.
- 5) For academic leave, the qualifying periods for Faculty Members on reduced appointments are the same as for full-time Faculty Members. Salary support during the leave will be prorated in accordance with the percentage of full-time service during the qualifying period.
- 6) Salary during sick leave will be based on actual salary at the time of the commencement of sick leave.
- 7) With the exception of University pension, long-term disability insurance and basic life insurance, the Member may maintain full coverage under insured benefit plans during the term of the reduced appointment, provided that the required normal premiums are paid.
- 8) A Member on a reduced appointment which is intended to extend until retirement is no longer eligible to participate in the Combination Pension Plan. However, the Member may continue as a member of the Money Purchase Plan with both the University's and the Member's contributions appropriate to the ongoing FTE value of the reduced appointment. Where a Member reduces her or his appointment for a limited period of time only, and, immediately prior to the reduction, the Member was eligible to belong to the Combination Plan, the Member may remain a member of the Combination Plan with the University's contribution reduced to reflect the reduced FTE and the Member paying the difference to maintain contributions on the full-time FTE; or, alternatively, the Member may

switch to the Money Purchase Plan for the term of the reduced appointment with both the University's and the Member's contribution based on the reduced FTE. This is subject to any applicable *Income Tax Act* restrictions.

9) In the matter of long-term disability insurance, premiums and benefits are based on actual salary paid; in the matter of basic life insurance, contributions and benefits are again based on actual salary paid.

10) The FTE and salary of an appointment that entails reduced employment over a full year on a continuing basis for a tenured Faculty Member will be established in accordance with the following example. Where an appointment is reduced, in effect, to half-time, the FTE of the reduced appointment will be .55 FTE and the salary .55 of the full nominal salary. The University and individual contributions to the pension plan are based on the actual salary, and the Faculty Member can choose to make an additional voluntary contribution (subject to *Income Tax Act* limits) if not otherwise contributing on the reduction in salary. The salary and FTE of an appointment for other categories of Members and other types of reduced appointments will be in accordance with the past practice of their unit and will normally reflect a reduction directly proportionate to the reduced appointment.

## **APPENDIX “D”**

### **POLICY ON INTELLECTUAL PROPERTY (POLICY #1180)**

#### **Application**

This policy applies to intellectual property (IP) created by members of the University in their University-related work and/or using University resources. Members of the University are defined as all:

Faculty Members holding one of the following academic appointments at the University:

a tenured appointment or an appointment with eligibility for tenure as Assistant Professor; Associate Professor; or Professor

Senior Instructor

Limited Term appointment with a term of more than one year

Artist-in-Residence

Lecturer

Adjunct Professors and Honorary Professors

Librarians holding a Regular Librarian appointment (regular or confirmed) or Limited Term appointment as a Librarian and includes an Archivist

Graduate and undergraduate students, and

Post-doctoral fellows and research associate appointees.

This policy also applies to IP created by:

external research contractors, unless there are written contract clauses that stipulate otherwise and that have been approved by the Vice President Research or delegate and an authorized individual representing the contractor; and

persons providing services to the University under a contract for services or a written agreement.

This policy applies to the creator and her/his heirs, successors, and assigns and the University's successors and assigns.

#### **Context**

This policy is written within the context of a vital academic community and its values, which include openness, sharing of ideas, collegiality, curiosity-driven research and academic freedom.

The University recognizes its role in generating benefits for society through disseminating its 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.

Accordingly, the policy is designed to promote 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, the University, and the wider community.

In establishing this policy, consideration has been given to: the current thinking on IP within universities and at the federal level; the historical practices of this University; and the standards and traditions in diverse academic disciplines.

See Appendix A of this policy for definitions of terms used in this policy.

#### **Objectives**

The primary objective of this policy is to facilitate the development, protection, dissemination and commercialization of IP through a supportive framework that is respectful of the culture and balances the interests of the University and of its research and creative community. The policy shall:

express and fulfill the University's obligation of encouraging knowledge transfer for the social and economic benefit of society;

recognize and uphold the principles of scholarly integrity and academic freedom in the commercialization of IP for the protection of the University and its community;

provide a framework for the development of mutually beneficial partnerships, and a supportive climate and incentives for innovation, entrepreneurship and revenue generation in research and creative development;

increase opportunities for funding and leverage that could be used to provide additional independent research and employment opportunities for the University community, especially young faculty and students;

provide for the availability of professional advice from an early stage to the University research and creative community with respect to the development and protection of IP, contractual issues, and the associated rights, obligations, and liabilities;

provide a basis for setting out the sharing of costs and benefits between the University, external partners, and the University's research and creative community, and when such sharing is in dispute, provide an effective dispute resolution mechanism;

ensure that issues of liability relating to the University and its researchers and creators are made clear.

## **Statement of Principles**

### **1.0 Communication and Dissemination**

This article reinforces the University's commitment to academic freedom, particularly with respect to freedom of communication, and deals specifically with the right of University members to publish, communicate and disseminate the results of their creative and research activities.

The University will seek to preserve the rights of the creator to determine the extent and the timing of the communication and publication of the results of creative and research activities when dealing with third party arrangements respecting IP. The University will not enter into arrangements that restrict University members from communicating the results of such activities without the permission of the creator. Further, the University will not compel any creator to engage in commercialization of IP.

### **2.0 Contributions**

IP is frequently the result of collaborative or cooperative activities between or among University members. This article deals with the relations between or among several creators of a single work or property.

The University is committed to the Tri-Council position that authorship of published work includes all those who have materially contributed to, and share responsibility for, the contents of the publication, and only those people, and expects compliance with this policy statement by members of this University.

Standards for the discipline, where they exist, should be applied when determining proportionate contributions to a scholarly or creative work. In the event of commercialization, all intellectual contributors to the work should be entitled to share in the proceeds in proportion to their contributions, unless the entitlement to share within the framework of this policy has been willingly waived through informed consent or previously agreed to through a written arrangement.

University members should consult with the Office of the Vice President Research to ensure that rights to IP arising from the collaboration are clearly understood.

In cases where the University and the researchers or creators form a partnership for purposes of commercialization, the IP rights will be covered by contractual arrangement. Any assignment, waiver, or modification of rights in favor of the University or the Innovation and Development Corporation (IDC) requires informed consent.

Student theses, projects, graduating papers and artistic productions are special cases of scholarly work. Students are the primary authors of their creations, but the work is carried out under the supervision of faculty members. Publications or works coming from student research or creative activity must acknowledge appropriately all contributors to the work. The appropriate Dean and the departmental Chair, in consultation with the Dean of Graduate Studies or the Office of the Vice President Research (OVPR), is responsible for ensuring that there is a process to address the students' interest with respect to: the protection of their IP; the freedom to publish results in

open literature; and the discussion of the research or creation in internal venues. Students should not be involved in research or creative activities that conflict with, or jeopardize, their progress toward meeting their degree requirements.

### **3.0 Ownership**

It is recognized that University research and creative activity may produce artistic creations suitable for copyright, research for the public good, and inventions that may have commercial applications and be patentable. Accordingly, the University is committed to balancing any ownership rights it may obtain under the University Act with the desirability of providing incentives to creators for the commercialization of their innovations, creative works, and inventions.

The creator owns the IP, unless:

- 3.1 The regulations of the sponsor of grant or contract research require different IP ownership provisions.
- 3.2 The University and University member have entered into a written agreement to share ownership of the IP.
- 3.3 The IP comprises course materials that are being commercialized; in which case, the University and the creator will have 50:50 ownership.
- 3.4 The IP is the result of a written agreement with a University member or a contract for services; in which case, the University shall retain ownership rights and control of the IP. This clause shall not apply to any undergraduate or graduate student where the work is part of their progress toward meeting their degree requirements.

In the event of the death of the creator, the IP owned by the creator is treated in the same way as any other personal property owned by the creator.

### **4.0 Disclosure**

In its promotion and support of research and scholarship, the University seeks to provide a stimulating environment for its research and creative community and to share with society at large the benefits of new knowledge or works. An effective method of IP disclosure makes it possible for the University to provide expert advice and support services at an early stage, to lobby for funding and show accountability, to respond to inquiries from third parties interested in collaborative research, and to report to government as required.

All persons covered by this policy are required to disclose their IP.

For scholarly publications and much of the creative activity by faculty, disclosure shall be through the annual updated curriculum vitae.

Where IP is anticipated to be commercially viable, it shall be disclosed by the University member on a confidential basis at as early a stage of development as possible to the University. In this manner, the University shall ensure that it has the first opportunity to offer its services through the OVPR and the IDC as the vehicle for commercialization. In order to protect eligibility for patent, the confidential disclosure of patentable IP should be made within three months after the creation of the IP; confidentiality must be maintained until such protection is secured.

In addition, University members shall disclose at the earliest opportunity any requests from third parties for commercial development of course materials. The terms and conditions for the development of such commercialization shall be determined by the Vice President Academic in accordance with this policy and in consultation with the appropriate officers of the University.

### **5.0 Commercialization**

The University seeks to protect the interests of the University and its members when undertaking the commercialization of IP by applying the following conditions.

#### **5.1 Protection of IP and the Name and Reputation of the University and its Members**

The University seeks to protect its name and reputation and that of its members by entering into commercialization agreements that:

- adhere to ethical principles;

- provide mechanisms for protection of the IP in the event of misuse;
- control the use of the names and trademarks involved by the for-profit partner;
- stipulate means of quality control for the content of the IP;
- provide flexibility in joint ventures to ensure that the University and its members can enter into multiple relationships for its IP without violating prior agreements;
- require legal review to avoid violation of the University's tax exempt status;
- retain the right to produce and publish research that is derived from the ideas and material contained in any joint venture.

When the University is not involved in the commercialization, the University expects the University member to adhere to these principles.

## **5.2 Revenue Sharing**

In meeting its role as a research and educational institution, the University strives to provide incentives for the pursuit of research and creative activities. Revenue sharing is one such incentive. This article sets out the principles governing the sharing of revenues accruing from IP.

The University supports the principle that the revenue accruing from IP should be shared fairly and proportionately between the creator(s) and the University in relation to the contributions of the University and the creators. The contributions of the University may include but are not limited to the following:

- provision of paid release time (over and above any academic leave or professional development leave) for the development of IP;
- provision of remuneration over and above regular salary for the development of IP;
- provision of space, facilities, and equipment for the development of IP over and above normal infrastructure requirements;
- the expansion of the commercial potential of a piece of IP by University or IDC action;
- the ratio of liability assumed by the University, IDC, and the creator;
- the negotiation of any contractual agreements with external research or development partners.

The University's share of net revenues accruing from the commercialization of IP is as follows:

- when the University's technology transfer services (IDC and OVPR) have been utilized for commercialization of the IP, the terms of revenue sharing (for IP other than course materials) shall be negotiated by the Vice President Research or delegate, in consultation with other parties as appropriate, in accordance with the guiding principle of net benefits following the contributions of all parties;

- when the University indicates an interest in commercializing the IP, but the University member chooses to commercialize elsewhere, the University shall normally claim 20% of net revenues that result from the commercialization to reflect the University's infrastructure investment and to ensure a return on investment to support further research and creative activity. This clause shall not apply if the University has indicated in writing that it has no interest in commercializing the IP or the net revenues concerned are less than \$5,000 in a calendar year;

- the University and University member shall receive equal shares of the net revenue resulting from commercialization of course materials (see 3.3).

## **5.3 Use of Revenues Accruing to the University**

All net revenues accruing to the University from the commercialization of IP shall be deposited in a special fund to promote and support the University and its research, creative activity, and future IP development. The Vice Presidents shall make recommendations to the President concerning the use of the fund.

## **5.4 Accounting**



For the purposes of determining net revenue, either the University or the creator may require the other to provide an accounting of all revenues received and expenses incurred with regard to IP covered by this policy.

### **5.5 Documentation**

Where necessary, the University and the University member shall sign and execute any documentation and complete any procedures that are necessary to give effect to the commercialization of IP.

All disputes under this policy are subject to review by a three-person panel, composed of one member to be appointed by the appellant(s), one member to be appointed by the Vice President Research, and a third member (who shall be Chair) to be chosen by the two appointed members. The panel shall follow procedures consonant with natural justice and administrative fairness. It shall conduct a hearing and may require oral and/or written submissions. An advisor may accompany any party to the appeal. Its decision shall be final.

### **Effective Date**

With regard to members of the Faculty Association, the Policy comes into effect on the date when it is approved by both the Faculty Association and the University Board of Governors (the date of whichever approval is later). With regard to other persons, this Policy comes into effect on the date when it is approved by the Board of Governors. It does not supersede any arrangements or agreements made prior to this policy by members of the University.

### **Appendix A - Definitions**

**Creator** - A person who creates the intellectual property.

**Intellectual Property** - The result of intellectual or artistic activity, created by a member of the University in a scholarly, professional or student capacity, that can be owned by a person. Specifically, this includes inventions, publications (with the exception of scholarly publications, regardless of the media used for their communication), educational materials, computer software, works of art, industrial and artistic designs, as well as other intellectual property rights (creations) that can be protected under legislation including patent, copyright or trademark laws, or through a trade secret agreement.

**Informed Consent** - Consent given by an individual who has received the information necessary to allow a considered judgment, who has adequately understood the information, and who has arrived at a decision of consent without having been subjected to coercion, undue influence, inducement, or intimidation.

**Contract for Services** - A contract for services includes a contract between the University and a University member which covers assignments that are extra-to-load.

**University** - University of Victoria.

**Infrastructure** - Specialized research facilities and services of the University, including the University's research laboratories, major capital equipment, and technical facilities and services. Specialized facilities and services do not include the use of offices and office equipment, limited office services, personal computers, the library, or other services commonly available to all University community members.

## **APPENDIX “E”**

### **CONFLICT OF INTEREST IN STUDENT-FACULTY RELATIONSHIPS**

#### **1.0 When Does a Conflict of Interest Exist?**

1.1 A conflict of interest may arise in situations in which there is a reasonable apprehension that a particular 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:

- (a) close family relationships such as those between spouses or spousal equivalents, parents and children, siblings, in-laws, grandparents and grandchildren;
- (b) amorous relationships;
- (c) relationships between persons whose economic interests are closely interrelated.

1.2 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 other person. Such situations include, but are not limited to:

- (a) the decision to admit a student to a program;
- (b) the provision of instruction;
- (c) the evaluation of a student;
- (d) the awarding of prizes, scholarships, financial assistance and other benefits;
- (e) the award of teaching or research assistantships or other remunerative employment, either within the University or using funds administered by the University.

1.3 Even in the absence of a conflict of interest as defined in these guidelines, Members and students should be aware that relationships between teachers and students involve trust and disparities in power, and may give rise to perceptions of bias, unfair advantage, or unfair treatment.

#### **2.0 How are Conflicts to be Dealt With?**

2.1 It is the responsibility of Chairs, Directors and Deans to ensure compliance with this policy.

2.2 It is incumbent upon Members to avoid situations in which a conflict of interest may arise and to deal promptly with any conflict of interest that does arise.

2.3 Where a conflict of interest, as defined above, arises, the Member must notify the relevant Chair, Director or Dean.

2.4 Other persons who apprehend a conflict of interest may also bring the matter to the attention of the appropriate Chair, Director or Dean.

2.5 Where a conflict of interest may arise, one or more of the following methods should be used to avoid or resolve such conflict.

(a) The Member should normally decline or terminate a supervisory, teaching, evaluative or decision-making role in which a conflict of interest arises, unless the Chair, Director or Dean is of the view that this will create undue hardship to the student.

(b) In situations where the conflicts of interest involves teaching, supervision or evaluation and where alternative courses or supervision exist that are reasonable and appropriate to the student's program, the student should utilize those alternatives.

(c) Where no reasonable and appropriate alternative exists, the Chair, Director or Dean shall ensure that a fair and unbiased mechanism of evaluation is put in place. This will normally require that another suitably qualified evaluator review all material submitted for evaluation, review the grades assigned, and report whether those grades are reasonable.

(d) Where third parties are concerned about a perceived conflict of interest, the teacher, Chair, Director or Dean should consider informing them that the conflict has been dealt with pursuant to these principles. Such a step is for the protection of the student, Member and the University.

2.6 Any person concerned about a conflict of interest

(a) may bring the matter to the attention of the appropriate Chair, Director or Dean; and

(b) shall be notified of the outcome.

A failure to act in accordance with these principles may lead to disciplinary action by the University.

**APPENDIX “F”\***  
**LIST OF LIMITED TERM POSITIONS DESIGNATED UNDER ARTICLE 11.5.1**

Director of the Law Centre (Faculty of Law)

Director, Academic and Cultural Support Program (Faculty of Law)

Legal Research and Writing Program Coordinator (Faculty of Law)

Hotel and Restaurant Management Program Coordinator (Business)

Accounting Course Coordinator (Faculty of Business)

Labour Law Course Coordinator (Faculty of Business)

Academic Coordinator – off-campus Graduate Programs (Faculty of Education)

Faculty Coordinator, Restoration of Natural Systems (Environmental Studies & Continuing Education)

Associate Director, Learning and Teaching Centre

\* Transitional only. These appointments are within the Academic Administrator appointment category after October\_\_\_\_, 2008

**APPENDIX “G”  
DEADLINES FOR REAPPOINTMENT, TENURE AND PROMOTION**

**GENERAL**

Departmental ARPT Committees – selection of - by April 30 [21.1]

Faculty Advisory Committee – selection of – by April 30 [32.1]

**Note:** With regard to Members in non-Departmentalized Faculties, read “Dean” wherever Chair appears in this Appendix.

**REAPPOINTMENT AND SENIOR INSTRUCTOR CONTINUING APPOINTMENT**

**Department:**

Deadline	Administration/Committees	Member
April 15	Chair must notify Members who must be considered for reappointment in the next academic year. [22.1]	
September 10		Member must provide updated CV, Teaching Dossier and other documentation to Chair [22.5] This does not apply to Senior Instructor’s third and subsequent reappointments if reappointed twice prior to July 1, 2008 and no continuing appointment is sought [15.2.5 and 15.2.4.2].
10 days prior to ARPT Committee meeting.	Chair of ARPT Committee must provide Member with List of Documents to be considered by ARPT Committee. [25.1]	
Prior to ARPT Committee meeting:		Member may: Request copies of documents from List of Documents; [25.3] File written submission (optional); [25.4] Give notice of oral submission (optional). [25.5]
Within 3 working days of candidate’s request	Chair of ARPT Committee must provide copies of documents requested by Candidate. [25.3]	
	ARPT Committee may invite candidate to meet with Committee. [25.6]	
October 15	Chair of ARPT Committee: Deadline for sending Departmental Recommendation to: Member; and Dean [29]	

**Faculty Advisory Committee:**

Deadline	Administration/Committees	Member
		Member may: file written submission (optional); [32.4.9] give notice of oral submission (optional). [32.4.10]
November 15	Faculty Advisory Committee: Deadline for sending its Recommendation to: Member; and Dean if FAC review is required or for SI continuing appointment [35]	

**Dean:**

Deadline	Administration/Committees	Member
November 23		Deadline for Member to send response to Dean with regard to FAC recommendation. [36]
December 1	Deadline for Dean to send her or his recommendation to: Member; and President [37.2]	
December 15		Deadline for Member to file notice of intent to appeal to URC if Dean's recommendation is negative. [37.3.1]
January 15		Deadline for Member to submit appeal [37.3.3]

**President:**

Deadline	Administration/Committees	Member
January 15	Deadline for President to send her or his recommendation to the Member. [38.2.1] Where Member has appealed Dean's recommendation to the URC, President's recommendation must be sent to Member within 30 days after URC decision. [38.2.2]	
January 31		Deadline for Member to file notice of intent to appeal to URC if President declines to recommend re-appointment or SI continuing appointment. [38.5.1]
March 1		Deadline for Member to submit appeal [38.5.2]

**TENURE AND APPLICATIONS FOR PROMOTION THAT, IF GRANTED, WILL CONFER TENURE**

**Department:**

Deadline	Administration/Committees	Member
April 15	Chair must notify Members who must be considered for tenure in the next academic year. [22.1]	A Member who intends to apply for tenure (or a promotion that will confer tenure) in next academic year must notify Chair in writing. [22.2]
May 15	ARPT Committee must provide Member with a list of Department's nominated referees. [23.3]	Member must provide ARPT Committee with a list of Member's nominated referees. [23.3]
Between May 15 and June 30	Chair provides preliminary opinion. [24.2]	
June 1		Member must select minimum of 2 referees from ARPT Committee's list of nominees and notify Committee Chair. [23.5.1]
After receiving Member's selection of referees from ARPT list and before June 15	ARPT Committee must select minimum of 2 referees from Member's list [23.5.2]	
After referee selection is complete	ARPT Chair writes to selected referees to determine whether they will serve. [23.7]	
August 31	ARPT Chair invites alternate referee if any of originally selected referees declines to serve. [23.7]	
September 10		Member must submit documentation to ARPT Chair including updated C.V. and Teaching Dossier. [22.5]
September 15	ARPT Chair sends material to referees [23.8.2]	
10 days prior to Committee meeting at which Member will be considered:	ARPT Chair must provide Member with List of Documents to be considered by ARPT Committee. [25.1]	
		Member may: request copies of documents from List of Documents; [25.3] file written submission (optional); [25.4] give notice of oral submission (optional). [25.5]
	ARPT Committee may invite candidate to meet with Committee. [25.6]	
November 15	ARPT Committee: Deadline for sending Departmental recommendation to:Member and Dean [29]	

**Faculty Advisory Committee:**

Deadline	Administration/Committees	Member
		Member may: file written submission (optional); [32.4.9] give notice of oral submission (optional). [32.4.10]
December 15	FAC: Deadline for sending recommendation to Member and Dean [35]	

**Dean:**

Deadline	Administration/Committees	Member
January 7		Deadline for Member to send written submission to Dean with regard to FAC's recommendation. [36]
January 15	Deadline for sending Dean's Recommendation to: Member; and President [37.2]	
January 31		Deadline for Member to file notice of intent to appeal to URC if Dean's recommendation is negative. [37.3.1]
March 1		Deadline for Member to submit appeal [37.3.3]

**President:**

Deadline	Administration/Committees	Member
February 15	President's recommendation must sent to the Member. [38.2.1] Where Member has appealed Dean's recommendation to the URC in which case President's recommendation must be sent to Member within 30 days after URC decision. [38.2.2]	
March 1		Deadline for Member to file notice of intent to appeal to URC if President declines to recommend tenure. [38.5.1]
April 1		Deadline for Member to submit appeal [38.5.2]



## PROMOTION

[Note: Deadline for Promotion that will confer tenure (i.e. promotion applications by an untenured Assistant or Associate Professor) adhere to the deadlines for Tenure above.]

### Department:

Deadline	Administration/Committees	Member
April 15		A Faculty Member who intends to apply for promotion in next academic year must notify Chair in writing. [22.2]
May 15	ARPT Committee must provide Member with a list of Department's nominated referees. [23.3]	Member must provide ARPT Committee with a list of Member's nominated referees. [23.3]
Between May 15 and June 30	ARPT Chair provides preliminary opinion [24.2]	
June 1		Member must select a minimum of 2 referee's from ARPT Committee's list of nominees and notify Chair. [23.5.1]
After receiving notice of Member's selection from ARPT Committee list and before June 15	ARPT Committee selects a minimum of 2 referees from Member's list [23.5.2]	
After referee selection is complete	ARPT Chair writes to selected referees to determine whether they will serve.[23.7]	
August 31	ARPT Chair invites alternate referee if any of originally selected referees declines to serve. [23.7]	
September 10		Member must submit documentation to ARPT Chair including updated C.V. and Teaching Dossier. [22.5]
October 10		Member must submit documentation including citations of work agreed to by Member and ARPT Chair for transmission to referees [23.8.1]
October 15	ARPT Chair sends material to referees. [23.8.2]	
10 days prior to Committee meeting at which Member will be considered:	ARPT Chair must provide Member with List of Documents to be considered by ARPT Committee. [25.1]	
		Member: May request copies of documents from List of Documents; [25.3] May file written submission (optional); [25.4] May give notice of oral submission (optional). [25.5]
	ARPT Committee may invite candidate	

	to meet with Committee. [25.6]	
January 15	ARPT Committee: Deadline for sending Departmental recommendation to: Member; and Dean [29]	

**Faculty Advisory Committee:**

Deadline	Administration/Committees	Member
		Member may: File written submission (optional); [32.4.9] Give notice of oral submission (optional). [32.4.10]
March 15	FAC: Deadline for sending recommendation to: Member; and Dean [35]	

**Dean:**

Deadline	Administration/Committees	Member
March 24		Deadline for Member to send written submission to Dean with regard to FAC's recommendation. [36]
April 1	Deadline for sending Dean's Recommendation to: Member; and President [37.2]	
April 15		Deadline for Member to file notice of intent to appeal to URC if Dean's recommendation is negative. [37.3.1]
May 15		Deadline for Member to submit appeal [37.3.3]

**President:**

Deadline	Administration/Committees	Member
June 1	President's recommendation must sent to the Member. [38.2.1] Where Member has appealed Dean's recommendation to the URC in which case President's recommendation must be sent to Member within 30 days after URC decision. [38.2.2]	
June 15		Deadline for Member to file notice of intent to appeal to URC if President declines to recommend promotion. [38.5.1]
July 15		Deadline for Member to submit appeal [38.5.2]

**APPENDIX “H”**  
**DEFENCE, INDEMNITY AND LIABILITY INSURANCE**  
**(Policy #5770)**

1. Faculty and staff members performing their normal responsibilities in good faith and within the scope of their employment or other authorized employment responsibilities will be defended and indemnified by the University against legal actions brought by third parties. Such legal actions may concern bodily injury, personal injury (e.g. libel or slander), damage to the property of others or by error or omission causing financial loss to the third party. Such defence and indemnification will be provided even if there is error or negligence by the faculty or staff member. The University will not defend or indemnify faculty or staff members against legal actions arising from outside professional activities not expressly sanctioned and approved by the University.

2. The University may choose not to defend and/or indemnify a faculty or staff member who has not acted in good faith, such as where she or he has inflicted intentional or willful injury to others or damage to property; committed acts of fraud, dishonesty, criminal activity, harassment, sexual harassment, or discrimination on a ground that is prohibited under the *BC Human Rights Act*.

3. To support the financial cost of defending legal actions and paying settlements, the University maintains on behalf of itself, its officers, employees, volunteers and certain other named insureds, Comprehensive General Liability, Errors and Omissions and other insurance policies. These policies contain certain exclusions requiring the University to carry the risk itself of certain exposures such as contract liability, wrongful dismissal, pollution (other than sudden and accidental), etc. Where the insurer will defend and indemnify, the insurer must be in agreement on the selection of legal counsel, the terms of any settlement and other such issues during the course of proceedings. Similarly, in consideration for such defence and indemnification, the University and/or its insurer shall be permitted by the faculty or staff member to reduce contributions to defense and indemnity settlements by calling on other insurers who have insured the same risk to contribute and/or provide reimbursement from other wrongdoers by way of exercising legal rights to subrogation.

**APPENDIX “I”  
PEER SUPPORT PROGRAM**

**1.0 REFERRAL**

1.1 A Faculty Member who is tenured or is a Senior Instructor who has been reappointed at least once is referred to the Peer Support Program (“Program”) if the Dean of the Faculty (or Head of the Division of Medical Sciences):

- a) Recommends to the Vice-President Academic withholding a CPI for that year from the Faculty Member; or
- b) Where the Framework Agreement requires written justification for a CPI, does not recommend the CPI for that year and provides a written memorandum to the Faculty Member referring the Faculty Member to the Program.

1.2 A Faculty Member who has received a CPI in any year may also request a voluntary referral to the Program and, in that case, the Chair (Dean in a Faculty without Departments) will make the referral.

1.3 When a referral to the Program has been made, the Dean or Chair (in the case of a voluntary referral) will notify the Chair of the Peer Support Committee (PSC) and will state whether or not the referral was voluntary.

1.4 A Faculty Member who is referred to the Program may decline to participate. In that case, a note evidencing his or her refusal will be included in the Official Performance File (OPF) of the Faculty Member. The OPF will also include any statement written by the Faculty Member as to why he or she has declined to participate in the Program. In any future review of the Faculty Members’ OPF, both the refusal to participate and any reasons advanced for that refusal will be considered.

1.5 This Program does not exclude or limit the normal duty of Chairs and Deans to assist and facilitate Faculty Members’ improvement in teaching, research and other contributions or to identify and recommend resources, provide advice or evaluate the performance of Faculty Members.

1.6 If a denial of a CPI which has led to referral to the Program under section 1.1 is reversed upon an appeal, the Faculty Member may continue in the Program as a voluntary referral or may withdraw from the Program.

**2.0 PEER SUPPORT COMMITTEE**

2.1 A Peer Support Committee (PSC) will be formed with a representative elected from and by the Faculty Members represented by the Faculty Association within each Faculty, (except for the Faculty of Graduate Studies) and the Division of Medical Sciences. Faculty Members selected to participate in the PSC must be tenured or, in the case of Senior Instructors, have been reappointed at least twice.

2.2 Each year, the PSC will elect a Chair and a Vice Chair who will oversee the carrying out by the PSC of its duties and responsibilities and will liaise with the Administration and the Faculty Association.

2.3 Representatives will be elected for a term of three years and may be re-elected. Where a representative resigns before the expiration of his or her term, the Faculty (or Division) in which the vacancy arises will elect a new representative and that person will be elected for a new three-year term.

2.4 The PSC will be responsible for:

- a) supervising the operation of the Program and making recommendations to the Administration and the Faculty Association about any procedural problems that arise in the operation of the Program;
- b) providing the Faculty Association and the VPAC an annual report by June 30 of each year describing its activities, in general terms and without disclosing personal information of Faculty Members referred to it;
- c) identifying any resources available to assist Faculty Members in improving their teaching, research or administrative performance;
- d) providing one of its members, to serve, in rotation, as Chair of individual performance support groups to assist Faculty Members referred to the program;
- e) making any decisions regarding conflict of interest or reasonable apprehension of bias referred to it in connection with the Program; and
- f) cooperating with the Learning and Teaching Centre in a teaching support program to be offered in two different terms each year (one of which will normally be in the summer term) for any Faculty Members who wish to register.

### **3.0 OPERATION OF THE PROGRAM**

3.1 Where a Faculty Member is referred to the program, the Chair or Vice Chair of the PSC will assign a representative of the PSC to chair the performance support group for the Faculty Member. In exceptional circumstances, where no suitable member of the PSC is available, the Chair or Vice Chair may, in consultation with the Vice-President Academic and the President of the Faculty Association, designate a Faculty Member from outside the PSC to serve as chair.

3.2 The person assigned to chair the performance support group will meet with the Faculty Member who has been referred, discuss the reasons for the referral and identify in consultation with the Faculty Member two peers who could be of assistance in helping the Faculty Member to improve performance in the area or areas where it is needed. The peers should have demonstrated excellence in the areas to be addressed.

3.3 Members of this performance support group will be at arm's length from the Faculty Member and will not serve if they are in a conflict of interest or if they might reasonably be seen to be biased for or against the Faculty Member. They may be from the Faculty Member's unit, although normally at least two of the three will be from outside the unit. If it is necessary to make a decision as to the existence of a conflict of interest or reasonable apprehension of bias, the decision will be made by the PSC and, in making the decision, it shall give serious weight to the need for confidence between the group and the Faculty Member in accomplishing the purpose of the referral.

3.4 The group formed to support the Faculty Member will normally be established within thirty calendar days of the Dean's salary recommendation. Where the Faculty Member has requested referral, the group will be formed as expeditiously as the work load of the PSC permits.

3.5 The group may meet with the Faculty Member's Chair or Dean, to discuss the issues.

3.6 The group and the Faculty Member will meet and will produce a performance improvement plan and a time frame for implementation. The intent of the plan is to assist the Faculty Member to improve performance to meet or exceed the performance expectations of the unit and the Faculty and, to that end, the group and the Faculty Member should consider a variety of methods and resources, depending upon the individual circumstances of the case. The plan should include provisions for follow up at a reasonable interval.

3.7 The group may recommend some adjustment in distribution of duties and responsibilities for the Faculty Member, provided it is in accordance with the unit's Standard of Duties and Responsibilities, consistent with the Faculty Evaluation Policy and within requirements of the Framework Agreement.

3.8 At the conclusion of the plan, the group will provide the Faculty Member with a progress report. If the plan extends over more than one teaching term, a brief interim report will be produced at the end of each teaching term. Unless the Faculty Member was referred to the program under section, by his or her own request, the progress reports will be included in the Faculty Member's OPF together with any written response to the reports that the Faculty Member wishes to make. Where the Faculty Member requested referral, the Faculty Member may include any progress reports in his or her OPF or may retain them solely for his or her own use.

#### 4.0 GENERAL

4.1 In this document, where the context requires, "Dean" includes the Head of the Division of Medical Sciences and "Chair" of a Department includes "Director" of a School.

4.2 The following reflects a normal timetable for a Faculty Member referred to the Program under section 1.1. For a self-referral under section 1.2. a similar timetable should be followed starting from the date of the self-referral.

April 1	Deans submit salary recommendations to VPAC.  A Faculty Member should be notified by the Dean on that same date if he or she is not likely to receive a CPI, either because the Dean is recommending withholding of the CPI (in which case, the Faculty Member will also have been given the opportunity to discuss the withholding with the Dean) or because the Dean has declined to justify awarding a CPI to the Faculty Member. In this latter case, the notification should be accompanied by a letter of referral to the Program if the Dean decides to make that referral.  The Dean notifies the Chair of the PSC of any referrals.
May 1	The performance support group is formed which requires that by this date: i) The Chair of the PSC has assigned a PSC member to chair the performance support group; ii) That person has met with the Faculty Member and they have identified the other members of the performance support group; iii) Any required decisions of the PSC related to conflicts of interest have been made.
June 1 (July 1 at the latest)	The performance improvement plan would normally be formulated over the next month or two. Note that no date is mandated for this step.
Dec. 31	If the Faculty Member is still participating in the Program by the end of December, the performance support group will provide an interim report; this will occur again at the end of April and at the end of August, for as long as the Faculty Member continues to participate.
End of Faculty Member's Program	When the Faculty Member has completed his or her participation in the improvement plan, the performance support group will submit its final report as soon as is practical.

**APPENDIX “J”**  
**MEMORANDUM OF AGREEMENT RELATING TO ISSUES ARISING FROM THE**  
**ELIMINATION OF MANDATORY RETIREMENT**

**BETWEEN THE PARTIES:**

The University of Victoria

**And**

The University of Victoria Faculty Association

A. The Parties confirm that Mandatory Retirement for Faculty Members and Librarians has been eliminated, effective May 15, 2007. This Memorandum of Agreement is intended to resolve all issues relating to this elimination of Mandatory Retirement.

B. In this Agreement,

“Appointment Year” means the twelve consecutive months from July 1 of any year until June 30 of the next year.

“Members” means all Faculty Members and Librarians represented by the Faculty Association;

“Normal Retirement Date” (NRD) means June 30 following a Member’s 65<sup>th</sup> birthday;

“Retire” (for the purposes of this Agreement) means leaving the employment of the University after becoming eligible to collect pension benefits and without the intention of moving to other professional employment.

The Parties hereby agree:

1. Except as set out in this Agreement, the terms and conditions of employment in the Framework Agreement will continue for Members working past their NRD. Except as set out in this Agreement, benefit plans referred to in the Framework Agreement will continue to cover Members until the age set by statute when the Member must begin to draw his or her pension.
2. A Member wishing to retire from a University appointment will provide 12 months’, and preferably 18 months’ notice with an effective date of June 30 or December 31 of any calendar year. Once such notice is given it can not be withdrawn.
3. Despite the requirements of paragraph 2, any Member who wishes to retire on December 31, 2007 may do so by giving notice prior to December 1, 2007; any Member who wishes to retire on June 30, 2008 or December 31, 2008 may do so by giving notice on or before January 31, 2008.
4. Long Term Disability coverage and Long Term Disability benefits will cease at the Member’s NRD and Basic Life Insurance will be reduced to one times annual salary at the Member’s NRD.
5. Pension contributions from both Members and the University will cease at the age set by statute and the Member must begin to draw his or her pension, in accordance with the statutory rules, at that age.
6. Sick Leave for Members who hold appointments qualifying as Eligible Members under Article 48 of the Framework Agreement and who work past their NRD will be available in accordance with the terms specified in Framework Agreement article 48 (including the limitation that no period of

sick leave may extend for more than six consecutive months) and on the following additional terms:

- a) Paid sick leaves of one week or less will not be tracked;
  - b) Paid sick leaves longer than one week will be tracked and will be limited to a total of six months in any two adjacent Appointment Years. This means that when a Member requires sick leave, the Member's entitlement to paid sick leave in that Appointment Year will be calculated by subtracting from six months the number of months' or part months' tracked sick leave taken in the immediately preceding Appointment Year. Where the Member has been on LTD in the year in which the Member reaches his or her NRD, any period of LTD in that year will be counted as tracked sick leave for the purposes of this calculation.
  - c) Where a Member past his or her NRD has exhausted paid sick leave, the Member may take an unpaid leave for up to two years.
7. A Retirement Phase-in Plan Program is established for a Member wishing to phase-in his or her retirement. The Program is attached as Appendix 1 to this Agreement. The Program is a supplement to, and not a substitution for, the Reduced Appointments Policy (Appendix C of the Framework Agreement), although a Member cannot combine the Policy with the Phase-in Plan Program.
8. Although not included in the Framework Agreement, the following terms are also agreed:
- a) The current half-day seminar on retirement planning already provided for Members will be extended to 8 hours of retirement planning advice. While individual counseling and investment advice are not part of the program, the program will provide Members with advice and information that will allow them to plan for retirement. The program and who will be eligible to attend will be developed in consultation between the University administration and the Faculty Association.
  - b) The Vice-President Academic's office is currently working on a set of administrative guidelines to Deans and Chairs regarding the involvement of retired Members in the University. A letter seeking information about the issues and ideas on this topic from the Faculty Association's perspective will be sent to its President within five working days of the date of signing of this Agreement and the guidelines will be completed by December 31, 2007.
  - c) The Associate Vice-President Human Resources will, by letter to the President of the Faculty Association, dated within five working days of the date of signing of this Agreement, confirm that the Employee and Family Assistance Program benefit coverage will continue for all Members working past NRD.
9. In the negotiations for amendments to the Framework Agreement, scheduled to commence in February, 2008, the Parties will negotiate the issue of performance support for Members in accordance with the following terms:
- a) A joint task force of six persons, with three representatives appointed by the University administration and three representatives appointed by the Faculty Association, will be established within ten working days of signing this Agreement to address performance support related to Articles 14.2 and 73.5.4.3 of the Framework Agreement and will make recommendations to the Parties regarding this issue.
  - b) The task force will attempt to conclude its deliberations prior to the commencement of negotiations on the Framework Agreement, but if it cannot do so, it will continue to discuss this issue at a separate table during the main negotiations and will report its recommendations as soon as it can reasonably do so.



c) If the task force reports prior to the commencement of the Framework Agreement negotiations, the issue of performance support mechanisms for Members will be the first item of business in the Framework Agreement negotiations. If it is unable to report prior to commencement of the Framework Agreement negotiations, then the Parties in the Framework Agreement negotiations will continue to discuss issues of interest to the Parties, but will not finally sign off any agreements until the task force has reported and that report has been fully discussed in good faith by the Parties. When the task force reports, the Parties will consider and discuss its recommendations as soon as possible before resuming its scheduled agenda.

10. The Parties recognize that this Agreement requires amendments to the Framework Agreement to make the Framework Agreement consistent with these provisions. The amendments will be referred to the 2008 Framework Agreement negotiations and the Parties agree that they will amend the Framework Agreement so that it is consistent with this Agreement. In the interim, in the event of any conflict between the Framework Agreement and this Agreement, this Agreement will govern.

11. This Agreement is subject to ratification by the Faculty Association Membership and by the Board of Governors of the University.

SIGNED for the University  
this \_\_\_\_\_ day of November, 2007

SIGNED for the Association  
this \_\_\_\_\_ day of November, 2007

\_\_\_\_\_  
Mary Anne Waldron  
Chief Negotiator for the University

\_\_\_\_\_  
Elizabeth Banister  
Chief Negotiator for the Association

## **APPENDIX 1 (to Appendix "J")**

### **Retirement Phase-in Plan Program**

#### **1 PRELIMINARIES**

- 1.1. The Retirement Phase-in Plan Program includes provision for adjustment of the Member's duties and responsibilities, and reduced FTE appointment for a one, two or three year period at the end of which the Member is irrevocably committed to retire.
- 1.2. The Program will be effective immediately upon ratification of this Agreement and is in the first instance a pilot program until June 30, 2011, which can be extended by mutual agreement of the University and the Faculty Association.
- 1.3. Beginning July 1, 2008, the Parties agree to annually review the participation level and results of the Program.
- 1.4. A Retirement Phase-in Plan must commence on January 1 or July 1.
- 1.5. A Member who participates in a Retirement Phase-In Plan is entitled to all normally available salary increments and negotiated salary increases, pro-rated for FTE and to all other terms and conditions of employment of the Framework Agreement except as set out in this Agreement.

#### **2. ELIGIBILITY, NOTICE AND ALTERATION**

- 2.1. A Member may elect to commence a Retirement Phase-in Plan if that Member has at least 10 years of pensionable service at the University of Victoria and is 55 or older at the time the Plan will commence.
- 2.2. Subject to the transitional provisions set out in Article 4 of this Program, a Member must provide at least 12 months notice, and preferably 18 months notice, in advance of commencing a Retirement Phase-in Plan. A Member on Long Term Disability is not eligible to give a notice of intent.
- 2.3. Once a Member has given notice of intent to commence a Retirement Phase-in Plan, that notice is irrevocable.
- 2.4. Once a Member has given notice of intent to commence, and has specified a Retirement Phase-in Plan, alterations to that Plan will only be considered in exceptional circumstances and must be approved by the Dean or the University Librarian.

**3. BENEFITS DURING A RETIREMENT PHASE-IN PLAN**

3.1. Once a Member has commenced a Retirement Phase-in Plan, the Member and the University will continue to make pension contributions for the Member based on a notional salary which will be equivalent to the Member's salary, as determined at July 1 in each year of the Phase-in Plan, computed as if the Member had continued to work at the Member's regular FTE prior to entering the Phase-in Plan. Pension contributions will terminate on either the irrevocable retirement date or the required pension start date, as set by statute, whichever comes first.

3.2. During a Retirement Phase-in Plan, the Member will continue to receive the level of benefit coverage for Sick Leave, Extended Health, Dental Care, LTD and MSP that the Member would be entitled to if the Member had not entered the Retirement Phase-in Plan except as provided in this section. Salary during Sick Leave and LTD will reflect the FTE of the Member during the period of absence. At the Member's NRD, LTD coverage and benefits cease. Coverage for Basic Life insurance will be the applicable multiplier for the Member's age (pre NRD or post NRD) times the Member's salary at the time of death calculated using the Member's average FTE over the entire period of the Retirement Phase-in Plan.

3.3. For purposes of eligibility for UVic benefit plans, the Member's FTE will be deemed never to fall below .5 FTE.

**4. TRANSITIONAL PROVISIONS FOR MEMBERS OF THE 2007 AND 2008 COHORTS**

4.1. No Retirement Phase-in Plan will take effect prior to January 1, 2008.

4.2. Members who would have normally retired on June 30, 2007 who have notified the University of their intent to continue, and who want to commence a Retirement Phase-in Plan on Jan 1, 2008 may do so provided that the Provost agrees that it is in the interest of the University. Members who would have normally retired on June 30, 2007 who have notified the University of their intent to continue, and who want to commence a Retirement Phase-in Plan on July 1, 2008, must give irrevocable notice by January 31, 2008.

4.3. Members who would normally retire on June 30, 2008 and who want to commence a Retirement Phase-in Plan on July 1, 2008 or January 1, 2009, must give irrevocable notice by January 31, 2008.

**5. RETIREMENT PHASE-IN PLAN OPTIONS**

5.1. At his or her sole discretion, a Member's Retirement Phase-in Plan may specify a reduced FTE appointment for each year of the Plan subject to the following:

- 5.2. The cumulative FTE appointment over a Retirement Phase-in Plan will be at least 1.5 for a three year Plan, 1.0 for a two year Plan, and 0.5 for a one year Plan.
- 5.2.1. A Member will normally be expected to fulfill a reduced FTE appointment by proportionately reduced employment over a full year. However, where the Dean, after consultation with the Chair, or University Librarian agrees that it is in the interests of the unit and the Member, the Dean or University Librarian may approve full-time employment for the number of months per year corresponding to the annual FTE of the Member's Retirement Phase-in Plan. Where approved, this arrangement may be for all or some of the years in the Retirement Phase-in Plan.
- 5.2.2. Normally, the FTE for each year, excluding periods of Study or Administrative Leave, will be set at 1.0, 0.75, 2/3, 0.5, 1/3 or 0.25. Any other FTE allocation requires the approval of the Chair (Dean in the case of a non-departmentalized Faculty) or the University Librarian.
- 5.2.3. The FTE during the period of a Study Leave or Administrative Leave taken during a Retirement Phase-in Plan (see Article 6) shall be the fraction of full-time service during the qualifying period, and will not be based upon any year or years of the Retirement Phase-in Plan.
- 5.2.4. The Member's salary during the Retirement Phase-in Plan shall be prorated each year to the FTE specified in the Plan and, during any period of Study or Administrative Leave, shall be as determined under the Framework Agreement.
- 5.3 The number of course units to be taught by a Faculty Member during a Retirement Phase-in Plan shall be determined as follows:
- 5.3.1 The Prorated Teaching Expectation (PTE) is the Faculty Member's cumulative FTE for the period of the Plan times the number of course units he or she would annually teach at 1.0 FTE which is determined in accordance with the unit's Standard for the Distribution of Duties and Responsibilities of Faculty Members prior to any special arrangements.
- 5.3.2 For a Faculty Member who takes a Study or Administrative Leave during his or her Retirement Phase-in Plan, the PTE is reduced by the number of course units release he or she is entitled to for that Leave in accordance with the provisions of the Framework Agreement.

- 5.3.3 The actual number of course units taught by the Faculty Member during his or her Retirement Phase-in Plan shall meet or exceed the PTE, as determined in 5.3.1 and 5.3.2, less 1.0 unit.
- 5.3.4 Subject to section 5.5 of this Agreement, the scheduling of courses during the Retirement Phase-in Plan is arranged by the Chair (Dean in a non-departmentalized Faculty) subject to agreement of the Faculty Member with the requirement that the Faculty Member must teach at least 1.5 units per year regardless of his or her FTE level that year unless he or she is on Study or Administrative Leave for the entire year.
- 5.4 A Member's Retirement Phase-in Plan may specify an alteration in the balance of the Member's duties and responsibilities as specified below. Approval of such an alteration will be granted unless the proposed Plan would seriously disrupt the operational needs of the unit. Normally, an alteration in the balance of a Member's duties and responsibilities will be fixed for the entire Retirement Phase-in Plan.
- 5.4.1 A Faculty Member's Retirement Phase-in Plan (except for a Senior Instructor or Teaching Professor) may specify reductions in the Member's duties and responsibilities regarding Scholarship and Professional Achievements and Other Contributions, as well as increases in the Member's duties and responsibilities with respect to Teaching, Scholarship and Professional Achievements, or Other Contributions that fall within the Faculty Member's normal responsibilities so as to maintain his or her FTE at the levels specified in the Member's Phase-in Plan. Where the Member elects this option, the Member's annual evaluation in accordance with Framework Agreement Article 73.3.5.1 will be adjusted accordingly, with allowance that the Scholarship and Professional Achievements, or Other Contributions components of the evaluation ratio may be reduced to 0.
- 5.4.2 A Senior Instructor's or Teaching Professor's Retirement Phase-in Plan may specify an alteration in the balance of his or her Teaching and Other Contributions provided Teaching is specified at 50% or higher. Where the Member elects this option, the Member's annual evaluation in accordance with Framework Agreement Article 73.3.5.1 will be adjusted accordingly, with allowance that the Other Contributions component of the evaluation ratio may be reduced to 0.
- 5.4.3 In the event a Faculty Member's Retirement Phase-in Plan specifies an increase in duties and responsibilities with respect to Other Contributions, the Plan shall specify the nature and scope of those increased duties and responsibilities.

5.4.4 A Librarian's Retirement Phase-in Plan may specify an adjustment in the Librarian's duties and responsibilities regarding Professional Performance, Scholarly and Professional Achievement, and University Service. Where the Librarian elects this option, the Librarian's annual evaluation in accordance with Framework Agreement Article 73.3.5.2 will be adjusted accordingly. Approval of a change in balance of duties will be granted unless the proposed Plan would seriously disrupt the operational needs of the unit.

5.5 It is accepted practice for a Member and the unit to make an alteration in the distribution of duties and responsibilities of the Member in cases where the unit has a specific need for the Member to undertake special responsibilities or where the Member holds an appointment or grant that provides for teaching release. This may include an adjustment of the ratio on which a Member is evaluated, as contemplated in Framework Agreement Article 73.3.5. Nothing in Article 5.4 is intended to prohibit such arrangements with Members who are in the midst of a Retirement Phase-in Plan. A Faculty Member may have a year with no teaching during his or her Retirement Phase-in Plan only if he or she is on Study or Administrative Leave for the entire year, or at the request of the Chair (Dean in a non-departmentalized Faculty) when the Faculty Member's FTE is below 0.5.

**6. STUDY AND ADMINISTRATIVE LEAVE**

6.1 Where a Member enters into a Retirement Phase-in Plan, his or her eligibility and terms for Study Leave or Administrative Leave, including the obligation to return, are as provided in the Framework Agreement, article 43 (Tenured or Tenure-Track Faculty Members), article 44 (Librarians), article 53 (Senior Instructors), and article 45 (Administrative Leave) except as follows:

6.1.1. There will be no accrual of service towards Study Leave or Administrative Leave eligibility once a Retirement Phase-in Plan commences. The period of notice to commence a Retirement Phase-in Plan contributes to accrued service.

6.1.2. A Study Leave or Administrative Leave must be approved before commencing a Retirement Phase-in Plan.

November \_\_\_\_\_, 2007

\_\_\_\_\_  
MAW

\_\_\_\_\_  
EB

## LETTERS OF UNDERSTANDING

### **Memorandum of Agreement regarding Salary Anomalies**

The Administration and the Faculty Association agree to the amendment of *Article 73.14*, “Anomalies and Special Adjustments” to include the sentence, “All Members are eligible for salary anomaly adjustments.”

We further agree that in the next Salary Settlement, the minimum amount available for salary anomaly adjustments will be raised by \$1,000, such raise to be charged against the Salary Settlement.

July 30, 2004

          *Bill Pfaffenberger*          

for the Faculty Association

          *Mary Anne Waldron*          

for the Administration

## Committee Relating to Administrative Positions in the Library

The Parties agree to establish a committee of seven members, including the University Librarian; five Librarians, two of whom currently hold supervisory positions in the Libraries (which positions are set out in the attached list), and three of whom hold Librarian positions other than supervisory; and one Faculty Member, to undertake a study regarding Administrative positions in the Libraries and to report to the Vice-President Academic and Provost and to the President of the Association their findings by January 1, 2005.

The five Librarians on the Committee will be elected by the Librarians by majority vote on a secret ballot. The Faculty Member will be appointed jointly by the President of the Association and the Vice-President Academic and Provost. The Faculty Member will Chair the Committee.

The study will examine and report on the following matters:

- (1) The feasibility of administrative personnel in the Libraries being appointed for renewable fixed terms. This will include an examination of the practice of other university libraries, particularly in, but not limited to, Canada.
- (2) Which administrative positions in the Libraries, if any, are suitable for term appointments.
- (3) The terms and conditions, including the consideration of titles, that would be appropriate for any such appointments.
- (4) The appointments procedures for any such appointments. This will include an examination of the question of what is the appropriate University governance body (e.g. Senate) to approve appointments procedures for administrators in the Libraries.
- (5) Other structures or strategies that may be appropriate to facilitate career development opportunities for Librarians in administration.
- (6) Any other ancillary matters that would be needed to implement any recommendations of the Committee, including the process by which any alterations in the supervisory structure of the Libraries would need to be implemented.

The Parties further recognize and agree it to be a fundamental principle of this study that they will not agree to any proposal that would prejudice the contractual rights of a current employee.

Any recommendations of the Committee will be forwarded to the Vice-President Academic and Provost and to the President of the Association for consideration. The Vice-President Academic and Provost will consider any recommendations in good faith and will respond in writing to the Committee, with a copy to the President of the Association, within 60 days of receiving the report. The acceptance of any recommendations by the Vice-President Academic and Provost and the Association Executive constitutes compliance with *Articles 7.3 and 7.4* of the Framework Agreement and any changes to policies or practices of the University that are required to implement the recommendations will then be carried out in accordance with University procedures. Where the effect of the changes requires amendment of the Agreement, a joint memorandum amending the Agreement will be signed by the President of the University and the President of the Association.

July 27, 2004

Mary Anne Waldron

for the Administration

Bill Pfaffenberger

for the Faculty Association



## **Memorandum of Agreement re Workload Issues**

The Administration and the Faculty Association share a concern that Faculty and Librarians report increasingly heavy workloads. The Administration agrees to the Faculty Association's request for statistics relating to class size and course load by Faculty and Department; number of instructors and sessionals by Faculty and Department and number of Librarians; and student FTEs (graduate and undergraduate) for the past ten years, subject to such adjustments as may be necessary, given the availability of data for past years. The Administration will also attempt to provide other relevant information from Institutional Analysis that appears to bear upon this issue. The Administration will supply as much of this information as is reasonably possible by September, 2004.

After review of the data, the Faculty Association and the Administration will discuss at a regular Executive-to-Executive meeting the establishment of a joint committee to discuss and make recommendations on workload issues.

July 30, 2004

Bill Pfaffenberger

for the Faculty Association

Mary Anne Waldron

for the Administration

## **Letters of Agreement Framework Agreement 2008 – 2012**

During negotiations for the revision of the Framework Agreement which concluded in July, 2008, with ratification by the Parties by October \_\_, 2008, the following additional matters were agreed to:

### **1. Article 57 (formerly Article 54) and Senior Instructors**

The Administration and the Association agree to a joint task force of four persons, with two persons from each party and including representatives of the Faculties in which scheduling of Senior Instructor vacation and course preparation time have been identified as issues.

The first item of business for the task force will be to confirm in which Faculties these issues arise.

In Faculties where these are not issues, the task force will establish the date after which the Faculties will be required to provide Senior Instructors with a four week block of time during which the Chair shall not assign the teaching of any course.

The task force will consider the issues posed by programs in which Senior Instructors are required to teach in both the regular terms and during the summer and will identify ways to restructure or adjust the scheduling of the Senior Instructor teaching load in order to provide a four week block of time each year during which the Chair shall not assign the teaching of any course.

The task force will report its findings to the parties by January 15, 2009. The report will include a schedule for the implementation of the recommendations.

### **2. Letter of Understanding: Scholarly Integrity**

The Parties agree to appoint a joint task force to begin work in September, 2008 to review the Policy on Scholarly Integrity and to make recommendations, as it sees fit, for the revision of the Policy. If the Faculty Association requests, the revised Policy will be incorporated as part of the Framework Agreement after approval by the Parties.

The joint task force will be composed of two Faculty Association Members and two representatives of the Administration. It will report by December 1, 2008. The Administration recognizes that changes cannot be made to the Policy without the approval of the Association.

### **3. Transition to Academic Administrator Category for Current Incumbents of Framework Agreement Appendix F positions.**

The parties agree that:

- a) The three incumbents currently appointed without rank shall be appointed at the assistant professor rank, retroactive to the first day of their initial appointment in their Appendix F position;
- b) If the initial appointment salaries of the three currently without-rank incumbents were less than the assistant professor salary floor in effect when they were appointed, their initial appointment salaries will be amended to reflect that assistant professor floor, retroactive to the first day of their initial appointments, and the dollar amount(s) of any increase(s) on their initial appointment salaries will be added to their amended initial salaries;
- c) The salaries of the three currently without-rank incumbents will be increased to the new assistant professor floor retroactive to July 1, 2008, unless any necessary retroactive amendments, or their respective existing letters of appointment provide them with salaries higher than the new assistant professor floor that took effect July 1, 2008; and
- d) Within sixty days of the ratification of the renegotiated Framework Agreement, each Academic Administrator will be provided with a written statement of current performance expectations with regard to attaining reappointment by her or his Line Authority.

#### **4. Preparation of Appeal Guide**

We agree to amend the Preparation of an Appeal Guide to provide for a brief Notice of Intent to Appeal of one page, stating the name of the appellant, the decision maker whose decision is being appealed, the decision appealed from and a short statement of which of the grounds of appeal under Article 40.6 will likely be relied upon as an initiating document referred to in these amendments to the Framework Agreement. We further agree to make any minor consequential changes to the Preparation of an Appeal Guide to give effect to the intent of these amendments.

#### **5. Shared Parental Benefits**

The University acknowledges that it has declined in the context of Framework negotiations held during 2008 to accept the Faculty Association's proposal to change the basis upon which benefits under 46.1.3 [now renumbered 49.1.3] are provided so that, when both parents are Members of the Association, each of them would be entitled to the full Parental Leave benefit without a requirement that they share this benefit. The University accepts full responsibility for this decision.

#### **6. Financial Exigency**

The Parties agree to establish a joint task force of two representatives from each Party to review and make recommendations regarding Article 76 [now renumbered Article 77] of the Framework Agreement (Financial Exigency) including but not limited to revisions to the severance provisions of the Article. The recommendations of the task force, including language changes to the Articles that the task force recommends, will be reported to the Parties.

October 2008

\_\_\_\_\_  
For the Administration

\_\_\_\_\_  
For the Faculty Association

**Editorial and Consequential Amendments to the Framework Agreement, 2008**

<b>Article</b>	<b>Necessary Amendments</b>	<b>Page</b>	<b>Date Approved by JCAA</b>
7.1.1	Change to: "The Salary Settlement in effect from July 1, 2010 to June 30, 2012 is appended to this Agreement as Appendix A and forms part of this Agreement. Previous Salary Settlements, commencing with the Salary Settlement for the period July 1, 2002 to June 30, 2004 are also appended as Appendices sequentially number A1, A2 and A3, with A1 representing the July 1, 2002 Salary Settlement."	18	01-Nov-10
7.6.2	add Associate University Librarians as 7.6.2 (i) and change punctuation	20	25-Mar-09
10.1.3	add: "The workload assignment and study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching."	23	01-Nov-10
11.5.1	add: "The workload assignment and study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching."	26	01-Nov-10
11.7.2 Ranks	two decimals after the 7: <b>11.7..2</b>	27	25-Mar-09
12.7.5	space needed between <b>AACTo</b>	32	25-Mar-09
13.4.2(b)	Article is spelled <b>Article</b>	35	25-Mar-09
13.9.3	add adoption leave	36	25-Mar-09
16.1	add: "The workload assignment and study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching."	42	01-Nov-10
18.3.1	add: "The workload assignment and study leave of a Teaching Professor with tenure are the same as those of a Senior Instructor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching."	47	01-Nov-10
22.5	By September 10... for reappointment, tenure, or <b>promotion conferring tenure (and by October 10, in the case of promotion only)</b> , must submit...	54	25-Mar-09

37.3.1	add: "promotion which will also confer tenure: January 31"	64	03-Jun-09
37.3.3	add: "promotion which will also confer tenure: March 1"	64	03-Jun-09
38.5.1	add: "promotion which will also confer tenure: March 1"	65	03-Jun-09
38.5.2	add: "promotion which will also confer tenure: April 1"	65	03-Jun-09
51.11.1	there are <b>two Articles numbered 51.11.1</b> ; all four sub-articles in 51.11 have been renumbered	93	25-Mar-09
52.1	Add heading: <b>Principles</b> (add to table of contents as well)	95	25-Mar-09
57.2.1	should reference <b>Article 57.1</b> not <b>54.1</b>	101	25-Mar-09
60.7	add: "Associate University Librarian" to list of "person(s) against whom grievance is being filed" and "University Librarian" to list of "person(s) to whom grievance is submitted"	111	03-Jun-09
60.8.3	add: "or the University Librarian" to "Where a Dean, .... or the Vice-President Academic and Provost does not submit the required report..."	112	03-Jun-09
60.8.5	add: "or the University Librarian" to 60.8.5 in the lead sentence, in (a), and in the concluding sentence	112	03-Jun-09
68.2	add heading: <b>External Professional Activity and Use of University Facilities and Name</b> and added to Table of Contents	115	25-Mar-09
68.3	under Article 68.3 there is an Article <b>66.3.1</b> : it should be <b>68.3.1</b>	116	25-Mar-09
73.5.2	there are 3 decimals after <b>73.5.2...</b>	122	25-Mar-09
74.3.4.2	should reference Article <b>13.9.3</b> not <b>13.8.3</b>	125	25-Mar-09
74.3.5.1 (g)	refers to Article 13.14.1 which should be Article <b>13.4.1</b>	126	25-Mar-09
81.2.7	Article 81.2.7 should read <b>80.2.7</b>	146	25-Mar-09
Appendix A	Updated to the 2010-2012 Salary and Benefits Settlement	148	01-Nov-10
Appendix J	"Notice by Member" must be given to the Chair in writing, with simultaneous carbon copy notice to the Dean	180	03-Jun-09