

# Collective Agreement

University of Victoria Faculty Association  
and  
University of Victoria

June 5, 2015 – June 30, 2019

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



Modifications to the Faculty/Librarian Collective Agreement negotiated through Letters of Understanding are indicated below.

<b>Topic</b>	<b>Section</b>	<b>LOU date</b>	<b>Link</b>
Promotion Increments for an Assistant Teaching Professor promoted to Teaching Professor	25.8	March 16, 2017	<a href="https://www.uvic.ca/vpacademiac/assets/docs/JCAA/LOA_Promotion%20Increments%20TP.PDF">https://www.uvic.ca/vpacademiac/assets/docs/JCAA/LOA_Promotion%20Increments%20TP.PDF</a>
Biennial Merit Evaluation Process: Accounting for Varying Evaluation Ratios	19.29	March 20, 2017	<a href="https://www.uvic.ca/vpacademiac/assets/docs/JCAA/LOA_Merit%20Eval%20Ratio.pdf">https://www.uvic.ca/vpacademiac/assets/docs/JCAA/LOA_Merit%20Eval%20Ratio.pdf</a>
Time to Promotion credit for Assistant Teaching Professor	25.3	May 30, 2018	<a href="https://www.uvic.ca/vpacademiac/assets/docs/faculty/mou-atp2018.pdf">https://www.uvic.ca/vpacademiac/assets/docs/faculty/mou-atp2018.pdf</a>
Discipline Process	s.58.22, 58.24- 58.27.1	June 8, 2018	<a href="https://www.uvic.ca/vpacademiac/assets/docs/faculty/LOU.Discipline.s.58.signoff.060818.pdf">https://www.uvic.ca/vpacademiac/assets/docs/faculty/LOU.Discipline.s.58.signoff.060818.pdf</a>

# University of Victoria and University of Victoria Faculty Association First Collective Agreement

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# Part 1

## 1. Preamble

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

## 2. Definitions

For the purposes of this Agreement:

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

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

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

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

**“Career Progress Increment”** or **“CPI”** is defined in section [63.12](#);

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

**“Conflict of Interest”** is defined in section [61](#);

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

**“Differentiated Productivity Adjustment”** or **“DPA”** is defined in section [63.11](#);

**“Evaluation Policy”** means the Departmental, Faculty or Libraries policies pertaining to evaluation of Faculty Members or Librarians as defined in section [19](#);

**“Existing Practices”** is defined in section [14.5](#);

**“External Professional Activity”** is defined in section [60.1](#);

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

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

- A tenured appointment or an appointment with eligibility for tenure as an Assistant Professor, Associate Professor or Professor or a grant-tenured appointment with eligibility for grant-tenure at any of those ranks;
- A tenured appointment as Teaching Professor;

- Assistant Teaching Professor;
- Associate Teaching Professor;
- Limited-Term appointment with a term of more than one year appointed at the rank of Assistant Professor, Associate Professor or Professor or appointed as an Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor. 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;
- Artist-in-Residence;
- Lecturer; and
- Academic Administrator;

each of whom is represented by the Association;

**“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 section 16.14 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;

**“Joint Committee on Administration of Agreement”** or **“JCAA”** is defined in section 15;

**“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;

**“Limited-Term”** means an appointment for a limited period of time;

**“Line Authority”** means a Dean, Associate Vice-President or Vice-President designated under section 17.45;

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

**“Merit Increase”** or **“MI”** is defined in section 63.12;

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

**“Official Performance File”** is defined in section 21.3;

**“Other Contributions”** is defined in section 19.11;

**“Parties”** means the University and the Association;

**“Personnel File”** is defined in section 21.8;

**“Professional Performance (Librarians)”** is defined in section 19.12.1.1;

**“Promotion Increment”** is defined in section 63.21;

**“Reasonable Apprehension of Bias”** has the meaning described in section 61.23;

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

- A tenured appointment or an appointment with eligibility for tenure as an Assistant Professor, Associate Professor or Professor;
- A tenured appointment as Teaching Professor;
- Assistant Teaching Professor, holding or eligible for a continuing appointment; or
- Associate Teaching Professor, holding or eligible for a continuing appointment;

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

- A probationary status Regular appointment; or
- A confirmed Regular appointment;

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

**“Retirement Phase-In Plan”** is defined in sections 30.7 – 30.29;

**“Scholarly and Professional Achievement”** is defined in Section 19.8 when used in respect of Faculty Members and in Section 19.12.1.2 when used in respect of Librarians;

**“Scholarship”** is synonymous with scholarly and professional achievement;

**“Scholarship Related to Teaching”** is defined in section 19.6;

**“Service”** when used in relation to Librarians is defined in section 19.12.1.3;

**“Standard”** means the standard for the distribution of duties and responsibilities of Faculty Members and is defined in section 27.1;

**“Standard for Librarians”** means the standard for the distribution of duties and responsibilities of Librarians and is defined in section 27.8;

**“Teaching Performance”** is defined in section 19.6;

**“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;

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

**“University Academic Appointments Committee”** or **“UAAC”** is defined in sections 41.6 and 41.7;

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

### 3. Interpretation of Agreement

- 3.1 Where a date specified in this Agreement for completing an act, including submitting a recommendation or filing an appeal, falls on a day on which University offices are closed, the deadline for completing the act is the close of business on the next day when the University office is open.
- 3.2 The headings of this Agreement are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 3.3 If any provision of this Agreement is held to be legally invalid or unenforceable, such invalidity or unenforceability will not affect or impair the validity or the enforceability of the remaining provisions of this Agreement, which will remain in full force and effect and the Parties will continue to be bound by them. The Parties agree to bear equal responsibility for the content of this Agreement.
- 3.4 If a statute or regulation is passed by the Government of Canada or the Province of British Columbia or a ruling or assessment is made by the Canada Revenue Agency that alters or renders any provision of this Agreement null and void, the remaining provisions will remain in effect for the term of the Agreement and the Parties will seek to negotiate a mutually agreed-upon substitution for the affected provision.

## **4. Academic Freedom**

- 4.1 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.
- 4.2 The Parties agree that they will not infringe on or abridge the academic freedom of any Member. Members have the right, regardless of prescribed doctrine, to be free from the threat of institutional reprisals and arbitrary constraint, and without regard to outside influence, to pursue their academic interests and activities, to conduct research and publish the results thereof, to engage in teaching and discussion, to pursue creative activity, and to select, acquire, disseminate, or otherwise use all forms of documentary materials in the exercise of their professional responsibilities.
- 4.3 Except as otherwise specified in this Agreement, Members will not be hindered in any way by the University or the Association in the exercise of their legal rights, including but not limited to the exercise of their freedom of thought, belief, opinion or expression, nor will they suffer any institutional reprisals because they choose to exercise such rights. A Member must not purport to represent or speak on behalf of the University except to the extent that the Member has been authorized by the University. This does not limit Members in expressing their own academic or professional opinions.
- 4.4 Access to information is fundamental to the free pursuit of knowledge. The Parties recognize and agree that subject to the laws of Canada and the Province of British Columbia:
- 4.4.1 The collection, organization, and dissemination of knowledge must proceed fairly without censorship based on moral, religious, commercial, political or other grounds;
- 4.4.2 Members have the right to collect, organize, disseminate and use any information, knowledge and creative works without censorship; and
- 4.4.3 The development of the University Libraries' collections will proceed without censorship.
- 4.5 In exercising academic freedom, Members must act in a responsible manner and respect the academic freedom and rights of other members of the University community.

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

- 5.1 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. Notwithstanding the application provision in the IP Policy, it applies to all Members covered by 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.
- 5.2 The principles and expectations regarding scholarly integrity and procedures for the review of and inquiry into allegations of scholarly misconduct are appended to this Agreement as Appendix "F" (the Policy on Scholarly Integrity) form part of this Agreement and will not be amended except by mutual agreement of the Parties.

## **6. Equal Opportunity and Non-Discrimination**

- 6.1 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.
- 6.2 There will be no discrimination, interference, restriction or coercion exercised or practiced regarding any term or condition of employment, including but not limited to:
- 6.2.1 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 section 6.3), 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, or any other prohibited ground of discrimination that is stipulated in the British Columbia Human Rights Code.
- 6.3 This section 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, section 6.2 does not apply with respect to a refusal, limitation, specification or preference by the University based on a bona fide occupational requirement.

## **7. Recognition of Association**

- 7.1 The University of Victoria recognizes the University of Victoria Faculty Association as the exclusive bargaining agent for all Members for whom the Association has been certified as bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated January 29, 2014, or as subsequently amended by the Board.
- 7.2 The Association does not represent and does not have the authority to negotiate or enter into an agreement on behalf of persons excluded in conformity with the *B.C. Labour Relations Code*, including persons with any of the following appointments (including any period of leave):
- 7.2.1 President;
- 7.2.2 Vice-Presidents;
- 7.2.3 Associate Vice-Presidents;
- 7.2.4 Deans;
- 7.2.5 Associate Deans;

- 7.2.6 University Librarian;
- 7.2.7 Associate University Librarians;
- 7.2.8 any person appointed to any of the above positions in an acting capacity.
- 7.3 Faculty Members and Librarians newly appointed to the University and who fall within the description of the bargaining unit approved by the British Columbia Labour Relations Board on January 29, 2014, are members of the bargaining unit and are represented by the Association.
- 7.4 The University agrees to inform all applicants for employment which falls within the description of the bargaining unit in the advertisement that the Association represents the bargaining unit, and that this Agreement is in effect, and provide a link to the website of the Association.
- 7.5 No Member will be permitted or required to make any written or oral agreement with the University or its representatives which conflicts with the terms and conditions of this Agreement.
- 7.6 The University will not meet with any employee or group of employees undertaking to represent the Association without the authorization of the Association. The Association will notify the University of its authorized representatives.
- 7.7 A Member excluded under section 7.2 will be represented by the Association on completion of their term of office and any administrative leave taken following the term in office.
- 7.8 The University recognizes the right of Members, as a matter of individual conscience, to refuse to cross a picket line arising out of a dispute as defined in applicable labour legislation. Such absence will be without salary.
- 7.9 In accordance with section 68(2) of the *Labour Relations Code*, the University will not require a Member to perform any work of an employee in any bargaining unit of University employees that is on a legal strike or that is locked out, or who is honouring a legal picket line.

## **8. Association Dues and Fees**

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

- 8.5 The University will remit to the Association on a monthly basis the amounts deducted in accordance with section 8.1 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.
- 8.6 A report will accompany the monthly remission of deductions that includes:
- 8.6.1 the name, rank and department of each Member from whose salary or wage deductions were made;
  - 8.6.2 the amount deducted for each Member;
  - 8.6.3 the names of Members whose deductions were remitted to the Faculty Association Scholarship Fund; and
  - 8.6.4 the deduction start date for new Members.
- 8.7 The University will provide the Association with the following reports:
- 8.7.1 on July 1, September 1 and January 1, an up-to-date list of all Members of the bargaining unit, including all Members on any type of leave permitted under the Agreement with the following data: name, UVic email, gender, tenure status, rank, salary and Department (“Membership List”); and
  - 8.7.2 a monthly report updating the Membership List indicating new Members and Members who have retired or resigned.

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

- 9.1 The University recognizes that it has an interest in maintaining the Association’s ability to adequately represent its Members.
- 9.2 The University will annually pay the cost of twelve course units of sessional replacement in order to provide release from teaching or Librarian duties for officers of the Association. The Association may allocate these releases at its sole discretion. Upon receiving notification of the allocation from the Association, the University will transfer the requisite funds to the Member’s Department or the University Libraries.
- 9.3 The University will pay for the costs of a further three units of sessional replacement in the year during which an Agreement is being negotiated, in order to provide teaching or service release for the members of the Association negotiating team.
- 9.4 The Association may purchase, at its cost, teaching release for Members in addition to release time described in sections 9.2 and 9.3. The cost of purchasing release time under this section is the Step 6 cost on the Sessional Instructor pay-scale.
- 9.5 In order to permit the Member’s Department or Faculty or the Libraries to find suitable replacements for the Members who are provided with release from teaching or other duties under this section, the Association will provide the University with 4 months’ notice prior to the commencement of the term to which the release will apply with regard to the allocation under section 9.2.
- 9.6 Where release is provided to a Member under this Section, there will not be any loss of salary or benefits to the Member.



- 9.7 In the event that a Librarian receives one or more releases under this section, they will receive a reduction in their service obligations of six hours per week per term as the equivalent for each unit of teaching release.

## **10. Office Space and Services**

- 10.1 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.
- 10.2 The Association may use University services such as printing, audio-visual, and similar services, with the Association being charged at the internal user rate.
- 10.3 The Association may use the internal University mail delivery service for the purpose of communicating with Members without restriction and free of charge.
- 10.4 The University will provide the Association, free of charge, access to meeting rooms on the University campus for Association business, in accordance with the normal booking procedures and regulations.
- 10.5 The Association may pay its staff through the University payroll system at the Association's expense.
- 10.6 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 #IM7200 on Responsible Use of Information Technology Service.

## **11. Copies of Agreement**

- 11.1 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 paper copy of the current Agreement. The University and the Association will share equally the cost of producing these copies.

## **12. Association's Right to Call Upon CAUT for Assistance**

- 12.1 The University recognizes that the Association has the right at any time to call upon the assistance of the Canadian Association of University Teachers (CAUT). Such duly authorized representatives will have access to University premises to consult with Association officials and Members.

## **13. Management Rights**

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

## **14. Existing Agreements, Policies, Practices and Procedures and Collegial Rights**

### **Collegial Governance**

- 14.1 Members have the right to participate in the formulation and recommendation of academic policies and procedures within the University as members of duly constituted bodies and committees at the Departmental, Faculty and University level.
- 14.2 The Parties accept and support the principles contained in policies of Senate and of the Board of Governors for the limits to terms of appointments and the participation of Members in the selection of Chairs and senior academic administrators, and in particular in the selection of:
  - 14.2.1 President;
  - 14.2.2 Vice-President Academic and Provost;
  - 14.2.3 Vice-President Research;
  - 14.2.4 Associate Vice-President Academic Planning;
  - 14.2.5 Associate Vice-President Research;
  - 14.2.6 Deans of Faculties;
  - 14.2.7 Associate Deans of Faculties;
  - 14.2.8 University Librarian; and
  - 14.2.9 Associate University Librarians.
- 14.3 Nothing in this Agreement restricts the exercise by Senate and the Board of Governors of their jurisdiction over these procedures.

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

- 14.4 The following University policies and agreements are appended to this Agreement and form part of this Agreement and cannot be amended without Association consent, such consent not to be unreasonably withheld:
  - 14.4.1 Appendix "A": Memorandum of Understanding on Calculation of DPA and Meaning of Economic Stability Dividend;
  - 14.4.2 Appendix "B": Professional Expenses Reimbursement;
  - 14.4.3 Appendix "C": Reduced Appointments;
  - 14.4.4 Appendix "D": Policy on Intellectual Property;
  - 14.4.5 Appendix "E": Conflict of Interest in Student Faculty Relationships;
  - 14.4.6 Appendix "F": Scholarly Integrity;
  - 14.4.7 Appendix "G": Deadlines for Reappointments, Tenure and Promotion;
  - 14.4.8 Appendix "H": Equity Policy for Female Faculty Members;
  - 14.4.9 Appendix "I": Policy on Chairs of Departments and Directors of Schools;
  - 14.4.10 Appendix "J": Policy on Duties and Responsibilities of Directors of Research Centres;

14.4.11 Appendix “K”: Memorandum of Understanding on Various Issues Arising from the Agreement; and

14.4.12 Appendix “L”: Transitional Issues of Assistant Teaching Professors.

#### **Existing Practices**

14.5 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 known and in force as of January 1, 2000 and that remain applicable to Members; or mutually agreed by the Parties in writing to be applicable to Members after January 1, 2000 unless the subject matter has been otherwise dealt with by this Agreement.

#### **Amendment of Existing Practices**

14.6 The University will not introduce amendments to or repeal Existing Practices that alter the terms and conditions of this Agreement (including its Appendices) without the prior agreement of the Association.

14.7 The University will not introduce amendments to or repeal Existing Practices that affect directly the terms and conditions of employment of Members without prior consultation with the Association.

#### **New Policies and Procedures**

14.8 The University will not adopt new policies or procedures that alter the terms and conditions of this Agreement (including its Appendices) without the prior agreement of the Association.

14.9 The University will not adopt new policies or procedures that affect directly the terms and conditions of employment of Members without prior consultation with the Association.

#### **Consultations**

14.10 The consultation referred to in sections 14.7 and 14.9 requires the University to forward to the Association a copy of the proposed new or amended policy or procedure and to give the Association forty (40) working days from the date of its receipt of the proposal to provide the University with the Association's comments in writing on the proposal. The time period may be extended with the mutual agreement of the University and the Association.

14.11 At the request of either Party made within 40 working days of the Association receiving a policy proposal under section 14.10, the University and the Association will strike a joint policy committee for purposes of consultation. The joint policy committee will contain a maximum of six members with an equal number of members from the Administration and from the Association plus a chair, jointly selected by the President of the University and the President of the Faculty Association. The role of the committee will be to make best efforts to reach a consensus on recommendations regarding the policy.

14.12 In the event that the committee cannot reach a consensus, the committee will prepare a report that fairly reflects the divergent views of the committee members.

14.13 The committee's report containing its recommendations and reflecting the divergent views, if any, of the members will be forwarded to the relevant decision-making authority for the policy within 40 working days from the committee's appointment. The decision-maker will review the report and will give good faith consideration to adopting any recommendations. In the event that the

report is not unanimous, the decision-maker will consider all the expressed views in reaching their decision.

14.14 Nothing in this section prevents either party from submitting a grievance under section 59.

14.15 The Parties agree that any new policies or any amended policies that came into force prior to May 1, 2015 will not be the subject of a grievance under this section or the previous Article 7 of the Framework Agreement. The provisions of this section on consultation come into effect May 1, 2015.

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

15.1 The JCAA will be composed of three representatives of the University appointed by the President of the University and three representatives of the Association appointed by the President of the Association. A quorum will be four members, provided that two representatives of each Party are present.

15.2 The JCAA will:

15.2.1 endeavour to maintain and develop a spirit of cooperation and mutual respect between the Parties;

15.2.2 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;

15.2.3 oversee the accuracy and timely updating of the web versions of the Agreement and resolve any editorial inconsistencies in the web versions; and

15.2.4 foster good communication between the Parties and to serve as a forum for the exchange of information.

15.3 The JCAA will not have the power to add to or to modify in any way the terms of this Agreement. The JCAA will function in an advisory capacity to the Association and the University and will seek the timely correction of conditions which may give rise to misunderstandings.

15.4 If the JCAA becomes aware of a serious ambiguity or omission that affects the application of the terms of this Agreement, the JCAA may make a unanimous recommendation to the Parties regarding the resolution of that ambiguity or omission for the term of the Agreement. If the Parties agree to adopt the recommendation of the JCAA, the Parties may sign a Letter of Understanding to that effect.

15.5 All paper copies of the Agreement will state on the title page that any changes adopted by the Parties and any interpretations of the JCAA relating to any section of the Agreement will be posted with the Agreement on the websites of the Parties. A page or pages on those websites will set out this information and will normally be amended within 20 working days of the change or interpretation. An electronic alert of the change or interpretation will also be sent to Deans, the University Librarian, Chairs, and the Faculty Association at the same time the website is amended.

15.6 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, the Vice-President Academic and Provost, and the President of the Association.

- 15.7 The Committee will 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 will be circulated at least 48 hours in advance of each meeting.

## Part 2

### 16. Appointments

#### Appointment Classification

- 16.1 Appointments with eligibility for tenure may be made at any of the following academic ranks:
- 16.1.1 Assistant Professor;
  - 16.1.2 Associate Professor;
  - 16.1.3 Professor; and
  - 16.1.4 A grant-tenured appointment or an appointment with eligibility for grant-tenure may be made at any of the above ranks.
- 16.2 Tenured appointments may be made at any of the above-listed ranks or at the rank of Teaching Professor.
- 16.3 Other appointments covered by this Agreement may be made only in the following classifications:
- 16.3.1 Assistant Teaching Professor;
  - 16.3.2 Associate Teaching Professor;
  - 16.3.3 Librarian;
  - 16.3.4 Limited-Term;
  - 16.3.5 Artist-in-residence;
  - 16.3.6 Lecturer; and
  - 16.3.7 Academic Administrator.
- 16.4 An appointment at the rank of Associate Teaching Professor may be made when an Assistant Teaching Professor is promoted to Associate Teaching Professor or a person is hired at that rank. Assistant Teaching Professors and Associate Teaching Professors are eligible for a continuing appointment.
- 16.5 An appointment at the rank of Teaching Professor may be made when an Associate Teaching Professor is promoted to that rank or a person is hired at that rank. Teaching Professor is a tenured appointment.
- 16.6 The workload assignment and study leave of a Teaching Professor with tenure or an Associate Teaching Professor are the same as those of an Assistant Teaching Professor with a continuing appointment. The title of Teaching Professor with tenure or of Associate Teaching Professor does not entitle a Member to a term free of teaching.
- 16.7 The University retains the right to make appointments without remuneration, including:
- 16.7.1 adjunct appointments;

- 16.7.2 honorary appointments;
  - 16.7.3 appointments where an academic appointment is advantageous for obtaining or holding a research grant to conduct research in connection with the University; and
  - 16.7.4 affiliate appointments for physicians teaching in the Island Medical Program whose employment is with the University of British Columbia Faculty of Medicine.
- 16.8 Persons who at January 1, 2000, were holding appointments in classifications other than those listed in sections 16.1 and 16.2, 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.

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

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

#### **Joint Appointments**

- 16.10 A person may be jointly appointed in:
- 16.10.1 two or more Departments of a Faculty; or
  - 16.10.2 two or more Faculties.
- 16.11 A joint appointment may be made at the time of a person's initial appointment or later, in accordance with sections 17.42 and 17.43.
- 16.12 Joint appointments are available to all classifications of appointment.

#### **Grant-Tenure**

- 16.13 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 section.
- 16.14 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 terminate after the provision of appropriate notice in accordance with section 16.16 and the University will have no obligation to continue that appointment after that date.
- 16.15 Except as provided in this section, 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.
- 16.16 A Member whose appointment must be terminated in accordance with section 16.14 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 section 16.14.

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

16.17 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 section 17.45 will apply.

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

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

16.18.1 Tenured appointments or appointments with eligibility for tenure;

16.18.2 Assistant Teaching Professor appointments;

16.18.3 Associate Teaching Professor appointments;

16.18.4 Librarian appointments; and

16.18.5 Limited-Term appointments where the term exceeds one year.

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

16.19.1 NSERC Industrial Chairs;

16.19.2 Canada Research Chairs; or

16.19.3 other externally funded or endowed positions where an open competition would be inconsistent with the terms of the position.

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

16.21 An open competition requires:

16.21.1 publicizing the availability of a position in a manner that it will likely come to the attention of qualified candidates; and

16.21.2 interviewing a short-list of qualified candidates.

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

16.22.1 the position be posted on a University website; and

16.22.2 subject to budgetary limitations and advertising copy deadlines, the position be advertised in print or electronic format in two or more of the following media:

- 16.22.2.1 University Affairs;
- 16.22.2.2 CAUT Bulletin;
- 16.22.2.3 a professional journal specific to the discipline that advertises academic employment opportunities;
- 16.22.2.4 a newspaper with circulation in the geographic area(s) where potential qualified candidates likely reside; and
- 16.22.2.5 relevant computer listservs or external websites.

## **17. Terms of Initial Appointment**

### **Assistant Professor**

- 17.1 An initial appointment at the rank of Assistant Professor is made without tenure and carries eligibility for tenure.
- 17.2 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 will be for a term of three years plus the length of time between the effective date of the appointment and the following June 30.
- 17.3 Appointment at the rank of Assistant Professor normally requires:
  - 17.3.1 an earned doctoral degree, the standard academic credential for the discipline, or evidence of appropriate professional achievement; and
  - 17.3.2 evidence of a potential for effective teaching.

### **Associate Professor**

- 17.4 An initial appointment at the rank of Associate Professor may be made with tenure and carries eligibility for tenure.
- 17.5 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 will be for a term of four years plus the length of time between the effective date of the appointment and the following June 30.
- 17.6 Appointment at the rank of Associate Professor normally requires the following qualifications:
  - 17.6.1 an earned doctoral degree, the standard academic credential for the discipline, or evidence of appropriate professional achievement;
  - 17.6.2 evidence of effective teaching; and
  - 17.6.3 a record of substantial scholarly, professional or creative achievement within the candidate's discipline.

### **Professor**

- 17.7 An initial appointment at the rank of Professor may be made with tenure and carries eligibility for tenure.
- 17.8 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 will be for a term of four years plus the length of time between the effective date of the appointment and the following June 30.

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

17.9.1 an earned doctoral degree, the standard academic credential for the discipline, or evidence of appropriate professional achievement;

17.9.2 evidence of effective teaching; and

17.9.3 achievement in scholarly, professional or creative endeavours that has been recognized at a national or international level.

#### **Assistant Teaching Professor**

17.10 Appointment at the rank of Assistant Teaching Professor is without tenure. Where an Assistant Teaching Professor meets the performance standard specified in section 22.7, there is a normal expectation of reappointment.

17.11 An initial appointment at the rank of Assistant Teaching Professor is for a term of three years.

17.12 Appointment at the rank of Assistant Teaching Professor normally requires:

17.12.1 a Master's degree or higher qualification, or appropriate professional achievement in the candidate's discipline; and

17.12.2 substantial teaching experience at a university or college.

#### **Associate Teaching Professor**

17.13 Appointment at the rank of Associate Teaching Professor is without tenure and is not a continuing appointment. Where an Associate Teaching Professor meets the performance standard specified in section 22.14, there is a normal expectation of reappointment.

17.14 An initial appointment at the rank of Associate Teaching Professor is for a term of four years.

17.15 Appointment at the rank of Associate Teaching Professor normally requires:

17.15.1 a Master's degree or higher qualification, or appropriate professional achievement in the candidate's discipline; and

17.15.2 at least seven years teaching at a university or college, in a full-time equivalent role or reasonably comparable experience.

#### **Teaching Professor**

17.16 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 an Assistant or Associate Teaching Professor with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching.

17.17 Appointment at the rank of Teaching Professor normally requires:

17.17.1 a Master's degree or higher qualification, or appropriate professional achievement in the candidate's discipline;

17.17.2 a record of outstanding achievement in teaching; and

17.17.3 scholarship related to teaching that has attained national or international recognition.

### **Limited-Term Appointments**

- 17.18 Because it is in their mutual interest, the Parties agree that appointments at the rank of Assistant Professor, Associate Professor and Professor normally will be made with tenure or with eligibility for tenure, and appointments as an Assistant Teaching Professor or Associate Teaching Professor with a normal expectation of reappointment as set out in section 17.10 or 17.13. Nevertheless, the Parties recognize that occasionally it will be in the interest of the University to appoint a person at one of these ranks where a person's skill or experience are required only for a limited period of time.
- 17.19 A Limited-Term appointment may be made at the rank of Assistant Professor, Associate Professor or Professor:
- 17.19.1 to replace a person who is on leave or who has been appointed to an administrative appointment at the University;
  - 17.19.2 for a term not exceeding five years, with one or more renewals such that the length of the initial appointment and any renewals will not exceed, in the aggregate, seven years; or
  - 17.19.3 when the funds from which the holder of the appointment will be paid are non-recurring and from sources external to the University.
- 17.20 A Limited-Term appointment may be made at the rank of Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor:
- 17.20.1 under circumstances described in section 17.19.1 or section 17.19.3 or where there is a need for the temporary employment of an Assistant or Associate Teaching Professor or Teaching Professor; and
  - 17.20.2 for a term not exceeding two years with one or more renewals such that the length of the initial appointment and any subsequent renewals will not exceed, in the aggregate, five years.
- 17.21 A Limited-Term appointment is without tenure or eligibility for tenure.
- 17.22 At the request of the Association, the University will 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 will include:
- 17.22.1 the term of each appointment;
  - 17.22.2 the rank and FTE of each appointment; and
  - 17.22.3 the Academic Unit(s) in which each appointment was made.

### **Librarian**

- 17.23 An appointment as a Librarian is either a Regular Librarian appointment or a Limited-Term appointment.
- 17.24 A Regular Librarian appointment is either probationary or confirmed.
- 17.24.1 Initially, a Regular Librarian appointment normally has probationary status that continues for the period specified in the notice of appointment. A probationary Regular Librarian appointment does not guarantee continuation of employment; however, successful completion of a probationary period will result in a confirmed Regular Librarian appointment.

17.24.2 A confirmed Regular Librarian appointment will carry the expectation of continuation of employment until retirement.

17.25 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 section 22.20.

### **Librarian Ranks**

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

17.26.1 Librarian I;

17.26.2 Librarian II;

17.26.3 Librarian III;

17.26.4 Librarian IV.

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

17.28 Appointment at the rank of Librarian I requires:

17.28.1 an undergraduate degree from a university of recognized standing;

17.28.2 a Master's degree from an accredited school of library science, or a Master's or higher degree in another discipline with expertise and excellence in professional practice relevant to the position if the candidate agrees to complete a MLS from an accredited school of library science before the end of the probationary period (or the equivalent combination of education and experience in archival science in the case of an Archivist); and

17.28.3 potential for professional growth and development.

17.29 Appointment at the rank of Librarian II requires:

17.29.1 qualifications of a Librarian I, including a completed MLS as specified in section 17.28.2;

17.29.2 demonstrated professional competence through successful performance of assigned responsibilities; and

17.29.3 evidence of professional growth and development.

17.30 Appointment at the rank of Librarian III requires:

17.30.1 qualifications of a Librarian II; and

17.30.2 a record of full professional competence and significant achievement in librarianship including evidence of sound independent judgment, creativity and demonstrated ability in an area of library service or library administration.

17.31 Appointment at the rank of Librarian IV requires:

17.31.1 qualifications of a Librarian III;

17.31.2 a record of consistently excellent performance over a substantial period of time;

17.31.3 a record of significant and sustained contribution to a university library or similar institution and to the profession; and

17.31.4 evidence of the ability to perform independently at a senior level of librarianship.

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

- 17.32 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.
- 17.33 An Artist-in-Residence is appointed without rank or with a rank specified in section 16.1.
- 17.34 An Artist-in-Residence may be appointed for renewable terms of five years each. Where an Artist-in-Residence meets the expected standards of their Department, there is a normal expectation of reappointment.

### **Lecturer**

- 17.35 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.
- 17.36 An appointment at the rank of Lecturer is without tenure.
- 17.37 An appointment as Lecturer is for a term of two years and carries no expectation or right of reappointment.
- 17.38 The Faculty Member's appointment classification will be revised to be an Assistant Professor with eligibility for tenure where, prior to the expiration of a Faculty Member's appointment as a Lecturer:
- 17.38.1 the Faculty Member obtains the academic credential specified in the Member's appointment as a Lecturer, and
  - 17.38.2 the Faculty Member's teaching has been evaluated by the Chair as meeting or exceeding the standards of the Academic Unit in which the appointment has been made.
- 17.39 Where the prerequisites set out in section 17.38 are satisfied on or before September 1, an appointment as an Assistant Professor will be made retroactive to the preceding July 1.
- 17.40 Where the prerequisites set out in section 17.38 are satisfied after September 1, the appointment as an Assistant Professor becomes effective on the following July 1. If the Faculty Member's salary at the time the prerequisites are satisfied is less than the floor of the Assistant Professor rank, the Faculty Member's salary will be raised to the floor of the Assistant Professor rank effective on the first day of the month following satisfaction of the prerequisites.
- 17.41 Where a Faculty Member's appointment rank is revised under this section, the length of the person's appointment as a Lecturer will not be included in determining when the person must be considered for tenure.

### **Joint Appointments**

- 17.42 The notice of appointment of a Faculty Member holding a joint appointment will specify the Department or Faculty that has the responsibility for matters relating to reappointment, tenure, promotion and salary adjustments.
- 17.43 Prior to the commencement of a joint appointment, the Chair of the Department having responsibility for making recommendations about the Member's reappointment and salary, and where applicable tenure and promotion, will inform the Member in writing of the allocation of the Member's responsibilities and of the responsibility for such recommendations of the Department.

### **Academic Administrators**

- 17.44 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.
- 17.45 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.
- 17.46 An Academic Administrator is appointed for an initial three-year term, at one of the following academic ranks:
- 17.46.1 Assistant Professor;
  - 17.46.2 Associate Professor; or
  - 17.46.3 Professor.
- 17.47 An Academic Administrator is not eligible for consideration for promotion or tenure and any sections dealing with those processes do not apply to Academic Administrators.

## **18. Appointment Procedures: Librarians**

### **Consultation**

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

### **Establishment of Committee**

- 18.3 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 and alternate members of an AAC to serve for staggered two-year terms beginning April 1. Librarians in excluded positions are not eligible to vote or to be elected to the AAC.

### **Structure of Committee**

- 18.4 Four Librarians with regular, confirmed appointments will comprise the three regular members and one alternate member of the AAC, each selected for staggered two-year terms.

- 18.5 Role of the alternate member: The regular members of the AAC will include the alternate member of the AAC as a full member of the committee in meetings and discussions up to the point where a particular search committee is struck. If one of the regular members of the committee is unable to serve for that search, the alternate will serve for the duration of that search. If, prior to the search process commencing, the alternate member is added to the committee, and one of the regular members of the committee cannot participate in the search process, an election will be held to appoint an additional Librarian with a regular, confirmed appointment to the committee for the duration of that search. In no case may a member of the AAC be replaced during the process of any particular search.
- 18.6 The regular members of the AAC will select from their number an Administrative Chair for the committee. The Administrative Chair will act as the primary liaison with the University Librarian in carrying out the AAC's responsibilities under section 18.1, and have primary responsibility for ensuring procedures of the AAC and the Collective Agreement are properly adhered to.
- 18.7 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, the alternate member of the committee will become a serving member of the committee for the duration of that search.
- 18.8 Before the search process commences, the regular members of the AAC and the supervising Librarian(s) (or University Librarian) will meet to determine whether the membership of the committee should be increased. The AAC may decide to increase its number to:
- 18.8.1 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
  - 18.8.2 add a Librarian from within the same unit who would work closely with the candidate; or
  - 18.8.3 add a member of support staff or a member of the Professional Employees Association who would work closely with the candidate; or
  - 18.8.4 add a Faculty Member from a discipline relevant to the position.
- 18.9 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.
- 18.10 The supervising Librarian(s) for the new appointment or the University Librarian, where the University Librarian is a member of the AAC, will chair the committee for all purposes connected with the search. If the supervising Librarian or the University Librarian is unable to serve as the chair, the AAC will select another member of the committee as its chair for the search process. The chair will have primary responsibility for ensuring the procedures of the Agreement are followed in regard to the search process.

### **Guidelines**

- 18.11 The AAC and the University Librarian will review the guidelines for consultation with regard to sections 18.1 and 27.32– 27.40. These guidelines will be ratified by a majority vote of all Librarian Members voting and any changes thereto will only be made with the mutual agreement of the University Librarian and the Librarian Members.

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

- 18.12 Advertising for a Librarian position will meet the requirements for publicizing the availability of a position as described in section 16.22.
- 18.13 Where duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of at least one year, as provided in section 27.36, advertising is not required.

### **Appointments Advisory Committee Procedures**

- 18.14 The University Librarian will forward all applications received to the chair of the AAC.
- 18.15 The AAC will evaluate all the documentation provided by applicants, with specific regard to the position description and the criteria in sections 17.28 – 17.31, and will in accordance with its evaluation, establish a short list of candidates to be interviewed.
- 18.16 The short list must be approved by the University Librarian.
- 18.17 The AAC will determine its preferred candidate by secret ballot and a majority vote. Only members of the committee who have been present at all deliberations of the committee concerning the candidates for the position and at all interviews with the candidates for the position are eligible to vote.
- 18.18 In the case of a regular appointment, the chair of the AAC will request the Advisory Committee on Ranks and Promotions (ACRP) to provide written advice on the rank to be recommended for the AAC preferred candidate. The recommendation of the ACRP will be forwarded by the chair of the AAC to the University Librarian with the AAC recommendation.
- 18.19 In the case of a regular appointment, any recommendation by the AAC to waive a probationary period will be decided by majority vote.
- 18.20 The AAC will recommend the appointment of the selected candidate to the University Librarian. The recommendation will be in writing, will be accompanied by all related documentation, and will include the rank advised by the ACRP, and in the case of a Regular appointment, a proposal regarding probationary status in accordance with sections 24.2.1 and 24.2.2.
- 18.21 All discussions by members of the AAC and of the ACRP concerning appointments are confidential. Members of these committees must not disclose or discuss the committee proceedings, opinions expressed during the committee proceedings, or the committees' recommendations, except as otherwise provided in this Agreement, or as required by law.

### **The University Librarian**

- 18.22 If the University Librarian accepts the recommendation, it will be forwarded to the Vice-President Academic and Provost with a written statement of endorsement.
- 18.23 If the University Librarian declines to accept the recommendation, the University Librarian must provide written reasons to the AAC and must meet with the committee as soon as possible thereafter to discuss the matter.

## **19. Evaluation of Members**

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

- 19.2 Criteria for the evaluation of Members are further elaborated in the Faculty or Libraries Evaluation Policy created pursuant to this section, the departmental standard for attaining tenure, and any other departmental policies further developing the criteria as relevant to the practice of any particular discipline.
- 19.3 Any departmental policies pertaining to evaluation of Faculty Members must be consistent with the Agreement and the Faculty Evaluation Policy, ratified by a majority of votes cast by those holding regular academic appointments in the unit, and approved by the Dean. Such departmental policies must be available to Members within the Department.
- 19.4 Every Evaluation Policy must be reviewed by the Faculty, Departments, and the Libraries (as applicable) by December 31 of the year in which a new Agreement comes into effect. Any amendments consequent upon that review must be developed in consultation between the Dean (or the University Librarian) and the unit. Faculty Evaluation Policies must be approved by the members of the Faculty and the Vice-President Academic and Provost; departmental policies must be approved as provided in section 19.3.

### **Faculty Evaluation Policies**

- 19.5 Each Faculty must have an Evaluation Policy for the evaluation of members in the Faculty. The Evaluation Policy and any amendment thereto must be consistent with the Agreement and will be submitted to the Faculty and the Vice-President Academic and Provost for approval. The Evaluation Policy must include:
- 19.5.1 a description of the components to be evaluated within each of the following evaluation criteria:
    - 19.5.1.1 teaching performance, which is defined at sections 19.6 - 19.7;
    - 19.5.1.2 scholarly and professional achievement, for Faculty Members other than Assistant Teaching Professors and Teaching Professors, which is defined at section 19.8; and
    - 19.5.1.3 other contributions, which is defined at section 19.11;
  - 19.5.2 a description of the assessment techniques to be used in making evaluations;
  - 19.5.3 a description of the format and essential content to be used by a Faculty Member in preparing the teaching dossier for evaluation of teaching performance;
  - 19.5.4 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 and the rules relating to salary evaluation procedures set out in this section;
  - 19.5.5 provision that while Assistant Teaching Professors and Associate Teaching Professors are not evaluated on the basis of their research and scholarship, 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 performance in this section. Teaching Professors will be expected to make contributions to scholarship related to teaching on an ongoing basis;
  - 19.5.6 provision that Academic Administrators be evaluated on the basis of the criteria listed in section 19.14; and



- 19.5.7 provision for taking into account the effect on performance of maternity, parental and adoption leave, special leave, sick leave, compassionate care leave, compassionate leave without salary, and long term disability.

### **Evaluation of Teaching Performance**

- 19.6 Teaching performance requires the evaluation 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 and of the Department in which the Faculty Member holds an appointment. Teaching performance includes contributions to the Department's or Faculty's teaching program and to scholarship related to teaching as described in the evaluation policy of each Faculty and in any relevant departmental policies. Scholarship related to teaching includes, but is not limited to, the following:
- 19.6.1 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;
  - 19.6.2 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
  - 19.6.3 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.
- 19.7 The evaluation of teaching performance will be conducted on the basis of a Faculty Member's teaching dossier that, in addition to course experience surveys, may include such items as peer reviews, class visit reports, reviews of syllabi and examinations, evidence of innovative teaching, evidence of contribution to the Department's or Faculty's teaching program, teaching awards, and scholarship related to teaching. There must be no obligation to include anecdotal or subjective student comments. Evaluation of teaching performance must not be based solely on student evaluation scores and must consider all materials in the teaching dossier.

### **Evaluation of Scholarly and Professional Achievement**

- 19.8 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 and Department in which the Faculty Member holds an appointment.
- 19.9 Scholarly and professional achievement will be evaluated in all possible manifestations and may include, but is not limited to, the following, as specified in each Faculty's evaluation policy and any relevant departmental policies:
- 19.9.1 publications and scholarly papers, especially insofar as they reveal the quality of research, including alternate and emerging forms of scholarship;
  - 19.9.2 other forms of creative achievement in areas that are directly relevant to a Faculty Member's discipline;
  - 19.9.3 awards and fellowships granted by institutions other than the University;

- 19.9.4 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;
  - 19.9.5 recognition by learned and professional societies; and
  - 19.9.6 evidence of reputation for scholarship that the Faculty Member establishes among professional colleagues at the University and at other academic and professional institutions.
- 19.10 The evaluation of scholarly and professional achievement will be conducted on the basis of a Faculty Member's curriculum vitae.

### **Evaluation of Other Contributions**

- 19.11 Other contributions means contributions to the University, a profession or the community that are described in the evaluation policy of the Faculty and the Department in which the Faculty Member holds an appointment. Each policy will specify the factors that should be evaluated under other contributions and may include, but are not limited to, the following:
- 19.11.1 contributions through service to or development of the Faculty Member's Academic Unit;
  - 19.11.2 service as the Chair of a Department, or the Director of a School, centre or institute;
  - 19.11.3 contributions through service to the University or the Association;
  - 19.11.4 contributions to student life;
  - 19.11.5 attainment of extra-University recognition of a Faculty Member's University related activities; and
  - 19.11.6 contributions to the Faculty Member's profession or community, including membership on boards or councils devoted to research and professional affairs, and in certain fields the extent to which the Faculty Member's professional services are in demand by academic, professional and community organizations outside the University.

### **Libraries Evaluation Policy**

- 19.12 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:
- 19.12.1 the following evaluation criteria as described in this section:
    - 19.12.1.1 professional performance, which means the performance of duties and responsibilities devoted to: organizing, managing and facilitating access to library resources; providing reference, consultative, instructional and research services; developing, organizing, and maintaining the Libraries' collections and information systems; developing and maintaining archival acquisition strategies and archival records management frameworks; managing human and financial resources and contributing to library administration;
    - 19.12.1.2 scholarly and professional achievement, which 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; and

19.12.1.3 service, which may include participation in the work of committees of the Libraries, the University, Faculties, and Departments; in the Association; and in other activities that contribute to the quality of the academic life of the University;

19.12.2 a description of the assessment techniques to be used in making evaluations;

19.12.3 a description of the mechanism or process by which recommendations are made for MIs including the rules relating to salary evaluation procedures set out in this Article; and

19.12.4 provision for taking into account the effect on performance of maternity, parental and adoption leave, special leave, sick leave, compassionate care leave, compassionate leave without salary, and long term disability.

19.13 A limited-term Librarian is evaluated for reappointment on the basis of professional performance as stated in section 19.12.1.1. This evaluation takes place at least one month before the end of the Librarian's term. The supervising Librarian, or her or his delegate, will 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.

#### **Academic Administrators**

19.14 Academic Administrators are evaluated on the basis of their:

19.14.1 administrative contributions; and

19.14.2 teaching performance, or scholarly and professional achievement, or both, where the appointment includes such duties.

19.15 The criteria are defined as follows:

19.15.1 administrative contributions will be determined by the nature of the position description for the particular role; and

19.15.2 teaching performance and scholarly and professional achievement will have the meanings set out in sections 19.6 and 19.8.

19.16 It will 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.

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

19.17 Faculty Members should be assessed taking into account their years of experience. Performance standards may be further defined by the Faculty Evaluation Policy or by other Departmental policies as described in section 19.5.

19.18 The evaluation policy must specify that expectations for a Member's performance must be consistent with the Member's FTE.

### **Curriculum Vitae**

- 19.19 Members are expected to maintain a curriculum vitae, which is updated biennially, that records their scholarly and professional achievements, that may include scholarship related to teaching, and other contributions; and provide a copy of their curriculum vitae to the Chair of each Department and Dean of each Faculty of which the Faculty Member is a member or, in the case of Librarians, to the University Librarian.
- 19.20 A curriculum vitae will be in the form described in the evaluation policy of the Faculty or Department or Libraries. A Member's curriculum vitae is a public document that is to be kept on file in the office of the Faculty Member's Department or the University Librarian's office in the case of a Librarian.

### **Teaching Dossier**

- 19.21 Faculty Members are expected to maintain a teaching dossier, which is updated biennially, that documents their teaching performance, and provide a copy of her or his teaching dossier to the Chair of the Department.

### **Student Evaluations of Teaching Performance**

- 19.22 Evidence of teaching performance will include complete aggregated statistical results of all course experience surveys administered during the period of review, in accordance with the evaluation policy of the Faculty in which the Faculty Member holds an appointment, or the Faculty in which the course is offered, and any relevant Department policies; however, anecdotal or subjective student comments will be included only if the Faculty Member chooses to include them.
- 19.23 In addition to the data specified in section 19.22, evidence of teaching performance 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.
- 19.24 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.

### **Salary Adjustment Evaluation**

- 19.25 Every Faculty and Libraries Evaluation Policy must contain provisions for evaluation for salary adjustment and, in particular, must provide:
- 19.25.1 that Faculty Members, other than Assistant Teaching Professors and Teaching Professors, be evaluated on the criteria listed in sections 19.5.1.1, 19.5.1.2, and 19.5.1.3 in the ratio of 40:40:20 respectively;
- 19.25.2 that Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors be evaluated on the basis of the criteria listed in sections 19.6 and 19.11 in the ratio of 80:20 respectively;
- 19.25.3 that Librarians be evaluated on the criteria listed in section 19.12.1 in a ratio of 80:10:10 respectively; and
- 19.25.4 that Academic Administrators be evaluated on the criteria listed in section 19.14 in the ratio to be fixed between Members and Chair and approved by the Dean or, where the

Member is not in a Department, between the Member and the appropriate Line Authority.

- 19.26 In regards to the evaluation ratio specified in section 19.25, an alternative ratio may be agreed between the Member and the Chair or supervising Librarian in advance for a fixed period, and approved by the Dean or University Librarian. For a Faculty Member, each figure in this alternative ratio must be at least 20. With regard to Chairs, such an agreement is made between the Dean and the Chair and should be made at the time of appointment as Chair to cover the full term of the appointment.
- 19.27 The ratio specified in section 19.25, or the alternative ratio agreed to under section 19.26, is for the purposes of salary evaluation only, and has no relation to workload distribution.
- 19.28 To achieve equity in the evaluation process both within a unit and between units, it is important that the evaluation categories be assessed in a comparable manner. For that purpose, the scores for each of the evaluation categories specified in this section will be assigned on a 0 – 100 scale. Before a Faculty Member’s scores are combined using the 40:40:20 or 80:20 rule, or using another agreed-upon ratio, the score in each category will be adjusted by subtracting a value equal to the average of the scores assigned across the unit for that category less 50.
- 19.29 Salary evaluations will review a Member’s performance in accordance with the following rules:
- 19.29.1 For evaluation purposes related to salary increments, Faculty Members are evaluated according to the criteria described in this section, based on performance over the four years of service preceding January 1 of the year in which the Member is evaluated. Where the Faculty Member has been at the University for less than four years, the Member is evaluated on the basis of the actual years of service, on the basis of performance expectations that are proportionate to the period of review.
- 19.29.2 For evaluation purposes related to salary increments, Librarians are evaluated according to the criteria described in this section, based on performance over the two years of service preceding January 1 of the year in which the Member is evaluated. Where the Librarian has been at the University for less than two years, the Member is evaluated on the basis of the actual years of service, on the basis of performance expectations that are proportionate to the period of review.
- 19.29.3 Where a Faculty Member has been on leave, except leave without salary, for more than one teaching term during the period of review, the review period for purposes of evaluating teaching performance and other contributions is extended by one year.
- 19.29.4 Where a Librarian has been on sick leave, long-term disability, maternity, parental, or adoption leave, compassionate leave, compassionate leave without salary, or special leave for a period of four months or more, the period of review for awarding a CPI and MIs is extended by one year.
- 19.29.5 Where a Member has been on leave without salary, the period of review for awarding a CPI and MIs will not be adjusted and will be the same as provided in section 19.29.1.
- 19.29.6 Where a Member’s duties have shifted unexpectedly and significantly during a year, the Chair and Dean or University Librarian will take this alteration into account in evaluating the Member for salary purposes.

**Biennial Evaluation Process**

- 19.30 Faculty members and librarians are reviewed for CPI and MIs every two years. As a result of the salary review, the faculty member or librarian will receive a salary adjustment effective July 1 in the year of the review and the same adjustment is again applied on July 1 in the next year using the applicable values for the increments in each year except for the MI award for a new appointment as provided in section 19.39.
- 19.31 Faculty Members and Librarians are reviewed by the Unit to which they are appointed or for the case of split appointments by the unit designated at the time of the appointment to be responsible for reviewing the faculty Member or Librarian.
- 19.32 The Faculties, the University Libraries and the Division of Medical Sciences are divided into two groups as follows:

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

- 19.33 Salary reviews for Group A units are undertaken in odd numbered years. Salary reviews for Group B units are undertaken in even numbered years.
- 19.34 Where a Member is on leave at the date for submitting material for salary evaluation purposes, the Member (except a Member on sick leave or long term disability) will be invited to submit material for the salary evaluation on the due date. If the Member cannot or chooses not to submit this material on the due date, then provided the sections regarding return from the leave in question do not provide for salary review, the Member may submit material within one month of his or her return. In that case, the Dean and Chair or University Librarian will evaluate the Member at that time and make a salary adjustment recommendation to the Provost, retroactive to the applicable adjustment date.

**Transition from Annual Evaluation**

- 19.35 All Faculties and the Libraries will conduct an evaluation for CPI and MI effective for 2015.
- 19.36 For the Group A units, the 2015 evaluation determines the salary adjustments for 2015 and 2016; for Group B units, the 2015 evaluation determines the adjustments for that year only and a new evaluation is undertaken in 2016.
- 19.37 Thereafter, Group A and Group B will conduct biennial evaluations in accordance with this Agreement.

**New Appointments**

- 19.38 For purposes of this section, “the first year of appointment” means the period from the first day of appointment of a Faculty Member or Librarian until June 30 of the next calendar year; the second, third and fourth year of appointment means the next three July 1 – June 30 periods.

- 19.39 On July 1 of each of the second and third years of appointment, the Faculty Member's or Librarian's salary will without review be adjusted by the addition of a CPI plus two MI at the value set in this Agreement.
- 19.40 If the Faculty Member or Librarian is in a unit being evaluated in the second year of his or her appointment, the Faculty Member or Librarian will be evaluated with their colleagues in that year, but the resulting CPI and MI decision will only be applied in the fourth year of appointment. Faculty Members or Librarians whose units are evaluated in the third year of appointment will be evaluated with their colleagues in that year and their salary for the fourth year of appointment will be that awarded by that evaluation process.
- 19.41 Thereafter, Faculty Members or Librarians will be evaluated and receive salary adjustments as per the schedule for their units.

## **20. Review of Career Progress**

### **Non-Tenured Faculty Members with Eligibility for Tenure**

- 20.1 Whenever a Faculty Member is appointed with eligibility for tenure, the Department Chair is responsible for providing the Faculty Member with a written statement of current performance expectations with regard to attaining tenure in the Department .
- 20.2 The performance expectations must be developed by the Chair and approved by majority vote of the Department and must be consistent with the Faculty Evaluation Policy. In a Faculty with Departments, the performance expectations must be approved by the Dean.
- 20.3 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.
- 20.4 By May 15 of each year, the Chair of a Department will meet with each non-tenured Faculty Member whose appointment carries eligibility for tenure to discuss:
- 20.4.1 the performance expectations of the Department with regard to attaining tenure as provided under section 20.1;
  - 20.4.2 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;
  - 20.4.3 any concerns that the Chair has with regard to the Faculty Member's performance;
  - 20.4.4 where the Chair identifies any concerns in relation to the Faculty Member's performance, the Chair will identify methods or resources that may assist the Faculty Member to enhance their performance; and
  - 20.4.5 the Faculty Member's research and scholarly activity plan for the forthcoming year.
- 20.5 After the conclusion of the discussion, the Chair of a Department will 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.
- 20.6 The written review will be sent to the Faculty Member by May 31 and a copy of the written review will be placed in the Faculty Member's Official Performance File.

- 20.7 Upon receiving a written annual review, the Faculty Member may send a written response to the Chair who will place the response in the Faculty Member's Official Performance File.
- 20.8 Where a Faculty Member believes that their written performance review is inaccurate or unfair, the Faculty Member may, within 30 days of receiving the written annual review, submit a request for a reassessment to the Chair who prepared the written review. A request for a reassessment will include:
- 20.8.1 a copy of the written performance review;
  - 20.8.2 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
  - 20.8.3 copies of any documents that will support the Faculty Member's assertions.
- 20.9 Upon receiving a copy of the request for a reassessment, the Chair 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 will be sent to the Faculty Member.
- 20.10 Where the Chair 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 can agree upon a suitable reviewer, such person will undertake a review. If agreement cannot be reached with regard to who will undertake the review, the Dean of the Faculty (Vice-President Academic and Provost in the case of a non-departmentalized Faculty) will appoint the reviewer. The function of the reviewer is to review the Faculty Member's performance and determine whether the annual written review contains any inaccuracies or unfair comments that should be corrected.
- 20.11 The reviewer will meet individually with the Faculty Member and the Chair to discuss the content of the annual written review in relation to the Faculty Member's performance.
- 20.12 Where the reviewer concludes that the initial or revised annual written review was accurate and fair, the Faculty Member and the Chair will be informed of this conclusion in writing. Where the reviewer concludes that the initial or revised annual written review was inaccurate or unfair, the reviewer will prepare a written report that identifies the inaccuracies or unfairness. A copy of the reviewer's report will be sent to the Faculty Member and the Chair and a copy of the report will be placed in the Faculty Member's Official Performance File together with a copy of the initial or revised written review.

### **Tenured Faculty Members**

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

### **Assistant and Associate Teaching Professors**

- 20.14 Whenever an Assistant or Associate Teaching Professor is appointed, the Department Chair is responsible for providing the Faculty Member with a written statement of current performance expectations with regard to attaining reappointment in the Department. A copy of the statement will be sent to the Dean of the Faculty.



- 20.15 During the three-year term of an Assistant Teaching Professor's initial appointment or the four-year term of an Associate Teaching Professor initially appointed at that rank, the Chair is required, by May 15 of each year, to conduct a performance review. As part of the review, the Chair of a Department will meet personally with the Assistant or Associate Teaching Professor to discuss:
- 20.15.1 the performance expectations of the Department with regard to attaining reappointment;
  - 20.15.2 the Faculty Member's performance during the preceding 12 months and since their appointment in relation to the performance expectations of the Department;
  - 20.15.3 any concerns that the Chair has with regard to the Faculty Member's performance; and
  - 20.15.4 where the Chair identifies any concerns in relation to the Faculty Member's performance, the Chair will identify methods or resources that may assist the Faculty Member to enhance their performance.
- 20.16 After the conclusion of the discussion, the Chair of a Department will prepare a written review that addresses each of the performance expectations for attaining reappointment. Sections 20.6 – 20.12 inclusive apply to performance reviews of Assistant or Associate Teaching Professors made under this section.

### **Reappointment Terms**

- 20.17 After being reappointed to a four-year term, an Assistant Teaching Professor will receive a performance review by the Chair prior to the end of the second year of the reappointment term.
- 20.18 Upon the request of an Assistant Teaching Professor, or upon the initiative of the Chair, an annual meeting will be held to discuss the Assistant Teaching Professor's career progress.
- 20.19 Upon the request of an Assistant Teaching Professor, or upon the initiative of the Chair, the latter will provide the Faculty Member with a written summary of the discussion.
- 20.20 Sections 20.6 – 20.7 apply to any performance review conducted under section 20.17.
- 20.21 If an Assistant Teaching Professor requests a performance review in the third year of a reappointment term, sections 20.8 – 20.12 inclusive apply.
- 20.22 If an Assistant Teaching Professor requests a reassessment after a performance review in the third year of a reappointment term, this reassessment will, at the request of the Assistant Teaching Professor, include any performance reviews made during that term of reappointment.

### **Librarians**

- 20.23 A Librarian and their supervising Librarian will meet annually to discuss the Librarian's performance based on the evaluation policy for Librarians.
- 20.24 Within 10 working days after the meeting, the supervising Librarian will give a written evaluation of the Librarian's performance to which the Librarian may respond in writing.
- 20.25 A copy of the written evaluation and any response will be placed in the Librarian's Official Performance File.
- 20.26 Any forms and procedures used in annual evaluations will be consistent with the evaluation policy for Librarians as provided for in section 19.12 and will be developed and revised by mutual agreement between the University Librarian and the Librarians.

## **Academic Administrators**

20.27 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.

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

### **Official Performance File**

- 21.1 Where the performance of a Member is being evaluated for the purpose of reappointment, tenure, promotion, removal of probationary status (Librarian), or salary, the only documents and information that may be considered are documents or information that are contained or deemed by section 21.4 to be contained in the Member's Official Performance File, and documents or information submitted by the Member.
- 21.2 A Member's Official Performance File will be kept and maintained: in the case of a Faculty Member, in the office of the Chair of the Member's Department; and in the case of a Librarian, in the office of the University Librarian.
- 21.3 The Official Performance File of a Member must contain only documents and information that pertain to the evaluation of the Member for the purpose of reappointment, tenure, promotion, removal of probationary status (Librarian), or salary. Examples of information that pertains to evaluation for these purposes include:
- 21.3.1 the Member's curriculum vitae;
  - 21.3.2 recommendations with regard to reappointment, tenure or promotion of a Faculty Member made by a departmental committee, the University Academic Appointments Committee, Appointments Committee, Dean or the President of the University including all documents specified in the list of documents provided to the candidate with the departmental recommendation;
  - 21.3.3 recommendations with regard to promotion of a Librarian made by the University Libraries ACRP or by the University Librarian;
  - 21.3.4 recommendations for salary adjustments by a Chair, Director, Dean, University Librarian or the Vice-President Academic and Provost, including decisions by the Vice-President Academic and Provost with regard to a Member's request for a salary review;
  - 21.3.5 an evaluation of a Librarian;
  - 21.3.6 an annual review of a Faculty Member and any response to it;
  - 21.3.7 reports with regard to the Member by a tribunal appointed under the Harassment Policy; the Policy on Scholarly Integrity; or any other University policy.
- 21.4 A Member's Official Performance File will be deemed to include any publications of the Member that are referred to in the Member's curriculum vitae, without the need to physically include a copy in the Official Performance File, and a Faculty Member's teaching dossier.
- 21.5 Each document and other forms of information contained in the Official Performance File will identify the author or creator of the document or information except where a summary is authorized by section 21.11.

- 21.6 A Member's Official Performance File will not include anonymous letters, documents or information, except those specified in sections 19.22 – 19.24, whose authors or creators are not identified; records of disciplinary action; letters, documents or information with regard to any complaint that, after investigation, and any hearing or appeal, has been resolved in favour of the Member; or letters, documents or information with regard to any complaint that has been determined not to require investigation or has not been investigated.
- 21.7 At the conclusion of any consideration of the Member for reappointment, continuing status, promotion, tenure, or removal of probationary status of a Librarian, any documents created specifically for or as a result of that process, such as letters of reference and reports of committees, will be removed from the Member's Official Performance File and retained in accordance with the unit's policy in the Personnel File in the unit. Nothing in this section precludes a Member from including in their Official Performance File, on any subsequent consideration, any of these documents. The final recommendation will be retained in the Official Performance File.

### **Personnel File**

- 21.8 All documents related to the Member's employment status or performance that are not included in the Official Performance File, and that are retained by the University administration, regardless of their location, will be deemed to constitute the Member's Personnel File. Any record of disciplinary action taken under section 58 will be removed upon request of the Member, or, if no request is made, will be deemed to be removed from the Personnel File after two 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 two-year period. The information contained in these files will not be used in the evaluation of a Member, except as specified in section 58.6 for the purpose of reappointment, tenure, promotion, removal of probationary status (Librarian), or salary adjustment. A Member's Personnel File will not include anonymous letters or un-attributed documentation.
- 21.9 Any material relating to the application of section 58 will be removed from the Personnel File in accordance with that section.

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

- 21.10 Members have the right, during normal business hours, and upon reasonable notice, to examine the entire contents of their Official Performance File and Personnel File referred to in this section except for confidential letters of reference and confidential interview reports.
- 21.11 With regard to confidential letters of reference and confidential interview reports, the Member is entitled either to a copy of the body of the letter with the letterhead and the signature of the writer removed or, if the writer could still be identified, a summary of the letter prepared in a manner that is unlikely to disclose the identity of the author.
- 21.12 A Member making a request to examine their Personnel File must produce identification, if requested, that is satisfactory to the custodian of the file and the examination will be carried out in the presence of the custodian.
- 21.13 A Member may not remove any of the contents when inspecting their Official Performance File or Personnel File.
- 21.14 A Member has the right, on written request, to obtain a copy of any document in their Official Performance File or Personnel File subject to section 21.11. Such copies will be provided free of charge.

- 21.15 A Member's Official Performance File is confidential to the Chair of the Member's Department, Dean of the Member's Faculty, University Librarian in the case of a Librarian, Associate Vice-President Faculty Relations and Academic Administration, Associate Vice-President Academic Planning, Vice-President Academic and Provost, President, and their respective administrative and secretarial staff.
- 21.16 A Member's Personnel File is confidential to staff members in the Department of Human Resources, and the relevant University administrators listed in section 21.15.
- 21.17 The Member's Official Performance File and Personnel File referred to in this section are not open to other persons except with the written permission of the Member.

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

- 21.18 A Member may challenge the inclusion or exclusion of documents in either of the Member's official files referred to in this section. The Member has the right to include in their official files a statement commenting on the accuracy of any documents in the file. The Chair, Dean and the University Librarian have the responsibility and authority to remove documents. For any portion of the Member's Personnel File kept in the Department of Human Resources, the Associate Vice-President Human Resources has the responsibility and authority to remove documents; for any portion of the Member's Personnel File kept in the office of the Vice-President Academic and Provost, the Associate Vice-President Faculty Relations and Academic Administration has the responsibility and authority to remove documents.

## **22. Reappointments**

### **Assistant Professor**

- 22.1 An Assistant Professor who holds an appointment with eligibility for tenure is eligible for reappointment for a term that does not extend beyond the year in which the Faculty Member must formally be considered for tenure.
- 22.2 An Assistant Professor is evaluated for reappointment on the basis of:
- 22.2.1 teaching effectiveness since being appointed to the University;
  - 22.2.2 scholarly achievements during their career; and
  - 22.2.3 service and professional activities since being appointed to the University.
- 22.3 An Assistant Professor under consideration for reappointment must demonstrate that the candidate is making reasonable progress toward meeting the written expectations of their Department with regard to the granting of tenure.
- 22.4 Where an application for reappointment by an Assistant Professor with eligibility for tenure is unsuccessful, the Faculty Member will be offered a terminal appointment for one year.

### **Assistant Teaching Professor**

- 22.5 An Assistant Teaching Professor is eligible to be reappointed for a term of four years.
- 22.6 An Assistant Teaching Professor is evaluated for reappointment on the basis of:
- 22.6.1 teaching effectiveness; and
  - 22.6.2 other contributions.

- 22.7 An Assistant Teaching Professor under consideration for reappointment must demonstrate that the candidate has met or exceeded the written expectations of their Department and continues to demonstrate superior teaching effectiveness. Where this is achieved, there is an expectation of reappointment.
- 22.8 Where an application for reappointment by an Assistant Teaching Professor is unsuccessful, the Faculty Member will be offered a terminal appointment for one year.
- 22.9 At the time of the second reappointment, an Assistant Teaching Professor must be considered for a continuing appointment.
- 22.10 Before a continuing appointment is granted, an Assistant Teaching Professor must be reviewed by the departmental committee that considers reappointments and be recommended by the Dean as having met the standard for evaluation set out in section 22.7. The Assistant Teaching Professor must include in their teaching dossier evidence of two recent peer reviews of teaching. The provisions of section 41 apply.
- 22.11 If a continuing appointment is not granted to the Assistant Teaching Professor who must be considered for a continuing appointment under section 22.9, the Assistant Teaching Professor will be granted a one-year terminal contract after which time the Assistant Teaching Professor's employment with the University will cease.

#### **Associate Teaching Professor**

- 22.12 Where a Faculty Member is appointed at the rank of Associate Teaching Professor, they must be considered for a continuing appointment in the final year of the initial appointment term.
- 22.13 An Associate Teaching Professor is evaluated for a continuing appointment on the basis of:
- 22.13.1 teaching effectiveness; and
  - 22.13.2 other contributions.
- 22.14 An Associate Teaching Professor under consideration for a continuing appointment must demonstrate that the candidate has met or exceeded the written expectations of their Department and continues to demonstrate excellence in teaching performance. Where this is achieved, there is an expectation of continuing appointment.
- 22.15 Before a continuing appointment is granted, the Associate Teaching Professor must be reviewed by the departmental committee that considers reappointments and be recommended by the Dean as having met the standard for continuing appointment for their Department. The Associate Teaching Professor must include in their teaching dossier evidence of two recent peer reviews of teaching.
- 22.16 An Associate Teaching Professor who is being considered for a continuing appointment may also apply for promotion to Teaching Professor with tenure under section 25, but the Faculty Member will only be considered for promotion if the Faculty Member requests it. An Associate Teaching Professor may be awarded a continuing appointment even if their application for Teaching Professor with tenure is unsuccessful and may apply again for promotion in a later year.
- 22.17 Where an application for continuing appointment by an Associate Teaching Professor is unsuccessful, the Faculty Member will be offered a terminal appointment for one year.

### **Limited-Term Appointment**

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

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

22.19.1 the reappointment is within the circumstances described in section 17.19 or 17.20;

22.19.2 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

22.19.3 in the case of a Limited-Term appointee who has been primarily engaged in research:

22.19.3.1 the research and scholarly achievements have met the expected standards of the Department or Faculty in which the person has held an appointment; and

22.19.3.2 the requisite funds, resources and physical space will be available to continue the research.

### **Limited-Term Librarians**

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

### **Artist-In-Residence**

22.21 An Artist-in-Residence, whose performance meets or exceeds the expected standards, has an expectation of reappointment.

22.22 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 section 22.21 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.

22.23 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 will 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 an expectation of reappointment and subsequent reappointments will be effected in accordance with section 22.22. The provisions of section 41 apply.

### **Academic Administrators**

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

22.25 Where the Academic Administrator is appointed to an academic Department, the 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.

22.26 After being reappointed for a second time, the Academic Administrator will hold a continuing appointment. The continuing appointment may be terminated in accordance with section 58, by resignation or retirement, or by written notice of termination given by the University. The period of notice will 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.

## **23. Tenure**

- 23.1 Only those Faculty Members whose notice of appointment provides that they are appointed with eligibility for tenure may apply for tenure.
- 23.2 Assistant and Associate Teaching Professors may not apply for tenure but will be granted tenure in accordance with section 25.6 upon promotion to Teaching Professor.
- 23.3 The workload assignment and study leave of a Teaching Professor with tenure are the same as those of an Assistant or Associate Teaching Professor with a continuing appointment. The title of Teaching Professor with tenure does not entitle a Member to a term free of teaching.
- 23.4 A Member with eligibility for tenure whose appointment has been part-time will be evaluated in accordance with the following standards and expectations:
- 23.4.1 The quality of the scholarship will 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 will be in proportion to the scholarly activity expected from a person with a full-time appointment.
  - 23.4.2 The standard for teaching performance will be the same as that of a person holding a full-time appointment.
  - 23.4.3 The quality of the other contributions will 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 will be in proportion to the extent of other contributions expected from a person with a full-time appointment.
- 23.5 Where a Faculty Member is considered for tenure in the final year of eligibility for tenure and is denied tenure, the Faculty Member will be offered a terminal appointment for one year.

### **Deadlines for Consideration and Application for Tenure**

- 23.6 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.
- 23.7 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.
- 23.8 An Associate Professor or Professor with eligibility for tenure will be considered for tenure not later than the fourth year in this rank at the University.
- 23.9 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.

- 23.10 A Faculty Member may apply for tenure before the deadline specified in section 23.6 or 23.8.
- 23.11 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.
- 23.12 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 eligible.
- 23.13 A Faculty Member may withdraw an application for tenure made under this section at any time before the Dean makes their recommendation with regard to the application for tenure.

### **Standards for Granting Tenure**

- 23.14 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 in which the applicant holds an appointment.

### **Assistant Professor**

- 23.15 To become tenured, an Assistant Professor with eligibility for tenure must demonstrate a record of performance that meets or exceeds the written expectations of their Department that are in accord with the evaluation policy of the Faculty in which the Faculty Member holds an appointment and continued development with regard to each of:

23.15.1 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; 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 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

23.15.2 the capacity to attain the standards to become a tenured Associate Professor.

- 23.16 The departmental committee will 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 will recommend that the Faculty Member be granted tenure and be promoted to Associate Professor.

### **Associate Professor**

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

23.17.1 teaching; and

23.17.2 service and professional activities that further the goals of the University and the Faculty Member's academic discipline.



## **Professor**

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

23.18.1 teaching; or

23.18.2 scholarship that has attained recognition at a national or international level.

## **24. Probationary Status: Librarians**

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

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

24.2.1 the candidate has held limited-term appointments in the Libraries performing duties similar to those of the position being filled during at least three of the last five years, including the year immediately prior to the initial regular Librarian appointment; or

24.2.2 the Appointments Advisory Committee determines that the candidate, at a minimum, has exceeded the qualifications for appointment in Librarian ranks (sections 17.28 - 17.31, depending on the rank of the appointment) and has had a consistently outstanding record of performance as a Librarian for more than ten years.

24.3 Subject to section 17.28, successful completion of a period of probationary status will result in a recommendation to remove probationary status and to grant a confirmed regular Librarian appointment.

24.4 Failure to receive a recommendation to remove probationary status as described in this section will result in a notice of intent to terminate employment.

### **Evaluation Procedures**

24.5 The evaluation of a Librarian on probation will be based on the Librarian's professional performance under section 19.12.1.1.

24.6 Evaluation of a Librarian on probation will be mandatory at 12 months and 18 months following their initial appointment date.

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

24.8 Evaluations will be made by the Librarian's supervising Librarian, who will send to all Librarians a written request for comments relating to the professional performance of the Librarian being evaluated. The request will state that the comments must be received in writing and that the comments will be included in the Official Performance File of the Librarian being evaluated. If the writer expressly states that the comment has been given in confidence, the comment will be treated as a confidential letter of reference in accordance with section 21.11. After the evaluation is completed, the comments will be treated as letters of reference in accordance with section 21.7.

- 24.9 The supervising Librarian will inform the Librarian being evaluated of the Librarian's right to request assessments from Librarians or Faculty Members of the Librarian's choice and to have those assessments included in the Official Performance File in accordance with the provisions of section 21.1.
- 24.10 The supervising Librarian and the Librarian on probation will meet to discuss all aspects of the Librarian's professional performance. The supervising Librarian will provide the Librarian being evaluated with copies of the comments received in accordance with sections 24.8 and 24.9, or with a summary thereof where authorized by section 24.8. Where appropriate, the supervising Librarian will advise the Librarian of ways in which performance can be improved.
- 24.11 Following the meeting with the Librarian on probation, the supervising Librarian will prepare a written evaluation based on: the discussion at the meeting; the comments received pursuant to sections 24.8 and 24.9; and other documentation in the Official Performance File of the Librarian on probation. The evaluation will be sent to the University Librarian and to the Librarian being evaluated. The evaluation will state clearly that it is favourable or unfavourable and will include any specific advice with regard to improving the Librarian's performance that was offered by the supervising Librarian at the meeting.
- 24.12 Within seven working days after receiving the evaluation, the Librarian being evaluated may send a written response to the supervising Librarian. Any written response will be included in the Official Performance File together with the written evaluation and becomes part of the documentation of the evaluation.

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

- 24.13 If an evaluation at 12 or 18 months is unfavourable, another evaluation will be done three months later. If the second, consecutive evaluation is also unfavourable, the supervising Librarian will forward a recommendation, with reasons, to the Advisory Committee on Ranks and Promotions (ACRP) not to remove the probationary status of the Librarian being evaluated. This recommendation may result in a request to issue a notice of intent to terminate employment under sections 24.23 or 24.24. The supervisor will provide a copy of the recommendation to the Librarian being evaluated.
- 24.14 If an evaluation at 18 or 21 months is favourable, the supervising Librarian will forward a recommendation, with reasons, to the ARCP to remove the probationary status of the Librarian being evaluated. The supervising Librarian will provide a copy of the recommendation to the Librarian being evaluated.

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

- 24.15 Where the ACRP receives a recommendation pursuant to section 24.13 or 24.14, it will review the supervising Librarian's recommendation, the comments received pursuant to sections 24.8 and 24.9 and the Official Performance File of the Librarian on probation.
- 24.16 The ACRP will advise the University Librarian as to whether the supervising Librarian's recommendation constitutes a sound and unbiased evaluation of the Librarian on probation. It will confirm the supervising Librarian's recommendation unless it finds that the supervising Librarian made a serious error in procedure that materially affected the recommendation, or that a reasonable apprehension of bias exists with respect to the recommendation, or that the recommendation was clearly unreasonable in light of the facts and the relevant criteria being applied.

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

### **University Librarian**

- 24.19 The University Librarian will review all recommendations regarding the removal of probationary status.
- 24.20 If the University Librarian accepts a recommendation to remove probationary status, they will forward a recommendation to the Vice-President Academic and Provost with a copy to the Librarian being evaluated recommending that:
- 24.20.1 In the case of a Librarian I, probationary status be removed and a confirmed regular Librarian appointment at the rank of Librarian II become effective upon the completion of the probationary period specified in the letter of appointment; and
- 24.20.2 In the case of a Librarian II, III or IV, probationary status be removed and a confirmed regular Librarian appointment become effective upon the completion of the probationary period specified in the letter of appointment.
- 24.21 If the University Librarian does not accept a recommendation, the University Librarian will meet with the supervising Librarian and the ACRP to discuss the disagreement:
- 24.21.1 If this procedure results in agreement, the University Librarian and the supervising Librarian will forward a joint recommendation to the Vice-President Academic and Provost; but
- 24.21.2 If there is no resolution of the disagreement, the University Librarian will forward to the Vice-President Academic and Provost the supervisor's recommendation, the advice of the ACRP, all the documentation of the evaluation, and the University Librarian's dissenting opinion; and
- 24.21.3 The Vice-President Academic and Provost will make a recommendation to the President.
- 24.22 If the University Librarian accepts a recommendation not to remove probationary status, the University Librarian will forward the recommendation to the Vice-President Academic and Provost with a request to issue a notice of intent to terminate the employment of the Librarian being evaluated. The University Librarian will provide a copy of the recommendation to the Librarian being evaluated.

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

- 24.23 Subject to a grievance under section 59.23 - 59.25, notice of intent to terminate the employment of a Librarian on probation prior to the expiry of the probationary period under section 24.13 will be given in writing by the University to the Librarian no less than two months prior to the proposed date of termination.
- 24.24 Subject to a grievance under section 59.23 - 59.25, notice of intent to terminate the employment of a Librarian at the end of a probationary period will be given in writing by the University to the Librarian no less than two months prior to the expiry of the probationary period. Failure to

provide the specified notice will entitle the Librarian to an extension of the appointment for two months or, at the option of the University, to the equivalent salary.

- 24.25 A decision not to remove probationary status made in accordance with this section is not regarded as discipline or dismissal.

## **25. Promotion: Faculty Members**

### **Promotion to Associate Professor**

- 25.1 An Assistant Professor under consideration for promotion to Associate Professor must meet or exceed the standards specified in section 23.17 for a tenured Associate Professor. An Assistant Professor who is promoted to Associate Professor is granted tenure.

### **Promotion to Professor**

- 25.2 An Associate Professor who applies for promotion to Professor must demonstrate performance that meets or exceeds the standards specified in section 23.18 for a tenured Professor. An untenured Associate Professor who is promoted to Professor is granted tenure.

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

- 25.3 An Assistant Teaching Professor may apply for promotion to Associate Teaching Professor at the time of second reappointment or in any year thereafter. An Assistant Teaching Professor may not apply for promotion to Associate Teaching Professor earlier than the date for second reappointment unless, in the letter of offer, the Assistant Teaching Professor has been granted years of credit toward promotion based upon previous teaching experience at another post-secondary institution.
- 25.4 Promotion to Associate Teaching Professor of an Assistant Teaching Professor who does not have a continuing appointment confers a continuing appointment, but an Assistant Teaching Professor may be granted a continuing appointment without promotion.
- 25.5 To become an Associate Teaching Professor, the Assistant Teaching Professor must have the appropriate academic credentials or evidence of appropriate professional achievement and must demonstrate:
- 25.5.1 excellence in teaching;
  - 25.5.2 initiative in the development or delivery of the academic program of the Assistant Teaching Professor's unit or the University; and
  - 25.5.3 service and professional activities that further the goals of the University and the Assistant Teaching Professor's discipline.

### **Promotion to Teaching Professor**

- 25.6 An Associate Teaching Professor may apply for promotion to Teaching Professor during the fourth year of holding the rank of Associate Teaching Professor or in any year thereafter. The workload assignment and study leave of a Teaching Professor with tenure are the same as those of an Assistant or Associate Teaching Professor with a continuing appointment. The title of Teaching Professor with tenure does not entitle a Member to a term free of teaching. An Associate Teaching Professor who is promoted to Teaching Professor is granted tenure.
- 25.7 To become a Teaching Professor, an Associate Teaching Professor must have the appropriate academic credentials or evidence of appropriate professional achievement and must demonstrate:

- 25.7.1 a record of outstanding achievement in teaching; and
  - 25.7.2 either scholarship related to teaching that has attained national or international recognition, or substantial leadership in the improvement of teaching in the Associate Teaching Professor's Department or in the University; and
  - 25.7.3 service and professional activities that further the goals of the University and the Associate Teaching Professor's discipline.
- 25.8 An Assistant Teaching Professor who has, as of July 1, 2014, a continuing appointment as an Assistant Teaching Professor may apply directly for promotion to Teaching Professor with tenure without first being granted promotion to Associate Teaching Professor, provided:
- 25.8.1 they do not apply for promotion to Teaching Professor before their eleventh year of service in the rank of Assistant Teaching Professor; and
  - 25.8.2 the application is made prior to June 30, 2019.

**Right of Withdrawal**

- 25.9 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.

<b>26. Promotion: Librarians</b>
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- 26.1 Promotion, or advancement in rank, is not automatic. It is based on an appraisal of performance of a Librarian in relation to the specifications for each rank. Assumption of increased administrative responsibility will not necessarily result in advancement in rank, nor will such advancement depend solely on the assumption of administrative responsibility.
- 26.2 For probationary appointments at the rank of Librarian I, promotion to the rank of Librarian II is recommended to the Vice-President Academic and Provost by the University Librarian upon satisfactory completion of the probationary period specified in the letter of appointment.
- 26.3 A person holding a regular, confirmed 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.
- 26.4 A person holding a regular, confirmed 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.
- 26.5 A Librarian with a regular, confirmed appointment may apply for promotion to Librarian III or IV before the completion of years of service specified in sections 26.3 or 26.4. In that case, the application may be granted only upon demonstration of exceptional performance, which may include the holding or attainment of additional relevant degrees or academic qualifications. Degrees or qualifications which were the basis for promotion or appointment to a lower rank will not be considered in this respect.
- 26.6 For purposes of calculating years in rank in sections 26.3 or 26.4, a Librarian appointed to the University or promoted between July 1 and March 31 will be deemed to have been appointed or promoted on the previous July 1, and a Librarian appointed or promoted between April 1 and June 30 will be deemed to have been appointed or promoted on the following July 1.

### **Standards for Promotion**

- 26.7 A Librarian holding the rank of Librarian II who applies for promotion to Librarian III requires:
- 26.7.1 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
  - 26.7.2 regular and substantive involvement in scholarship and professional activities and service.
- 26.8 A Librarian holding the rank of Librarian III who applies for promotion to Librarian IV requires:
- 26.8.1 a high level of professional expertise and an excellent record of professional performance at the Librarian III level;
  - 26.8.2 a significant and sustained contribution over a substantial period of time in scholarship and professional activities and in service, and
  - 26.8.3 evidence of initiative, leadership, creativity, and the ability to perform independently in professional activities of a complex nature.

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

- 26.9 An Advisory Committee on Ranks and Promotions (ACRP) consisting of five Librarians holding confirmed regular Librarian appointments will 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 ACRP will consist of:
- 26.9.1 three Members to be elected by Librarians holding confirmed regular Librarian appointments, for staggered three-year terms; and
  - 26.9.2 two Librarians to be appointed by the University Librarian for staggered two-year terms.
- 26.10 Librarians in excluded positions are not eligible to vote or be elected to the ACRP, but may be appointees of the University Librarian. In making appointments to the ACRP, the University Librarian will give consideration to the representative nature of the committee with a view to achieving as fair a balance as possible in the representation of service and the administrative levels of the Library.
- 26.11 The ACRP will select one of its members to chair its meetings.
- 26.12 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 ACRP and may only speak on matters regarding procedure and not on the suitability of a candidate for promotion.
- 26.13 The University Librarian has the right to attend meetings of the ACRP as an observer, but in such cases may only speak on matters regarding procedure and not on the suitability of a candidate for promotion.
- 26.14 In the event that a member of the ACRP has a conflict of interest or there is an apprehension of bias on any matter being considered by the ACRP, that member will withdraw from the ACRP for the course of those deliberations. An elected member will be replaced by another Librarian selected by the ACRP. An appointed member will be replaced by another appointee of the University Librarian.

26.15 All decisions of the ACRP will be made by secret ballot and will be by vote of the majority. All discussions by members of the ACRP are confidential. Members of the committee must not disclose or discuss the committee proceedings, opinions expressed during the committee proceedings, or the committee's recommendations, except as otherwise provided in this Agreement, or as required by law.

### **Application for Promotion**

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

26.16.1 a current curriculum vitae;

26.16.2 a statement from the candidate in support of the application that will be based on the relevant standards for promotion in sections 26.7 or 26.8;

26.16.3 the names of not less than three referees, one of whom, in the case of an application for Librarian IV, will be from outside the University Libraries; and

26.16.4 other documentation which the candidate wishes to have considered.

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

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

### **Advisory Committee Procedure**

26.19 The ACRP will consider:

26.19.1 all documentation included with the application;

26.19.2 letters of reference from at least three referees named by the candidate; and

26.19.3 at its discretion, additional letters of reference from referees selected by the ACRP.

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

26.20.1 evaluation reports and other documents related to professional performance, scholarship and professional activities, service; and

26.20.2 where applicable the candidate's written comments on any of the documents.

26.21 At least ten days prior to a meeting at which the candidate's application will be considered, the ACRP will provide the candidate with a list of all the documents, other than those included with or referred to in the candidate's application, that the ACRP will consider in relation to the application. If requested by the candidate, within three working days the chair of the ACRP will provide the

candidate with a copy of any document on the list, except for a confidential letter of reference. In the case of such a letter, a summary of the letter that does not disclose the author will be provided to the candidate unless the author was informed when the letter was solicited that the letter might be made available to the candidate and attributed to the author, and the author has agreed.

- 26.22 The ACRP may request and consider additional documents that the ACRP considers relevant to the application, but must provide a copy of any such document to the candidate at least three working days prior to the meeting of the ACRP at which the document will be considered.
- 26.23 A candidate may submit a written response to the complete list of documents mentioned in section 26.21 to the chair of the ACRP not later than five working days after receiving the list of documents. A candidate may submit a written response to any additional documents mentioned in section 26.22 to the chair of the ACRP not later than three working days after receiving a copy of such a document. The chair of the ACRP will provide a copy of any written response from the candidate to each member of the ACRP prior to a meeting at which the documents to which the response relates will be considered.
- 26.24 The ACRP will interview the candidate. The ACRP may conduct other interviews it considers relevant. At least five days before any such interviews are held, the ACRP must inform the candidate as to when the interviews will be held and who will be interviewed. To be eligible to vote, a member of the ACRP must have been present for any meeting between the committee and the candidate, and all of the committee's deliberations concerning a candidate.
- 26.25 The ACRP will apply the relevant standards for promotion in sections 26.7 and 26.8 and the criteria in section 19.12 in assessing the application and will forward a written recommendation, together with reasons and all relevant documentation, to the University Librarian by April 1. A copy of the written recommendation will be sent to the candidate by the ACRP.

### **University Librarian**

- 26.26 The University Librarian is not bound by either a positive or negative recommendation of the ACRP, but must make a separate recommendation which must include reasons and which must be forwarded to the Vice-President Academic and Provost together with the recommendation of the ACRP by April 15.
- 26.27 The University Librarian must send the recommendation, including reasons, to the candidate and to the ACRP within five days of receiving the ACRP's recommendation where the University Librarian's recommendation is to deny promotion or by April 20 if the recommendation is in favor of promotion.

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

- 26.28 Where the Vice-President Academic and Provost receives a recommendation from the University Librarian, the Vice-President Academic and Provost will notify the candidate and the University Librarian by May 15 if the promotion has been denied. A successful candidate will be notified in writing by May 15 or as soon thereafter as may be practical.
- 26.29 Where the Vice-President Academic and Provost does not accept a recommendation that a candidate be promoted, the Association may grieve the decision pursuant to the provisions of the section 59 and any arbitration resulting from the grievance will be referred in accordance with sections 59.23 – 59.25.



## **27. Duties And Responsibilities**

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

- 27.1 Each Academic Unit must have a written Standard for the Distribution of Duties and Responsibilities of Faculty Members (hereafter, the “Standard”), and must review the Standard, and amend it as required, within six months of every renegotiation of this Agreement to ensure that that the academic objectives and mandate of the unit are achieved.
- 27.2 The Standard will describe the norm for Faculty Members holding tenured, tenure-track, Assistant Teaching Professor, Associate Teaching Professor, Artist-in-Residence and Limited-Term appointments.
- 27.3 The Standard may incorporate or refer to the evaluation policy of the Faculty that is developed under section 19.5.
- 27.4 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.
- 27.5 The Standard must address such matters as the number of course units normally taught by a Faculty Member in the unit; the normal duties and responsibilities for a Faculty Member’s involvement in the laboratories or other components associated with courses; and 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.
- 27.6 Should the Dean find that a unit’s Standard will not enable the unit to meet its academic objectives and mandate, the Dean will refer it back to the unit for revision, together with written reasons.
- 27.7 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.

### **Standard for Librarians**

- 27.8 The University Libraries must have a written Standard for the Distribution of Duties and Responsibilities for Librarians (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.
- 27.9 The Standard for Librarians may incorporate or refer to the evaluation policy for Librarians that is developed under section 19.12.
- 27.10 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.
- 27.11 The Standard for Librarians must address such matters as the length of a normal work week, averaged over one year, and normal scheduling practices.
- 27.12 Should the University Librarian find the Standard for Librarians will not enable the University Libraries to meet their service obligations, the University Librarian will refer it back to the Librarians for revision with written reasons.

27.13 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.

**Assignment of Duties: Faculty**

27.14 Within each Academic Unit, the duties and responsibilities of Members will be equitably distributed to achieve the academic objectives and mandate of the unit.

27.15 The duties and responsibilities of tenured, tenure-track, Artists-in-Residence and Limited-Term Faculty Members include teaching duties and responsibilities as described in the Standard of each Academic Unit, scholarship, research, and professional activities, and academic and administrative duties described in the Standard.

27.16 The duties and responsibilities of Assistant Teaching Professors and Associate Teaching Professors include teaching duties and responsibilities as described in the Academic Unit's Standard and academic and administrative duties and responsibilities as described in the Standard.

27.17 The Chair of a Department has the responsibility for assigning the duties and responsibilities specified in section 27.15 (other than scholarship and research) and section 27.16. A Chair will 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:

27.17.1 the academic objectives and mandate of the Academic Unit;

27.17.2 the Standards of the unit determined under section 27.1;

27.17.3 the duties and responsibilities assigned to a Faculty Member in previous years;

27.17.4 a Faculty Member's administrative and other contributions outside the Faculty Member's unit;

27.17.5 a Faculty Member's program of research and scholarship;

27.17.6 other relevant factors, such as preparation of new courses, the level and type of courses, and the location of courses (on or off campus);

27.17.7 the legal duty and need to accommodate on compassionate grounds; and

27.17.8 the responsibilities of the Academic Unit to contribute to the University community.

27.18 A Faculty Member's assigned duties and responsibilities under this section will be determined by the Chair after consultation with the Faculty Member.

27.19 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 themselves primarily to research and scholarship and to take their annual vacation. During the research term the Chair of a Department will not assign the teaching of any course to the Faculty Member except in special circumstances and with the agreement of the Faculty Member and will not assign administrative duties to the Faculty Member except with the agreement of the Faculty Member or where due to academic or administrative requirements of the unit the administrative duties must be performed during that term.

27.20 The Chair will notify Faculty Members of the proposed teaching assignments across the unit at least four months in advance of the commencement of such assignments. In case of any concerns, Faculty Members and the Chair will use their best efforts to resolve concerns regarding the proposed teaching assignments. The Chair 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.

- 27.21 After the courses to be taught have been assigned to a Faculty Member, alterations to teaching assignments will be made only in unusual or unanticipated circumstances and, where possible, in consultation with the Faculty Member.
- 27.22 Teaching courses above the Standard for the unit on an extra-to-load basis is limited to extraordinary circumstances or where there is a crucial need. Where the 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 will not reduce the Faculty Member's obligation to fulfill assigned duties and responsibilities or scholarship and research responsibilities.
- 27.23 The Chair will 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 section 27.17.
- 27.24 The assigned duties and responsibilities for part-time Faculty Members in an Academic Unit will be in accordance with the FTE value of the appointment.
- 27.25 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 sections 27.15 and 27.16 is balanced and equitable.

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

- 27.26 The duties and responsibilities of Librarians include organizing, managing and facilitating access to library resources; providing reference, consultative, instructional and research services; developing, organizing, and maintaining the Libraries' collections and information systems; developing and maintaining archival acquisition strategies and archival records management frameworks; managing human and financial resources and contributing to library administration.
- 27.27 The duties and responsibilities of a Librarian specified in section 27.26 will be assigned by the Librarian's supervising Librarian or the person to whom the Librarian reports after consultation with the Librarian. The assignment will be based on:
- 27.27.1 the service obligations of the University Libraries to the University;
  - 27.27.2 the Standard for Librarians as determined under section 27.8;
  - 27.27.3 the Librarian's position description;
  - 27.27.4 the Librarian's University service;
  - 27.27.5 other relevant factors, such as special projects of limited duration assigned by the supervisor or University Librarian; and
  - 27.27.6 the legal duty and/or need to accommodate on compassionate grounds.

- 27.28 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 section 27.26 is equitable.
- 27.29 Using the criteria in section 27.27, the University Librarian will review the assignment of duties and responsibilities among Librarians and has the responsibility of ensuring that duties and responsibilities are distributed equitably among Librarians.
- 27.30 A Librarian and their supervising Librarian or the University Librarian, as appropriate, will meet to discuss the assignment of the Librarian's duties and responsibilities at least once each year and will use their best efforts to resolve any concerns regarding the assigned duties and responsibilities.
- 27.31 The assigned duties and responsibilities for part-time Librarians will be in accordance with the FTE-value of the appointment.
- 27.32 When duties become available, and are to be assigned to a Librarian, the University Librarian will provide the members of the AAC, including the alternate member, with a written description outlining the proposed duties and responsibilities, and the proposed period of time for the assignment.
- 27.33 When the period of time is proposed to be for at least one year, the University Librarian will indicate whether, with reference to section 27.35, the duties involve substantial responsibilities, or not.
- 27.34 With reference to section 27.35 the members of the AAC will determine whether or not they agree with the University Librarian's determination regarding the substantial (or not substantial) nature of the proposed assignment of duties and responsibilities. If the AAC and the University Librarian do not agree on whether the responsibilities are substantial or not, the AAC and the University Librarian will meet to discuss the issue and come to consensus.
- 27.35 In assessing whether duties to be assigned involve "substantial responsibilities" under sections 27.33 and 27.34, consideration will be given to the scope of areas of duties assigned to a Librarian; the impact of the duties on the organization; any change(s) in the reporting relationship(s); and whether there are significant additions to existing duties.
- 27.36 When duties are to be assigned to a Librarian for a period of at least one year, and the University Librarian and the AAC have agreed that the duties involve substantial responsibilities, the AAC will advise all Librarians of the assignment, and circulate the written description. A search will be conducted, and the provisions of section 18 will apply, except for the requirement to advertise.
- 27.37 When duties are to be assigned to a Librarian for a period of less than one year, or the proposed assignment is determined by the University Librarian and the AAC to be not substantial, as delineated in section 27.35, the AAC will advise all Librarians of the assignment. Librarians will have the opportunity to self-nominate for the new assignment by submitting a one-page expression of interest directly to the University Librarian, outlining their interest in the assignment or reassignment. The University Librarian will make the decision about the successful candidate and will send an announcement to all Librarians.
- 27.38 Any change in the reporting relationship of an individual Librarian (where duties and responsibilities are not changed) is by agreement between the Librarian, the University Librarian, and the supervising Librarian(s) involved, and, as such, is not subject to sections 27.36 and 27.37.

- 27.39 The requirement to consult will 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 sections 18.1 and 27.32 – 27.38).
- 27.40 All discussions by members of the AAC are confidential. Members of the committee must not disclose or discuss the committee proceedings, opinions expressed during the committee proceedings, or the committee's recommendations, except as provided in this Agreement.

## **28. Vacation: Librarians**

- 28.1 The basic vacation entitlement for regular Librarians is:
- 28.1.1 22 working days in the first through the fifth year of continuous service; and
  - 28.1.2 25 working days in the sixth year of continuous service and thereafter.
- 28.2 These entitlements will be prorated for part-time appointments.
- 28.3 The number of vacation days for which a Librarian is eligible will be accrued monthly from January 1 of each calendar year and be pro-rated for part-year service. Entitlements will increase on Librarians' fifth anniversary date. The accrued total at the end of a calendar year (less any vacation days taken during the calendar year) will be carried forward to the next calendar year.
- 28.4 Basic vacation entitlement will be taken by December 31 of the year following the year in which it was earned unless otherwise agreed.
- 28.5 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:
- 28.5.1 after ten (10) years, five (5) working days;
  - 28.5.2 after fifteen (15) years, ten (10) working days;
  - 28.5.3 after twenty (20) years, fifteen (15) working days; and
  - 28.5.4 after twenty-five (25) years and every five (5) years thereafter, twenty (20) working days.
- 28.6 Long service vacation must be used within five years after it is awarded, and if not used during that period, it will be forfeited.
- 28.7 Librarians will schedule their vacations after consultation with and approval by their supervisors, who will ensure that an annual vacation record for each Librarian is maintained.

## **29. Transfer of Faculty Appointments**

- 29.1 A Faculty Member may be transferred to an Academic Unit or units of the University other than the Academic Unit or units to which they were originally appointed, subject to:
- 29.1.1 the consent of the Member;
  - 29.1.2 a recommendation for the approval of the appointment by the Academic Unit or units to which the Member is being transferred made in accordance with the process for making appointments in the unit;
  - 29.1.3 a recommendation for the appointment by the Dean of the Faculty to which the Member is being transferred; and

29.1.4 the approval of the transfer by the Vice-President Academic and Provost.

29.2 Faculty Members who are transferred from one Academic Unit to another in accordance with this section will retain their rank, annual salary, benefits, and seniority.

## **30. Resignation, Retirement, and Termination**

- 30.1 When considering resignation, a Member must give a reasonable period of notice to the University.
- 30.2 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.
- 30.3 In the case of a Librarian, reasonable notice means at least one month's notice.
- 30.4 A Member wishing to retire from a University appointment or commence a phased-in retirement plan as described in this section will provide a minimum 6 months' notice and preferably, to facilitate academic planning, 12 months' notice, with an effective date of June 30 or December 31 of any calendar year.
- 30.5 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.
- 30.6 Pension contributions from both the Member and the University will cease at the age set by statute, and the Member must begin to draw their pension, in accordance with the statutory rules, at that age.

### **Retirement Phase-In Plan**

- 30.7 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.
- 30.8 A retirement phase-in plan must commence on January 1 or July 1.
- 30.9 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 Agreement except as set out in this section.
- 30.10 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.
- 30.11 Once a Member has given notice to commence a phased-in retirement plan, that notice, subject to the provisions of section 30.12, is irrevocable.
- 30.12 Once a retirement phase-in plan has been approved, alterations to that plan must be approved by the Dean or the University Librarian. Approvals of alterations of the plan will not be unreasonably withheld.
- 30.13 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.

- 30.14 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.
- 30.15 For purposes of eligibility for UVic benefit plans, the Member's FTE will be deemed never to fall below 0.5 FTE.
- 30.16 At the Member's 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 condition: 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.
- 30.17 If the annual FTE is 0.5 or less, the Member may fulfill the annual requirements for the appointment in six months of the year if the Dean or the University Librarian agrees that the configuration of duties will not seriously prejudice students or the unit. The configuration of duties must be included in the plan as submitted.
- 30.18 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 or the University Librarian.
- 30.19 The FTE during the period of a study leave or administrative leave taken during a retirement phase-in plan (see section 30.28) will 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.
- 30.20 The Member's salary during the retirement phase-in plan will be prorated each year to the FTE specified in the plan and, during any period of study or administrative leave, will be as determined under the Agreement.
- 30.21 The number of course units to be taught by a Faculty Member during a retirement phase-in plan will be determined as follows:
- 30.21.1 The prorated teaching expectation (PTE) is the Faculty Member's cumulative FTE for the period of the plan times the number of course units they would annually teach at 1.0 FTE which is determined in accordance with the unit's Standard for the Distribution of Duties and Responsibilities of Faculty Members prior to any special arrangements.
- 30.21.2 For a Faculty Member who takes a study or administrative leave during their retirement phase-in plan, the PTE is reduced by the number of course units release the Member is entitled to for that leave in accordance with the provisions of the Agreement.
- 30.21.3 The actual number of course units taught by the Faculty Member during the Member's retirement phase-in plan must meet or exceed the PTE, as determined in section 30.21.1 and section 30.21.2, less 1.0 unit.
- 30.21.4 The scheduling of courses during the retirement phase-in plan is arranged by the Chair 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 the Member's FTE level that year unless the Member is on study or administrative leave for the entire year.

- 30.22 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.
- 30.23 A Faculty Member's retirement phase-in plan (except for an Assistant Teaching Professor, Associate Teaching Professor 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 the Member's 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 section 19.25.1 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.
- 30.24 The retirement phase-in plan for an Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor may specify an alteration in the balance of their 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 section 19.25.2 will be adjusted accordingly, with allowance that the other contributions component of the evaluation ratio may be reduced to 0.
- 30.25 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 will specify the nature and scope of those increased duties and responsibilities.
- 30.26 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 service. Where the Librarian elects this option, the Librarian's biennial evaluation in accordance with section 19.25.3 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.
- 30.27 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 has been provided with a teaching release. This may include an adjustment of the ratio on which a Member is evaluated, as contemplated in section 19.26. Nothing in this section is intended to prohibit such arrangements with Members who are in the midst of a retirement phase-in plan.
- 30.28 Where a Member enters into a retirement phase-in plan, their eligibility and terms for study leave or administrative leave, including the obligation to return, are as provided in section 43, section 44, and section 46 except that there will be no accrual of service towards study leave or administrative leave eligibility once a retirement phase-in plan commences. The period of notice to commence a retirement phase-in plan contributes to accrued service.
- 30.29 A study leave or administrative leave must be approved before a Member may commence a retirement phase-in plan.



## **Termination**

30.30 Termination of an administrative appointment does not terminate any underlying base faculty or Librarian appointment.

30.31 Just cause for dismissal includes 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.

## **Part 3**

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

31.1 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.

#### **Departmental Committee Structures**

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

31.2.1 appointments;

31.2.2 reappointments;

31.2.3 tenure;

31.2.4 promotions to the rank of Associate Professor;

31.2.5 promotions to the rank of Professor;

31.2.6 promotions to the rank of Associate Teaching Professor; and

31.2.7 promotions to the rank of Teaching Professor.

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

31.3.1 For cases in which tenure will be granted if the candidate is successful, only tenured Faculty Members may serve;

31.3.2 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;

31.3.3 The committee may have such additional members as the Department considers advisable and as are approved by the Dean; and

31.3.4 The Department may add non-voting members to the committee, as they consider appropriate in the circumstances.

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

31.4.1 ensuring that the committee will be of a reasonable size;

- 31.4.2 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;
  - 31.4.3 setting reasonable rules for confidentiality of the committee's procedures; and
  - 31.4.4 outlining processes to ensure broad consultation within the Department.
- 31.5 Sections 32-42 inclusive do not apply to appointments processes, but only to reappointment, promotion and tenure.
- 31.6 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 that is or will be responsible for the reappointment, promotion, tenure and salary recommendation for the joint appointment but:
- 31.6.1 in addition to complying with section 31.4 the committee must include Faculty Members holding regular academic appointments elected from and by each Department to which the Faculty Member is or will be appointed and they must, together, form a majority of the committee; and
  - 31.6.2 the number of Faculty Members from each Department should reflect the proportionate share of the joint appointment that each has.
- 31.7 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 Members on the committee to be of a rank higher than that of the candidate to be evaluated or may adopt any other reasonable limit or requirement for membership that the Department decides.

**Membership of Departmental Committee**

- 31.8 A committee established under this section must have a minimum of three Faculty Members.
- 31.9 A Department Chair will 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.
- 31.10 A Faculty Member who is on leave is not eligible to serve as a Member of a committee under this section other than in exceptional circumstances and with the approval of the Dean.
- 31.11 The Chair of the Department is the chair of the departmental committee unless they are unable to serve as the chair in which case the committee will select another Member of the committee as its chair. The chair is a voting Member of the committee. The Dean of a Faculty without Departments is not eligible to chair the Faculty's committee.
- 31.12 A Faculty Member who is a candidate for reappointment, tenure or promotion may, in accordance with section 31.13, question the composition of a committee on the grounds that:
- 31.12.1 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
  - 31.12.2 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.

- 31.13 A question under section 31.12 must be provided to the Dean in writing and must be made within ten working days after the Faculty Member has been advised of the composition of the committee, or of a change in the composition of the committee. If a Faculty Member does not raise a question regarding the composition of the committee within the time specified in this paragraph, the Dean may refuse to consider the question, and any later decision-maker may refuse to consider the composition of the committee on the grounds that the question was not raised in a timely fashion.
- 31.14 The Dean will determine within five working days whether a question raised by the Faculty Member under this section 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.
- 31.15 Where the Dean agrees that the composition of the committee should be changed under section 31.14, the Dean will direct the Department to replace the Faculty Member as allowed within the alternate committee structures provided by sections 31.2 and 31.3.
- 31.16 Where the Dean agrees that the composition of the committee needs augmentation under section 31.12, the Dean will 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.
- 31.17 When an Academic Administrator will not be appointed to a Department, the Line Authority will form an appointments committee of which Faculty Members holding regular academic appointments will form the majority to provide advice on the appointment.

## **32. Procedures for Candidates**

- 32.1 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 section 33.5.
- 32.2 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 the Department in writing.
- 32.3 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.
- 32.4 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 section 33.5 and notify the Chair in writing of this selection.
- 32.5 By June 15, a candidate may at the candidate's discretion submit to the chair of the committee copies of or citations to scholarly or creative works that the candidate wishes to be made available to the referees prior to the date for distribution of materials as outlined in section 33.14. Subject to section 33.16, the chair of the committee will forward these works to a referee as soon as the referee agrees to serve.

- 32.6 By September 1, a Faculty Member who will be considered for reappointment, tenure or promotion conferring tenure (and by October 1, in the case of promotion only), must submit the following documentation to the Chair of the Department (with the exception of Assistant Teaching Professor's third and subsequent reappointment under the provisions of the Memorandum of Understanding on transitional issues for Assistant Teaching Professors attached as Appendix L):
- 32.6.1 a curriculum vitae;
  - 32.6.2 a teaching dossier;
  - 32.6.3 copies of or citations to the scholarly or creative works that the candidate wants the committee and referees to consider (this must include but is not limited to those works provided under section 32.5);
  - 32.6.4 a summary of the candidate's major achievements during the period under review which at the option of the candidate may include a statement of any special circumstances during the period under review which may have affected the candidate's achievements during the period under review; and
  - 32.6.5 copies of other documents that the candidate wants the committee to consider.
- 32.7 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.

### **33. Referees**

- 33.1 Letters of reference are used primarily to gain an external assessment of the scholarly achievements of candidates for promotion and tenure; however, they may also be relevant to the assessment of teaching effectiveness, professional achievement, and other criteria.
- 33.2 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.
- 33.3 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 be included.
- 33.4 Unless the Dean of the Faculty has granted approval, a referee must not hold an academic appointment at the University; have been the supervisor of the candidate's PhD or equivalent academic degree or the supervisor of the candidate's post-doctorate program; or be a co-author of any of the candidate's publications or a co-investigator on any of the candidate's research projects where the work will form a significant portion of the candidate's work that will be reviewed by the referee.
- 33.5 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.

- 33.6 The candidate may challenge the inclusion of referees on the committee's list on the basis of conflict of interest, or apprehension of bias; or on the basis that the nominee is not qualified to assess the scholarly achievements of the candidate.
- 33.7 The committee may challenge the inclusion of referees on the candidate's list on the basis of conflict of interest, or apprehension of bias; or on the basis that the nominee is not qualified to assess the scholarly achievements of the candidate.
- 33.8 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.

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

- 33.9 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.
- 33.10 After the Committee has received the candidate's written notice under section 33.9 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.
- 33.11 Consideration of the candidate does not include the selection of the referees.
- 33.12 The candidate will 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 will provide a written statement of the extent of the relationship and the reason why each such referee the candidate nominates or intends to select should be used.

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

- 33.13 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 will 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.
- 33.14 By September 15 in the case of tenure (or promotion that will confer tenure), and by October 15 in the case of promotion, the chair of the committee will send to the referees who have signified their willingness to serve as a referee the information provided by the candidate as specified in section 32.6 (except the candidate's teaching dossier), a statement of whether the candidate is seeking tenure or promotion or both and a copy of the applicable criteria and any relevant standards for the aspect or aspects of the decision on which the referee is asked to advise.
- 33.15 In cases where teaching performance 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 performance will also be sent to appropriate referees.
- 33.16 Where the candidate and the chair of the committee cannot agree on the scholarly or creative work or the evidence of teaching performance that the referees will be requested to review, the referees will be sent copies of or citations to the scholarly or creative work and evidence of the

candidate's teaching performance that have been selected by both the candidate and by the chair of the committee.

### **34. Information Considered**

- 34.1 Where an application has been received, the Chair of the Department will 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 will include annual performance reviews and any responses to them under section 20. 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.
- 34.2 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 be provided to the candidate not less than ten (10) days prior to the meeting of the committee at which the additional documents will be considered.
- 34.3 If requested by a candidate, the Chair of the Department will 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 will be provided with a copy of the letter in a form that does not identify the author. If this is not possible, a summary should be prepared in a manner that is unlikely to disclose the identity of the author. Where the author agreed that the letter or report may be made available to the candidate and attributed to the author, the full letter or report may be provided to the candidate.
- 34.4 The committee cannot consider letters, documents or information with regard to any complaint that has been determined not to require investigation or that has not been investigated.
- 34.5 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 section 34.2, the candidate will 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 will 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.
- 34.6 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 section 34.2, the candidate will have at least ten days in which to give notice to the chair of the committee that the candidate is exercising their right to make an oral submission to the committee.
- 34.7 The committee may invite a candidate to meet with the committee.
- 34.8 A candidate may be assisted in making their oral presentation at a meeting with the committee by another Member chosen by the candidate.

## **35. Voting**

- 35.1 The committee will determine its recommendation with regard to each applicant by means of a secret ballot of its members who are entitled to vote.
- 35.2 All members of the committee who are eligible to vote with regard to an application must vote either in favour of or against the application. No proxy or absentee votes are allowed.
- 35.3 To be eligible to vote, a committee member must have been present during:
  - 35.3.1 the whole of a candidate's oral presentation and any meeting between the candidate and the committee; and
  - 35.3.2 all of the committee's deliberations concerning a candidate.
- 35.4 The chair of the committee must record in writing the results of the ballot conducted with regard to each application. The record must include:
  - 35.4.1 the number of votes in favour of the candidate's application; and
  - 35.4.2 the number of votes against the candidate's application.
- 35.5 The chair of the committee will retain the ballots until the application has been granted or denied and any additional proceedings have been determined.

## **36. Confidentiality of Departmental Committee Proceedings**

- 36.1 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 or as required by law.

## **37. Written Statement from Department**

- 37.1 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.
- 37.2 Prior to sending the written statement of reasons to the candidate, the chair will send to each member of the committee a copy of:
  - 37.2.1 the record showing the number of votes in favour of the recommendation and the number of votes against the recommendation; and
  - 37.2.2 the draft statement of reasons with an invitation to propose changes to the draft statement of reasons.
- 37.3 After considering any changes to the draft statement of reasons proposed by the members of the committee, the committee will agree on the final statement. The chair will sign that final statement of reasons as the Department's reasons and send copies to the candidate and to each member of the committee.

### **38. Deadlines for Departmental Report**

- 38.1 The Chair of a Department or the committee 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:
- 38.1.1 reappointment and Assistant Teaching Professor or Associate Teaching Professor continuing appointment: October 15 of the candidate's final contract year;
  - 38.1.2 tenure: November 15 of the Academic Year in which the application is made;
  - 38.1.3 promotion which will also confer tenure: November 15 of the Academic Year in which the application is made; and
  - 38.1.4 promotion: January 15 of the Academic Year in which the application is made.

### **39. Documents Provided to Candidate**

- 39.1 The chair of the committee will provide a candidate with:
- 39.1.1 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;
  - 39.1.2 the Department's statement of reasons;
  - 39.1.3 a copy of the body of the letter sent to referees requesting a letter of reference; and
  - 39.1.4 a list of all documents that have been considered by the committee in formulating its recommendation.

### **40. Candidate's Acknowledgement and Response**

- 40.1 The candidate will acknowledge receipt of the recommendation and the documents referred to in section 39 by signing a copy of the committee's report and returning it to the chair. The candidate's signature of the recommendation only constitutes an acknowledgement of the receipt of the committee's report and the documents referred to in section 39.
- 40.2 The candidate may send to the Dean a written response no later than 10 calendar days after receipt of the recommendation.

### **41. Post-Departmental Processes for Reappointment, Continuing Status, Promotion and Tenure**

#### **Dean's Recommendation**

- 41.1 The Dean must consider the decision of the departmental committee for each application for reappointment, continuing status, tenure, and promotion and make their own recommendation to the President whether the Dean agrees or disagrees with the recommendation. The Dean will give detailed reasons for this recommendation and, if the Dean disagrees with the Department's recommendation, must address the reasons for that disagreement.
- 41.2 In making this assessment, the Dean will consider only the materials forwarded by the Department and any response of the candidate. The Dean will apply the standards set out in the Agreement and in the Faculty and Departmental Evaluation Policies and will give substantial



weight to the judgment of experts in the relevant discipline, including both peers at the University and external referees.

- 41.3 If the recommendations of the Dean and the departmental committee are both positive, the Dean must transmit both recommendations to the President, and to the Faculty Member who is a candidate for reappointment, continuing status, tenure or promotion, not later than:
- 41.3.1 reappointment and continuing appointment: November 15 of the candidate's final contract year;
  - 41.3.2 Tenure: December 15;
  - 41.3.3 Promotion which will also confer tenure: December 15; and
  - 41.3.4 Promotion: February 15.
- 41.4 If the recommendations of the Dean and the Departmental committee are not both positive, then the Dean will, by the dates set out in section 41.3, transmit the recommendations and all the material forwarded by the departmental committee to the University Academic Appointments Committee (UAAC) and to the candidate.
- 41.5 The candidate may submit a written response to the Dean's recommendation, sent either to the President or to the UAAC, as appropriate, no later than 10 working days after receipt of the Dean's recommendation.

#### **University Academic Appointments Committee**

- 41.6 The University Academic Appointments Committee (UAAC) consists of:
- 41.6.1 one Faculty Member and an alternate elected by October 15 of each year by and from each Faculty other than the Faculty of Graduate Studies; and
  - 41.6.2 a Chair appointed jointly by the President of the University and the President of the Association.
- 41.7 To be eligible to serve on the UAAC, a Faculty Member must have tenure or must be an Associate Teaching Professor with a continuing appointment and must have normally served for a minimum of two years on a committee that has considered promotion or tenure decisions. One seat on the UAAC must be filled by a Teaching Professor or an Associate Teaching Professor. If no Faculty elects a Teaching Professor or an Associate Teaching Professor to the UAAC, the President of the Association and the Vice-President Academic and Provost will appoint a Teaching Professor or an Associate Teaching Professor to sit on the committee in addition to the elected members.
- 41.8 UAAC members will absent themselves from any deliberations on any case where they have sat on the departmental committee that considered that case or where they are in a conflict of interest with respect to the particular candidate. The candidate may raise a question about any member of the UAAC on the basis that the Member is in a conflict of interest or that the candidate has a reasonable apprehension that the member of the UAAC is biased. In that case, the procedures for raising a question about a member of the departmental committee will be followed, substituting the Vice-President Academic and Provost for the Dean.
- 41.9 In the event a UAAC member cannot serve on a particular case, the alternate member for the Faculty will serve.
- 41.10 The UAAC will determine its recommendation by means of a secret ballot of members who are entitled to vote. The chair has a vote.

- 41.11 All members of the UAAC eligible to vote must vote on the UAAC's recommendations. No abstentions, absentee or proxy votes are permitted. To be eligible to vote, a UAAC member must have been present in person or by teleconference during the whole of the proceedings of the UAAC relevant to the decision.
- 41.12 The chair must record in writing the results of the ballot conducted with regard to the recommendation. The record must include the number of votes in favour and the number of votes against.
- 41.13 All discussions by members at meetings of the UAAC are confidential. Members must not disclose or discuss the committee proceedings, opinions expressed during the committee's proceedings, or the committee's recommendations except as otherwise provided in this Agreement or as required by law.
- 41.14 The University Secretary must retain the records of the committee, including any ballots cast, as required by University policies.
- 41.15 When the UAAC reviews a case, the UAAC reviews the entire file of the candidate, including any responses to the departmental committee's or the Dean's recommendations, and will make a recommendation to the President as to whether, based on the criteria of the Agreement and the Faculty and Departmental Evaluation Policies, the candidate has met the standard required to receive the reappointment, continuing appointment, tenure or promotion for which the candidate is applying. The recommendation of the UAAC will include detailed reasons for its decision and will be copied to the candidate.
- 41.16 The candidate is entitled to make an oral presentation to the UAAC if the candidate gives written notice to the UAAC not later than five working days after receiving the Dean's statement of reasons. If the candidate chooses not to make an oral presentation, the UAAC may invite the candidate to meet with the committee, upon giving five working days' notice to the candidate. The candidate may be assisted in making any oral presentation to the UAAC by a representative of the Faculty Association.
- 41.17 After receiving the reasons and recommendation of the UAAC, the candidate may provide a written response to the UAAC report. The candidate's response must be sent within ten working days of receiving the UAAC report. The response must be sent to the President, copied to the Vice-President Academic and Provost.
- 41.18 The UAAC will forward its report to the President, copied to the candidate, the Dean and the Vice-President Academic and Provost, by the following dates:
- 41.18.1 reappointment and continuing appointment: December 15 of the candidate's final contract year;
  - 41.18.2 tenure and promotion that will confer tenure: January 30; and
  - 41.18.3 promotion: March 15.

#### **President's Recommendation**

- 41.19 The President will consider the recommendations of the Department, the Dean and, where applicable, the UAAC, in making a decision.
- 41.20 Where the candidate's file has not been considered by the UAAC, the President will notify the candidate of the President's recommendation by the following applicable date:

- 41.20.1 reappointment and continuing appointment: December 15 of the candidate's final contract year;
  - 41.20.2 tenure: January 30;
  - 41.20.3 promotion which will also confer tenure: January 30; and
  - 41.20.4 promotion: March 15.
- 41.21 Where the candidate's file has been considered by the UAAC, the President will notify the candidate of the President's recommendation by the following applicable dates:
- 41.21.1 reappointment and continuing appointment: January 15 of the candidate's final contract year;
  - 41.21.2 tenure and promotion that will confer tenure: February 28; and
  - 41.21.3 promotion: April 15.
- 41.22 Where the President recommends reappointment, continuing status, tenure or promotion, the President will forward this positive recommendation to the Board of Governors and notify the candidate accordingly.
- 41.23 Where the President does not recommend reappointment, continuing status, tenure or promotion, the President must notify the candidate and provide the candidate with written reasons for the decision. Where a candidate for reappointment, continuing status, 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 will provide the candidate with written reasons for the deferral.

### **Grievance**

- 41.24 Where the candidate is not satisfied with the recommendation of the President, the Association may grieve the decision not to award reappointment, continuing status, promotion, or tenure pursuant to the provisions of section 59 and any arbitration resulting from the grievance will be referred in accordance with section 59.23-59.25.

## **42. Action of Board of Governors**

- 42.1 Unless a notice of intent to appeal 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:
- 42.1.1 reappointment or continuing appointment: February 15 of the candidate's final contract year;
  - 42.1.2 Tenure: March 15;
  - 42.1.3 Promotion which will also confer tenure: March 15; and
  - 42.1.4 Promotion: June 30.

## Part 4

### 43. Study Leave: Faculty

- 43.1 Study leave is provided to Faculty Members, holding the ranks of Assistant Professor, Associate Professor or Professor with tenure or eligibility for tenure, to enable them to engage in research, scholarly, and creative activities. It is provided to Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors to enable them to engage in activities that will enhance the Faculty Member's teaching performance as defined in section 19, and thereby assist the University to achieve greater excellence in the areas of effective teaching and the advancement of learning. Its purpose is to provide an extended period of time, uninterrupted by teaching and administrative responsibilities, for Faculty Members to enhance and increase their knowledge, expertise or teaching effectiveness in their respective academic disciplines.
- 43.2 Faculty Members who are on study leave will not serve on University, Faculty, or departmental committees without the approval of the Faculty Member's Dean.
- 43.3 Study leave is not granted automatically and approval will be contingent on the merits of an application for study leave.
- 43.4 October 1 is the deadline for an eligible Faculty Member to submit an application for study leave to the Chair of the Faculty Member's Department for a study leave that will commence in the academic year following the year in which the application is made.
- 43.5 Faculty Members who apply for study leave by October 1 will be notified by January 31 whether the application has been approved.

#### **Deferral of Study Leave**

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

#### **Approval Process**

- 43.8 The Chair or, in the case of a Faculty without departments, an Associate Dean will review each application for study leave and make a recommendation to the Dean that includes:
- 43.8.1 an assessment of the merit of the Faculty Member's proposed research, scholarly, or creative activities or of the other activities or projects to fulfill the purposes for which study leave is granted under section 43.1;
- 43.8.2 confirmation that a Faculty Member's proposed arrangements with regard to any use of space or facilities at the University or at other institutions are suitable;
- 43.8.3 where the applicant has previously been granted a study leave at the University: confirmation of whether or not the applicant submitted a study leave report upon the

completion of the study leave; a brief comment on the research, scholarly or creative activity or activities to enhance teaching, as appropriate, that were undertaken during the Faculty Member's last study leave; a brief assessment of the Faculty Member's scholarly achievements, teaching performance and other contributions as appropriate to the Faculty Member's duties and responsibilities since the Faculty Member's last study leave;

- 43.8.4 an assessment of the Academic Unit's ability to fulfill adequately its academic responsibilities during the period of the Faculty Member's study leave; and
  - 43.8.5 confirmation that suitable arrangements will be made for the supervision of graduate students who are being supervised by the Faculty Member.
- 43.9 Applications for study leave are considered by the Dean who determines whether an application will be approved after determining whether the Faculty Member satisfies the eligibility requirements for a study leave, and considering the recommendations of the Chair or the Associate Dean.
- 43.10 In calculating the number of years of service in the employment of the University for the purpose of determining a Faculty Member's eligibility for study leave, the following periods are not counted as eligible years of service:
- 43.10.1 leave without salary;
  - 43.10.2 study leave;
  - 43.10.3 administrative leave;
  - 43.10.4 political leave;
  - 43.10.5 compassionate leave without salary;
  - 43.10.6 any period when the Faculty Member is on long-term disability;
  - 43.10.7 any period prior to the Faculty Member's last study leave other than as defined in section 43.7 or 43.11;
  - 43.10.8 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
  - 43.10.9 any period that is counted as service for an administrative leave.
- 43.11 Where a Faculty Member is granted study leave, and the number of years of eligible service prior to the leave exceeds the required period of service, the Faculty Member may apply the unused years, to a 2-year maximum, to the next study leave.

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

- 43.12 Faculty Members who take a study leave are under an obligation to return to the University for a period of time that is equal to the length of the study leave.
- 43.13 A Faculty Member who does not fulfill this obligation to return to the University is in breach of contract with the University and will be required to repay 50% of the net salary paid to the Faculty Member during the period of leave, unless the University expressly releases the Faculty Member from this obligation.

### **Duration of Leaves**

- 43.14 Based on years of service in the employment of the University since the completion of the Faculty Member's last study leave, or since the date of appointment where the Member has not previously had a study leave, a Faculty Member will be eligible for:
- 43.14.1 a half study leave after a minimum of three years of service (which means four months for Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors, and six months for other Faculty Members); or
- 43.14.2 a full study leave after a minimum of six years of service (which means eight months for Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors, and twelve months for other Faculty Members).
- 43.15 A full study leave (eight months) will release an Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor from a whole number of courses to a maximum of 3/4 of the Member's annual 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 section [43.17](#). For a Member appointed at 1.0 FTE, extra-to-load teaching will not be counted in computing the average.
- 43.16 A half study leave will release an Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor from a whole number of courses to a maximum of 3/8 of the Member's annual teaching assignment determined as in section [43.15](#).
- 43.17 Any fractional courses arising from determining 3/4 of an Assistant Teaching Professor's, Associate Teaching Professor's or Teaching Professor's 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, will 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 Member will be entitled to release from one course in addition to that determined under sections [43.15](#) and [43.16](#). Any residual carry forward credit will be retained.
- 43.18 Based on the terms of the Artist-in-Residence's appointment, an Artist-in-Residence is eligible for study leave on the same terms and conditions of an Assistant Professor or of an Assistant Teaching Professor.
- 43.19 A Faculty Member with a part-time appointment is eligible for study leave of the same duration as for a Faculty Member with a full-time appointment, and is eligible to receive study leave after the same period of service as a Member with a full-time appointment.

### **Compensation While on Leave**

43.20 A Faculty Member on study leave will receive salary based upon the following table for a 1.0 FTE salary:

<b>Position</b>	Tenure-Track or Tenured (except Teaching Professor)	Tenured (except Teaching Professor)	Tenured (except Teaching Professor)	Teaching (Assistant, Associate, Professor)	Teaching (Assistant, Associate, Professor)
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<b>Length of qualifying period</b>	3 years	6 years	6 years	3 years	6 years
<b>Length of leave</b>	6 months	6 months	12 months	4 months	8 months
<b>Salary support formula (1.0 FTE)</b>	2/3 of salary if not on leave + 3/10 × \$60,000	2/3 of salary if not on leave + 4/10 × \$60,000	2/3 of salary if not on leave + 7/20 × \$60,000	2/3 of salary if not on leave + 3/10 × \$60,000	2/3 of salary if not on leave + 3/10 × \$60,000

- 43.21 A Member with a part-time appointment will receive remuneration pro-rated in accordance with the part-time Faculty Member's percentage of full-time service during the qualifying period.
- 43.22 The University and the Faculty Member will continue to contribute fully to pension and personnel benefits in the same manner as if the Faculty Member were not on study leave.
- 43.23 If a Faculty Member's salary is increased during the period of study leave, the effect of the increase will be reflected in the remaining portion of the study leave salary.
- 43.24 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 Chair, with a copy to the Dean. The report must include whether activities undertaken during the study leave varied from the approved study leave application and, if so, the nature of the variation.
- 43.25 The study leave report submitted by an Assistant Professor, Associate Professor or Professor, either with tenure or with eligibility for tenure, must provide an account of the research, scholarly and creative activities undertaken during the study leave, and must comment on how the Faculty Member expects the research, scholarly and creative activities undertaken during the study leave will contribute to or enhance one or more of the Faculty Member's research, scholarly publications or creative works, or teaching effectiveness.
- 43.26 The study leave report submitted by an Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor must provide an account of the activities undertaken during the study leave and must comment on how the Faculty Member expects those activities will contribute to or enhance the Faculty Member's effective teaching and the advancement of learning at the University.

#### **Conditions of Leave**

- 43.27 Any significant modification to a study leave project that has been approved by the Dean must be approved by the Faculty Member's Dean on recommendation from the Faculty Member's Chair or, in a Faculty without Departments, the Associate Dean.
- 43.28 For Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors, a study leave will commence on September 1, January 1, or May 1. For all other Faculty Members, a study leave will commence on either July 1 or January 1. With the approval of the Dean, study leave may commence on another date.
- 43.29 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 their time to the purposes for which study leave is granted. A Faculty Member remains subject to the sections of this Agreement on conflict of commitment and external professional activities.

- 43.30 A Faculty Member who provides instruction or other services at another post-secondary institution during study leave, while complying with section 60, may receive remuneration.
- 43.31 A Faculty Member may not accept remuneration or enter into an employment relationship with another employer that is incompatible with the conflict of commitment provisions of this Agreement (section 60) 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.
- 43.32 If, during study leave, a Faculty Member whose service over the qualifying period was 1 FTE receives remuneration that, taken together with their salary during study leave, equals more than 125% of the Faculty Member's regular salary for the period, the Faculty Member must disclose in writing to the Dean the nature and extent of the activities from which the remuneration was derived.
- 43.33 A Faculty Member on study leave continues to be an employee of the University with FTE consistent with the percentage of full-time service over the qualifying period and remains subject to this Agreement and all current University policies including those governing personnel benefits.

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

- 43.34 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.
- 43.35 If a Faculty Member who is appointed to an administrative position within the University does not acquire a sufficient number of years of eligible service to become eligible for an administrative leave, those years of administrative service to the University are regarded as years of eligible service toward a study leave.

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

- 43.36 A Faculty Member may not apply for a study leave that will commence while the Faculty Member is on long-term disability (LTD) or that will commence during any return to work program under the LTD plan.
- 43.37 Subject to section 43.38, where a Faculty Member returns to work from LTD with a reduced FTE during a return to work period under the LTD plan, the period worked will count as eligible service accumulated toward study leave and, for purposes of computing salary on study leave, will be treated in accordance with section 43.21.
- 43.38 Where a Faculty Member returns to work from LTD with a reduced FTE during a return to work period which equals, exceeds, or is likely to equal or exceed one year, the Faculty Member may choose to count service accumulated during the return period proportionately to the size of the reduced FTE such that the Faculty Member will have served, over a longer period of time, the equivalent of the years served at the Faculty Member's regular FTE that are required to be eligible for their next study leave. The Faculty Member's salary during that study leave will be based upon the Faculty Member's regular FTE salary.
- 43.39 A Faculty Member selecting the option identified in section 43.38 must notify the Dean in their application for Study Leave that the Faculty Member intends to count service accumulated during the return to work period under this section and show how the equivalent years of eligible service at the Faculty Member's regular FTE have been achieved.



## **44. Study Leave: Librarians**

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

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

- 44.5 The University Librarian will review each application for study leave and determine whether the study leave should be approved, based upon the following factors:
  - 44.5.1 an assessment of whether the Librarian's proposed professional project has merit;
  - 44.5.2 confirmation that a Librarian's proposed arrangements for any use of space or facilities at the University or another institution are suitable;
  - 44.5.3 a brief assessment of the Librarian's professional performance, scholarly and professional activities, and service since the Librarian's last study leave;
  - 44.5.4 an assessment of the ability of the Librarian's unit to fulfill its service requirements during the period of the Librarian's study leave; and
  - 44.5.5 a determination of whether the Librarian satisfied the eligibility requirements.

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

- 44.6 A Librarian who has applied for study leave will be notified in writing within one month of submitting the application to the University Librarian if the application has been denied. The decision to deny a study leave can be appealed in accordance with the procedure outlined in section [47](#). A successful applicant will be notified in writing within one month or as soon thereafter as is practical.
- 44.7 Any significant modification to a study leave proposal that has been approved by the University Librarian must be approved by the University Librarian.

### **Obligation to Return**

- 44.8 A Librarian who takes a study leave is obliged to return to the University for a period of time that is not less than the length of the study leave.
- 44.9 A Librarian who does not fulfill this obligation to return to the University is in breach of contract with the University and will be required to repay 50% of the net salary paid to the Librarian during the period of leave, unless the University expressly releases the Librarian from this obligation.

## **Eligibility and Remuneration**

- 44.10 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 their last study leave will be entitled to study leave on the basis of three months study leave at 100% of the Librarian's base salary.
- 44.11 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 their last study leave will be entitled to study leave on the basis of six months study leave at 100% of the Librarian's base salary.
- 44.12 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:
- 44.12.1 leave without salary;
  - 44.12.2 study leave;
  - 44.12.3 political leave;
  - 44.12.4 compassionate leave without salary;
  - 44.12.5 any period when a Librarian is on LTD except periods on a return to work program as provided for in sections 44.24 – 44.26; and
  - 44.12.6 any period prior to the Librarian's last study leave, except as provided for in sections 44.13 and 44.23.
- 44.13 Where a Librarian is granted study leave under this section, and the number of years of eligible service prior to the leave exceeds the required number of years of service, the unused years, up to a 2-year maximum, may be counted as eligible service for the next study leave.
- 44.14 If a Librarian's salary is increased during the period of study leave, the effect of the increase will be reflected in the remaining portion of the study leave.
- 44.15 The University and the Librarian will continue to contribute fully to the pension and personnel benefits as if the Librarian were not on study leave.
- 44.16 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.
- 44.17 During a period of study leave, a Librarian continues to be an employee of the University with FTE consistent with the percentage of full-time service over the qualifying period and is expected to devote the appropriate proportion of their time to the purposes for which study leave is granted. A Librarian remains subject to the sections of this Agreement on conflict of commitment and external professional activities.
- 44.18 A Librarian who spends part of their study leave at another institution and who is to provide instruction or other services may receive remuneration provided that the service does not compromise the purpose of the study leave as set out in section 44.1.
- 44.19 A Librarian may not accept remuneration or enter into an employment relationship with another employer that is incompatible with section 60 (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.

- 44.20 If, during study leave, a Librarian whose service over the qualifying period was 1 FTE receives remuneration that, taken together with their salary during study leave, equals more than 125% of the Librarian's regular salary for the period, the Librarian must disclose in writing to the University Librarian the nature and extent of the activities from which the remuneration was derived.

#### **Study Leave Report**

- 44.21 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:

44.21.1 the research, scholarly activity, or professional project undertaken during the study leave; and

44.21.2 how the Librarian expects the research, scholarly activity, or professional project undertaken during the study leave will contribute to or enhance the Librarian's ability to meet changing needs in the Libraries.

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

- 44.22 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.

- 44.23 Where a Librarian is granted study leave by the University Librarian and such leave is subsequently deferred at the request of the University, the period of deferment may be counted as eligible service toward a study leave that follows the deferred leave. The approval of the deferred study leave by the University Librarian continues to be valid so long as the University continues to defer the study leave.

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

- 44.24 A Librarian may not apply for a study leave that will commence while the Librarian is on LTD or that will commence during any return to work program under the LTD plan.

- 44.25 Subject to section [44.26](#), where a Librarian returns to work from LTD with a reduced FTE during a return to work period under the LTD plan, the period worked will count as service toward study leave.

- 44.26 Where a Librarian returns to work from LTD with a reduced FTE during a return to work period which equals or exceeds, or is likely to equal or exceed, one year, the Librarian may choose to accumulate sufficient service such that they 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:

44.26.1 The Librarian must notify the University Librarian in the application for study leave that the Librarian intends to accumulate service under this section and must explain how the equivalent service is to be established; and

44.26.2 If the Librarian's study leave is approved, the Librarian's salary during study leave will be the Librarian's regular FTE salary.

### **Scholarly and Professional Activity Days**

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

## **45. 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 their 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 the Academic Administrator's basic annual salary for each year of continuous full-time employment since the later of the date at which the Academic Administrator 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 sections apply to professional development leave, substituting "Academic Administrator" for "Librarian" and "Dean or Line Authority" for "University Librarian": 44.2, 44.3, 44.4, 44.5, 44.12, 44.14, 44.15, 44.16, and 44.17-44.23 inclusive.
- 45.6 Notwithstanding the provisions of section 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. Administrative Leave**

- 46.1 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 their 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. The Faculty Member 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.
- 46.2 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.

- 46.3 Faculty Members who are on administrative leave will not serve on University, Faculty, or Departmental Committees without the approval of the Faculty Member's Dean.
- 46.4 Administrative leave is not granted automatically and is subject to approval of an application for administrative leave.
- 46.5 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.
- 46.6 Applications for administrative leave are considered by the Vice-President Academic and Provost who determines whether an application will be recommended for approval after determining whether the Faculty Member satisfies the eligibility requirements for an administrative leave, and considering the recommendations of the Faculty Member's Dean.
- 46.7 The remuneration of a Faculty Member on administrative leave will not be less than:
- 46.7.1 two-thirds (2/3) of the regular salary (not including any administrative stipend) the Faculty Member would have received had the Faculty Member not gone on administrative leave; and
- 46.7.2 seven-twentieths (7/20) of the floor of the Assistant Professor rank.
- 46.8 The Administration may change the remuneration of Faculty Members on administrative leave, provided the remuneration payable complies with section 46.7. Any such change is not subject to negotiation with the Association, nor will it be charged against any Agreement.
- 46.9 The following sections of this Agreement apply to administrative leaves with the substitution of administrative leave for study leave:
- 46.9.1 notification of approval;
- 46.9.2 obligation to return;
- 46.9.3 leave report;
- 46.9.4 modification of leave project after approval;
- 46.9.5 commencement of leave;
- 46.9.6 restrictions on supplementary employment during leave; and
- 46.9.7 continued application of University policies and benefits.

## **47. Leave Appeal Procedures**

- 47.1 The leave appeal procedures apply to the following types of leaves:
- 47.1.1 Study Leave: Faculty Members;
- 47.1.2 Study Leave: Librarians; and
- 47.1.3 Administrative Leave.
- 47.2 If the Dean or University Librarian declines to approve a leave application, they will give the Member written reasons for the decision that will accompany the notification of the decision.

- 47.3 By not later than 30 days after receiving notice from the Dean or University Librarian declining to approve a leave to which this section applies, the Member may appeal the denial of leave to the Vice-President Academic and Provost by sending a written notice of appeal to the Vice-President Academic and Provost who will decide the appeal in accordance with this section. A deferral of study leave by the University pursuant to section 43 or section 44 does not constitute a denial of leave and may not be appealed.
- 47.4 In an appeal under this section, the issue to be determined by the Vice-President Academic and Provost is whether a reasonable person could have made the decision of the Dean or University Librarian upon considering the Member's leave application in the context of:
- 47.4.1 the purposes of leave; and
  - 47.4.2 the recommendations of the Dean and the Chair or, in a Faculty without departments, the Associate Dean, or of the University Librarian.
- 47.5 After receiving written submissions from the appellant Member and the Dean or University Librarian, the Vice-President Academic and Provost will decide whether or not the appeal should be granted and will send copies of his or her decision to the President of the Faculty Association, the appellant Member and the Dean or University Librarian. The Faculty Association has the right to represent the Member in the appeal process.
- 47.6 The decision of the Vice-President Academic and Provost may be grieved by the Association under the provisions of section 59 of this Agreement.

## Part 5

### 48. Stopping the Clock

- 48.1 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 or any combination thereof for 15 weeks or more. If the total number of weeks for which the Member has been granted maternity, parental, or adoption leave, special leave, sick leave or LTD or any combination thereof exceeds 52 weeks then the total deferral will be: two years for more than 52 and up to 104 weeks; three years for more than 104 and up to 156 weeks; and four years for more than 156 weeks.
- 48.2 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:
- 48.2.1 A Faculty Member may apply in writing to the Dean of the Faculty to defer consideration for reappointment or tenure; and
  - 48.2.2 A Librarian on probationary status may apply in writing to the University Librarian to defer consideration for a confirmed Regular appointment.
- 48.3 The Vice-President Academic and Provost, in consultation with the Dean (in the case of a Faculty Member) or the University Librarian (in the case of a Librarian) may grant a deferral for a specified period.

- 48.4 Except as provided in sections 48.1, 48.2, and 48.3, periods of leave count as regular service in determining the time when a Faculty Member must be considered for reappointment or tenure.
- 48.5 When a Member is on LTD, the period of time on LTD 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.

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

- 49.1 This section applies to the following categories of Members who are referred in this section as “Eligible Members”:
- 49.1.1 Faculty Members who hold a regular academic appointment;
  - 49.1.2 Artists-in-Residence;
  - 49.1.3 Regular Librarians;
  - 49.1.4 Academic Administrators.
- 49.2 University supplementary top-up benefits described in this section are contingent on the Member applying for the maximum Employment Insurance (“EI”) benefits available to the Member under the *Canada Employment Insurance Act*, and all leaves are subject to the provisions and regulations of both the *BC Employment Standards Act* and the *Canada Employment Insurance Act*. The relationship between University supplementary top-up benefits and EI benefits is described in section 49.4.

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

- 49.3 An Eligible Member who is the birth mother of a newborn child is entitled to the following types of leave and supplementary top-up benefits.
- 49.4 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.
- 49.4.1 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.
  - 49.4.2 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.
  - 49.4.3 Further unpaid maternity leave of up to six consecutive weeks will be granted where the birth mother is unable to return to work for reasons related to the birth, as certified by a qualified medical practitioner.
- 49.5 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.
- 49.5.1 During the first 18 weeks of parental leave the University will pay the birth mother a University supplementary top-up benefit equal to 95% of her regular salary, less any amount of EI parental benefits for which the Member is eligible.

- 49.5.2 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.
- 49.5.3 In special cases where a child has a physical, psychological or emotional condition certified by a qualified medical practitioner and requires an additional period of parental care, parental leave without pay may be provided for up to five additional weeks beginning immediately after the end of the parental leave.
- 49.6 The birth mother and co-parent as defined in section 49.8 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.
- 49.7 The total number of weeks of maternity leave with a University supplementary top-up benefit, parental leave with a University supplementary top-up benefit, and parental leave without pay for a birth mother is limited to 52 weeks, unless extended under sections 49.4.3 and 49.5.3.

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

- 49.8 For the purposes of this section, “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.
- 49.9 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.
- 49.9.1 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 section 49.6, then during a period not exceeding the first 18 weeks of parental leave benefits, the University will pay the co-parent a University supplementary top-up benefit equal to 95% of her or his regular salary, less any amount of EI parental leave benefits for which the Member is eligible.
- 49.9.2 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 section 49.6, then for the portion of the 18 weeks assigned, the University will pay the co-parent a University supplementary top-up benefit equal to 95% of his or her regular salary, less any amount of EI parental leave benefits for which the Member is eligible.
- 49.10 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. In special cases where a child has a physical, psychological or emotional condition certified by a qualified medical practitioner and requires an additional period of parental care, parental leave without pay may be provided for up to five additional weeks beginning immediately after the end of the parental leave.

#### **Adoption Leave**

- 49.11 An Eligible Member who is a parent of a newly adopted child is entitled to the following leave and supplementary top-up benefits.



- 49.12 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.
- 49.12.1 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.
- 49.12.2 During the next 16 weeks parental leave the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member's regular salary, less any amount of EI parental benefits that the Member is eligible for.
- 49.13 Where both adoptive parents are Eligible Members, they may divide the 18 weeks of University supplementary top-up benefits provided in section 49.12. Where the parents share parental EI benefits, only one two-week waiting period must be served.
- 49.14 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.
- 49.15 Additional adoption leave without pay may be provided for a maximum of five additional weeks, which can be taken in any combination before the commencement or after the end of adoption leave. This additional leave may not be unreasonably withheld.

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

- 49.16 All University supplementary top-up benefits payable by the University under this section must in be accordance with the plan that has been filed by the University with Canada Employment and Social Development Canada pursuant to the *Employment Insurance Act* regulations. All payments by the University will commence when the Member provides proof that the Member is receiving Employment Insurance benefits, or that they are disqualified from Employment Insurance maternity or parental benefits because of an insufficient number of insurable weeks. The University supplementary top-up benefits are equal to 95% of regular salary, less the amount of EI maternity or parental benefits that the Member is receiving, or the amount of EI benefits that the Member would have received if the Member qualified for EI benefits. The Employment Insurance Commission cannot provide such proof until after the leave has commenced and the University has issued a Record of Employment form. Hence, University supplementary top-up benefits will be made retroactively. To avoid additional delays in qualifying for benefits, Members should 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.

#### **Personnel Benefit Programs**

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

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

- 49.18 An application for further leave without salary, sick leave (with regard to any medical complications related to the pregnancy, birth or termination of pregnancy), compassionate care leave, compassionate leave without salary, or special leave may be made prior to, during or after the maternity or parental leave periods. Any such application must be made in accordance with the provisions of the applicable section governing that type of leave.
- 49.19 The Member is expected to discuss the timing of parental leave with the Chair of their Department (University Librarian in the case of a Librarian).

## **50. Leave Without Salary**

- 50.1 There is no entitlement to leave without salary. Each application for leave without salary is considered on its individual merits in relation to the best interests of the University, its academic programs and students, as well as the academic interests of the Member where they relate to the University.
- 50.2 Normally, the period of leave without salary will not exceed one year; however, a leave without salary may be extended upon application.
- 50.3 An application for leave without salary is made to the Member's Chair or, in the case of a Librarian, the University Librarian.
- 50.4 The Chair and the Dean (University Librarian in the case of Librarians) will review each application for leave without salary and make a recommendation to the Vice-President Academic and Provost.
- 50.5 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 and the Dean (University Librarian in the case of Librarians).
- 50.6 During a period of leave without salary, a Member does not receive any payment from the University by way of regular salary. Nevertheless, a Member on leave without salary may during such period hold an appointment as a sessional instructor with pay or may receive payment under another contractual arrangement with the University.
- 50.7 Salary adjustments with regard to a period of leave without salary are governed by this Agreement.
- 50.8 During a period of leave without salary, a Member may maintain their University pension and benefits plans by paying the total cost of the pension and benefit plans including the University's normal contributions to the Member's pension and benefit plans.
- 50.9 Where a Member is on leave without salary for an entire academic year, no funds are allocated to the Member's Professional Expenses Reimbursement account for that academic year. Where a Member is on leave without salary for a portion of an academic year, the funds allocated to the Member's Professional Expenses Reimbursement account for that academic year will be prorated accordingly.
- 50.10 A Member on leave without salary may not be reimbursed from Professional Expense Reimbursement funds for expenses incurred during the period of leave without salary.
- 50.11 A Member on leave without salary is not eligible to apply for any University research and travel grants where the funds will be expended during the period of leave without salary.

## **51. Sick Leave, Long-Term Disability and Return to Work**

- 51.1 The provisions of this section and the provisions of section 52 will be interpreted to recognize the mutual interest shared by the Member and the University in promoting the health of the Member and in appropriately minimizing the adverse impact of the Member's illness or disability on the Member's career progress. Both parties share a mutual responsibility to cooperate in the processes set out in these sections.
- 51.2 Members are entitled to be accompanied by a Faculty Association representative to any meetings or informal discussions that take place in relation to processes or discussions arising from sections in this Agreement pertaining to sick leave, long-term disability, return to work and accommodation.

### **Eligibility for Sick Leave**

- 51.3 Members holding appointments as Faculty Members holding regular academic appointments; Librarians holding regular Librarian appointments; Artists-in-Residence; and Academic Administrators are eligible for sick leave under this section and are collectively referred to in this section as "Eligible Member" or "Eligible Members".

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

- 51.4 When an Eligible Member becomes ill or disabled and is thereby unable to perform any of their employment duties and responsibilities, the Eligible Member must inform their Chair (University Librarian in the case of a Librarian) as soon as possible and provide suitable medical documentation.
- 51.5 Where sick leave is approved for an Eligible Member under this section, the Member will remain on full salary and benefits during the period of approved sick leave.

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

- 51.6 Sick leave for the first week of an Eligible Member's illness or disability may be approved by the Chair of the Eligible Member's Department or the supervising Librarian in the case of a Librarian.
- 51.7 Where an Eligible Member's inability to perform their 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 the Dean of the Eligible Member's Faculty who will inform the Chair of the approval; or the University Librarian in the case of a Librarian.
- 51.8 Where an Eligible Member's inability to perform their 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 the Dean of the Eligible Member's Faculty who will inform the Chair of the approval; or the University Librarian in the case of a Librarian after consultation with the Department of Human Resources, and the Vice-President Academic and Provost.
- 51.9 Where an Eligible Member's inability to perform their 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.

- 51.10 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.
- 51.11 Sick leave commences on the date when the illness or disability renders the Eligible Member unable to perform their 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 their employment duties and responsibilities.

#### **Work During Sick Leave and Return to Work**

- 51.12 The primary obligation of an Eligible Member on sick leave is to regain their health. Responsibility for reallocating the duties and responsibilities of an Eligible Member who has gone on sick leave rests with the Chair of the Department 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 will not engage in teaching, participate as a member of any University committees or perform other employment-related duties or responsibilities. Nothing in this section 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.
- 51.13 Before an Eligible Member on sick leave resumes their 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 the Eligible Member's position.

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

- 51.14 Long-term disability (LTD) benefits, if approved, will commence six months after the date an approved sick leave for the illness or disability begins.
- 51.15 If at the end of three months of sick leave, a medical opinion is provided to the University that the Member's recovery from the illness or disability is unlikely within six months from the date of the commencement of sick leave, an Eligible Member must submit an application for LTD Insurance benefits to the Department of Human Resources who will 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.
- 51.16 Where after six months of sick leave, an Eligible Member is totally unable to perform any of their employment duties and responsibilities because of illness or disability and full LTD benefits have been approved by the insurance carrier, the Human Resources Department will notify the Eligible Member, the Dean (University Librarian in the case of a Librarian) and the Vice-President Academic and Provost; and the Eligible Member will be placed on leave without pay as long as the full LTD benefits continue.
- 51.17 The primary obligation of an Eligible Member who is approved for LTD is to regain their health. An Eligible Member on long-term disability is on leave without pay from the University and will not engage in teaching, research, participate as a member of any University committees or perform other employment-related responsibilities.

- 51.18 If LTD 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.
- 51.19 When recommended by the insurance carrier, an Eligible Member who has partially regained their health is obliged in accordance with the LTD contract with the insurance carrier to engage in a program of rehabilitation that may include partial resumption of employment duties and responsibilities.
- 51.20 LTD benefits, if approved, commence six months from the date that the Eligible Member becomes ill or disabled as confirmed by the Member's physician.

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

- 51.21 If an Eligible Member becomes ill or disabled while on leave without salary, political leave, compassionate leave without salary, or compassionate care leave the Member is not entitled to have the leave cancelled. Where it appears that the Eligible Member's illness or disability may be protracted and continue beyond the period of the leave, the Eligible Member must notify the Chair (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 LTD benefits, should such an application become necessary. If the six months specified in sections 51.14-51.16 has not expired by the end of the period of leave, the Member will be placed on sick leave.
- 51.22 If an Eligible Member becomes ill or disabled while on study leave, or administrative leave, and it appears that the illness or disability may continue either for the remainder of the period of the leave or a period of two months or more (in case of a leave of six months or less) or a period of three months or more (in case of a leave of more than six months) the Member may apply to the Dean of the 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.
- 51.23 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 section 51.22, the Eligible Member is entitled to a replacement study leave or administrative leave equal to the period of cancelled leave, provided that the Member can demonstrate that the Member has a viable project to pursue during the replacement leave. The Member will be entitled to a replacement leave as soon as practicable after the Member has returned to work, at a time scheduled in consultation with the Member's Chair, supervising Librarian or the University Librarian, as appropriate. A Member may apply to the Chair, supervising Librarian, or the University Librarian as appropriate, to have this replacement Leave added to their next regular study leave.

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

- 51.24 Eligible Members who work past their normal retirement date will be entitled to sick leave in accordance with the terms of section 51, including the limitation that no period of sick leave may extend for more than six consecutive months, subject to the limitations set out herein.
- 51.25 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.

51.26 Where the Member has been on LTD in the year in which the Member reaches their normal retirement date, any period of LTD in that year will be counted as tracked sick leave for the purposes of the calculation in section 51.25.

51.27 Where a Member past their normal retirement date has exhausted paid sick leave, the Member may take leave without salary for up to two years.

### **Return To Work After Long-Term Disability**

51.28 When a Member returns to full-time work from a period of LTD, the Member's salary will be adjusted in accordance with the *Procedures of the Vice-President Academic and Provost Regarding Salary Adjustments After Long-term Disability*, available on the web site for the Office of the Vice-President Academic and Provost.

## **52. Special Leave**

52.1 The purposes for which special leave may be granted include:

52.1.1 Where a person in the immediate family of a Member or the Member's partner suffers a serious injury or illness that requires the Member to be absent from the University or renders the Member unable to perform their responsibilities, the Member may request special leave for compassionate reasons.

52.1.2 Where a person in the immediate family of a Member or the Member's partner dies, the Member may request special leave for bereavement.

52.1.3 Special leave may be granted in circumstances where other forms of leave are not applicable.

52.2 Special leave is limited to two weeks and is with full salary and benefits. In exceptional circumstances, the Vice-President Academic and Provost may approve a leave longer than two weeks.

52.3 An application for special leave must be submitted to the Chair of the Member's Department, or University Librarian in the case of a Librarian.

52.4 The Chair and subsequently the Dean, in the case of a Faculty Member, or the University Librarian in the case of a Librarian, will review each application for special leave and make a recommendation to the Vice- President Academic and Provost.

52.5 A Member on special leave may apply for a compassionate care leave, a compassionate leave without salary, or a leave without salary following the end of this initial leave.

52.6 Applications for special leave are considered by the Vice-President Academic and Provost who determines whether to approve the recommendation after considering the recommendations of the Chair and the Dean, or University Librarian in the case of Librarians.

## **53. Compassionate Care Leave**

53.1 A Member who is eligible to receive compassionate care leave, as designated in the *Employment Standards Act (ESA)* of British Columbia, or any successor legislation, is entitled to take eight (8) weeks' leave, or to the maximum provided in the legislation, whichever is greater, to provide care or support to a family member who is at serious risk of death within 26 weeks.

- 53.2 The Member must provide the Dean or University Librarian with the medical certificate required by the ESA within a reasonable time.
- 53.3 Terms and conditions of employment of a Member on compassionate care leave will remain unchanged during the leave. Upon returning to work, the Member will be placed in the position that the Member held prior to the leave with no loss of rights or benefits, and will receive all upward salary adjustments that the Member would have received had the Member been present.
- 53.4 If due to compassionate care leave, the Member will miss a date for the biennial salary evaluation, the Chair or University Librarian will ask the Member if the Member wishes to participate in the evaluation. The Member has the option of submitting material for evaluation as required by the governing Evaluation Policy and being evaluated with the other Members of the unit. If the Member is not able to submit material for evaluation during the compassionate care leave, then the 2 MI that would have been allocated to the unit will be withheld pending the Member's return. When the Member returns, the Member's salary will be reviewed by the Dean or University Librarian who will recommend to the Vice-President Academic and Provost the appropriate award of CPI and MI, in accordance with the Faculty Evaluation Policy and section 63.18.

#### **54. Compassionate Leave without Salary**

- 54.1 A compassionate leave without salary is intended to provide an unpaid leave for Members in difficult family or personal circumstances where no other form of leave applies, but the Member is temporarily unable to perform normal duties. It may follow a period of special leave or a compassionate care leave, or may arise independently.
- 54.2 A Member may apply for compassionate leave without salary through a written request to the Dean or University Librarian setting out the reasons for the leave. The Dean or University Librarian will forward the request to the Vice-President Academic and Provost together with a statement of how the unit will fulfill its responsibilities during the leave.
- 54.3 Compassionate leave without salary is granted for a fixed period of time up to 18 months unless otherwise agreed in writing. A Member on compassionate leave without salary has a right to return to the University prior to the expiration of the leave, given reasonable notice.
- 54.4 During a compassionate leave without salary, the University will not make any contributions to pension or benefit plans for the Member. The Member may opt to continue the benefit plans or pension contributions by paying the full amount of the premium or contributions.
- 54.5 A Member on compassionate leave without salary may during such period hold an appointment as a sessional instructor with pay or other contractual arrangement with the University.
- 54.6 Members on compassionate leave without salary will have access to University travel grants, research funds and professional expense reimbursement accounts in accordance with University rules and procedures. If a compassionate leave without salary extends over all or part of a research term, the Faculty Member has no entitlement to a replacement term.
- 54.7 If due to compassionate leave without salary, the Member will miss a date for the salary evaluation, the Chair or University Librarian will ask the Member if the Member wishes to participate in the evaluation. The Member has the option of submitting material for evaluation in accordance with the governing evaluation policy and being evaluated with the other Members of the unit.

- 54.8 If a Member decides not to participate in any salary evaluation process that occurs during a compassionate leave without salary, and the period of leave is less than twelve months, then the provisions of section 53.4 apply, with the provision that the period of compassionate leave without salary is not included within the evaluation window.
- 54.9 If a Member decides not to participate in any salary evaluation process that occurs during a compassionate leave without salary, and the period of leave extends for at least one year, then the Vice-President Academic and Provost will review the Member's salary within two months of the Member's return to the University and will adjust the Member's salary by the amount of any basic adjustments given during the period of leave and also by an appropriate amount after taking into account the levels of salary for those with comparable years of experience within the Member's unit, retroactive to the date of the Member's return.

## **55. Accommodation**

- 55.1 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 section will be interpreted in accordance with the principles set out in Policy HR6115 (Policy on Employment Accommodation) and in section 51, with the understanding that accommodations require the cooperation of the Member and the University in working together to achieve a reasonable outcome. The accommodation process will 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 will be consulted in all decisions regarding their need for accommodation.

### **Initial Procedures**

- 55.2 A Member who needs accommodation should first discuss their needs with the Chair of the Department, supervising Librarian or University Librarian, as appropriate.
- 55.3 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.
- 55.4 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.
- 55.5 The Member has the responsibility to provide reasonable documentation to verify the need for accommodation and to assist the Chair of the Department, supervising Librarian or University Librarian, as appropriate, in identifying the accommodation needed. Reasonable documentation will normally be provided by an appropriate medical practitioner and, when necessary, by a medical expert in the field.
- 55.6 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 section 55 will be provided by the University. Members will not be denied accommodation on the grounds that funds are not available from within the existing budget of their unit.



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

- 55.7 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.
- 55.8 Where the accommodation will represent a departure from the Agreement, the accommodation must be approved by the Vice-President Academic and Provost.

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

- 55.9 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.
- 55.10 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 (GV0235).
- 55.11 The accommodation plan and any supporting documentation will be included in the Personnel File of the Member and is confidential as provided in sections 21.15 – 21.17 of the 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 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.

### **Disagreement**

- 55.12 Where a Member and the Member's Chair or supervising Librarian cannot agree to an accommodation plan, the disagreement will be referred to the Dean of the Faculty (Vice-President Academic and Provost 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.
- 55.13 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 designate to discuss whether the services of an independent consultant would assist in formulating a plan.
- 55.14 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:

55.14.1 whether the documentation provided is adequate to determine the appropriate level and type of accommodation; and

55.14.2 an assessment of whether the University is offering a plan that constitutes a reasonable accommodation plan in the case, including whether additional elements of the plan are required to adequately accommodate the Member.

55.15 The independent consultant may request that the Member consult a specialist selected by the independent consultant for another opinion. The cost of consulting the specialist will be paid by the University. The consultant may then take into account the opinion of the specialist, together with medical and other evidence, including that provided by the person seeking accommodation, in providing their advice.

55.16 The independent consultant will be paid by the University.

55.17 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. This 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 will proceed in accordance with the provisions of section 59 of this Agreement.

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

56.1 The University will 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.

56.2 The University will 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.

56.3 Members who are granted paid leave by the University under this section 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.

56.4 In cases where a Member's private affairs require the appearance of the Member before a court or a statutory tribunal, the University will grant leave without salary to the Member.

56.5 Where leave is required under this section, the Member will notify, as soon as possible, their Chair of the days when the Member is required to be in court.

## **57. Political Leave**

57.1 Where a Member is nominated as a candidate to be a Member of Parliament or a Member of the Legislative Assembly of British Columbia, and the Member applies for political leave, the University will grant the Member 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:

- 57.1.1 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
  - 57.1.2 the University Librarian in the case of a Librarian for carrying out of the Librarian's duties and responsibilities during this period.
- 57.2 A period of political leave for this purpose will not exceed four months.
- 57.3 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 without salary effective from the date of election until the dissolution of that Parliament or Legislative Assembly to which the Member has been elected or until the Member resigns the seat in the Parliament or Legislative Assembly to which the Member has been elected, whichever occurs first.
- 57.4 The maximum period of continuous political leave under this section is the longer of:
- 57.4.1 two consecutive Parliaments or Legislative Assemblies; or
  - 57.4.2 seven years.
- 57.5 If the Member does not resume at least half-time service to the University at the expiration of this period of political leave, the Member is deemed to have resigned their employment with the University.
- 57.6 A Member who is elected as a member of a Regional District, City or Municipal Council, or School Board is not eligible for political leave. However, the Member may apply for:
- 57.6.1 a reduced level of appointment for the term of the Member's elected office; or
  - 57.6.2 leave without salary.
- 57.7 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 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 the Member's employment with the University.
- 57.8 During a period of political leave, a Member may maintain their University pension and benefit plans by paying the total cost of both the Member's and the University's contributions to the plans. The University will not make any contributions to a Member's personnel benefit plans during a period of political leave.
- 57.9 Salary adjustments during a period of political leave are governed by provisions of the Agreement with regard to a period of leave without salary.
- 57.10 Where a Member is on political leave for an entire academic year, no funds are allocated to the Member's Professional Expenses Reimbursement account for that academic year. Where a Member is on political leave for a portion of an academic year, the funds allocated to the Member's Professional Expenses Reimbursement account for that academic year will be prorated accordingly.
- 57.11 A Member on political leave may not be reimbursed from Professional Expense Reimbursement funds for expenses incurred during the period of political leave.
- 57.12 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.

57.13 Upon the expiration of political leave granted under this section, 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.

## Part 6

### 58. Discipline

58.1 The University supports the principle of progressive discipline and will make its best efforts to bring conduct, which could be the subject of disciplinary proceedings, to the attention of a Member in a manner that will assist the Member to correct her or his conduct; and provide a reasonable time for the Member to correct the conduct in question.

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

58.2 Where a written record of non-disciplinary oral discussion or any letter of expectations exists, it must be placed in a Member's Personnel File held in the unit if it is to be referenced in formal disciplinary proceedings. Documentation referenced in a written record will be placed in the Member's Personnel File held in the unit.

58.3 Any record of disciplinary action will be removed, or is deemed to have been removed, from a Member's Personnel File two years from the date of the document, provided there has been no further disciplinary action.

58.4 A Member's Official Performance File must not contain material or documentation arising from the application of this section but such material may be used for the purposes, and within the limits, set out in section 58.6.

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

58.5 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 biennial salary adjustments.

58.6 The fact that a disciplinary action has been imposed under sections 58.27–58.38 cannot 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:

58.6.1 The evidence is directly relevant to the evaluation criteria under section 19 for teaching performance and for scholarly and professional achievement;

58.6.2 The disciplinary action took place within the period for which the Member is being reviewed;

58.6.3 In accordance with sections 26 and 34, 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

58.6.4 The Member is given the opportunity to present evidence by way of response, rebuttal or mitigation before the final assessment is made.

- 58.7 Where evidence is considered as provided for in section 58.6, 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.
- 58.8 Where evidence is considered as provided for in section 58.6, that evidence must not form part of the Member's Official Performance File.

### **University to Provide Information**

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

### **Oral Discussion**

- 58.10 Where an issue is raised with respect to a Member's conduct, unless it represents serious misconduct, the first step will be an oral discussion between the Member and the Member's Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian, who will keep a note of the fact that the discussion took place. Where the issue has not occurred in the context of the Member's duties within the Department, the Chair or supervising Librarian may request that the discussion be conducted by the Dean or the University Librarian. A record of the oral discussion will be entered in the Member's Personnel File held in the unit, and a copy of the note, together with a written statement that these documents will be placed in the Personnel File, must be sent to the Member.
- 58.11 An oral discussion, including the making and retention of a note of that discussion, under section 58.10 is not a disciplinary action and may not be made the subject of a grievance under this Agreement.
- 58.12 A Member has the right to place a written response to the oral discussion on their personnel file.
- 58.13 Any note of an oral discussion or response to an oral discussion on a personnel file will be removed, or deemed to be removed, after three years unless the conduct has been repeated during that period and further action under this section has been taken.

### **Letter of Expectations**

- 58.14 Where conduct of a Member continues after an oral discussion under section 58.9, unless the conduct represents serious misconduct, the next step will be a letter of expectations 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.
- 58.15 A letter of expectations 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.
- 58.16 A Member has the right to place a written response to the letter of expectations on their Personnel File.
- 58.17 Any note of an oral discussion or response to a letter of expectations on a Personnel File will be removed, or deemed to be removed, after three years unless the conduct has been repeated and further action under this section has been taken.

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

- 58.18 Where the President, Vice-President Academic and Provost, or the Member's Dean or the University Librarian (hereafter the "Administrator") is satisfied that there may be concerns of inappropriate Member conduct, the Administrator may undertake a preliminary review of the case for the purpose of determining whether an investigation is warranted. Such an exercise will be carried out in a discreet and timely fashion. This preliminary review is not an investigation, and the Administrator will take all reasonable steps to minimize the impact on the Member's duties and working environment.
- 58.19 Provided the Administrator concludes that there are reasonable grounds to believe that a situation exists that may lead to disciplinary action against the Member, the University will undertake an investigation. An investigation conducted under this section does not constitute a disciplinary action and is not grievable under this Agreement.
- 58.20 Any investigation will 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.
- 58.21 Where the University decides to initiate an investigation, the Administrator will, 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.
- 58.22 The notice will schedule 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 from 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. The Administrator may have a representative of their choice attend the meeting.
- 58.23 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.
- 58.24 The intent of the meeting or meetings under this section 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.
- 58.25 After the meeting or meetings with the Member and after such further discussions as the Administrator considers necessary, and normally within 60 working days after the investigation

was initiated, the Administrator will determine what disciplinary action in accordance with sections 58.27 – 58.38, if any, is warranted and will send to the Member a notice in writing, with a copy to the Association, of her or his decision. The Administrator will also send to the Member a copy of any report or reports arising from the investigatory process, unless prohibited by law.

58.26 If the Administrator notifies the Member that in their opinion disciplinary action is warranted, the Member may require a final meeting with the Administrator to respond to the decision. The Member must deliver notice of this meeting, in person or by email to the Administrator with a copy to the Association 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. The Administrator is entitled to have a representative of their choice attend the meeting.

### **Disciplinary Action**

58.27 Disciplinary action may be taken against a Member only for just and sufficient cause and only in accordance with the provisions of this section:

58.27.1 disciplinary action will be commensurate with the nature of the Member's conduct and must only follow after an investigation under sections 58.18 – 58.26;

58.27.2 in any meeting attended by a Member who is subject to the provisions of this section, the Member must be accompanied by a representative of the Association; and

58.27.3 the processes regarding disciplinary action included in this section will, subject to the provisions of sections 58.6 and 58.8, 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.

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

58.28.1 issue a written letter of reprimand;

58.28.2 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

58.28.3 recommend to the President that the Member be dismissed.

58.29 Nothing in this section precludes the right of a Member to appeal a disciplinary suspension to the Board of Governors pursuant to the *University Act*.

58.30 All types of disciplinary action are grievable by the Association and may be sent to arbitration under section 59. A grievance relating to a recommendation for dismissal for just cause or for suspension by the President may be grieved but the grievance will 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.

58.31 The University will provide the Association with any correspondence communicating discipline to a Member.

### **Letter of Reprimand**

58.32 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 the Office of the Vice-President Academic and Provost. After two years elapse, a letter of reprimand will be removed, or deemed to have been removed, in accordance with section 21.

### **Suspension**

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

58.34 A suspension takes effect immediately upon the decision of the President to suspend.

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

58.35.1 delivering the notice to the Member personally; or

58.35.2 delivering the notice to the Member by courier or by receipted registered mail addressed to the Member's last known address; and

58.35.3 at the same time the University will send a copy of the Member's notice of suspension to the Association.

### **Dismissal for Just Cause**

58.36 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 section 65 or section 66 does not constitute dismissal for cause. Non-renewal of definite term or probationary appointments and denial of tenure do not constitute dismissal for cause.

58.37 Just cause for dismissal includes, but is not limited to:

58.37.1 with regard to teaching, library service, academic or administrative duties or responsibilities, or scholarly and professional activities:

58.37.1.1 persistent refusal or neglect to perform assigned duties and responsibilities without reasonable justification; or

58.37.1.2 serious and willful misconduct in the performance of assigned duties and responsibilities or in the performance of scholarly and professional activities;

or

58.37.2 with regard to conduct not connected with assigned duties and responsibilities:

58.37.2.1 a serious breach of the criminal law resulting in a conviction for an indictable offence; or

58.37.2.2 violent behaviour or threats of violence against a member of the University community; or

58.37.2.3 where professional standing (license, certification, registration) is an expressed condition of employment, removal of or failure to maintain such professional standing.



58.38 Where the Administrator is satisfied that there is just cause to justify a recommendation to the Board of Governors that the Member be dismissed and the President confirms this decision, the President will send a notice of intention to recommend dismissal to the Member with a copy to the Association. Before proceeding with dismissal, the President will provide the Member with a period of five working days within which to tender a written resignation before the President proceeds with dismissal unless such delay is reasonably likely to cause harm to others.

58.39 Where the just cause for dismissal is gross incompetence in the performance of duties and responsibilities, or persistent refusal or neglect to perform duties and responsibilities without reasonable justification, the President will not initiate the dismissal of a Member in accordance with section 58.37 until after the steps of progressive discipline have been exhausted.

## **59. Dispute Resolution and Grievance**

### **Informal Resolution**

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

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

### **Filing a Grievance**

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

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

59.5 A grievance is a claim by the Association arising from a dispute with the University respecting the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

59.6 A grievance must contain a brief written statement of the facts, a reference to the breach or inappropriate application or violation of the Agreement or applicable legislation, and a statement of the remedy sought.

59.7 The Association may submit a formal grievance on a matter of policy where the Association and the University disagree about the application or interpretation of this Agreement.

### **University Grievance**

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

### **Timelines**

- 59.9 A grievance must be submitted within 60 working days of the incident or from when the Association should reasonably have been aware that the incident occurred unless the President of the Association and the Vice-President Academic and Provost agree to extend the deadline for a specified period to provide more opportunity for informal resolution.
- 59.10 Notwithstanding section 59.9, a grievance of a suspension without pay or a grievance of a dismissal for just cause must be submitted within 20 working days of the Association's receipt of notice of the decision of the President.
- 59.11 Except for grievances submitted in accordance with section 59.7 or as otherwise provided in this Agreement, the Vice-President Academic and Provost and the President of the Association will each designate a representative who will meet within 15 working days of the submission of the grievance to discuss the problem and try to resolve it.
- 59.12 If the representatives fail to reach a solution within 10 working days of their first meeting, or if the representatives fail to meet within 15 working days, then either the Association or the University may refer the matter to arbitration.
- 59.13 All dates and timelines in this section may be altered or waived by written agreement of the Parties.

### **Expedited Arbitration Process**

- 59.14 The Parties may agree to an expedited process. One or more grievances may be referred to a single mediator-arbitrator for the purpose of resolving the issues expeditiously.
- 59.15 In the event that an expedited process is selected, the mediator-arbitrator will be appointed by agreement of the Parties and will begin proceedings on a date agreed to by the Parties. The mediator-arbitrator will assist the Parties to settle the dispute or, failing that, to agree on a joint statement of facts.
- 59.16 If within 10 working days of beginning expedited procedures, the Parties have not settled the grievance, the mediator-arbitrator must determine the grievance by arbitration in accordance with an efficient process set by the mediator-arbitrator. The mediator-arbitrator may limit the submissions of the Parties to written statements. The mediator-arbitrator will give a succinct decision within 15 working days of the end of the arbitration phase of proceedings.
- 59.17 The mediator-arbitrator's decision will not set a precedent for the Parties unless agreed otherwise.

### **Regular Arbitration Process**

- 59.18 Unless the Parties agree to an expedited arbitration, when the grievance procedures have been exhausted as stipulated under section 59.12 and one of the Parties refers the matter to arbitration, that Party will advise the other Party in writing of its decision to submit the grievance. Except as provided for in section 59.23, the grievance will be referred to a sole arbitrator.
- 59.19 The Parties will appoint an arbitrator by agreement. If they cannot agree, the Collective Agreement Arbitration Bureau of the province will be asked to make the appointment.
- 59.20 At least 20 working days before the scheduled date for the arbitration, the Parties must exchange complete particulars of their cases, including production of all documents in their possession that are relevant to the issues, the names of witnesses and a summary of expected testimony of each witness.

59.21 The Parties may agree to submit a joint statement of facts.

59.22 The arbitrator may call a pre-hearing conference on the request of either Party or on the arbitrator's motion to settle the questions to be answered in the arbitration, to obtain admissions or agreed statements of facts or to resolve any other issues prior to the hearing.

### **Academic Arbitration Process**

59.23 Any grievance by the Association that challenges the decision of the President or, in case of a Librarian, the Vice-President Academic and Provost in a case of denial of promotion, tenure, reappointment, grant of continuing appointment or removal of probation will be referred to an arbitrator, selected by the Parties under the provisions of section 59.19, and two academic advisors, selected in accordance with section 59.24.

59.24 The President of the Association and the Vice-President Academic and Provost will each select an advisor who currently holds a faculty or Librarian appointment at the University of Victoria and who will sit with the arbitrator to provide information and context with respect to the academic standards to be applied and the normal processes of the University.

59.25 The advisors will not be voting members of the panel, but will attend all meetings between the arbitrator and the Parties and will also attend the hearing. The arbitrator will not meet individually with either advisor and should the arbitrator have any questions, the arbitrator will ask the same questions of both advisors.

### **Arbitration Hearing**

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

59.27 Any hearing will be held in private. The grievor, the designated representatives of the Association, the University and their counsel or other advisors are entitled to attend the hearing.

59.28 Each Party has the right to present evidence and make arguments to the arbitrator. Where oral evidence is heard, the Parties have the right to cross-examination of the other's witnesses.

59.29 The arbitrator may decide to admit evidence, whether or not included in the Parties' pre-hearing disclosure, as the arbitrator thinks fit.

59.30 Each Party will bear the costs of its own fees and expenses and the Parties will share equally the fees and expenses of the arbitrator.

59.31 The decision of the arbitrator is final and binding on the Parties. Unless unusual circumstances exist, the arbitrator will submit the decision to the Parties within 30 working days of the final day of the hearing.

59.32 Where the grievance involves a matter of discipline or a matter referred to in section 59.23, the arbitrator may dispose of the grievance in any way the arbitrator determines is just and reasonable, subject to the provisions of the *University Act*.

59.33 Either party may ask the arbitrator to clarify the decision. A request to clarify must be in writing, copied to the other Party and made within 20 working days of receiving the decision. The arbitrator must answer the request in writing with copies to both Parties within 15 working days of receiving the request.

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

- 60.1 External professional activity includes:
- 60.1.1 employment in any capacity by another employer;
  - 60.1.2 consulting;
  - 60.1.3 personal services contracts;
  - 60.1.4 private practice of the Member's profession; and
  - 60.1.5 self-employment.
- 60.2 External professional activity, whether paid or unpaid, does not include:
- 60.2.1 serving as an external referee, examiner or reviewer for another academic institution;
  - 60.2.2 editing an academic or professional journal related to the Member's academic discipline;
  - 60.2.3 serving as a peer reviewer for a granting agency or publisher; and
  - 60.2.4 serving in leadership positions in professional associations, and as a member of community associations or boards.
- 60.3 Members have the right to engage in external professional activity provided that such activity does not conflict with their normal University duties and responsibilities.
- 60.4 A conflict does not exist when a Member fulfills the duties and responsibilities required by the category of the Member's appointment and as defined in the Standard of the Member's Academic Unit or the Libraries as described in sections 27.15, 27.16, and 27.26.
- 60.5 Members may use the University's resources or facilities for external professional activities in accordance with this Agreement provided such activities do not incur incremental costs or interfere with the use of University resources or facilities for the purposes of the University.
- 60.6 Members will have the right to state the nature and place of their employment, rank and title in connection with external professional activity and to use their University address as a mailing address so long as it is clear that they do not represent the University or speak on behalf of the University unless expressly authorized to do so.
- 60.7 If a Member plans to undertake an external professional activity that has the potential to conflict with some aspect of the Member's duties and responsibilities, the Member must forward a request for approval to the Member's Chair or University Librarian to undertake the activity in accordance with the steps set out below. The request for approval will be in writing and will include:
- 60.7.1 a description of the external professional activity;
  - 60.7.2 the anticipated time commitment for the external activity;
  - 60.7.3 the extent, if any, of the use of University facilities, supplies, support staff or students; and
  - 60.7.4 an estimate of the impact that the external professional activity will have on the Member's University responsibilities.
- 60.8 The Member's Chair will forward the Member's request to the Member's Dean together with the Chair's recommendation.

- 60.9 In making a decision to approve or reject such application, the Dean or University Librarian will consider whether or not the Member will be able to fulfill their University duties and responsibilities and may impose conditions on the approval.
- 60.10 For all Members with a full-time appointment (1.0 FTE), a description of the nature and scope of all external professional activity which taken together involves a commitment of the Member's time in excess of a half working day per week will be included in an annual report submitted to the Member's Chair with a copy to the Member's Dean or to the University Librarian. All information in such reports is confidential.

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

- 61.1 For the purposes of this section:
- 61.1.1 "Immediate family member" means a spouse, partner, child or sibling;
  - 61.1.2 "Next level of authority" means: for a Faculty Member, the Chair; for a Chair, the Dean; and for a Librarian, the University Librarian;
  - 61.1.3 "Person" includes a corporation where the Member is an officer or director or owns a controlling interest in the corporation;
  - 61.1.4 "Reasonable apprehension of bias" has the meaning described in section 61.23; and
  - 61.1.5 "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.
- 61.2 This section applies to the following activities:
- 61.2.1 the participation of Members and others in any recommendation or decision or the process leading to such a recommendation or decision to which this Agreement applies;
  - 61.2.2 the participation of Members in matters pertaining to the financial or property interests of the University;
  - 61.2.3 the use of confidential information acquired by a Member in the course of their employment at the University that is personal information with regard to other employees of the University or information that was intended to remain confidential to the University;
  - 61.2.4 the participation of Members in research activity, including the submission of applications for research funding from any granting agency; and
  - 61.2.5 the participation of Members in any entities controlled by the University.
- 61.3 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.
- 61.4 A conflict of interest does not arise where Members participate in negotiations with regard to salary, benefits or terms of employment on behalf of the Association, themselves or other

Members; or the interest of the Member and any benefit to the Member is only as part of the advancement of the interests of the Member's Academic Unit or the University as a whole.

### **Obligation to Disclose**

- 61.5 At the time a Member is required for salary adjustment evaluation in the Member's unit to submit material related to the past two years' activities, the Member must also submit a statement to their 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 section. This statement (the "Disclosure Statement") will be contained in a separate document, be filed in the Member's Personnel File in the unit, and will, except as required by this section, be kept confidential.
- 61.6 At the time of applying for any research funding, a Member must include with the material submitted for the application to Research Services a certification that the Member has submitted a Disclosure Statement within the past 12 months and that there have been no material changes after that time or that, immediately before or concurrent with the application, the Member has submitted a Disclosure Statement to his or her next level of authority. This certification must be signed by both the Member and their next level of authority.
- 61.7 A Member who becomes aware that the Member has an actual or potential conflict of interest not disclosed in a Disclosure Statement submitted in the past year must, as soon as is practical, take steps to deal with the conflict appropriately. These steps include:
- 61.7.1 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 section 61.13;
- 61.7.2 Where the conflict is of an ongoing nature, arises in the context of research, or constitutes a material change in the matters disclosed in the Member's last Disclosure Statement, the Member discloses the conflict to their next level of authority and submits an amended Disclosure Statement.

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

- 61.8 Where any person alleges in a signed statement that a Member's participation in any activity to which this section applies gives rise to a conflict of interest, the allegation must be reported in writing to the next level of authority who will forward a copy of the signed allegation to the person alleged to have a conflict of interest with an invitation to submit a response. Questions of conflict of interest or reasonable apprehension of bias that pertain to processes for evaluations of a Member and are raised by the candidate are covered by sections 26.14, 31.12 – 31.16, 33.6 – 33.8, and 41.8 and not by these provisions.

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

- 61.9 Where an actual or potential conflict of interest has been disclosed or reported to the next level of authority, the latter will determine whether a conflict of interest exists and appropriate measures to deal with that conflict of interest, including whether the conflict of interest prevents the Member from carrying out the activity giving rise to the conflict or whether it can be carried out with appropriate safeguards.
- 61.10 In determining the appropriate measures to deal with a conflict of interest, the person to whom the disclosure was made will consider any relevant factors, including, but not limited to:

- 61.10.1 any possible harm to the University or its employees, officers or others acting on its behalf if the conflict is allowed;
  - 61.10.2 any possible harm to the interest of students, clients of University services or others served by the University, if the conflict is allowed;
  - 61.10.3 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;
  - 61.10.4 the consequences to the University, its reputation and future activities if the conflict of interest is or is not allowed;
  - 61.10.5 the educational, research, economic and other interest of the University;
  - 61.10.6 the degree to which the conflict, where arising in the context of research, might compromise the researcher's professional judgment in conducting or reporting research; and
  - 61.10.7 the rights and interests of the Member.
- 61.11 The factors to be considered under section 61.10 must be interpreted in light of the guarantee of academic freedom provided to Members in section 4.
- 61.12 In determining the appropriate measures to deal with a conflict of interest, the person to whom the disclosure was made may request from the Member additional information that relates directly to and is necessary to assess and decide the issue; consult with others before making a decision; and impose terms and conditions as part of a decision allowing a Member to continue to participate in decisions or research in which a conflict of interest may be relevant.
- 61.13 Where the next level of authority has made a determination that a conflict of interest exists and the appropriate measures for dealing with it, they will notify the Member in writing and will include any terms and conditions that the Member must follow. If the Member disputes the decision, the Member may appeal the matter to the next level of review, in the normal order (Chair's decision to Dean; Dean's decision to Vice-President Academic and Provost; University Librarian's decision to Vice-President Academic and Provost). The final decision rests with the Vice-President Academic and Provost, but nothing in this section limits the rights of the Faculty Association to exercise its rights under section 59 of this Agreement.

**Where a Conflict of Interest Exists**

- 61.14 Where a person has a conflict of interest that affects a decision in which they would have participated, that person will refrain from participating in making any recommendation or decision that directly and preferentially benefits their personal, financial or professional interest, or the personal, financial or professional interest of an immediate family member or of an individual with whom the person has or has recently had a personal, intimate relationship. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the conflict will be discussed.
- 61.15 Without limiting the generality of the foregoing, unless specifically authorized by the Vice-President Academic and Provost or designate, after full written disclosure of the conflict, a person will not with University funds or with funds administered by the University knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the person, or a member of the person's immediate family or of an individual with whom the person

has or has recently had a personal, intimate relationship, has a material financial interest; or employ or otherwise engage, using University funds or funds administered by the University, an individual who is a member of the person's immediate family or with whom the person has or has recently had a personal, intimate relationship.

- 61.16 When a Member has been informed of a decision under section 61.13 that prohibits the Member from carrying out a particular activity to which this section applies or that imposes restrictions on that activity, the Member must abide by that decision unless and until the decision is altered on appeal.
- 61.17 Failure to disclose a material conflict of interest or to abide by the provisions of this section 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.
- 61.18 Conflicts of interest with regard to the relationships between students and Members are defined in Appendix "E" to this Agreement.
- 61.19 Members will 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.

#### **Protection of Members**

- 61.20 A Member who, in good faith, follows the procedures set out in this section and participates in any activity to which this section applies after receiving approval from the Member's 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.

#### **Reporting**

- 61.21 At the time a Chair makes recommendations for merit, the Chair will 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 section applies and how many were resolved by establishing a protocol for managing the conflict.
- 61.22 To the extent permitted by law, except as necessary for reporting as required in this section 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.

#### **Reasonable Apprehension of Bias**

- 61.23 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 sections 26.14, 31.12 – 31.16, 33.6 – 33.8, and 41.8) 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. Where questions of bias are addressed in the section articulating the decision-making process, the provisions of that section apply.
- 61.24 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.

- 61.25 Where the Dean or University Librarian receives a written request for a determination of whether there is a reasonable apprehension of bias, the Dean or University Librarian will forward a copy of the request to the person about whom the apprehension exists and invite that person to submit a response.
- 61.26 Where a written allegation of apprehension of bias has been made to the Dean or University Librarian, the Dean or University Librarian will determine whether there is a reasonable apprehension of bias as defined by this section.
- 61.27 Where the Dean or University Librarian determines that a reasonable apprehension of bias exists, the person with regard to whom such apprehension exists will refrain from further participation in the making of any recommendation or decision or participating in the process leading to a recommendation or decision concerning the applicant or candidate. Refraining from participation means withdrawing from all or any portion of a meeting where the applicant or candidate will be discussed.
- 61.28 The Dean's or University Librarian's determination of bias will be in effect for three years, unless at the expiry of this period, and upon the application of a Member, the Dean or University Librarian confirms that the apprehension of bias continues to exist. Where the apprehension of bias is found to be continuing, the determination of bias will be in effect for three additional years.

## **62. Discrimination and Harassment Policies and Procedures**

- 62.1 The Association and the University recognize the right of Members to work in a work environment free from discrimination and harassment.
- 62.2 The University's Discrimination and Harassment Policy and Procedures (GV0205) is accessible to all members of the University Community and the Equity and Human Rights Office is available to all Members in the bargaining unit. Nothing in the Discrimination and Harassment Policy and Procedures bars Members from claiming their rights under other procedures whether available at law or under this Agreement.
- 62.3 The Association and the University agree to the following guidelines in the event of a harassment complaint affecting any Member in the bargaining unit:
- 62.3.1 Complaints of harassment will normally be first dealt with, in the strictest confidence permissible under the law, as an informal complaint under the University Discrimination and Harassment Policy or through any other procedures acceptable to all parties. Participation in such informal processes will be without prejudice to all parties and will not prejudice the right of the Association to invoke the grievance procedure. The Equity and Human Rights Office will inform a Member that Association representation is available at the informal stage of the complaint process.
- 62.3.2 Where a Member wishes to pursue a complaint of discrimination or harassment beyond the informal stage of the Discrimination and Harassment Policy, the Equity and Human Rights Office will notify the Association of the complaint in confidence. The Association may process the complaint as a formal grievance under section 59 of this Agreement, in which case the complainant and the Association will agree to abandon pursuing the

complaint under any other University policy, including the Discrimination and Harassment Policy and Procedures.

- 62.3.3 Where a Member chooses to submit a complaint of discrimination or harassment directly to the formal stage of the Discrimination and Harassment Policy, the Equity and Human Rights Office will notify the Association of the complaint in confidence. The Association and the Member will have the option to elect instead to pursue the matter under the grievance procedure, but this election must occur no later than 15 working days after the Association receives notice of the existence of a complaint. The Member will be represented by the Association if the Member elects to proceed with a complaint to the completion of the formal stage under the Discrimination and Harassment Policy.
- 62.3.4 The Parties agree that the matter may not be formally pursued through the Discrimination and Harassment Policy if the grievance process has been initiated, and nor will the complaint be grieved once the Member has elected to pursue the matter through the formal complaint procedure in the Discrimination and Harassment Policy, subject to section 62.3.3.
- 62.3.5 Where a Member is a respondent to a complaint of discrimination or harassment beyond the informal stage of either the Discrimination and Harassment Policy or another collective agreement, the Association will be advised in confidence of the existence of a complaint affecting the respondent, and the respondent will be referred to the Association for representation throughout any proceedings.

## Part 7

### 63. Salary

#### Application

- 63.1 The Parties recognize the value of a stable and predictable salary structure that provides a fair and competitive system of compensation to Members as a means of maintaining excellence within the University.
- 63.2 All Members with Limited-Term Appointments, including all Limited-Term Librarian Members, are eligible to receive any Basic Adjustment and the Career Progress Increment.

#### Starting Salaries

- 63.3 Starting salaries are individually negotiated.
- 63.4 Nothing precludes a salary offer above the level of the salary floor for the rank in question.
- 63.5 The salary floors for the ranks, at July 1, 2014, are as follows:

Rank	Salary Floor
Lecturer	\$70,000
Assistant Teaching Professor	\$73,000
Associate Teaching Professor	\$84,000
Teaching Professor	\$93,000
Artist-in-Residence	\$73,000

Assistant Professor	\$73,000
Associate Professor	\$85,000
Professor	\$103,000
Librarian I	\$58,000
Librarian II	\$62,000
Librarian III	\$71,000
Librarian IV	\$78,000

63.6 Salary floors will increase effective July 1 for each year of this agreement by the total amount of the Basic Adjustment that has occurred during the preceding Academic Year as set out in section 63.9.

**Salary Adjustments**

63.7 Salaries are adjusted effective July 1 each year, unless otherwise agreed to in the Collective Agreement. Basic adjustments scheduled to take effect on May 1 will be applied on May 1.

63.8 The types of annual salary adjustments are:

- 63.8.1 annual basic adjustment;
- 63.8.2 career progress increment (CPI);
- 63.8.3 merit increment (MI); and
- 63.8.4 any other adjustment designated in the Collective Agreement.

**Allocation of Salary Adjustments**

63.9 The basic adjustment is an across-the-board adjustment and is not related to the evaluation of performance. The value of any annual basic adjustment for each year shall be as follows:

- July 1, 2014 = 0%
- July 1, 2015 = 1%
- May 1, 2016 = 0% plus ESD; July 1, 2016 = 0.5%
- May 1, 2017 = 1% plus ESD; July 1, 2017 = 0.5%
- May 1, 2018 = 1% plus ESD; July 1, 2018 = 0.5%
- May 1, 2019 = 1% plus ESD

63.10 The Economic Stability Dividend (ESD) denotes a formula by which employees receive general wage increases equal to half of any percentage gain in real GDP above the Economic Forecast Council’s forecast. Details of how the ESD is computed are contained in the MOU attached to this Agreement as Appendix A.

63.11 In 2015 and 2016, there will be additional compensation which will make additions to base salary for Members of approximately 1.44% of the salary base as reported to PSEC for an approximate total adjustment of 2.88% adjustment (including benefits) on the salary base reported to PSEC. This adjustment (the DPA) will be differentiated on the basis of merit and rank and will be calculated for each Member in accordance with the formula agreed to in the MOU attached as Appendix A to this Agreement.

63.12 A CPI recognizes career progress of a Member whose performance is judged to have satisfied the expected standard of career progress in the period of review. MIs serve to recognize increasing levels of meritorious performance. The maximum number of MIs that may be awarded to a

Member in one year is four. The value of a CPI and MI for Members in each year of this term will be as follows:

Year of contract	Faculty CPI	Faculty MI	Librarian CPI	Librarian MI
2014/15	\$945	\$730	\$835	\$615
2015/16	\$945	\$730	\$835	\$615
2016/17	\$1245	\$730	\$1100	\$615
2017/18	\$1245	\$730	\$1100	\$615
2018/19	\$1245	\$730	\$1100	\$615

63.13 At the end of the Agreement term, the CPI will revert to the 2015/16 level for both Faculty Members and Librarians, subject to renegotiation for the new Agreement.

63.14 Before a Dean or the University Librarian forwards to the Vice-President Academic and Provost biennial salary recommendations that would result in a CPI not being awarded to the Member, the Member will 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).

63.15 MIs are available only to Members who receive a CPI. All Members receiving a CPI will receive 0.0, 0.5, 1.0, 1.5, 2.0, 2.5, 3.0, 3.5, or 4.0 MIs. Any score of 0.0 or 0.5 requires the Chair to write to the Member, explaining the reasons behind the decision.

63.16 For the purpose of this section, "unit" means:

63.16.1 a Faculty;

63.16.2 the Division of Medical Sciences;

63.16.3 the Libraries; and

63.16.4 Academic Administrators.

63.17 Subject to section 63.19, MIs must be distributed among the Members in a unit, other than Chairs and those Members who receive an automatic 2 MI in accordance with section 19.39, such that at least 15% of Members in the unit, rounded down to the nearest whole number, fall within each of the following categories:

63.17.1 0.0, 0.5, or 1.0 MIs;

63.17.2 1.5, 2.0, or 2.5 MIs; or

63.17.3 3.0, 3.5, or 4.0 MIs.

63.18 There are two pools of MIs available for award: the primary pool where the number of MIs will be twice the number of Members to be evaluated including Chairs; and a supplementary pool where the number of MIs shall be equal to the number of Chairs.

63.19 MIs are allocated by the Vice-President Academic and Provost to the Deans and the Libraries in proportion to the number of Members to be evaluated in the respective unit, such that each unit is able to distribute 2 MIs per Member evaluated. The Vice-President Academic and Provost will also allocate to each Dean of a Faculty sub-divided into Departments a number of supplementary MIs equal to the number of Departments in the Faculty.

- 63.20 The Vice-President Academic and Provost makes salary adjustments based on the recommendations made by the Deans and the University Librarian. Chairs are responsible to forward to the Dean a list of MI and CPI recommendations, excluding for Chairs. Deans and the University Librarian are responsible to forward to the Vice-President Academic and Provost a list of MI and CPI recommendations, including for Chairs.
- 63.21 When a Member is promoted to another rank, the Member will receive a promotion increment, which is a permanent salary increase equivalent to the value of one CPI valued at the July 1, 2014 amount.
- 63.22 Where a Member is not being promoted to a higher rank at the effective date of a salary adjustment, salary adjustments as applicable will be implemented in the following order:
- 63.22.1 the basic adjustment;
  - 63.22.2 the DPA amount, if given in that year;
  - 63.22.3 the career progress increment; and
  - 63.22.4 merit increments.
- 63.23 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 will be implemented in the following order:
- 63.23.1 the basic adjustment;
  - 63.23.2 the DPA amount, if given in that year;
  - 63.23.3 any increase necessary to bring the Member to the floor of the rank to which the person is being promoted;
  - 63.23.4 the promotion increment;
  - 63.23.5 the career progress increment; and
  - 63.23.6 merit increments.
- 63.24 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 this Agreement, the promotion increment, CPI and MIs awarded to the Member are reduced by multiplying the value of the increments awarded by the FTE value of the appointment.
- 63.25 The salary of a Member who has been on leave without salary in the year immediately preceding the effective date of the adjustment will be adjusted by the amount of any basic adjustment or other applicable adjustment specified in this Agreement.

### **Supplementary Salary Amounts**

- 63.26 The Vice-President Academic and Provost may authorize an Academic Unit to offer a market supplement as a recruiting measure or a retention adjustment to secure the retention of a Member.
- 63.27 The amount and terms of a market supplement will be stated in an offer letter to a candidate for an appointment. Depending on the circumstances of the individual case, a market supplement may be a permanent salary increase or may be of a limited duration, in which case it may decline during the payment period, and may be renewable. A market supplement does not form part of a Member's

regular base salary, but it is included in a Member's salary for the purpose of all benefits calculations.

- 63.28 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.
- 63.29 By April 30 of each year commencing April 30, 2016, the University will report to the Association the following:
- 63.29.1 number of market supplements and retention adjustments awarded in the academic year, including amounts: by Faculty, by gender, by rank, and by dollar value, including in the Libraries;
  - 63.29.2 number of market supplements and retention adjustments that were continuing at July 1 of the current academic year: by Faculty, by gender, by rank, and by dollar value, including in the Libraries;
  - 63.29.3 number of market supplements and retention adjustments that will be continuing at July 1 of the next academic year: by Faculty, by gender, by rank, and by dollar value, including in the Libraries; and
  - 63.29.4 number of market supplements that ceased during the current academic year: by Faculty, by gender, by rank, and by dollar value, including in the Libraries.
- 63.30 When a Dean or the University Librarian submits recommendation for MI and CPI to the Vice-President Academic and Provost, the Dean and University Librarian will review the salaries in their unit to determine whether there are any issues arising for any Members arising from salary compression or other anomalous situations, based upon a comparison with salaries across the unit, and will submit a report making any recommendations for changes.

### **Salary Appeal Process**

- 63.31 A Member may request the Vice-President Academic and Provost to reconsider their 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 the salary notice.
- 63.32 After seeking written advice from the Dean or University Librarian, as the case may be, the Vice-President Academic and Provost will respond in writing to the request for reconsideration, normally within 30 days of receiving the request.
- 63.33 The Faculty Association may file a grievance in accordance with the provisions of section 59 in the case of a Member who is not satisfied with the reconsideration of the salary adjustment by the Vice-President Academic and Provost. The grievance must be filed within 60 working days of receiving written notice of the Vice-President Academic and Provost's reconsideration of the Member's salary adjustment.

## **64. Benefits**

- 64.1 The University provides Members with the following benefits programs:
- 64.1.1 Medical Services Plan;

- 64.1.2 extended health benefits;
  - 64.1.3 dental plan;
  - 64.1.4 pension plan;
  - 64.1.5 group life insurance plans;
  - 64.1.6 long-term disability plan; and
  - 64.1.7 travel accident insurance.
- 64.2 During a period of approved leave without salary or compassionate leave without salary, a Member may continue any or all of University personnel benefits by assuming the total cost thereof including the University's contributions. Contributions may be paid in advance or on the normal monthly basis. The share of the costs normally borne by the University may be paid either directly by the Member or by another employer if the Member has obtained the agreement of another employer in a form satisfactory to the University.
- 64.3 Any change to the provisions of a particular benefit listed in section 64.1 (excluding the jointly trusteesd Pension Plan) or change to the level of benefit provided will not be made without approval of both the University and the Faculty Association.
- 64.4 LTD coverage and LTD benefits will cease at the Member's normal retirement date. Basic life insurance will be reduced to one times annual salary at the Member's normal retirement date.
- 64.5 Pension contributions from both the Member and the University will cease at the age set by statute and the Member must begin to draw pension in accordance with the statutory rules, at that age.

## Part 8

### 65. Program Discontinuance

- 65.1 This section applies only where the discontinuance of a course of study, program, Faculty, School or Department may result in the lay-off of Members. Sections 65.13 – 65.23 will only be invoked after the process outlined in sections 65.6 – 65.12 has been completed.

#### **Role of Senate and Board**

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

#### **Security of Employment**

- 65.4 Where the discontinuance of a course of study, program, Department, School or Faculty may affect the security of employment of Members, the University will endeavour to maintain the employment of Members whenever possible, recognizing the following:
- 65.4.1 the importance of tenure as a protection of academic freedom;

65.4.2 the long-term commitment made by Members to an academic career at the University;  
and

65.4.3 a Member's ability to contribute to the University in many ways.

65.5 If, under these provisions, the Board of Governors approves the discontinuance of a program that is anticipated to result in lay-offs of Members, a labour adjustment committee will be constituted by the Association and the University and the procedures of sections 65.17 – 65.20 will be followed.

### **Proposal for Discontinuance**

65.6 Before the President of the University, a Vice-President, Associate Vice-President or Dean submits to Senate a proposal for discontinuance under section 65, a copy of the proposal must be sent to the President of the Association, and the Members in the affected Academic Unit.

65.7 The written proposal must contain:

65.7.1 a detailed statement of the reasons for such a proposal (paramount);

65.7.2 details of the consequences of the proposal with regard to the employment status of Members including any proposed voluntary transfers of Members to other Academic Units;

65.7.3 any proposed voluntary transfers to academic administrative positions;

65.7.4 any proposed voluntary retirements or resignations;

65.7.5 any proposed voluntary reduction in the FTE of appointments;

65.7.6 any other measures that have been made available to Members before considering the need to lay off Members; and

65.7.7 the proposed lay-off of Members.

### **Review Committee**

65.8 Before deciding whether or not to forward the proposal to Senate, the President will, within 15 working days of sending a copy of the proposal to the President of the Association, establish a review committee that is advisory to the President. The review committee will consist of five members: two nominated by the President of the Association, two nominated by the President of the University and one member jointly named by the two Presidents. The committee will select its own chair. The members must have relevant academic expertise and suitable qualifications for the reviewing task. No member of the committee will be a member of the unit that would be affected by the proposal for discontinuance.

65.9 The University will cooperate with the committee by making available to it all relevant data and information, and providing it with appropriate and essential resources.

65.10 The review committee will provide all interested persons or groups with an opportunity to make submissions with regard to all aspects of the proposal referred to in section 65.7, and submit its report containing its comments and advice with regard to the proposal within 40 working days of its appointment. The report may contain dissenting views in whole or in part or with respect to any specific issue.

65.11 With regard to the course of study, program, Faculty, School or Department proposed for discontinuance, the committee will address the following questions in its report:



- 65.11.1 whether there are bona fide academic reasons for the proposed discontinuance. In making this assessment, the review committee will consider:
- 65.11.1.1 the quality of teaching and/or research;
  - 65.11.1.2 any relevant academic reviews either internal or external (internal academic accreditation reports, or evaluations by other professional or academic bodies);
  - 65.11.1.3 success in placement of graduates in graduate programs or occupations; and
  - 65.11.1.4 any other criteria identified in the proposal or expressly considered relevant by the Committee;
- 65.11.2 the relationship of the course of study, program, Faculty, School or Department proposed for discontinuance with other programs or units within the University;
- 65.11.3 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;
- 65.11.4 whether any academic deficiencies can be remedied within three years and, if so, how;
- 65.11.5 any other questions the review committee deems appropriate; and
- 65.11.6 the reasonableness of the proposals and the consequences described under section 65.7.4.

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

#### **President's Recommendation**

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

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

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

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

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

65.16 If the Board of Governors directs that a program be discontinued, the President of the University will notify the President of the Association and they or their designates will appoint a labour adjustment committee to follow the procedures of sections 65.17 – 65.21.

### **Labour Adjustment Process**

- 65.17 Where a program is to be discontinued and lay-offs are anticipated as a result, within ten working days of the decision of the Board of Governors, the President of the University and the President of the Association, or their designates, will appoint a labour adjustment committee, consisting of an equal number of appointees by each.
- 65.18 The labour adjustment committee will meet within 5 working days of its appointment and will review every proposed lay-off caused by the program discontinuance. The committee will first canvass Members who are proposed to be laid off as to whether any would be willing to take a reduced appointment or to retire in order to avoid lay-offs. For remaining Members who would otherwise be laid off, the committee will use its best efforts to determine an appropriate transfer to another unit within the University of each such Member. The committee may recommend that the University provide additional training for up to two years of any Member who requires such training in order to accept an offered transfer and the Member will be entitled to undertake that training without payment of tuition or fees to the University.
- 65.19 The committee will provide a report to the President of the University and the President of the Association outlining its deliberations and recommendations for transfers to other units.
- 65.20 Members to be transferred will retain their rank, salaries, seniority and years accrued toward study leave in their new units and will not be transferred without their consent. Units to whom transfers are to be made will not unreasonably refuse to accept a transfer arising from this process.
- 65.21 The University has the right, in its sole discretion, to offer enhanced voluntary severance packages to any Member to avoid a lay-off. Members dealing with an offer of an enhanced voluntary severance package are entitled to the assistance of the Faculty Association.

### **Members Not Transferred**

- 65.22 If, after the labour adjustment committee has made its report, there are still Members who have not taken voluntary retirement, or voluntary severance or have not been transferred to another unit, those Members will continue in their normal positions in their Faculty or the Libraries for a period of 1 (one) year at their regular salary. During this year, in the case of a Faculty Member, the Dean will assign teaching duties where possible, consistent with the Standard of Duties and Responsibilities of the Unit.
- 65.23 During this year, the Member, the Dean or University Librarian and a representative of the Faculty Association will continue to work towards finding an acceptable permanent transfer of the Member within the University.
- 65.24 If at the end of the year, the Member has not accepted a transfer or taken voluntary retirement or voluntary severance, the Member will be laid off. Notice, severance and recall rights of the Member will be as provided for in sections 66.36 – 66.47.

### **Costs of Committee**

- 65.25 The cost of the review committee established under this section will be borne by the University.

## **66. Financial Exigency**

- 66.1 The Parties agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the

preservation of academic freedom. Any lay-off for budgetary reasons of tenured or tenure-track Members, of Assistant or Associate Teaching Professors holding continuing appointments, or of Librarian/Archivist Members on confirmed or probationary appointments will occur only during a state of financial exigency declared by the Board of Governors under this section.

- 66.2 For the purposes of this Agreement, a state of financial exigency occurs when the University's budget forecasts, prepared by using generally accepted accounting principles, project substantial and recurring financial deficits that will affect the continued functioning of the University as a whole and that will persist for two years or more unless there is a reduction in expenditures.
- 66.3 The use of the term "accounting" in sections 66.2, 66.5, and other subsections of section 66 includes future predicted costs.

#### **Declaration of Financial Exigency**

- 66.4 When the Board of Governors considers that a financial exigency exists within the meaning of section 66.2, the Board of Governors may declare a financial exigency and specify the required base budget reduction expressed in dollars. Where such a declaration is made, the President of the University will give notice of the declaration to the Association within five working days stating that the Board of Governors intends to act in accordance with the procedures set out below.
- 66.5 Within five working days of giving notice of a declaration that a financial exigency exists, the Board of Governors will forward to the Association all financial documentation upon which the Board of Governors based its declaration of financial exigency. The documentation will be sufficiently detailed that by using generally accepted accounting principles a state of financial exigency can be evaluated.
- 66.6 After a declaration of financial exigency has been made, the Board of Governors agrees in the recall period, not to make new appointments in any Faculty or the University Libraries where the holder of such appointment would be represented by the Association under this Agreement unless all recall rights under this section have been exhausted; and agrees that if it creates and fills any new academic administrative positions that are described in section 7.2 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.
- 66.7 Nothing in this section prevents the University from renewing the appointment of a person holding a position described in section 7.2 or making a new appointment to a position described in section 7.2.
- 66.8 Lay-off of Members under this section will occur only after a state of financial exigency has been declared by the Board of Governors in accordance with the procedures contained in this section; efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken; and all reasonable means of improving the University's revenues have been exhausted.
- 66.9 No Member will be laid-off, terminated, or otherwise penalized with respect to terms and conditions of employment and/or rights or privileges relating to employment for financial reasons, except in accordance with this section. However, this section does not preclude the non-renewal of Members on limited-term appointments, or lay-offs, where the conditions and procedures of section 65 have been satisfied.

## **Financial Commission**

- 66.10 Within 15 days of the notice specified in section 66.4 above, the Board will establish a financial commission consisting of five (5) members, two (2) of whom will be appointed by the Board of Governors, two (2) of whom will be appointed by the Association, and the fifth of whom will be an independent chair selected by the other four (4) members of the commission. In the event the other members of the commission cannot agree on a chair, the chair will be named by a Justice of the Supreme Court of British Columbia upon application being made by the Parties to the Court. No member of the financial commission will be a government official.
- 66.11 The financial commission will review the material on the state of financial exigency and either verify to the Board of Governors the existence of such a financial exigency or report that such a financial exigency does not exist.
- 66.12 The University will co-operate with the financial commission in its deliberations and will provide all documentation necessary to establish to the satisfaction of the financial commission whether a state of financial exigency exists within the meaning of this section.
- 66.13 The financial commission will establish its own procedures; however, all decisions of the financial commission will be by majority vote of the members of the financial commission.
- 66.14 The financial commission will invite submissions on the University's financial condition and consider:
- 66.14.1 whether the University's financial position constitutes a state of financial exigency as defined in section 66.2;
  - 66.14.2 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;
  - 66.14.3 whether other means of achieving savings have been explored and utilized;
  - 66.14.4 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*;
  - 66.14.5 whether revenue estimates from enrolment projections are consistent with any proposed reduction in the complement of Members;
  - 66.14.6 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
  - 66.14.7 any other matters that it considers relevant to the proposed financial exigency.
- 66.15 The financial commission will respond to each category listed above in its report.
- 66.16 The financial commission will make its report to the Board and the Association within three months of its appointment. If the financial commission verifies that there is a state of financial exigency, it will recommend the required base-budget reduction expressed in dollars. It will also recommend the portion of that reduction that would be achieved by laying off Members, or by reducing expenditures on Members' salaries and benefits.

66.17 When the report of the financial commission verifying that a financial exigency exists is made known to the Association, the Association will invite Members to recommend proposals for the use of voluntary measures to bring about savings in expenditures for Members' salaries and benefits.

### **Renegotiation Period**

66.18 In the event of a declaration of financial exigency, if either Party serves notice to the other no later than 7 working days after the Board of Governors has declared financial exigency, notwithstanding any provisions of this Agreement or other Agreement between the Parties, the Parties will attempt in good faith to renegotiate provisions of the Agreement bearing directly on salaries and benefits, or reach other mutually acceptable emergency methods of reducing expenditures that could avert lay-offs or decrease the number of lay-offs, including a proposal for reduction in salaries proportionate to the required cut, or lay-off days each year during the period of financial exigency. The negotiations will be completed within 40 calendar days after the first meeting unless the period is extended by mutual agreement.

66.19 Any agreement reached under these provisions will be applicable only if the financial commission verifies, under section 66.11, that there is a financial exigency and will come into effect only after such a declaration is verified.

66.20 If the financial commission verifies, under section 66.11, that there is a financial exigency, and if there is no agreement under section 66.18 on measures to reduce expenditures, the University may proceed with lay-offs to achieve the necessary reductions in accordance with the procedures set out below.

66.21 If the financial commission finds that no financial exigency exists in the sense of section 66.2, the Board of Governors will be precluded from invoking any of the provisions of this section again in the same fiscal year, and any agreement under section 66.18 will be considered null and void unless both parties subsequently agree that it is to their mutual advantage to proceed with such an agreement.

### **Lay-off Procedures**

66.22 Members who are to be laid off under this section will be provided with written notice of the reasons. Lay-offs under this section will not be treated or recorded as dismissals for cause.

66.23 A separate Faculty Member retention list (MRL) will be prepared for each Faculty. Each MRL will consist of three categories and the Members in each category will be rank-ordered from top to bottom as provided in this section. The categories are in rank order:

66.23.1 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 section 66.26.

66.23.2 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.

66.23.3 Members who are on Limited-Term appointments ordered by decreasing years and months of service to the University.

- 66.24 A Librarian Member retention list (MRL) will be prepared for the University Libraries. The MRL will consist of three categories and the Members in each category will be rank-ordered from top to bottom as provided in this section. The categories are in rank order:
- 66.24.1 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 section 66.26.
  - 66.24.2 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.
  - 66.24.3 Librarians who are on Limited-Term appointments ordered by decreasing years and months of service to the University.
- 66.25 Within each of the categories identified in sections 66.23 and 66.24, two lists will be created (List A and List B) which will be combined into one amalgamated ranked list using the following procedure:
- 66.25.1 List A (Average Merit Increments)
    - 66.25.1.1 The Members will be listed on List A by descending order of their average merit increments determined in the following manner:
    - 66.25.1.2 Except as provided in section 66.25.2, add the total number of salary merit increments awarded to each Member divided by the number of salary evaluations over which those Merit Increments are accumulated where the number of salary evaluations to be included is the smaller of the preceding 10 salary evaluations; and the number of salary evaluations for the Member since his or her first appointment at the University.
    - 66.25.1.3 Members with the same merit increment average will be ordered by decreasing years and months of service to the University in their respective appointment categories. If ties still remain, those Members will be rank-ordered by a drawing of names conducted by the University Secretary in the presence of the President of the University and the President of the Association or their delegates.
  - 66.25.2 List A Ranking for Members who have been on maternity or parental leave, adoption leave, sick or special leave, or on long-term disability
    - 66.25.2.1 Any Member who has been on sick leave, special leave, maternity, parental, or adoption leave, or long-term disability during the salary adjustment evaluation period as defined in section 66.25.1 for a period of fifteen continuous weeks or more will be entitled to exclude from the calculation in section 66.25.1 any salary evaluation for the year or years in which the period (s) of leave or long-term disability occurred.
    - 66.25.2.2 Where any Member excludes one or more evaluations in accordance with section 66.25.2.1, 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.

66.25.3 List B (Seniority)

66.25.3.1 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.

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

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

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

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

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

66.26.4 The process described in sections 66.26.1 through 66.26.3 continues until all Members in the category have been listed on the ARL.

66.27 The total base budget reduction across the University required to address a financial exigency to be met by the lay-off of Members will be expressed as a percentage of the total University base salary budget of Members. The lay-off base-budget reduction required of each Faculty and the University Libraries will be that same percentage of each unit's total base salary budget of Members.

66.28 Members will be selected for lay-off from the MRL of each Faculty and the University Library (under sections 66.23 and 66.24), starting from the bottom until the unit's lay-off base-budget reduction is achieved.

66.29 If the full salary of the last Member selected for lay-off is not required to meet the unit's lay-off base-budget reduction, that Member will be offered a reduced appointment that reflects the amount of the Member's salary that is not required to meet the unit's lay-off base-budget reduction.

**Alternative Positions**

66.30 After the selection of the Members who are to be laid off, but prior to the implementation of such lay-offs, the University will bring alternative positions elsewhere in the University to the attention of such Members.

66.31 With regard to alternative academic appointments in another unit to which this Agreement applies the provisions of this Agreement regarding transfer of appointments apply, but the consent of the Academic Unit to which the Member is being transferred will not be unreasonably withheld.

66.32 A Faculty Member whose transfer to another Academic Unit is approved under section 29 retains recall rights to their former position in accordance with sections 66.40 – 66.48 and their accrued years of service eligibility for study leave.

- 66.33 With regard to alternative positions that are governed by a collective agreement the competition for such positions will be governed by the terms of such collective agreement; and if a Member is the successful candidate for such a position, the salary and benefits for the position will be governed by such collective agreement; the Member retains recall rights to their former position in accordance with sections 66.40 – 66.48; and if a Member is recalled to that former position, years of service eligibility for study leave that accrued prior to lay-off are retained.
- 66.34 Where a Member has the required academic credentials and other qualifications for an alternative position and the position is offered to the Member and the Member accepts the position conditional upon upgrading skills, the Member will be given an opportunity to upgrade their skills by enrolling in courses or programs specified and offered by the University without payment of fees or tuition.
- 66.35 During the recall period stated in section 66.40, a Member on lay-off who is admitted to a University degree or diploma program upon satisfying the admission standards of the program, may enroll in a maximum of 30 units of courses at the University, where enrolment space is available, upon payment of half of the normal tuition or fees.
- 66.36 Notwithstanding anything in this section, the University may in its sole discretion offer an enhanced voluntary severance package to any Member for the purpose of avoiding a lay-off. Members dealing with an offer for an enhanced voluntary severance package are entitled to the assistance of the Association.

#### **Lay-off Notice**

- 66.37 For each Member holding a Limited-Term Faculty or Librarian appointment who is selected for lay-off, the University will provide the lesser of:
- 66.37.1 six months written notice of the date of lay-off; or
  - 66.37.2 six months salary in lieu of notice; or
  - 66.37.3 notice that the University will honour all contractual obligations to the Member; however, no subsequent reappointment will be offered.
- 66.38 For each Member holding an appointment as an Assistant Teaching Professor or Associate Teaching Professor (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 will, at the discretion of the University, provide either:
- 66.38.1 one month's notice of lay-off for each year of service in the University in any of these appointment classifications, which will be not less than 6 months notice to a maximum of 24 months notice; or
  - 66.38.2 one month's salary in lieu of notice for each year of service in the University in any of these appointment classifications, which will be not less than 6 months salary to a maximum of 24 months of salary.
- 66.39 Under this section, all payments in lieu of salary will be based on the individual's annual salary at the date of lay-off.

#### **Recall Rights**

- 66.40 Members who are laid off, or who accept a transfer to a position outside of their Academic Unit, will have, for a period of three years from the date of lay-off, a right of recall with regard to any academic appointment position in their former Academic Unit where the incumbent is



represented by the Association and for which the laid-off Member is qualified, unless the University can substantiate that the position is so specialized that it cannot be filled by a laid-off Member.

- 66.41 Where Members are to be recalled to a Faculty or the University Libraries, they will be recalled in the reverse order in which they were laid off. The University will send the first notice of recall to the last Member laid off from that Faculty or the University Libraries (as the case may be) according to the MRL. If such Member does not exercise this right of recall in accordance with this section, the University will send a notice of recall to the next Member on the MRL and so on until all Members on lay-off from the Faculty or the University Libraries (as the case may be) have been sent a notice of recall.
- 66.42 The University will send a notice of recall to the Member's last known address by registered mail and by email to the Member's UVic email address. It will be the Member's obligation to keep the University informed of their current address.
- 66.43 In addition, each Member who is laid off will have a right of first refusal for any Faculty Member or Librarian position covered by this Agreement and for which the Member is qualified that will be filled during the recall period.
- 66.44 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 this appointment be restored to a full appointment.
- 66.45 Individuals who are recalled pursuant to section 66.40 have 30 days from the date of mailing of the notice of recall in which to accept such recall offer, and a reasonable period, not to exceed six months, to terminate alternative employment and take up the offered post. Failure to accept recall is deemed to be a resignation. Members on lay-off who are subsequently recalled will repay any portion of the allowance pursuant to sections 66.37 – 66.39 that exceeds the salary they would have received, had they continued to occupy their normal positions in the University.
- 66.46 Each Member who is recalled to a position that is not within their original Academic Unit retains a full right of recall for the period specified in section 66.39 for any opening in his/her original Academic Unit.
- 66.47 In a state of financial exigency, University buildings may be closed or assigned to other functions and normal services may be reduced or eliminated. Subject to the conditions of this section 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 will continue to function insofar as is reasonably possible. Permission to use other University facilities under this section 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.

- 66.48 During the recall period, the University will provide reasonable assistance to laid-off Members by permitting them to enroll in courses or programs offered by the University without payment of fees or tuition, for the purpose of upgrading their skills in order to assume the responsibilities of an alternative position that has been offered to a Member and for which the Member already has the required academic credentials or other qualifications.
- 66.49 While a Member is on lay-off under the provisions of this section, the University will not contribute towards payment of benefit premiums but will facilitate continuance of any coverage to the extent that it may be available and if desired by the Member who will pay all the applicable premiums.

#### **Cost of Financial Commission**

- 66.50 The cost of the financial commission established under this section will be borne by the University.

## **Part 9**

### **67. Legal Representation And Indemnity**

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

#### **Indemnity**

- 67.4 To clarify the agreement of the University to indemnify Members, the University agrees to indemnify Members with regard to a judgment or settlement in a legal proceeding in which the Member is named as a defendant or respondent where:

- 67.4.1 the Member was authorized to act on behalf of the University with regard to the subject matter of the proceedings;
- 67.4.2 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
- 67.4.3 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.
- 67.5 The agreement to indemnify under section 67.4 prevails notwithstanding that the form of the proceeding may take the form of a prosecution that would otherwise be excluded from indemnification under section 67.2 and that portion of section 67.6 that refers to conduct by the Member that constitutes an offence under the laws of Canada or British Columbia.
- 67.6 For further clarity, the University's agreement to indemnify Members does not extend to or include intentional or wilful damage to property caused by a Member; intentional or wilful injury to persons caused by a Member; acts of fraud or dishonesty by the Member; harassment or sexual harassment by the Member; discrimination on a ground that is prohibited under the British Columbia *Human Rights Code*; or conduct by the Member that constitutes an offence under the laws of Canada or British Columbia.
- 67.7 Before any obligation by the University to indemnify a Member arises, the Member must give notice of the claim to the University. Immediately after the University receives notice of the claim, the University must be given the opportunity to assume carriage of the defence of the claim; and in the case of an out of court settlement of the claim, the University must approve the settlement.

## **68. Strike or Lock-Out**

- 68.1 There will not be any strike by Members and the University will not lock out Members for the term of this Agreement.

## **69. Terms of Agreement and Renewal**

- 69.1 Except as otherwise stipulated in individual sections of this Agreement or by a Letter of Understanding signed by the Parties, this Agreement comes into force and effect following approval by the Board of Governors and the Association, and continues in force until June 30, 2019.
- 69.2 By no later than January 31, 2019, the Parties may agree to renew this Agreement without amendments for a specified period.
- 69.3 If either Party wishes to commence negotiations for an amended Agreement, that Party must, by not later than February 1, 2019, give notice to the other Party. In such case, negotiations will begin not later than February 15, 2019.
- 69.4 If negotiations toward an amended Agreement extend beyond June 30, 2019, this Agreement will continue in force during negotiations.

## **Appendix A: Memorandum of Understanding on Calculation of DPA and Meaning of Economic Stability Dividend**

Between:

The University of Victoria (the "University")

And

The University of Victoria Faculty Association (the "Association")

(Collectively referred to as "the Parties")

As part of the Collective Agreement, negotiated between the Parties and covering the term of July 1, 2014 to June 30, 2019, the Parties agreed to a salary increment referred to in the Agreement as a Differentiated Productivity Adjustment ("DPA") and also to a possible Economic Stability Dividend (the "ESD").

For greater certainty, the DPA is calculated as follows:

For the purpose of the DPA, Artists-in-Residence are included in the Associate Professor group and Lecturers are included in the Assistant Professor group.

Each academic rank for faculty members, other than Artist-in-Residence and Lecturer, is assigned an MI Adjustment Factor computed by the following formula: [Average of MI awards for rank of Professor over years 2010 – 2014] / [Average of MI awards for rank over years 2010 – 2014]. A similar process is carried out for Librarians with the standard (1.00) being the Librarian III rank.

For 2010 – 2014 the MI Adjustment Factor for Assistant Professor is 1.316; for Assistant Teaching Professor is 1.237; for Associate Professor is 1.047; for Professor is 1.000; for Teaching Professor is 1.067. For Librarians, the MI Adjustment Factor is 1.117 for Librarian II; for Librarian III, 1.000; and 1.090 for Librarian IV.

For each faculty member and librarian, for each year from 2010 – 2014, the number of MI awarded will be multiplied by the MI Adjustment for the faculty member's or librarian's rank that year. The total of the adjusted number of MI awarded to the faculty member or librarian is then divided by the number of times the faculty member or librarian was assessed for MI to be awarded in 2010-2014. The result is the Member's adjusted MI average.

The DPA for a Member is 60% of the base adjustment times the Member's adjusted MI average plus 40% of the base adjustment, where the base adjustment is a single dollar figure applicable for all Members determined so that the total adjustment for all Members approximately equals and is not less than the funding available as described above.

The process as described above will be repeated using the years 2011 – 2015 to result in a second DPA which will be added to the faculty member's or librarian's base salary on July 1, 2016.

The ESD is defined as follows:

“Calendar year” is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar;

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as “the period from April 1 in one year to March 31 in the next year”;

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and Publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year; and
  - (iv) advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend; and
- (v) payment will be made concurrent with the General Wage Increases on the first pay period after respectively May 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

#### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and 2018/19 (based on 2017 GDP).

#### **Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

## **Appendix B: Professional Expense Reimbursement**

### **FACULTY MEMBERS AND LIBRARIANS HOLDING REGULAR APPOINTMENTS**

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 faculty members and librarians who hold regular academic or regular librarian appointments and to enhance the knowledge and skills of its faculty members and librarians who hold regular appointments by attending conferences and 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 fulfill the University's mandate and functions. When a faculty member or librarian who holds a regular academic or regular librarian appointment 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.

#### **Pre-approval Process**

- 1) When a faculty member or a librarian holding a regular academic or regular librarian appointment recommends the acquisition of property or services, a written request for approval will 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 a 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.
- 2) A faculty member or librarian who has held a regular academic or regular librarian appointment within the past year and who has retired from the University is entitled to continue to draw on his or her residual funds in his or her professional expense reimbursement account for one year after retirement in accordance with the procedures set out in this Appendix. No funds will be added to the professional expense reimbursement account after the retirement date.
- 3) A request for pre-approval will contain the following information: a description of the article, service or membership; a description of the benefit to the University; and the estimated cost. In the case of recommendations to acquire books and periodicals, a request for pre-approval may be for an unspecified number of books and periodicals in a specified field(s) of research or knowledge.
- 4) 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 fulfill one of the University's functions that are described above:

- 4.1. books, subscriptions to periodicals, journals, digital resources, reprints, and interlibrary loan charges that will be used in relation to University teaching, research or scholarly activities;
- 4.2. equipment including computers that will be used in University teaching, research or scholarly activities;
- 4.3. computer software or data base access that will be used in University teaching, research or scholarly activities;
- 4.4. communication and telecommunication expenses that are directly related to University teaching, research or scholarly activities;
- 4.5. memberships in learned societies that will enhance the knowledge and skills of regular faculty members and librarians and thereby benefit the University;
- 4.6. memberships in professional organizations where either membership is 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;
- 4.7. 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;
- 4.8. research services, or author or publication fees that are directly related to current research being conducted at the University; and
- 4.9. safety equipment for use in University teaching, research and scholarly activities.

5) 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**

1) 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.



- 2) The claim for reimbursement must be sent to the Chair, Director, Dean or Vice-President who pre-approved the expenditure.
- 3) 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, will approve the claim for payment.
- 4) Any disagreement with regard to the payment of a claim for reimbursement will 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.
- 5) 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.
- 6) Any claims for reimbursement by persons whose employment with the University has terminated by reason of resignation or otherwise must be made not later than 60 days after the termination of employment. Claims for reimbursement from a person whose employment has terminated by reason of retirement must be made not later than 60 days following the end of the first year after his or her retirement date.

### **Reimbursement Record**

- 1) The University will 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.
- 2) Any unused balance at the end of the fiscal year in the Professional Expense Reimbursement account of a faculty member or librarian holding a regular academic or regular librarian appointment-will be rolled forward and added to the maximum amount of claims that are eligible for reimbursement during the next fiscal year ending March 31.
- 3) Where a person's employment does not continue throughout a fiscal year, the amount set forth in sub-paragraph (1) will be proportionately reduced.

### **Ownership of Articles Purchased under this Procedure**

- 1) 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.
- 2) 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.

## Appendix C: Reduced Appointments

### 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) Biennial 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**

### **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
- Assistant Teaching Professor; Associate Teaching Professor; or Teaching Professor
- 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: Scholarly Integrity

### 1. Preamble

The University of Victoria is a place of education and scholarly enquiry. Our professional ethics require us as individuals and as an institution to adhere to principles of scholarly integrity and of respect for our students, staff and colleagues. The University of Victoria undertakes to review and inquire into allegations of scholarly misconduct in a timely, impartial, and accountable manner and take appropriate action when it finds that scholarly misconduct has occurred.

### 2. Definitions

For the purposes of this Appendix:

- 2.1. Complaint means a written allegation of misconduct in a scholarly activity that complies with the requirements of Paragraph 6.1 that has been forwarded to the Dean.
- 2.2. Days means calendar days unless otherwise stated.
- 2.3. Dean means University Librarian if the Respondent is a Librarian.
- 2.4. Inquiry means the process described in Section 8.
- 2.5. Respondent means a person in respect of whom an allegation of misconduct in a scholarly activity has been made.
- 2.6. Review means the process described in Section 7.
- 2.7. Reviewer means a person appointed to conduct the review described in Section 7.
- 2.8. Scholarly Activity includes all activities by Members that is appropriate for inclusion in a curriculum vitae as scholarship, research (including graduate student supervision), or other creative activity.
- 2.9. Tri-Agency means the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities Research Council (SSHRC).

### 3. Scholarly Integrity

- 3.1. Members engaged in scholarly activity shall exhibit intellectual honesty and integrity in all their scholarly activities.
- 3.2. Members engaged in scholarly activity shall be sensitive to the objectives of scholarship that include:
  - a) the pursuit of knowledge and understanding;
  - b) the communication and application of knowledge within the University and the broader community;
  - c) the communication to students of the specialized skills and knowledge of the academic discipline in which the research is conducted;
  - d) the improvement of the quality of instruction.
- 3.3. Members are also responsible for scholarly rigour and integrity in teaching including evaluating the work of students in a fair manner.

- 3.4. Members shall strive to follow best practices honestly, accountably, openly and fairly in their research, scholarship and creative endeavours, and in the dissemination of knowledge. At a minimum, Members are responsible for the following:
- a) Using a high level of rigour in proposing and performing research; in recording, analyzing, and interpreting data; and in reporting and publishing data, findings and results.
  - b) Keeping complete and accurate records of data, methodologies and findings, including graphs and images, in accordance with the applicable funding agreement, institutional policies and/or laws, regulations, and professional or disciplinary standards in a manner that will allow verification or replication of the work by others.
  - c) Referencing and, where applicable, obtaining permission for the use of all published and unpublished work, including data, source material, methodologies, findings, graphs and images.
  - d) Including as authors, with their consent, all those and only those who have materially or conceptually contributed to, and share responsibility for, the contents of the publication or document, in a manner consistent with their respective contributions, and authorship policies of relevant publications.
  - e) Acknowledging, in addition to authors, all contributors and contributions to research, including writers, funders and sponsors.
  - f) Appropriately managing any real, potential or perceived conflict of interest in accordance with Article 69 of the Framework Agreement.
- 3.5. Because Members have to be free to engage in scholarly activity, they shall not enter into any agreement that infringes on that freedom or that compromises their scholarly integrity.

#### **4. Scholarly Misconduct**

4.1. Scholarly misconduct includes:

- a) plagiarism;
- b) fabrication or falsification of research data;
- c) opposing the publication of the work of another scholar or criticizing a research grant application for the purposes of benefiting oneself directly or indirectly;
- d) failure to comply with the University's policies with respect to research;
- e) failure to comply with the University's policies on conflict of interest and intellectual property;
- f) financial misconduct or fraud in the administration or use of research accounts;
- g) failure to give appropriate recognition to those who have made an intellectual contribution to the contents of the publication, and only those people;
- h) using unpublished work of other scholars and researchers without permission and without due acknowledgment;
- i) claiming or implying redundant publications to be original work, where “redundant publications” are, as defined in the Tri-Agency Framework on Responsible Conduct of Research, “the re-publication of one’s own previously published work or part thereof, or

data, in the same or another language, without adequate acknowledgment of the source, or justification”;

- j) failure to maintain guarantees of confidentiality to research subjects;
  - k) using research funds in a manner that is not in accordance with the terms and conditions under which those funds were received;
  - l) providing negligently incomplete, inaccurate or false information in a grant or award application or related document, such as a letter of support or a progress report;
  - m) failing to meet funding agency policy requirements, or to comply with relevant policies, laws or regulations, for the conduct of research; or failing to obtain appropriate approvals, permits or certifications.
- 4.2. Scholarly misconduct shall not include any matter involving only an honest difference of opinion or an honest error of judgment.
- 4.3. Serious scholarly misconduct means misconduct judged to be deliberate or reckless, going beyond negligence, and of sufficient gravity to justify initiation of dismissal proceedings.

## **5. Data And Material Products**

- 5.1. Members are required to retain all original data and material products related to scholarly activity for a reasonable period which shall normally be at least seven years unless the terms of a grant or contract supporting the scholarly activity or applicable regulatory requirements including ethics approval stipulations require destruction of the data at an earlier time.
- 5.2. In the event that an allegation of misconduct proceeds to a review, a Member shall co-operate in providing access to data and material products to the Reviewer and a subsequent Committee of Inquiry within the limitations of relevant disciplinary ethical concerns, restrictions imposed by agreements under which data were collected, or by law.

## **6. Allegations**

- 6.1. An allegation of scholarly misconduct must be in writing and shall contain sufficient detail to enable the Respondent to understand the matter. In particular, it must include a precise statement of the alleged scholarly misconduct and be supported by all available documentation and refer to any evidence that may support the allegation. The person making the allegation must identify herself or himself. Anonymous allegations will not be investigated.
- 6.2. Anyone who makes an allegation of scholarly misconduct should recognize the seriousness of making such an allegation. Where an allegation made by a University employee or student is found to be trivial, vexatious or frivolous, the University will take disciplinary action within existing policies and procedures against the individual who made the allegation.
- 6.3. A Complaint containing allegations of scholarly misconduct shall be forwarded to the Dean of the unit in which the Respondent holds an appointment.
- 6.4. Where the Respondent holds appointments in more than one Faculty, the Complaint may be forwarded to the Dean of any Faculty in which the Respondent holds an appointment. If the Complainant is a graduate student, the Complaint shall also be forwarded to the Dean of Graduate Studies. Upon the receipt of a Complaint, the Deans shall determine which Dean is the most appropriate Dean to ensure the procedures of this Policy are followed.

- 6.5. Where there is more than one Respondent and not all are from the same unit, the Deans in question shall agree which Dean shall be responsible for ensuring that these procedures are followed appropriately with such variations as are necessary.
- 6.6. On receipt of an allegation of scholarly misconduct, the Dean shall determine whether the allegations fall within the definition of scholarly misconduct in Section 4 and the form of the Complaint complies with Paragraph 6.1. Where the Complaint does not fall within the definition of scholarly misconduct in Section 4 or does not comply with Paragraph 6.1 or, in the opinion of the Dean, the allegation is trivial, frivolous or vexatious, the Dean shall notify the Complainant as soon as possible.
- 6.7. If the Dean determines that a Complaint falls within the definition of scholarly misconduct in Section 4, complies with Paragraph 6.1 and is not trivial, frivolous or vexatious, and the allegation alleges misconduct in research, the Dean shall notify the Vice-President Research of the allegation. In the case of an allegation of misconduct involving Tri-Agency funding that may involve significant financial, health and safety, or other risks, the Vice-President Research shall, subject to any applicable laws, including privacy laws, forward a copy of the allegation to the Tri-Agency Secretariat on Responsible Conduct of Research.

## **7. Reviews**

- 7.1. Where a Complaint falls within the definition of scholarly misconduct in Section 4 and the form of the Complaint complies with Paragraph 6.1, the Dean shall:
  - a) immediately notify the Respondent that a Complaint has been received and send a copy of the Complaint and any documentation provided with the Complaint to the Complainant.
  - b) not later than ten working days after receiving a Complaint, appoint a Reviewer who shall be a senior faculty or academic staff member in a unit other than that (those) of the Respondent(s) and Complainant(s) to conduct a Review. Where the Faculty is not divided into units, the Dean shall appoint a senior faculty or academic staff member from another Faculty. The purpose of the Review is to determine whether the Complaint warrants an Inquiry.
  - c) advise the Respondent and Complainant of the name of the person appointed to conduct the Review.
- 7.2. Any objection to the person appointed to conduct the Review shall be made to the Dean within seven days. The only grounds for objection are alleged bias or conflict of interest. The Dean's disposition of any such objection shall be final.
- 7.3. The Reviewer shall proceed informally and in complete confidentiality. The Respondent shall be invited to make a written submission that responds to the Complaint and to submit any documents that may be relevant to the Complaint. Prior to submitting her or his Report, the Reviewer may request the Complainant and the Respondent to comment on all or portions of a draft report.
- 7.4. Within thirty days of being appointed, the Reviewer shall report in writing to the Dean, with copies to the Respondent, the Complainant, and the Vice-President Academic and Provost.
- 7.5. A Report may conclude that the Complaint does not warrant an Inquiry only on one or more of the following grounds:



- a) the Complaint does not pertain to a scholarly activity as defined in the Policy;
- b) the Complaint is trivial, frivolous, or vexatious;
- c) there is insufficient evidence for an Inquiry to consider;
- d) the Complaint is made in bad faith; or
- e) the lapse of time since the conduct in question has been such that the matter cannot be properly investigated because of the unavailability of witnesses, the absence or loss of records, or similar reasons.

7.6. Where the Report concludes that the Complaint warrants an Inquiry, the Report shall:

- a) specify the allegations of misconduct in scholarly activities that require an Inquiry;
- b) include particulars of the evidence considered by the Reviewer that may be relevant to each allegation of misconduct;
- c) list of any documents considered by the Reviewer; and
- d) attach copies of all documents provided to the Reviewer by either the Complainant or the Respondent.

## **8. Inquiries**

8.1. Where the Report of the Reviewer concludes that the Complaint does not warrant an Inquiry, the Dean shall so advise the Respondent and the Complainant and shall forward to the Vice-President Academic and Provost a copy of the written Complaint and the Review Report.

8.2. Where the Report of the Reviewer concludes that the Complaint does warrant an Inquiry, the Dean shall, within ten working days of receiving the Report,

- a) request the Vice-President Academic and Provost to appoint a Committee of Inquiry to conduct an Inquiry into the Complaint; and
- b) appoint a person, who may be the Complainant, to present the evidence in support of the Complaint to the Committee of Inquiry.

8.3. The Committee of Inquiry shall consist of three members who are not members of either the Respondent's or the Complainant's departments. One of the members should be chosen from outside the Faculty of either the Respondent or the Complainant and may be from outside the University. That member must be from outside the University if the allegation relates to Tri-Agency funding. One of the members shall be appointed as the Chair. The Vice-President Academic and Provost shall advise the Respondent and the Complainant of the composition of the Committee of Inquiry.

8.4. Any objection to the composition of the Committee of Inquiry shall be made to the Vice-President Academic and Provost within seven days. The only grounds for objection are alleged bias or conflict of interest. The Vice-President Academic and Provost's disposition of any such objection shall be final.

8.5. The terms of reference of the Committee of Inquiry are:

- a) to determine in accordance with Paragraph 8.11 (a) and (b) whether the Respondent has committed misconduct in relation to a scholarly activity; and
- b) to make recommendations in accordance with either Paragraph 8.13 or Paragraph 8.14.

- 8.6. The Committee of Inquiry has the right to see any relevant documents in the possession of the University or a Member subject to the limitations specified in Paragraph 5.2, to call witnesses, and to request written submissions. It may seek impartial expert opinions to ensure that its work is thorough and informed. It acts as a quasi-judicial body, and therefore its activities are privileged under the Freedom of Information and Protection of Privacy legislation.
- 8.7. The Committee of Inquiry shall either hold a hearing on the matter or (with the consent of the Respondent) conduct its Inquiry solely on the basis of written submissions. In either case, when determining its procedures, the Committee shall ensure that the rules of natural justice and administrative fairness are observed.
- 8.8. The Committee of Inquiry shall invite the Respondent to make a submission in writing prior to its seeking or obtaining any further information or submissions. All documentation submitted to the Committee shall be made available to the Respondent. The Respondent shall be given the opportunity to respond fully to the evidence presented in writing. Ethical or research guidelines of a professional organization of which the Respondent is a member and which are applicable to the subject matter of the Complaint are admissible as evidence before the Committee of Inquiry and may be considered by the Committee in making any decision or recommendation.
- 8.9. In the case of a hearing, the Respondent may be accompanied by an advisor if the Respondent so desires. The Respondent shall have the opportunity to question witnesses presented to the Committee of Inquiry and the opportunity to call witnesses on behalf of the Respondent.
- 8.10. Within sixty days of being appointed, the Committee of Inquiry shall complete its Inquiry and shall report in writing its decision with reasons to the Vice-President Academic and Provost. The Committee's Report is considered a private, not a public, document.
- 8.11. The Committee of Inquiry shall determine whether clear, cogent and convincing proof establishes a preponderance of evidence that:
  - a) the Respondent has committed misconduct in a scholarly activity; and
  - b) where the Committee finds misconduct, whether the misconduct constitutes serious misconduct as defined in this Policy.
- 8.12. The Committee's finding under Paragraph 8.11 shall be final.
- 8.13. Where the Committee of Inquiry finds either misconduct or serious misconduct in a scholarly activity, the Committee shall make recommendations with respect to any appropriate disciplinary action that should be instituted against the Respondent.
- 8.14. Where the Committee of Inquiry finds that there has not been any misconduct in a scholarly activity that is the subject of the Complaint, the Committee shall make recommendations with respect to:
  - a) steps that should be taken by the person who made the initial allegation of misconduct; and
  - b) steps that could be taken by the University to help overcome any damage that the Respondent's reputation for scholarly integrity may have suffered by virtue of the Complaint.
- 8.15. The Vice-President Academic and Provost shall immediately provide copies of the Report to the Respondent, the Complainant and the Dean and, as appropriate, shall promptly:

- a) advise the Respondent and the Dean that the Complaint is dismissed;
- b) advise the Respondent and the Dean that the Complaint is substantiated as misconduct, which can appropriately be dealt with by the Dean;
- c) advise the Respondent and the Dean that the Complaint is substantiated as serious misconduct in scholarly activity and refer the matter as outlined in Article 59 for appropriate disciplinary action.

8.16. Where the Complaint is not substantiated, the Dean in consultation with the Respondent and in light of any recommendations made by the Committee of Inquiry shall take all reasonable steps to repair any damage that the Respondent's reputation for scholarly integrity may have suffered by virtue of the Complaint including notification of all parties who have been advised of the allegation during the course of a review or inquiry.

## **9. Notification of Funding Agencies**

9.1. When a Committee of Inquiry has found misconduct and made its Report to the Vice-President Academic and Provost, the Vice-President Academic and Provost shall request the Vice-President, Research to report those conclusions to any granting agency or sponsor of the scholarly activity in question. Further, where the finding is that serious misconduct is substantiated, the Vice-President, Research shall report that finding to any granting agency or sponsor known to have provided support for the scholarly activity, and may inform other relevant persons or agencies in the interests of protecting the integrity of scholarly activity.

9.2. In the case of an allegation of misconduct involving Tri-Agency funding, the Vice-President Research shall submit a report of the review and inquiry conducted to the Tri-Agency Secretariat on Responsible Conduct of Research.

## **10. Institutional Responsibility**

Whenever an Inquiry concludes that serious misconduct is substantiated, the Vice-President Academic and Provost may appoint a Reviewer to evaluate the integrity of all other scholarly activity previously undertaken by that Respondent at this University.

## **11. Time Limits**

Time limits specified in Article 59 of the Framework Agreement shall normally apply to any review or inquiry. All time limits in these procedures may be extended, but only for compelling reasons of which a formal record is kept. The Respondent shall be advised of both the extension of time and the reasons for the extension.

## Appendix G: Deadlines for Reappointment, Tenure and Promotion

### GENERAL

Departmental ARPT Committees – selection of - by April 30

UAAC – selection of – by October 15

### REAPPOINTMENT AND ASSISTANT OR ASSOCIATE TEACHING PROFESSOR CONTINUING APPOINTMENT

#### Chair:

Deadline	Committee/Administration	Member
April 15	Deadline for Chair to notify the Faculty Member of the documentation that the Faculty Member will be expected to submit.	
September 1		Deadline for Member to submit the following documentation to the Chair:  CV, teaching dossier, copies of citations to scholarly or creative works, summary of candidate's major achievements and copies of other documents.
Ten (10) days prior to committee meeting	Deadline for Chair to 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. The list will include annual performance reviews and any responses to them.	
Five (5) days after receiving the list		Deadline for Member to submit a written response to the complete list of documents.
Five (5) days after receiving the list		Deadline for Member to give written notice of intent to make an oral presentation to the committee.

Ten (10) days prior to committee meeting at which additional documents will be considered	Deadline for Chair to provide the candidate the addendum to the list of documents that will be considered by the committee, if this is required.	
Three (3) working days prior to the committee's consideration of the candidate		Deadline for Member to deliver a written response to any additional documents considered by the committee.
Ten (10) days after delivery of additional documents		Deadline for Member to give written notice of intent to make an oral presentation to the committee.
October 15	Deadline for Chair to send to the Dean the department's written report and copies of all of the documents considered by the Departmental Committee.	

**Dean:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
October 25		Deadline for Member to send response to Dean with regard to ARPT recommendation.
November 15	Deadline for Dean to send recommendation to Member and the President or the UAAC.	

**UAAC:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
Five (5) working days after receipt of Dean's recommendation		Deadline for Member to notify UAAC of intent to make oral presentation.
Ten (10) working days after receipt of Dean's recommendation		Deadline for Member to send response to Dean's recommendation to UAAC.
December 15	Deadline for UAAC to send report to Member and to the President.	

**President:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
Ten (10) working days after receipt of Dean's recommendation if file does not go to UAAC		Deadline for Member to send response to Dean's report to President if file does not go to UAAC.
Ten (10) working days after receipt of UAAC report		Deadline for Member to send response to UAAC report to President.
December 15	Deadline for President to send recommendation to the Member on files not considered by UAAC.	
January 15	Deadline for President to send recommendation to the Member on files considered by UAAC.	
Sixty (60) working days after receipt of President's notice		Deadline for grievance of President's decision.

**TENURE AND APPLICATIONS FOR PROMOTION THAT, IF GRANTED, WILL CONFER TENURE****Chair:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
April 15	Deadline for Chair to notify the Faculty Member of the documentation that the Faculty Member will be expected to submit, and that the Faculty Member is required to nominate referees by May 15.	Deadline for Member who intends to apply for tenure to notify the Chair in writing.
May 15	Deadline for departmental committee to nominate a minimum of six referees.	Deadline for Member to nominate a minimum of six referees.
June 1		Deadline for Member to select a minimum of two nominees from the committee's list and notify the Chair in writing of this selection.

June 15	Deadline for committee to select a minimum of two nominees from the candidate's list of referees, and to notify the candidate in writing of this selection.	Deadline for Member to submit copies of or citations to scholarly or creative works that they wish to be made available to the referees prior to the date for distribution of materials.
August 31	Deadline for referees to indicate their willingness to serve.	
September 1		Deadline for Member to submit the following documentation to the Chair:  CV, teaching dossier, copies of citations to scholarly or creative works, summary of candidate's major achievements and copies of other documents.
September 15	Deadline for chair of the committee to send the information provided by the candidate to the referees who have indicated their willingness to serve.	
Ten (10) days prior to committee meeting	Deadline for chair to 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. The list will include annual performance reviews and any responses to them.	
Five (5) days after receiving the list		Deadline for Member to submit a written response to the complete list of documents.
Five (5) days after receiving the list		Deadline for Member to give written notice of intent to make an oral presentation to the committee.

Ten (10) working days prior to committee meeting at which additional documents will be considered	Deadline for chair to provide the candidate the addendum to the list of documents that will be considered by the committee, if this is required.	
Three (3) working days prior to the committee's consideration of the candidate		Deadline for Member to deliver a written response to any additional documents considered by the committee.
Ten (10) days after delivery of additional documents		Deadline for Member to give written notice of intent to make an oral presentation to the committee.
November 15	Deadline for Chair to send to the Dean department's written report and copies of all of the documents considered by the Departmental Committee.	

**Dean:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
November 25		Deadline for Member to send response to Dean with regard to ARPT recommendation.
December 15	Deadline for Dean to send recommendation to Member and the President or the UAAC.	

**UAAC:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
Five (5) working days after receipt of Dean's recommendation		Deadline for Member to notify UAAC of intent to make oral presentation.
Ten (10) working days after receipt of Dean's recommendation		Deadline for Member to send response to Dean's recommendation to UAAC.
January 30	Deadline for UAAC to send report to Member and to the President.	



**President:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
Ten (10) calendar days after receipt of Dean's recommendation if file does not go to UAAC  Ten (10) working days after receipt of UAAC report		Deadline for Member to send response to Dean's report to President if file does not go to UAAC  Deadline for Member to send response to UAAC report to President.
January 30	Deadline for President to send recommendation to the Member on files not considered by UAAC.	
February 28	Deadline for President to send recommendation to the Member on files considered by UAAC.	
Sixty (60) working days after receipt of President's notice		Deadline for grievance of President's decision.

**PROMOTION**

Deadlines for Promotion that will confer tenure (i.e. promotion applications by an untenured Assistant or Associate Professor) adhere to the deadlines for Tenure above.

**Chair:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
April 15		Deadline for Member who intends to apply for promotion to notify the Chair in writing.
May 15	Deadline for the departmental committee to nominate a minimum of six referees.	Deadline for Member to nominate a minimum of six referees.
June 1		Deadline for Member to select a minimum of two nominees from the committee's list and notify the Chair in writing of this selection.

June 15	Deadline for the committee to select a minimum of two nominees from the candidate's list of referees, and to notify the candidate in writing of this selection.	Deadline for Member to submit copies of or citations to scholarly or creative works that they wish to be made available to the referees prior to the date for distribution of materials.
August 31	Deadline for referees to indicate their willingness to serve.	
October 1		Deadline for Member to submit the following documentation to the Chair:  CV, teaching dossier, copies of citations to scholarly or creative works, summary of candidate's major achievements and copies of other documents.
October 15	Deadline for chair of the committee to send the information provided by the candidate to the referees who have indicated their willingness to serve.	
Ten (10) days prior to committee meeting.	Deadline for chair to 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. The list will include annual performance reviews and any responses to them.	
Five (5) days after receiving the list.		Deadline for Member to submit a written response to the complete list of documents.
Five (5) days after receiving the list.		Deadline for Member to give written notice of intent to make an oral presentation to the committee.

Ten (10) days prior to committee meeting at which additional documents will be considered.	Deadline for to provide the candidate the addendum to the list of documents that will be considered by the committee, if this is required.	
Three (3) working days prior to the committee's consideration of the candidate.		Deadline for Member to deliver a written response to any additional documents considered by the committee.
Ten (10) days after delivery of additional documents		Deadline for Member to give written notice of intent to make an oral presentation to the committee.
January 15	Deadline for Chair to send to the Dean the department's written report and copies of all of the documents considered by the Departmental Committee.	

**Dean:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
January 25		Deadline for Member to send response to Dean with regard to ARPT recommendation.
February 15	Deadline for Dean to send recommendation to Member and the President or the UAAC.	

**UAAC:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
Five (5) working days after receipt of Dean's recommendation		Deadline for Member to notify UAAC of intent to make oral presentation.
Ten (10) working days after receipt of Dean's recommendation		Deadline for Member to send response to Dean's recommendation to UAAC.
March 15	Deadline for UAAC to send report to Member and to the President.	

**President:**

<b>Deadline</b>	<b>Committee/Administration</b>	<b>Member</b>
Ten (10) calendar days after receipt of Dean's recommendation if file does not go to UAAC  Ten (10) working days after receipt of UAAC report		Deadline for Member to send response to Dean's report to President if file does not go to UAAC.  Deadline for Member to send response to UAAC report to President.
March 15	Deadline for President to send recommendation to the Member on files not considered by UAAC.	
April 15	Deadline for President to send recommendation to the Member on files considered by UAAC.	
Sixty (60) working days after receipt of President's notice		Deadline for grievance of President's decision.

## **Appendix H: Equity Policy for Female Faculty Members (Policy HR 6105)**

The University of Victoria supports the principle of equity in all areas of University life. In order to achieve equity, for female faculty, the University will take measures to:

1. Substantially increase the proportion of female faculty members at all ranks.

Women represent 17% of the regular faculty at UVic and at most other Canadian universities. Some departments in the Humanities and Fine Arts and a few professional schools employ most of the women; the remainder are scattered unevenly throughout other disciplines. Some departments have no women faculty members.

Many other universities are attempting to recruit women to remedy long-standing imbalances and comply with the federal government employee equity initiatives. Without new efforts, UVic may have difficulty recruiting and retaining female faculty members. Unless there is a substantial increase in the numbers of female faculty members at UVic, there is little likelihood that they will have a significant impact on the academic development and governance of the University.

2. Substantially increase the proportion of female faculty members in the governance of the University by:

- 2.1 increasing the number of women on campus (see 1),
- 2.2 encouraging women to stand for election to committees, Senate and the Board of Governors,
- 2.3 encouraging women to stand for office,
- 2.4 ensuring that selection committees actively seek competent women candidates.

3. Continue to ensure that salaries and benefits remain equitable between male and female faculty members.

A study completed at UVic indicated that male and female faculty members were paid similar amounts within ranks although women were congregated in the lower ranks and thus had lower salaries overall. Previous inequities in pension policies have been remedied and the introduction of a parental leave policy has greatly benefited some faculty members. It is important to continue to monitor this area to ensure that equity is maintained, particularly as the University develops new faculties and programs.

4. Recognize the validity of career patterns that differ from the norm.

Women may enter academic careers at an older age than men and may have career interruptions related to such things as family responsibilities. In the case of interruptions, women may require a period of time to re-enter the profession.

Such differences should be recognized in hiring and other personnel decisions.

5. Ensure that University policies encourage gender equity.

Some departments and faculties within the University such as Law, Fine Arts and Human and Social Development have adopted language and curriculum policies which promote equality between men and women. Some disciplines have adopted research policies which reflect gender equity. A university-wide effort in this regard is required.

6. Ensure that the University provides a safe and supportive environment for women.

Measures to promote a safe environment for women have been taken at UVic and must be routinely improved in view of periodic but persistent attacks on women. University campuses are frequently the

location for such assaults because of the high concentration of women, the spacious arrangement of buildings and parking lots, and the irregular hours of study. The sexual harassment policy, which includes educative as well as remedial measures, has sent a strong message about the need for a safe and just environment for women and requires continued support. Other policies may be required and services such as day care must be expanded.

7. Recognize that feminist scholarship within disciplines is an important focus for scholarly work.

This new scholarship is creating important fields of study within many mainstream disciplines. It is contributing to the development of new disciplines (e.g. women's studies, environmental studies, native studies, preventive and alternative health care) and is forging interdisciplinary links. This should also be recognized in grant and travel applications.

Such recognition may require departments to seek external evaluation in assessing vitae.

8. Recognize that women may have to include a heavy service component in their work.

Those women available on campus are often called upon to serve on more than the expected number of committees and carry a heavier than normal graduate student supervisory load. This should be recognized.

9. Increase the opportunities for women to complete graduate studies.

Although the numbers of women in graduate schools are increasing, there are still many areas where women are seriously under-represented. It is difficult for many women to complete graduate studies without three special measures: extra financial help in view of women's wages; workplace day care and flexible program fulfilment requirements because of family responsibilities; and direct encouragement from role models, given the male domination of many fields. Unless more women complete graduate school, many departments will be unable to hire more women, in spite of employment equity policies and their good intentions

## **Appendix I: Policy on Chairs of Departments and Directors of Schools (Policy GV0710)**

### **1. Interpretation**

In this Policy, “Chair” includes “Director”; “Department” includes “School” and, where appropriate, “Faculty” includes “Division”. Unless otherwise specified, “Dean” refers to the line Dean of the Department and “Faculty” refers to the Faculty of which the Department forms part.

### **2. Term of Chair**

The appointment of a Faculty Member in a Department as Chair of the Department will normally be for a period of from three to five years. An external candidate to be appointed as Chair of a Department will normally be appointed for a term of five years.

### **3. Role of The Chair**

The Chair is the chief executive officer of a Department created by Senate. The Chair reports directly to the Dean of the Faculty. The Chair has primary responsibility for the academic leadership of a Department, including particularly the encouragement of excellence in teaching and research within the Department and for all administrative decisions within the Chair’s jurisdiction. The Chair may delegate some duties to committees established in the Department or to other Faculty Members with administrative responsibilities.

### **4. Qualifications**

The qualifications of a Chair will be described in detail by the Chair Search Committee of a Department appointed pursuant to the Policy on the Appointment and Reappointment of Chairs. However, in all cases, a Chair must hold a tenured regular Faculty appointment at the University and should be appointed on the basis of intellectual and administrative abilities; devotion to education, teaching and research; judgment and qualities of leadership. In a professional program, the Chair may be expected to hold the appropriate professional qualifications and be able to maintain the professional standing or accreditation of the program. The Chair should have the ability to create an environment conducive to the growth of intellectual life of students and faculty, to maintain the confidence and cooperation of the Department, to promote Equity, and to manage effectively and efficiently the Department’s administrative affairs, including staff development and support.

### **5. Duties And Responsibilities**

The Chair has the duty to provide academic and administrative leadership. This includes the duty to:

1. Apply the Standard of Duties and Responsibilities for the Department in a fair and equitable manner and oversee its review and amendment from time to time as required by the Framework Agreement or as needed to enable the Department to meet its academic objectives and mandate;
2. Lead and implement academic planning to increase and sustain quality in teaching and research within the Department;
3. Lead the overall development and advancement of the academic program and manage its delivery, which includes developing staffing plans, managing the budget and financial operations of the Department, allocating academic resources within the Department and, when appropriate, working to develop the necessary resources from internal and external sources;

4. Foster a culture of responsiveness to students which will include celebrating accomplishments, providing advice and guidance on issues that impact their academic participation, investigating complaints, and hearing appeals;
5. Encourage and support Faculty Members within the Department in their pursuit of excellence in teaching and research, and foster a climate that celebrates accomplishments and promotes a collegial environment;
6. Conduct reviews of Faculty performance as required by the Framework Agreement and provide guidance to Faculty Members in their efforts to attain standards required for reappointment, promotion or tenure.
7. Advise the Dean on salary increases and the granting of all forms of leave for Faculty Members in the Department;
8. Apply the standards, policies and procedures of the Faculty, the Faculty of Graduate Studies, and the University in a fair and consistent manner;
9. Exercise leadership in promoting and implementing employment equity policy and goals within the Department;
10. Consult, as appropriate, with Faculty Members, staff and students within the Department in formulating policy and reaching decisions in order to foster respect, civility and cooperation across the University community;
11. Act as Chair of meetings of the Department and provide supervision, advice, guidance and mentoring to Faculty Members, academic and professional staff within the Department;
12. Act as Chair of the Reappointment, Promotion and Tenure Committee(s) of the Department, unless ineligible under the terms of the Framework Agreement; oversee processes to promote fair and consistent practices; and make recommendations regarding the reappointment, promotion and tenure of Faculty Members within the Department;
13. Act as Chair of the Appointments Committee(s) of the Department, unless ineligible under the terms of the Framework Agreement; exercise leadership in the recruitment of Faculty Members in the Department; and oversee the appointments processes in the Department to promote sound hiring practices within the Department and provide appropriate advice to the Dean on hiring decisions;
14. In consultation with the Dean, manage the space allocation within the Department.
15. Facilitate, at the direction of the Dean, and with consultation with the Dean of the Faculty of Graduate Studies, where appropriate, the periodic internal and external reviews of the Department, including reviews of professional programs required for accreditation purposes;
16. Advance the interests of the Department in accordance with the goals of the University in the wider University community through service on committees, participation in formal and informal consultations and projects, liaison with a wide range of units, including both academic and administrative, providing advice to the Dean of the Faculty and to the Dean of the Faculty of Graduate Studies and supporting connections with external organizations appropriate to the discipline;
17. Manage and support faculty and staff to promote the effective functioning within the Department of relevant collective agreements, the Framework Agreement and other Departmental, Faculty and University policies;



18. Oversee the proper discharge of administrative duties within the Department such as the advising of students, approval of student programs, and compliance with University policies, regulations and health and safety standards;
19. Manage the appointment, professional development, performance and recognition of staff within the Department under the applicable employment or collective agreements; and
20. Advise the Dean and the Dean of the Faculty of Graduate Studies on any other matters to further promote the objectives of the Department, the Faculty and the Faculty of Graduate Studies

## **Appendix J: Policy on Duties and Responsibilities of Directors of Research Centres (Policy GV0715)**

### **Purpose**

1.00 The purpose of this policy is to provide direction on the duties and responsibilities of Directors (or equivalent) of research centres at the University of Victoria.

### **Defintions**

2.00 A Director is the leader of a research centre. The title 'Director' may be changed to a more appropriate title depending on the type of research centre.

### **Jurisdiction/Scope**

3.00 This policy applies to the duties and responsibilities of research centre Directors (or equivalent) at the University of Victoria

### **POLICY**

#### **Terms of Appointment**

4.00 The Director of a research centre shall normally be appointed for a term of five years. Searches and reappointments shall be carried out under the terms of the Procedures for Appointment and Review of Research Centre Directors GV0705.

#### **Qualifications**

5.00 The position description and criteria for the position of research centre Director shall be set by the Committee struck under the terms of the procedures, following a proportionate model. The position description will normally include the duties and responsibilities detailed in Section 10.00 of this policy.

6.00 A research centre Director will normally be a faculty member of the University of Victoria.

7.00 The university expects that research centre Directors will be research leaders, capable of:

- maintaining the confidence and cooperation of research centre members;
- managing effectively and efficiently the research program and administrative affairs of the research centre; and
- creating an environment conducive to intellectual and research growth.

8.00 University faculty members who lead research centres may negotiate arrangements for other duties to be correspondingly revised subject to the approval of the respective Chair, Dean, and/or the Vice-President Research as appropriate.

#### **Duties and Responsibilities**

9.00 The role of a research centre Director (or equivalent) should be determined using a proportionate approach based on the type of centre they lead. Specific duties and responsibilities should be negotiated with the appropriate Administrative Leader (i.e. Dean or Vice-President Research).

10.00 Research centre Directors are responsible for providing research leadership, which normally includes:

- a. promoting and facilitating leading-edge research, including collaborative and interdisciplinary research, in areas related to the goals of the university;

- b. building, and providing sufficient support for, a community of innovative researchers to enhance research capacity at the university and to increase internal and external research opportunities for faculty, post-doctoral fellows, and graduate students;
- c. developing networks between the research centre and researchers in the field in the public and private sectors, locally, nationally and internationally;
- d. acting as the nexus between the university and the community with respect to research initiatives of mutual benefit;
- e. where applicable, developing mutually beneficial linkages with industry in order to develop partnerships and collaborative research;
- f. transferring knowledge to society through outreach (e.g. collaborative research; seminars; workshops; lectures; websites; publications) and, where applicable, through technology transfer (e.g. collaborative research; contract work; and commercialization of intellectual property);
- g. developing strong linkages with appropriate academic departments and units and adding value to line departments through:
  - aiding faculty and student recruitment and retention by enriching the research environment;
  - advancing curriculum;
  - informing the teaching of colleagues;
  - mounting workshops and seminars;
  - providing interdisciplinary research training and mentoring for undergraduate and graduate students; and
  - regular communication of research centre activities and opportunities for faculty and students involvement.

11.00 Research centre Directors are responsible for providing administrative leadership, which normally includes:

- a. leading strategic planning for the research centre to ensure that the centre's objectives are aligned with the university's Strategic Plan objectives;
- b. overseeing the proper discharge of administrative duties of the research centre including supervising personnel, financial management, and operations;
- c. working effectively with the research centre's governance committee(s);
- d. pursuing the equity goals of the university in the operations of the research centre;
- e. managing the research plan effectively and efficiently, ensuring that accepted standards of research and ethical behaviour are met;
- f. managing the space needs of the research centre in cooperation with appropriate university authorities;
- g. representing the interests of the research centre internally with senior academic administration;

- h. enhancing the reputation of the research centre and the university by undertaking quality research and communicating that research to the society; and
- i. encouraging and supporting the raising of funds for research conducted by the research centre, capital and operating funds, including cooperation with the Alumni and Development Department's fundraising initiatives.

## **Appendix K: Memorandum of Understanding on Various Issues Arising from the Agreement**

We, the University of Victoria and the University of Victoria Faculty Association (the “University”, the “Association” and, collectively, the “Parties”) do hereby agree, as a part of the Parties’ first Collective Agreement, approved by the Board of Governors May 26, 2015, and ratified by the Association June 5, 2015, to the following:

### **1. Intellectual Property Policy**

The Parties agree to jointly form a task force to examine the Intellectual Property policy and make recommendations to the Parties. The Task Force will consist of three representatives nominated by the Faculty Association and three representatives nominated by the Administration along with a Chair agreed to by both the President of the Association and the University President.

The responsibility of the Task Force will be to formulate a report that includes a review of the existing policy in light of the diverse needs of the University and technological, industry and regulatory body changes that have occurred in the past two decades. The Task Force will also have the responsibility

- to make recommendations for language changes in the policy to meet needs it identifies;
- to make recommendations to incorporate the current Appendix D into the Collective Agreement; and
- to identify any proposed amendments to section 5.

The Parties agree to name their respective representatives and the Task Force Chair no later than two (2) months after the ratification of this Agreement. The Task Force Chair will then call a first meeting of the Task Force no later than two (2) months after his or her appointment to this position.

The Task Force will provide its report to the Parties no later than nine (9) months after its first meeting unless extended by mutual agreement. The Parties will then consider any proposed recommendations and may, by mutual agreement, amend all or part of the current Appendix B as incorporated into the Collective Agreement.

### **2. Academic Administrators**

The Parties agree to form a committee with representatives from each of the University and the Association to explore options to address equity concerns for Academic Administrators prior to the next bargaining round.

### **3. Salary Policy (Framework Agreement Article 74)**

In applying the new Collective Agreement, which provides that Members with Limited-Term Appointments are eligible only for a basic adjustment and the Career Progress Increment (Article 74.2 of the previous Framework Agreement), the University will remind Deans by memo from Vice-President Academic and Provost that when limited-term faculty are renewed, their salaries should be reviewed in order to ensure appropriate salary levels. We will informally provide the Association with a copy of the memo when sent.

In applying the new Collective Agreement provision that requires Deans or the University Librarian when submitting “recommendation for MI and CPI to the Vice-President Academic and Provost” to “review the salaries in his or her unit to determine whether there are any issues arising for any Members arising from salary compression or other anomalous situations, based upon a comparison with salaries across the unit, and will submit a report making any recommendations for changes”, the University will ensure that information on this process will be added to the annual workshop for Deans and Chairs on the merit/salary adjustment process; in addition, the annual memo of the Vice-President Academic and Provost to Deans will be updated to require the report specified.

#### **4. Extended Health Benefits**

Whereas section 64 sets out that the University provides members with certain health care benefits, including Extended Health benefits; and

The Extended Health Benefits Plan is designed to assist members in paying for some specified services and supplies as outlined in the Plan Document issued by Pacific Blue Cross to the University of Victoria.;

The Parties agree that the Extended Health Benefits Plan will be amended, effective July 1, 2015 to add laser eye surgery and prescription sunglasses as part of the current vision care design subject to the existing maximum of \$500 per person based on 2 calendar years.

#### **5. Dental Plan**

Whereas section 64 sets out that the University provides members with certain health care benefits, including Dental Care benefits; and

The Dental Care Plan has been designed to assist faculty and librarians in paying basic dental expenses for themselves and eligible dependents. Reimbursement is based on the B.C. Dental Fee Guide; and

The Dental Care Plan reported an accumulated surplus of \$401,731 at December 31, 2014. The reported annual surplus for 2014 was \$85,965; and

The Dental Care Plan has no annual deductible and provides coverage for Plan B Major Restorative Services at 70% reimbursement of crowns, bridges and prosthetic appliances; and

The plan member is eligible for Plan B services when their Dentist recommends replacement of missing teeth, or reconstruction of teeth (where basic restorative methods cannot be used satisfactorily);

The Parties agree that the Dental Care Plan will be amended, effective July 1, 2015 to June 30, 2019 as follows:

##### **Proposed time-limited addition to Plan B coverage:**

During the life of the 2014-2019 collective agreement, the parties agree to the inclusion of services or supplies for implantology, including tooth implantation and surgical insertion of fabricated implants, when medically necessary as determined by the treating dentist.

##### **Proposed addition to Plan B Limits:**

(a) Implantology:

- (i) Restricted to one implant involving the same tooth in a 5<sup>1</sup> year period.
- (ii) Maximum of 3 implants per patient per year.
- (iii) Maximum annual limit of \$5,000 per patient.
- (iv) Crowns or dentures placed in conjunction with implantology will be subject to the conditions outlined in the Dental Plan design.

**Review of Dental Care claims experience:**

During the life of the 2014-2019 collective agreement, the Faculty Dental Care Plan claims experience will continue to be assessed on an annual basis by the University Administration in consultation with the Continuing Benefits Advisory Committee.

**Expiry:**

Access to implantology coverage above will cease on June 30, 2019 unless discontinued earlier by the University Administration due to plan cost pressures arising directly from access to implantology coverage or dental plan cost pressures generally. Dental premiums will be adjusted to address plan deficits only after, or in conjunction with, discontinued access to implantology coverage. If the current annual and/or accumulated surplus in the Dental Plan continues or grows, then the University Administration will address the surplus through consideration of premium reductions in consultation with the Continuing Benefits Advisory Committee.

Signed this \_\_\_\_ day of \_\_\_\_, 2015

On behalf of the University

On behalf of the Association

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- <sup>1</sup> Any Member who already has had “Major Restorative Services” treatment on a specific tooth, for example a crown or bridge, will already be subjected to a 5 year rule as part of our existing plan design. If 5 years have not passed since the previous treatment, the Member will not be eligible for the implant.

## **Appendix L: Memorandum of Understanding on Transitional Issues for Assistant Teaching Professors**

The following language from Article 15 of the Framework Agreement is continued for those Assistant Teaching Professors to whom it still applies:

- 15.2.4.2. Where, prior to July 1, 2008, an Assistant Teaching Professor has been reappointed at least twice, the Assistant Teaching Professor may, at the time of any subsequent reappointment, request consideration for a continuing appointment. Where the Assistant Teaching Professor does not request such consideration, the Assistant Teaching Professor will continue to be reappointed in accordance with Article 15.2.5. Nothing in Article 15.2.4.2 limits the right of an Assistant Teaching Professor who has not applied for a continuing appointment to request promotion to Teaching Professor.
- 15.2.4.3. If an Assistant Teaching Professor 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 Assistant Teaching Professor 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 Assistant Teaching Professor is reappointed.
- 15.2.4.4. Notwithstanding Articles 15.2.4.2 and 15.2.4.5, an Assistant Teaching Professor who has served, as of July 1, 2008, fifteen years as an Assistant Teaching Professor 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 Assistant Teaching Professor.

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- 15.2.5.1. For an Assistant Teaching Professor 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 Assistant Teaching Professor's performance for the purpose of assessing the criteria in Article 15.2.3 on the occasion of any subsequent reappointment, unless the Assistant Teaching Professor 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 Assistant Teaching Professor.
- 15.2.5.2. In the event that an Assistant Teaching Professor has been denied a CPI in any one of the previous four years prior to a scheduled reappointment, the Departmental committee that



considers reappointments will determine whether the Assistant Teaching Professor has met the Departmental Standard for reappointment. Where the Committee determines that the standard has been met or exceeded, there is an 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.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015

On behalf of the University

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