

**LOU: 2019-2022 Collective Agreement Adjustments  
resulting from impacts of COVID-19**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Re: 2019-2022 Collective Agreement Adjustments resulting from impacts of COVID-19.

Whereas the COVID-19 pandemic has resulted in a number of government and University mandated responses (including, but not limited to, travel restrictions, social distancing, and requirements for isolation, work from home and research lab closure);

And whereas the Parties recognize that faculty and librarians may be impacted by these measures in differential ways such that career progress may be impeded;

And whereas the parties wish to make amendments to various provisions in the 2019-2022 Collective Agreement to enable faculty and librarians experiencing negative career impacts to mitigate those impacts and to generally reduce the urgency of existing administrative burden;

The Parties hereby agree:

*Collective Agreement Deadlines*

1. Collective Agreement deadlines will be extended forward one month for the 2020 cycle only in Article 26 (Review of Career Progress) and Article 33 (Consideration Process for Reappointment, Continuing Appointment, Promotion and Tenure).

*Use of Course Experience Surveys*

2. Course Experience Surveys (CES) for the Winter 2020 and Summer 2020 terms only will not be shared with unit leaders or used in evaluation processes except that Faculty Members may access their survey results and, if they wish to have them used in evaluation processes, must include the results in their teaching dossiers.

*Extensions for Reappointment, Continuing Appointment and Tenure*

3. A) Where a Member's Academic or Professional Responsibilities have been affected by COVID-19 related restrictions in the period January 1, 2020 to December 31, 2020:
  - a) the Faculty Member may apply in writing to the Dean of the Faculty for an automatic deferral of consideration for Reappointment, Continuing Appointment or Tenure by one year;
  - b) the Librarian on probationary status may apply in writing to the University Librarian for an automatic deferral of consideration for a confirmed Regular Appointment by one year.

Such a request must occur no later than April 15 in the calendar year of consideration, except that the deadline for considerations in 2020 shall be May 15, 2020.

B) Faculty Members who have been granted an extension under 3A may make application in writing to the Dean of the Faculty for a further extension based on extraordinary and extenuating circumstances that demonstrate the one year extension in 3A is insufficient to mitigate the impacts of the effect of government or university directed COVID-19 protocols on the Member's research/scholarly activity. This application for additional extension may occur no later than April 15 in the calendar year in which the Faculty Member is to be considered. The granting of this application is in the discretion of the Vice-President Academic and Provost, on recommendation of the Dean.

#### *Study Leave Deferrals/Cancellations*

4. A Faculty Member may apply to their Chair to cancel or defer a Study Leave on the grounds that they are unable to meet the commitments in their Study Leave plan due to COVID-19 related restrictions on the following conditions:
  - a) Study Leaves commencing July 1, 2019 (12 month only): Request no later than April 20, 2020 with an end date of February 29, 2020 (date of 100% pay resumption) and a deferred period of 4 months.
  - b) Study Leaves commencing January 1, 2020: Request no later than April 20, 2020 with an end date of February 29, 2020 (date of 100% pay resumption) and a deferral period of 4 months for a 6 month leave and 10 months for a 12 month leave.
  - c) Study Leaves commencing May 1, July 1 or September 1, 2020: Request no later than April 30, 2020. The full period of the leave will be deferred.

The Member shall demonstrate in their written request why they are unable to meet the commitments in their Study Leave plan due to COVID-19 related restrictions. The cancellation/deferral must be recommended by the Chair and approved by the Dean. Such a cancellation or deferral shall not be unreasonably withheld.

Accrued and unused Study Leave credit will be maintained, notwithstanding s. 34.11. Faculty Members cancelling or deferring Study Leaves will be expected to undertake teaching equal to that which would have been assigned had there not been a Study Leave. Where such teaching cannot be assigned during the planned Study Leave period, it shall be assigned within 3 years of the cancellation/deferral of the Study Leave. Such assignments of teaching are in the discretion of the Chair/Dean subject to normal Collective Agreement provisions.

Re-scheduling of deferred Study Leaves will be on consent of the Member and the Chair and Dean, subject to the operational needs of the Department/Faculty.