

Bargained Changes, Tentative FA Collective Agreement 2025-29

Note: The contents of this document contain only those Articles and Letters of Understanding (LOUs) that were addressed during bargaining, and new LOUs that were developed.

New bargained language is **bolded and underlined**, deleted language from current collective agreement is ~~**crossed out and bolded**~~.

The contents of this document should be kept confidential among Members of the UVic Faculty Association until such time as it is ratified.

1. Preamble

- 1.1 The Parties recognize that the University is a community of learning, knowledge, and accomplishment that serves the people of British Columbia, and the global community. In teaching, learning, research, artistic creativity, scholarly activity and professional practice, the Parties are committed to attaining the highest quality, to meeting the highest standards of integrity, to providing students with an environment in which they may develop intellectually and professionally, to promoting the advancement and dissemination of knowledge, and to supporting a climate of academic freedom, responsibility, and mutual respect. The Parties agree, in the furtherance of these aims, to promote harmonious relations and to attempt to settle any misunderstandings or disputes in a respectful manner.
- 1.2 In furtherance of shared values and aspirations, the Parties acknowledge the importance of collegially developed institutional commitments, plans and goals that guide our progress in building a better community and enhancing our contributions to society. The Parties recognize the importance of making space for this work and acknowledging the contributions of community members in these initiatives.
- 1.3 The Parties acknowledge the value of diversity of people, knowledge, and ways of knowing in our community.
- 1.4 The Parties further acknowledge the role that our University, as an educational institution, has played in the perpetuation of colonial systems, both historically and in contemporary times. We acknowledge the need to learn and change, to demonstrate respect and to work towards reconciliation with Indigenous peoples and other marginalized populations.
- 1.5 The University, the Association and its Members are committed to upholding their responsibilities under British Columbia's *Declaration on the Rights of Indigenous Peoples Act (DRIPA)* pertaining to post-secondary institutions. We acknowledge the United Nations *Declaration on the Rights of Indigenous Peoples (UNDRIP)*, which recognizes that "Indigenous peoples have the right to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information" (*UNDRIP*, Article 15.1).

NEW1 The University, the Association and its Members are committed to upholding the principles and actions of the Scarborough Charter. As a signatory to the Charter, we recognize that redressing anti-Black racism, in its fulness and with careful attention to intersectionality, is crucial to promoting equity and an inclusive higher education for all, and we commit to intersectional Black flourishing, fostering inclusive excellence, enabling mutuality, and ensuring accountability.

2. Definitions

For the purposes of this Agreement:

“Academic Unit” means a Faculty, School, Division or Department, or a Program identified in *LOU: Units and Programs Appointing Faculty*;

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

“Academic Responsibilities” are those components of a Faculty Member’s Workload, articulated in their appointment letter and this Agreement, generally including Teaching, Research or Scholarly Activity, and Service. For Indigenous Members, this includes those activities done in, with and/or for an Indigenous community that are rationally connected to the Member’s Teaching, Research or Scholarly Activity, and Service, for example, activities to develop and maintain relationship with the communities in which one researches. **For BPoC Members, this includes those activities done in, with and/or for a BPoC community that are rationally connected to the Member’s Teaching, Research or Scholarly Activity, and Service.**

“Agreement” means this Collective Agreement;

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

“Association” means the University of Victoria Faculty Association;

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

“Career Progress Increment” or **“CPI”** is defined in s. 50.13;

“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 and the Head of the Division of Medical Sciences;

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

“Community-Engaged” means research or scholarly activity requested by and/or developed with a community that supports community initiatives.

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

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

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

“Department” means a Department or School within a Faculty and a Faculty without Departments or Schools;

“Equity-Deserving Groups” includes, but is not limited to, those who self-identify from the following groups: people with a disability, Indigenous people, racialized/visible minorities, women, ethno-religious groups, Black people and 2SLGBTQIA+ people

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

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

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

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

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

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

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

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

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

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

“Hourly Librarian” means a person holding a term appointment to undertake a limited range of Professional Responsibilities on an hourly basis such that annual hours do not exceed 0.8 FTE;

“Indigenous-Led” means any initiative that is directed and governed by Indigenous peoples, communities, or nations, with primary authority over its design and is accountable to Indigenous knowledge systems, protocols, and priorities.

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

“Limited-Term Faculty” means a person holding an academic appointment for a limited period of time, which exceeds one (1) year in duration, inclusive of renewals;

“Limited-Term Librarian” means a person holding a Librarian appointment for a limited period of time, for one (1) year or more, with at least 0.8 FTE;

“Member” means a Faculty Member or a Librarian;

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

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

“Outstanding ~~Performance~~ Achievement Recognition (~~OAPR~~) is defined in s. 50.23;

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

“Performance Pay Increase” or **“PPI”** is defined in s. 50.19;

“Personnel File” is defined in s. 18.8;

“Professional Performance (Librarians)” is defined in s. 25.23 a) i);

“Professional Responsibilities” are those components of a Librarian’s Workload articulated in their appointment letter and this Agreement, generally including Professional Performance, Scholarly and Professional Achievement, and Service. For Indigenous Members, this includes those activities done in, with and/or for an Indigenous community that are rationally connected to the Member’s Professional Performance, Scholarly and Professional Achievement, and Service, for example, activities to develop and maintain relationship with the community~~ies~~ in which one engages in librarianship. **For BPoC Members, this includes those activities done in, with, and/or for a BPoC community that are rationally connected to the Member’s Professional Performance, Scholarly and Professional Achievement, and Service, for example, activities to develop and maintain relationship with the communities in which one engages in librarianship.**

“Promotion Recognition Award” or **“PRA”** is defined in s. 50.25;

“Research, scholarship and creative activity” (**“Research”**) is defined in s. 25.16 in relation to Research Stream faculty;

“Reasonable Apprehension of Bias” has the meaning described in s. 49.30;

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

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

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

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

“Scholarly Activity” is defined in s. 25.19 when used in respect of Teaching Stream faculty;

“Scholarly and Professional Achievement” is defined in s. 25.23 a) ii) when used in respect of Librarians;

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

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

“Service” when used in relation to Faculty Members is defined in s. 25.22 and when used in relation to Librarians is defined in s. 25.23 a) iii);

“Standard for Librarians” means the Libraries’ document outlining the distribution of Professional Responsibilities of Librarians and is defined in s. 13.44;

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

“Teaching Performance” is defined in s. 25.7;

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

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

“University” means the University of Victoria;

“University Academic Appointments Committee” or **“UAAC”** is defined in s. 33.46;

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

3. Interpretation of Agreement

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

NEW Meetings between the Association President, the Association Vice-President

and the Vice-President, Academic and Provost and President will be held three times a year.

4. Recognition of Association

- 4.1 The University of Victoria recognizes the University of Victoria Faculty Association as the exclusive bargaining agent for all Members for whom the Association has been certified as bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated January 29, 2014, or as subsequently amended by the Board.
- 4.2 The Association does not represent and does not have the authority to negotiate or enter into an agreement on behalf of persons excluded in conformity with the *B.C. Labour Relations Code*.
- 4.3 For added clarity, the following are not Members and are not subject to this Agreement, (including during any period of leave):
- a) Persons who hold a senior administrative position at the level of Associate Dean/Associate University Librarian or above;
 - b) Persons who are defined as Faculty Excluded or Librarian Excluded;
 - c) Post doctoral fellows, including post doctoral fellows with up to a .5 FTE Limited Term appointment, research assistants, sessional instructors, persons with adjunct and visiting appointments or persons with non-academic appointments, whether represented or unrepresented by another union;
 - d) Persons with affiliated appointments for positions teaching in the Island Medical Program whose primary employment is with another post-secondary institution through the Island Medical Program or persons with non-remunerated appointments under the *Policy on Non-remunerated Academic Appointments*;
 - e) any person appointed to any of the above positions in an acting capacity;
- 4.4 Faculty Members and Librarians newly appointed to the University and who fall within the description of the Bargaining Unit approved by the British Columbia Labour Relations Board on January 29, 2014, are members of the Bargaining Unit and are represented by the Association.
- 4.5 The University agrees to inform all applicants for employment which falls within the description of the Bargaining Unit in the advertisement that the Association represents the Bargaining Unit, and that this Agreement is in effect, and provide a link to the website of the Association.
- 4.6 No Member will be permitted or required to make any written or oral agreement with the University or its representatives which conflicts with the terms and conditions of this Agreement.
- 4.7 The University will not meet with any employee or group of employees undertaking to represent the Association without the authorization of the Association. The Association will notify the University of its authorized representatives.

- 4.8 A Member excluded under s. 4.3 a) will be represented by the Association, upon return to the Bargaining Unit, following completion of their term of office and any administrative or other leave associated with the term in office.
- 4.9 The University recognizes the right of Members, as a matter of individual conscience, to refuse to cross a picket line arising out of a dispute as defined in applicable labour legislation. Such absence will be without salary.
- 4.10 In accordance with section 68(2) of the *Labour Relations Code*, the University will not require a Member to perform any work of an employee in any bargaining unit of University employees that is on a legal strike or that is locked out, or who is honouring a legal picket line.
- 4.11 The University recognizes that the Association has the right at any time to call upon the assistance of the Canadian Association of University Teachers (CAUT). Such duly authorized representatives will have access to University premises to consult with Association officials and Members.

6. Release Time for the Association

- 6.1 The University recognizes that it has an interest in maintaining the Association's ability to adequately represent its Members.
- 6.2 The University will annually pay the cost of:
- a) **Thirteen and a half (13.5) Twelve** course units of sessional replacement in order to provide release from Teaching or Librarian duties for officers of the Association under the Alternative Workload provisions identified in Article 13. 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.
 - b) One and a half (1.5) course units annually of sessional replacement in order to provide from Teaching or Librarian duties for Executive Committee members who support Association committees and provide policy advice to the President and membership services in the areas of equity, diversity, inclusion, anti-racism and Indigenization.

NEW One and a half (1.5) course units annually of sessional replacement to support the Administration of the Faculty Association's Tuition benefit fund.

NEW2 Nine (9.0) course units annually of sessional replacement to provide course reduction to BPoC Members to provide leadership and mentorship to BPoC Members, through the BPoC Advisor, BPoC Outreach Leaders, BPoC liaison and or other relevant BPoC leadership and mentorship roles to be determined by the Association.

- 6.3 The University will pay for the costs of a further three course units of sessional replacement in the year during which an Agreement is being negotiated, in order to provide Teaching or Service release under the Alternative Workload provisions identified in Article 13 for the members of the Association negotiating team.
- 6.4 The Association may purchase, at its cost, Teaching release for Members in addition to release time described in s. 6.2 and s. 6.3 under the Alternative Workload provisions identified in Article 13. The cost of purchasing release time under this Section is the Step 6 cost on the Sessional Instructor pay-scale **inclusive of benefits and vacation pay.**
- 6.5 In order to permit the Member's Department or Faculty or the Libraries to find suitable replacements for the Members who are provided with release from Teaching or other duties under this Article, the Association will provide the University with four (4) months' notice prior to the commencement of the term to which the release will apply with regard to the allocation under s. 6.2, s. 6.3 and s. 6.4.
- 6.6 Where release is provided to a Member under this Article, there will not be any loss of salary or benefits to the Member.

6.x **When a release provided to a Member under this Article is used to reduce teaching, it will be awarded in whole (1.5 unit) increments, unless otherwise agreed to between the Member, the Chair, the Association and the Dean.**

6.7 In the event that a Librarian receives one or more releases under this Article, they will receive a reduction in their Professional Responsibilities of six hours per week per term as the equivalent for each course unit of teaching release. **The nature of this release shall be determined in conversation between the Member and their Supervising Librarian and will be confirmed in writing by their Supervising Librarian with specific reference to which duties have been modified or re-assigned to facilitate the reduction in hours.**

7. Office Space and Services

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

8. Collegial Rights

Collegial Governance

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

Policies and Agreements that form part of ~~Appended to~~ this Agreement

- 8.4 The following University policies, ~~and other appendices to this Agreement~~ form part of this Agreement and cannot be amended without Association consent, such consent not to be unreasonably withheld:
- a) ~~Appendix "B":~~ Policy on Intellectual Property ([GV0215](#));
 - b) ~~Appendix "C":~~ Conflict of Interest in Student Faculty Relationships; ([AC1200](#))
 - c) ~~Appendix "D":~~ Scholarly Integrity ([AC1105B](#));

- d) ~~Appendix “E”~~: *Policy on Duties and Responsibilities of Directors of Research Centres (GV0715)*.

New or Amended Policies

- 8.5 Policies that are subject to this Article are those written policies and procedures approved by the Board of Governors, the President of the University, a Vice-President, an Associate Vice-President, or the Dean of the Faculty of Graduate Studies, that are listed in Appendix A to this Agreement and that remain applicable to Members.
- 8.6 Where a new policy is created that would either alter the terms and conditions of this Agreement or have a direct, substantive impact on a right or entitlement of a Member pertaining to their ability to undertake Academic or Professional Responsibilities, the University shall notify the Association and the provisions of s. 8.7 and s. 8.8 shall apply. Such a policy, upon adoption, shall be placed on the list of Policies subject to this Article under s. 8.5.
- 8.7 The University will not adopt new Policies nor introduce amendments to or repeal provisions in existing Policies that alter the terms and conditions of this Agreement (including its Appendices) without the prior agreement of the Association.
- 8.8 The University will not adopt new Policies nor introduce amendments to or repeal provisions in existing Policies without prior consultation with the Association, where the amendment or repeal could have a direct, substantive impact on a right or entitlement of a Member pertaining to their ability to undertake Academic or Professional Responsibilities.

Consultations

- 8.9. The consultation referred to in s.8.8 requires the University to forward to the Association a copy of the proposed Policy falling under that Section and to give the Association forty (40) Working days from the date of its receipt of the proposal to provide the University with the Association’s comments in writing on the proposal. The time period may be extended with the mutual agreement of the University and the Association.
- 8.10 At the request of either Party made within forty (40) Working days of the Association receiving a policy proposal under s. 8.9, the University and the Association will strike a joint policy committee for purposes of consultation. The joint policy committee will contain a maximum of six (6) members with an equal number of members from the Administration and from the Association plus a chair, jointly selected by the President

of the University and the President of the Faculty Association. The role of the committee will be to make best efforts to reach a consensus on recommendations regarding the Policy.

- 8.11 In the event that the committee cannot reach a consensus, the committee will prepare a report that fairly reflects the divergent views of the committee members.
- 8.12 The committee's report containing its recommendations and reflecting the divergent views, if any, of the members will be forwarded to the relevant decision-making authority for the Policy within forty (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.

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

- 9.1 The Joint Committee on the Administration of the Agreement (JCAA) will be composed of three (3) representatives of the University appointed by the President of the University and three (3) representatives of the Association appointed by the President of the Association. A quorum will be four (4) members, provided that two (2) representatives of each Party are present.
- 9.2 The JCAA will:
- a) endeavour to maintain and develop a spirit of cooperation and mutual respect between the Parties;
 - b) review matters of concern arising from the administration of this Agreement excluding any dispute that is the subject of an appeal or grievance under any other provision of this Agreement or that has been submitted to arbitration under this Agreement;
 - c) oversee the accuracy and timely updating of the web versions of the Agreement and resolve any editorial inconsistencies in the web versions;
 - d) foster good communication between the Parties and serve as a forum for the exchange of information; and
 - e) review Collective Agreement related issues as they emerge related to equity, diversity, decolonization, indigenization, and anti-racism in the workplace, including (but not limited to) pay equity.
- 9.3 The JCAA will not have the power to add to or to modify in any way the terms of this Agreement. The JCAA will function in an advisory capacity to the Association and the University and will seek the timely correction of conditions which may give rise to misunderstandings.
- 9.4 If the JCAA becomes aware of a serious ambiguity or omission that affects the application of the terms of this Agreement, the JCAA may make a unanimous recommendation to the Parties regarding the resolution of that ambiguity or omission for the term of the Agreement. If the Parties agree to adopt the recommendation of the JCAA, the Parties may sign a Letter of Understanding to that effect.
- 9.5 All paper copies of the Agreement will state on the title page that any changes adopted by the Parties and any interpretations of the JCAA relating to any Section of the Agreement will be posted with the Agreement on the websites of the Parties. A page or pages on those websites will set out this information and will normally be amended within twenty (20) Working days of the change or interpretation. An electronic alert of the change or interpretation will also be sent to Deans, the University Librarian, Chairs and Directors, the Office of the Vice-President Academic and Provost and the Association at the same time the website is amended.

- 9.6 The JCAA will prepare and distribute an annual report of its work in the previous Academic Year by August 31 of each year. The annual report will be distributed as determined by the JCAA but will, in any event, be sent to the President of the University, the Vice-President Academic and Provost, and the President of the Association.
- 9.7 The Committee will meet as necessary but at least once every two (2) months during the Academic Year, unless otherwise mutually agreed by the Parties. Either the Association or the University may call a meeting on seven (7) days written notice. Written agendas will be circulated at least forty-eight (48) hours in advance of each meeting.

11. Information

Information Provided by the University

Association Dues and Fees

11.1 The University will remit to the Association on a monthly basis the amounts deducted in accordance with Article 5 *Association Dues and Fees* together with a copy of the deduction control register at the time when the University makes other remissions of funds derived from payroll deductions and in any case not later than the last day of the month following the month in which the deduction is made.

11.2 A report will accompany the monthly remission of deductions that includes:

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

11.3 The University will provide the Association with the following reports:

- a) Within two weeks of July 1, September 1 and January 1, an up-to-date list of all Members of the Bargaining Unit, including all Members on any type of leave permitted under this Agreement with the following data: **legal** name, **preferred name if known**, UVic email, gender, ~~date of birth~~, **birth year**, start date, **end date if Member is in a Limited Term position**, date of first academic appointment, Tenure status, FTE, highest earned degree and year attained, rank, Faculty, salary and Department, ~~and type of leave (if applicable)~~ ("Membership List").

NEW Within two weeks of July 1, September 1 and January 1, an up-to-date list of Members hired into positions based on Limited or Preferential searches.

For the purposes of this Section salary means actual salary with any retention adjustments or market supplements broken out and identified, including expiry date, if any.

- b) Within two weeks of January 1, an up-to-date list of all Members of the Bargaining Unit who:
 - i) received an administrative stipend in the prior Academic Year, including name, Faculty, Department, administrative role and annual stipend amount; and

- ii) received extra-to-load payments in the prior Academic Year, including name, Faculty, Department, extra-to-load payment amount and related FTE.
- c) **Within the first two (2) weeks of every month, a**~~A monthly~~ report updating the Membership List indicating new Members, Members who have retired or resigned, and status of Members on any type of leave whether commencing or returning from said leave.
- d) All ratified and up-to-date Faculty Evaluation Policies and Unit Standards, provided within two (2) weeks of receipt from the Department/Faculty.

Waived Searches

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

Information Provided by the Association

- 11.5 The Association agrees to provide the University with the following information:
- a) a list of all persons authorized to represent the Association to the University, updated within one week of any change;
 - b) a list of the officers and other members of the Executive Committee of the Association within one month of such membership being established or amended; and
 - c) such other information as may be set out elsewhere in this Agreement that is required to be given;
 - d) a list of members of all standing committees of the Association;
 - e) notice of general meetings of the Association and copies of the agenda;
 - f) a copy of the current Constitution and By-laws of the Association, as amended from time to time.

The information in s. 11.5 may be provided in whole or in part by publication on the Association's public website provided the Faculty Association notifies the University within two (2) weeks of any change.

- 11.6 The Association agrees to provide the University with a list of recipients of the Tuition Benefit Fund and their tuition benefit amounts, within one month of award, and a reconciliation of the Benefit Fund by August 31st each year.

General

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

12. Academic and Professional Responsibilities

Fulfilment of Academic and Professional Responsibilities

- 12.1 A Faculty Member's Academic Responsibilities in the Research Stream include a combination of self-directed and assigned tasks in the areas of Teaching, Research, and Service, as further described in s. 25.7 – s. 25.18, and s. 25.22, with a balance of commitment between each component as set out in s. 13.12 of Article 13 *Standards and Workload*.
- 12.2 A Faculty Member's Academic Responsibilities in the Teaching Stream include a combination of self-directed and assigned tasks in the areas of Teaching, Scholarly Activity and Service, as further described in s. 25.7 – s. 25.15, s. 25.19 – s. 25.22 with a balance of commitment between each component as set out in s. 13.13 of Article 13 *Standards and Workload*.
- 12.3 A Librarian's Professional Responsibilities include a combination of self-directed and assigned tasks in the areas of Professional Performance, Scholarly and Professional Achievement and Service, as further described in s. 25.23 with a balance of commitment between each component as set out in s. 13.56 of Article 13 *Standards and Workload*.
- 12.4 The expectations for performance of Academic and Professional Responsibilities is set out in the Faculties' and Libraries' Evaluation Policies and Unit Standards created under Article 13 *Standards and Workload*.
- 12.5 In fulfilling Academic or Professional Responsibilities, Members shall:
- a) remain current in their discipline in the areas of Teaching and Scholarship;
 - b) adhere to Teaching policies and schedules and fulfil Teaching obligations in all but exceptional circumstances and, in case of sudden illness or emergency, make all reasonable effort to notify the Department Chair (or designate) or Dean (or designate), as applicable. In the case of planned absences, the Member shall seek advance approval from the Department Chair (or designate) or Dean (or designate), as applicable, for any necessary cancellation and make mutually acceptable arrangements for dealing with the situation;
 - c) submit the electronic course outline, consistent with the University's policy for course outlines, for each assigned course to the Chair by the start of the term and notify the Chair of any substantive in-term changes;
 - d) establish a record of performance reflecting high quality, excellence and high standards, as appropriate to the Member's Academic or Professional Responsibilities;
 - e) adhere to the University's policies, procedures and regulations. Where there is a conflict between these and the provisions of this Collective Agreement, the provisions of this Collective Agreement shall apply. **Where there is a conflict between the policies of the University and/or the Collective Agreement, the**

requirements of the Tri-Agency Framework on Responsible Conduct of Research shall prevail.

- f) be accessible to students for academic consultations during suitable, publicized times;
- g) be available to participate in Teaching, Research, Scholarly Activity or Professional Performance activities, and contribute to the Department, Faculty, Library and University through Service. The University encourages the participation of Members in Academic and Professional Responsibilities with scholars and librarians in other institutions, and it is understood that this form of collaboration will sometimes require a Member to undertake such activities at the site of another university, institute, research centre or government department.
- h) undertake training and development offered by the University to meet its legislative obligations, manage risk to the University and the Member, or to inform Members of matters related to their Academic or Professional Responsibilities, their work-related legal obligations, and their responsibilities under University or Senate policy. Such training and development costs will be borne by the University and a Member's participation is counted as Service;
- i) contribute to an inclusive, equitable environment free of oppression and hostility;
- j) undertake any other duties and responsibilities set out in this Agreement.

12.6 Members shall provide the University with current contact information.

13. Standards, Workload and Assignment Practice

Standards for Faculty Members in Academic Units

- 13.1 Each Academic Unit must have a written Standard setting out expectations for Academic Responsibilities, **Normal Workload**, performance expectations and evaluation criteria, and any equivalencies that are acceptable for appointment (hereafter, the “Unit Standard” or “Standard”). The Unit Standard must be reviewed by each Unit within **eight (8) months** ~~six (6) months~~ after a new Agreement is ratified, to ensure that the academic objectives, mandate and operational requirements of the Unit are achieved, and to ensure compliance with the renewed Agreement and Faculty Evaluation Policy.

13.xx For any processes relying on the Unit Standard the existing Standard will apply until the revised Standard is fully approved.

13.xx Non-departmentalized Faculties may elect to embed all elements of their Unit Standard into their Faculty Evaluation Policy.

NEW 1 The Unit Standard will not repeat existing Faculty Evaluation Policy and Collective Agreement language, but will describe the Unit specific standards associated with salary evaluation, career progress and workload within the Units. Unit Standards may reference and link to relevant FEP and CA language where relevant.

- 13.2 ~~Each Academic~~ Units will establish ~~its~~ ~~their~~ own procedures for preparing and revising ~~its~~ ~~their~~ Standard. The Standard and any revision must be recommended by a majority of the votes cast by those holding Regular Academic Appointments in the Unit, after which it is to be forwarded to the Dean for approval **and appended to the Faculty Evaluation Policy.**

- 13.3 Should the Dean find that a Unit’s Standard does not meet the criteria in s. 13.1, the Dean will refer it back to the Unit for revision, together with written reasons. The Dean must not withhold approval of a Unit’s Standard as long as the Standard meets the criteria in s. 13.1.

13.3.1 Should the Standard not be ratified by Members in the Unit or not be approved by the Dean within one (1) year of the initiation of s. 13.1 or s. 13.4, the Dean may impose a Standard that meets the criteria in s. 13.1 provided the Standard does not exceed Teaching or Service obligations in the previous Standard. **This Standard will be in effect for no more than twelve months or until a Standard is ratified, whichever comes first.**

- 13.4 Either the Dean or the Unit, by majority vote, may request a review of the Standard if the Dean or the Unit is of the view that the Standard does not meet the criteria in s. 13.1. It will normally only be revised in the event of a substantive, non-transient change to those criteria. The procedures established under this Article will then be followed. Any changes to the Normal Workload will take effect the following Academic Year.

- 13.5 The Standard will describe Normal Workload expectations for each component of Academic Responsibilities. Academic Units vary in disciplinary norms and in the nature of their contributions to the University. As such, it is understood what constitutes Normal Workload may vary from one Unit to another. The Normal Workload within a Unit shall be consistent with the academic and operating obligations of the Unit, the Faculty and the University.

13.5.1 In describing Normal Workload, the Standard must address:

- a) the number of course units taught by a Faculty Member with Normal Workload in the Unit;
- b) teaching ~~reduction release~~ normally provided to Faculty Members, including early-in-career Members;
- c) an Alternative Workload arrangement for the Chair and Associate Chair recognizing their additional Service load;
- d) Workload credit for:
 - i) any courses which carry non-standard units of course credit;
 - ii) course co-ordination;
 - iii) supervision of graduate and undergraduate students;
 - iv) the normal Service responsibilities by rank that may be either assigned to a Faculty Member in the Unit or to which a Faculty Member may be elected by members of the Unit.

NEW other incremental impacts associated with class size and service responsibilities

- 13.6 The Standards shall describe performance expectations and evaluation criteria, beyond those articulated in the Faculty Evaluation Policy, for each of the following components within Academic Responsibilities:
- a) teaching performance, which is defined at s. 25.7 – s. 25.9;
 - b) Research, scholarship and creative activity (for Research Stream faculty) which is defined at s. 25.16 – s. 25.18; **Research assessment must be conceptualized broadly and reflect the San Francisco Declaration of Research Assessment (DORA)**;
 - c) Scholarly Activity (for Teaching Stream faculty) which is defined at s. 25.19 – s. 25.21;
 - d) Service, which is defined at s. 25.22;
 - e) specific criteria related to assessment of Teaching, Research and Scholarly Activity, and Service in a Clinical setting where the Unit has Members who, under s. 21.27 are designated as Clinical;

- f) specific criteria related to assessment of community-engaged Teaching, Research, and Scholarly Activity, and Service where the Unit has Members engaged in community-engaged Teaching, Research or Scholarly Activity, or Service;
- g) specific criteria related to assessment of Indigenous Members, ~~where the Unit has Indigenous Members~~. This shall include recognition of the ways in which Indigenous Members support the decolonization and Indigenization of the University, including efforts to build relationships with Indigenous communities on behalf of the University.

NEW 1 Unit Standards shall provide guidance for conditions that can be considered to “exceed expectations” in each of Teaching, Research/Scholarly Activity, and Service, separately, and how expectations change by rank.

NEW 2 Unit Standards shall provide clear and comprehensive criteria for promotion through the ranks.

NEW 3 A Member may be assessed as “meeting” or “exceeding” expectations in Scholarly Activity, and can meet Scholarly Activity requirements for Reappointment, Promotion and Tenure, through any combination of the types of Scholarly Activity described in s. 25.19 and 25.19.1;

- 13.7 The Standard shall address criteria for assessing professional and experiential equivalencies for educational credentials as required in s. **21.3 a**.

NEW. The Standard may describe the process (committee structures and voting process) by which collegial governance decisions and recommendations are made by Members of the Department.

- 13.8 Every Unit Standard must include the following in its preamble: Minor administrative exceptions to the requirements of this Unit Standard may be made on consent of the affected Faculty Member and their Chair, provided there is no breach of the Collective Agreement. Exceptions that go beyond minor administrative matters must be waived on consent of the Provost (or designate) and the President of the Faculty Association (or designate). Affected Faculty Members have the right to consult with the Faculty Association before providing their consent.
- 13.9 The revisions to the Standard are effective on the date of the Dean’s approval under s. **13.2**.
- 13.10 The Standard must be provided to the Members within the Unit within one (1) week of Dean’s approval. A new Member will receive the Unit Standard within one (1) week of their appointment start date.

Workload Distribution for Faculty

- 13.11 A Faculty Member's Workload consists of activities undertaken in fulfilment of their Academic Responsibilities, as defined in Article 12 Academic and Professional Responsibilities and the Standard for the Academic Unit.
- 13.12 Subject to the provisions relating to Alternative Workload below, the Normal Workload of Research Stream Faculty Members shall reflect a balance of commitment between Teaching, Research, and Service such that the commitment to Teaching activities is roughly equal to the commitment to Research activities and that the commitment to Service is roughly half of the commitment to Teaching activities. **This translates to a Normal Workload of 40% Teaching, 40% Research, and 20% Service.**
- 13.13 Subject to the provisions relating to Alternative Workload below, the Normal Workload of a Teaching Stream Faculty Member shall reflect a ratio of 70% Teaching, 10% Scholarly Activity, and 20% Service.
- 13.14 These activities shall form the basis of Unit considerations of Workload associated with Teaching:

Scheduled Teaching:

- a) Graduate and undergraduate course delivery including:
 - i) teaching modality, particularly any extra workload resulting from multi-access delivery
 - ii) course level
 - iii) availability of teaching and technical support
 - iv) grading, **including feedback**, and course administration requirements;
 - v) supervision of teaching and laboratory assistants;
 - vi) course coordination;
 - vii) class size, as compared to average class size in the unit;
 - viii) course design, **re-design**, and preparation; including laboratories, tutorials, field components, and other required components;
 - ix) whether the course is cross-listed;
 - x) whether the member has previously taught the course;**
 - xi) assigned contact hours ;**
 - xii) activities to address student accessibility;**
- b) clinical teaching and on-site practicum supervision activities;

NEW intensive field studies courses

Other Teaching Activities:

NEW community-engaged teaching;

- c) curriculum development and revision;
- d) supervision of ~~graduate and~~ undergraduate research theses and projects; ~~including, but not limited to, participation in thesis supervisory committees~~

- e) the number of directed reading courses and Honours supervisions by the Faculty Member, which are pre-approved by the Chair
- f) supervision of internships and practicums;
- g) supervision of student creation and performance of creative works
- h) academic mentoring of students;
- i) in Units with graduate programs, the number of graduate students supervised ~~and or advised~~ by the Faculty Member, which are pre-approved by the Chair or designate **and participation on graduate committees;**
- j) documented mentorship of students, instructors, **post-doctoral fellows** and Faculty Members, particularly those from ~~marginalized~~ **equity deserving** groups;
- k) developing and maintaining relationships with communities for community-engaged teaching; **and,**
- l) participation by a Faculty Member in programs outside their Home Unit as approved by their Chair. The Faculty Member shall notify their Chair of any change in magnitude of that work.

13.15 It is recognized that fluctuations in the Workload associated with Teaching and Service may occur from year to year based on the operational needs of the Unit. The Workload of each Faculty Member shall be equivalent to the Normal Workload identified in the Unit Standard when averaged over a maximum of **three (3)** ~~five (5)~~ years.

NEW 1 To ensure equitable distribution of Teaching Workload, a centrally-held Course Reduction and Workload Stewardship Fund shall be established in the amount of \$300,000 on July 1, 2026 and \$600,000 per annum starting July 1, 2027. The Fund shall ensure that no individual faculty member's Teaching Workload exceeds the Normal Teaching Workload established in the Unit Standard and this Article, averaged over a rolling three-year period.

NEW2 Included in each Unit Standard shall be a generalized explanation of how the activities listed in 13.14 are accounted for in teaching assignments. The Unit Standard shall include language to achieve equitable workloads within each Unit and descriptions of teaching equivalencies. The Unit Standard equivalencies will also recognize that teaching cannot be more than the teaching workload fraction for each member (e.g., 40% for Research Stream and 70% for Teaching Stream). At the biennial salary meeting between Members and Chairs, Members shall discuss the nature of their Normal Workload in relation to the expectations for equitable workload within the Unit equivalencies and the Member's teaching preferences, to ensure that their teaching workload does not exceed the average Normal Workload for the Unit.

13.15.1 Where assignment of Workload proportional to Workload ratios in s. 13.12 and s. 13.13 cannot be achieved on average as described in s. 13.15, **and NEW2 (below 13.15)** a reduction or increase in the Teaching Workload and/or number of courses or course co-ordinations assigned in one or more years shall be used to achieve Normal Workload for Teaching.

NEW 1 If the Chair is unable to address Teaching Workload through the measures described in 13.15.1 due to operational needs of the Unit, the Chair shall apply to the Dean for funds from the Course Reduction and Workload Stewardship Fund. Priority shall be given to applications that are intended to address the impacts of large enrollment classes, as defined in the Unit Standard. Funds can be used for course reductions, Teaching Assistants and/or Course Coordinations.

NEW subsection: One purpose of this Fund is to address workload for faculty members teaching multiple sections of large enrolment courses or other courses with significant workload requirements.

NEW 2 Applications to this Fund shall include a description of the measures that the Chair is or intends to take to support equitable distribution of Workload in the Unit and to ensure Normal Workload for any individual Faculty Member.

NEW 3 Applications to this Fund may also include projects involving curriculum and program reviews intended to support the Unit to address systemic Workload concerns. A maximum of 15% of the Fund can be spent for this purpose each year.

NEW 4 The fund shall not be used to replace existing funds currently used to address teaching workload, including existing course reductions and TA support.

NEW 5 An annual report outlining where and how the funds were allocated by Faculty and Unit shall be published by in July.

NEW 6 Any unexpended funds shall be carried over to the following year.

- 13.16 Beyond the fluctuations under s. 13.15, any alternative arrangements that allow a Faculty Member's Workload to deviate substantially from the Normal Workload of the Unit must be approved under the Alternative Workload provisions below. Alternative Workload arrangements shall only alter the balance of a Member's Workload among Teaching, Research and Scholarly Activity, and Service, and shall not alter the magnitude of a Member's Workload, unless the Member has an approved Reduced Workload under the provisions for Reduced Workload.

Assignment of Faculty Duties

- 13.17 Within each Academic Unit, assigned Academic Responsibilities of Members will be equitably distributed by the Chair or designate to achieve the academic objectives, mandate and operational obligations of the Unit and to fulfill the responsibilities of the Academic Unit to contribute to the University community. The distribution will be in accordance with a transparent process based on clear principles developed with the input of the Members of the Unit, as articulated in Normal Workload as defined in the Unit Standard including a recognition and balancing of teaching equivalencies as determined in NEW2 (under 13.15).

13.18 The Unit process for distribution of assigned Academic Responsibilities among Faculty Members of the Unit shall give due consideration to factors such as:

- a) the Academic Responsibilities assigned to the Faculty Member in previous years;
- b) the Faculty Member's Workload balance as established by Normal Workload or any Alternative or Reduced Workload arrangement;
- c) the specific area of expertise of the Faculty Member;
- ~~d) whether the Faculty Member has previously taught the assigned course;~~
- e) a Faculty Member's administrative and other contributions outside the Faculty Member's Unit;
- f) a Faculty Member's program of Research or Scholarly Activity, where such a program requires supervision of staff and students and significant administrative responsibilities;
- g) participation by the Faculty Member in Teaching within other Units, including interdisciplinary programs;
- h) the Faculty Member's career stage, where addressed in the Unit Standard;
- i) Academic Responsibilities undertaken by the Members to support equity, diversity, Indigenization, decolonization and anti-racism within, and external to, the University; and
- j) the expected efforts required to respond to the legal duty to accommodate students.

13.19 Faculty Evaluation Policies shall provide Members with information about University resources for the development of Teaching practice, including resources available to assist in the preparation of courses using technology.

13.20 The Chair of a Unit has the final responsibility to assign Teaching and Service related to fulfilling the operational and academic obligations of the Unit. The assignment must follow consultation with the Member and be in accordance with the Unit's Standard and this Agreement.

13.21 For a Member with a Joint Appointment, the Chair of each of the Member's Units shall agree on the assignment of Teaching and Service. In the event of a disagreement between Chairs, the Member's Dean(s) shall (jointly) assign the Member's Teaching and Service.

13.22 During each 12-month period (except when on leave), a Research Stream Faculty Member with Tenure, Tenure-track or Research intensive Limited-Term Appointment will have one (1) four-month period (the "research term") within which to devote themselves primarily to Research. During the research term, the Chair will not assign the teaching of

any course to the Faculty Member except in special circumstances and with the agreement of the Faculty Member and will not assign administrative duties to the Faculty Member except with the agreement of the Faculty Member or where, due to academic or administrative requirements of the Unit, the administrative duties must be performed during that term.

NEW During each 12-month period (except when on leave), a Teaching Stream Faculty Member with Tenure, Tenure-track or Limited-Term Appointment, and where program requirements allow, will have a one-month period within which to focus primarily on Scholarly Activity. This will not be unreasonably withheld, and Chairs shall work with Members to ensure they have sufficient time for Scholarly Activity where program requirements restrict the one-month Scholarly Activity period. During this time, the Chair will not assign the teaching of any course to the Faculty Member except in special circumstances and with the agreement of the Faculty Member and will not assign administrative duties to the Faculty Member except with the agreement of the Faculty Member or where, due to academic or administrative requirements of the Unit, the administrative duties must be performed during that term.

- 13.23 Consultation requires written notification of the Teaching and Service assignment by email at least three (3) months in advance of the commencement of such assignments. The Chair shall consider all requests for revisions. In the case of disagreement over an assignment, the Chair and the Member will make their best efforts to resolve the disagreement informally and in a timely manner.
- 13.24 If the Chair has denied a requested revision **to the Teaching and Service assignment** and informal resolution cannot be reached, the Member may appeal to the Dean in writing within **ten (10)** Working days of notice of the Chair's decision, and shall include all past correspondence regarding the request. A copy shall be provided to the Chair. **The Chair shall submit a written response to the Dean within ten (10) days of being notified of the appeal. The Chair shall make a written response to the Dean within 10 (ten) Working days of notice of the appeal. In the response, the Chair must explain how this Article was adhered to in the assignment.** The Dean must provide a written response within fifteen (15) Working days to the Member and the Chair. **This response will provide a decision on whether the terms of this Article were accurately reflected in the assignment, including a clear explanation of the rationale with reference to relevant sections of this Article.** The decision of the Dean is final.
- 13.25 In the case of non-departmentalized Faculties, the procedures will be as outlined in s. 13.24 except that the Dean is replaced by the Vice-President Academic and Provost or designate. In the case of assignment involving Indigenous Members, the decision-maker shall consult with the Vice-President Indigenous.
- 13.26 The Chair normally will notify Faculty Members of the finalized Teaching assignments across the Unit at least two (2) months in advance of the commencement of such assignments.

- 13.27 After the courses to be taught have been assigned to a Faculty Member, alterations to Teaching assignments will be made only in unusual or unanticipated circumstances and will be determined in consultation with the Faculty Member. In this case, the Faculty Member may not request revision under s. 13.23 or appeal under s. 13.24 or s. 13.25.
- 13.28 Where an assigned course is not taught due to course cancellation, the Chair may, in consultation with the Faculty Member, assign an alternate course under s. 13.27 within the next three (3) Academic Years or assign other equivalent Teaching or Service Workload.
- 13.29 Teaching courses above the Normal Workload for Teaching for the Unit on an extra-to-load basis is limited to extraordinary circumstances or where there is a crucial need. Where the Chair requests a Faculty Member to teach a course on an extra-to-load basis, the Faculty Member may accept the extra-to-load teaching assignment but is not compelled to do so. Where, with the approval of the Member's Chair and Dean, a Faculty Member accepts an extra-to-load teaching assignment, the Faculty Member is paid at the extra-to-load rate. Extra-to-load teaching is only available where the Faculty Member already has a full course load.
- 13.30 Teaching Stream Faculty Members may apply to their Chair/Director for a one-time allocation of up to two (2) course ~~releases~~ **reductions** to undertake an approved course of study to enhance teaching. The Member is required to present the pedagogical information they have learned within their Faculty and/or to the University more broadly. Applications will be reviewed for approval by the Dean, on recommendation of the Chair.

Assignment of Librarian Duties

- 13.31 The Professional Responsibilities of a Librarian specified in s. 25.23 will be assigned by the Librarian's supervising Librarian or the person to whom the Librarian reports, after consultation with the Librarian. The assignment will be based on:
- a) the Service obligations of the University Libraries to the University;
 - b) the Standard for Librarians as determined under s. 13.44;
 - c) the Librarian's type of appointment and position description;
 - d) the Librarian's Workload balance as established by Normal Workload or any Alternative or Reduced Workload arrangement;
 - e) the Librarian's University Service **and Scholarly and Professional achievement activities**;
 - f) other relevant factors, such as specialties or qualifications or the need to develop them, or projects of limited duration assigned by the supervising Librarian or University Librarian;
 - g) the legal duty to accommodate; and

- h) Professional Responsibilities undertaken by Members to support equity, diversity, Indigenization, decolonization, and anti-racism within, and external to, the University.

13.32 The University Librarian ~~shall will~~ review the assignments of Librarians using the criteria in s. 13.31 to ensure ~~there has been~~:

- a) a reasonable and equitable distribution of Workload for Librarians;
- b) a transparent process of Workload allocation within the Libraries, with decisions being made in accordance with criteria that are communicated to Librarians;
- c) flexibility in Workload allocation that reflects the University's obligations and the mission of the Libraries; and
- d) Workload allocation that is consistent with the nature of the Librarian's appointment.

13.33 A Librarian and their supervising Librarian or the University Librarian, as appropriate, will meet to discuss the assignment of the Librarian's Professional Responsibilities at least once each year and will use their best efforts to resolve any concerns regarding the assignment.

13.34 Within **ten (10)** Working days of notice of the assignment **of Professional Responsibilities**, ~~the a~~ Librarian may request revision to the assigned Professional Responsibilities on the basis of the factors outlined in s. 13.31. The supervising Librarian shall consider all requests for revisions and will respond within **ten (10)** Working days. If the request is denied, the supervising Librarian will provide written reasons, referring to the factors outlined in s. 13.31. If the supervising Librarian has denied the requested revision, the Librarian may appeal to the University Librarian in writing and shall include all past correspondence regarding the request. A copy shall be provided to the supervising Librarian. The supervising Librarian shall make a written response to the University Librarian within five (5) Working days of notice of the appeal. The University Librarian shall provide a written response within fifteen (15) Working days to the Librarian and the supervising Librarian. The decision of the University Librarian is **final**.

NEW When a Librarian reports to the University Librarian, for the purposes of 13.34 processes, the Provost will address the appeal.

13.35 When new Professional Responsibilities need to be assigned to a Librarian, the University Librarian will provide the members of the Appointments Advisory Committee (AAC), including the alternate member, with a written description outlining the proposed assignment, and the proposed period of time for the assignment.

13.36 When the period of time is proposed to be for at least one (1) year, the University Librarian will indicate whether, with reference to s. 13.38, the assignment involves substantial responsibilities, or not.

- 13.37 With reference to s. 13.38, the members of the AAC will determine whether or not they agree with the University Librarian's determination regarding the nature of the proposed assignment. If the AAC and the University Librarian do not agree on whether the assignment is substantial or not, the AAC and the University Librarian will meet to discuss the issue and come to consensus.
- 13.38 In assessing whether an assignment involves "substantial responsibilities", consideration will be given to the Professional Responsibilities assigned to a Librarian; the impact on the organization; any change(s) in the reporting relationship(s); and whether there are significant additions to existing Professional Responsibilities.
- 13.39 When a new assignment is to be made to a Librarian for a period of at least one (1) year, and the University Librarian and the AAC have agreed that the duties involve substantial responsibilities, the AAC will advise all Librarians of the assignment, and circulate the written description. A search will be conducted, and the provisions of Article 22 *Appointment Procedures: Librarians* will apply, except for the requirement to advertise.
- 13.40 When an assignment is to be made to a Librarian for a period of less than one (1) year, or the proposed assignment is determined by the University Librarian and the AAC to be not substantial, as delineated in s. 12.29, the AAC will advise all Librarians of the assignment. Librarians will have the opportunity to self-nominate for the new assignment by submitting a brief 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.
- 13.41 Before any change in the reporting relationship of an individual Librarian (where Professional Responsibilities are not changed) there shall be a consultation meeting between the Librarian, the University Librarian, and the supervising Librarian(s) involved to discuss preferences and any concerns regarding the change. If no agreement regarding the reporting relationship can be reached the Librarian shall, within five (5) Working days, submit a written outline expressing their objections to the proposed change to the University Librarian and supervising Librarian. A further meeting will then be held to try to reach consensus. Following the second consultation, the Librarian shall be given at least fifteen (15) Working days notice of any decision by the University Librarian to complete the proposed change.
- 13.42 The requirement to consult will not apply when the new assignment is a requirement of law or is a result of the application of the provisions of this Agreement (other than s. 13.32, s. 13.33 and s. 22.1).
- 13.43 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.

Standard for Librarians

13.44 The University Libraries must have a written Standard setting out expectations for Professional Responsibilities, performance expectations and evaluation criteria, any equivalencies that are acceptable for appointment and distribution of assigned duties for Librarians (hereafter, the “Libraries Standard or Standard for Librarians”). **Because of variations in Professional Responsibilities, it is understood that what constitutes a Normal Workload may vary from one Libraries Unit to another.** The University Libraries must review the Standard for Librarians, and amend it as required, within **eight (8) six (6)** months after a new Agreement is ratified, to ensure that the University Libraries’ service objectives and mandate are achieved, operational requirements are met, and to ensure compliance with the renewed Agreement.

13.44.1 The University Librarian and the Librarians will establish procedures for preparing and revising the Standard for Librarians. The Standard for Librarians and any revision must be recommended by a majority of the votes cast by regular Librarians after which it is to be forwarded to the University Librarian for approval.

NEW The Standard for Librarians shall provide guidance for conditions that can be considered to “exceed expectations” in each of Professional Performance, Scholarly and Professional Achievement and Service, separately, and how expectations change by rank.

13.45 The Standard for Librarians must include the following in its preamble: Minor administrative exceptions to the requirements of the Standard for Librarians may be made on consent of the affected Member and their Supervising Librarian, provided there is no breach of the Collective Agreement. Exceptions that go beyond minor administrative matters must be waived on consent of the Provost (or designate) and the President of the Faculty Association (or designate). Affected Members have the right to consult with the Faculty Association before providing their consent.

13.46 The Standard for Librarians shall include a **collegial** mechanism for the selection of members and non-elected chairs to Libraries committees.

13.47 Should the University Librarian find the Standard for Librarians does not meet the criteria in s. 13.44, the University Librarian will refer it back to the Librarians for revision, together with written reasons. The University Librarian must not withhold approval of the Standard for Librarians as long as the Standard meets the criteria in s. 13.44.

13.48 Should the Standard not be ratified by Librarians and approved by the University Librarian within one (1) year of the initiation of s. 13.44 or s. 13.49 the University Librarian may impose a Standard that meets the criteria in s. 13.44 provided the Standard for Librarians does not exceed Professional Performance or Service obligations in the previous Standard for Librarians. **This Standard will be in effect for no more than twelve (12) months or until a Standard is ratified, whichever comes first.**

13.49 The University Librarian or the Librarians, as represented by Faculty Association Librarians Committee, may request a review of the Standard for Librarians if the University Librarian or the Librarians are of the view that the Standard for Librarians does not meet the criteria in s. 13.44. The procedures established under s. 13.44.1 will then be followed. Any changes to the Normal Workload will take effect the following Academic Year.

13.49.1 Subject to s. 13.49, once the Standard for Librarians has been approved by the University Librarian, it will normally only be revised in the event of a substantive, non-transient change in relation to the Libraries ability to meet the criteria in s. 13.44.

13.50 The Standard for Librarians will describe Normal Workload and performance expectations for each component of Professional Responsibilities of Librarians holding Regular, **Limited Term and Hourly and Limited Term** Librarian appointments across the Libraries. The ratio of Professional Responsibilities components may vary from the Standard from time to time provided that over time the aggregate contribution of each Librarian is consistent with their Normal Workload, unless otherwise altered under the provisions for Alternative Workload.

13.51 The Standard for Librarians must address such matters as the length of a normal work week, averaged over one (1) year, and normal scheduling practices.

13.52 The Standard for Librarians may incorporate or refer to the Libraries' Evaluation Policy that is developed under s. 25.23, but cannot conflict with it.

13.53 The Standard for Librarians shall be provided to Librarians.

Librarian Workload

13.54 A Librarian's Workload consists of activities taken in fulfilment of their Professional Responsibilities, as defined in the Article 12 Academic and Professional Responsibilities and in the Standard for Librarians under s. 13.44.

13.55 Professional Responsibilities undertaken by Members to support equity, diversity, Indigenization, decolonization and anti-racism within, and external to, the University shall be considered part of Workload.

13.56 Subject to the provisions relating to Alternative Workload below, the Normal Workload of a Librarian shall reflect a ratio of 80% Professional Performance, 10% Scholarly and Professional Achievement and 10% Service.

NEW Header Workload Associated with Technological Change

NEW 0 The University is committed to meaningful consultation with the Association and appropriate safeguards when proposing new technologies or enterprise systems (e.g. course content delivery, assignments & grading, online discussions and exams/quizzes), that could significantly affect members' workloads. To support meaningful

consultation, the University will provide written notice that enables informed understanding and dialogue. This notice will include a detailed description of the proposed technological change, the rationale underlying the change, and the anticipated date on which the University intends to implement it.

New 1 The University's description of technological change will be supported by ensuring any new enterprise system undergoes privacy assessments in accordance with the University's Privacy Policy (GV0235) and FIPPA.

New 2 Notice will be shared sixty days in advance of the change, unless a critical incident or response requires shorter notice, to allow for thoughtful review, feedback and discussion. Where shorter notice is provided, the University will include a rationale explaining the reason for the reduced notice period.

New 3 Discussion will take place during regularly scheduled JCAA meetings, unless otherwise agreed upon by the Parties.

New 4 Any technological change that results in a new or amended policy will, in addition, adhere to the applicable provisions and language set out in Article 8, unless otherwise agreed upon by the Parties.

Alternative Workload for Faculty and Librarians

13.57 The balance of Academic or Professional Responsibilities components in the Normal Workload of a Member may be altered for a specified period. Any such alteration must be done under the provisions of this Article.

13.58 Alternative Workload arrangements shall not change the overall magnitude of a Member's Workload.

13.59 Any Alternative Workload arrangement must continue to reflect active involvement in each component of the Member's Academic or Professional Responsibilities. The minimum commitment to each component is 5% of Workload.

13.60 A Member seeking an Alternative Workload arrangement shall apply to the Dean (through the Chair or Director, if applicable) or the University Librarian (hereinafter "Dean"), as applicable, for Alternative Workload.

13.60.1A Member shall apply in writing at least six (6) months before the proposed Alternative Workload arrangement is to take effect. In unforeseen circumstances this timeline can be waived on mutual agreement of the Member and the Dean.

13.61 The Member's application shall state the reasons for the proposed Alternative Workload arrangements, the period for which they are to apply, the proposed duties of the Member during that period and the method of weighting any evaluation of the Member's performance based on the alternative arrangements.

13.62 Where a Member believes that their Service contributions warrant a reduced expectation in Research/Scholarly Activity, Teaching, or Professional Responsibilities the

Member may request an Alternative Workload for this purpose. If the Chair is considering denying such a request from an Indigenous Member, the Chair shall discuss the request with the Associate Dean Indigenous or in the case of the Libraries through the analogous Associate University Librarian position.

- 13.63 The Dean's approval of such applications shall not be arbitrarily withheld and shall be based on the value of the arrangement to the teaching or research mission of the Unit, and the operational needs of the Unit. Any decision by the Dean not to approve the application shall be accompanied by written reasons. The Dean's approval of the application shall be contingent on agreement of the Chair or Director, if applicable.
- 13.64 A Member's Chair or Dean may initiate discussion of a possible Alternative Workload arrangement for a Member at a meeting with the Member convened for the purpose. Following such a discussion, a Member's Chair or Dean may propose an Alternative Workload arrangement for the Member. Such a proposal shall be in writing, shall invite the Member to discuss its provisions, shall state that the Member's participation in any Alternative Workload agreement is voluntary, and that the Member has the right to have a representative of the Association present at any discussion of the proposal.
- 13.64.1 The Chair or Dean shall make any such proposal at least six (6) months before the proposed Alternative Workload arrangement is to take effect. This timeline can be waived on mutual agreement of the Member and the Chair and Dean.
- 13.65 The period of Alternative Workload shall depend on the agreement entered into between the University and the Member.
- 13.66 An initial or subsequent period of Alternative Workload may run for part or all of an Academic Year, for consecutive Academic Years, or until the end of the Member's appointment.
- 13.67 An initial period of Alternative Workload may be followed by additional periods of Alternative Workload. Application for such additional period(s) of Alternative Workload must be made in writing at least six (6) months before the beginning of any additional period. The Member's Dean shall not arbitrarily withhold approval of such application(s). Any decision by the Dean not to approve the application shall be accompanied by written reasons. The Dean's approval of the application shall be contingent on agreement of the Chair or Director, if applicable.
- 13.68 The Workload of a Member who is a Department Chair or Director of a School or a Director of a Research Centre shall be adjusted at the time of the administrative appointment to express the proportion of Service in the Workload. The provisions of this Article shall be used for this adjustment.
- 13.69 A Member who performs Unit administrative work delegated by the Chair such that their Service obligations exceed 20% shall have their Workload adjusted at the time of the Administrative appointment or delegation to express the proportion of all Service in the Workload.

- 13.70 If the Member and Dean (and Chair or Director, if applicable) agree on the provisions of the proposed Alternative Workload, these provisions shall be confirmed in writing and signed by the Member and Dean (and Chair or Director, if applicable). The provisions shall include the period of the Alternative Workload arrangement, duties during the period of Alternative Workload, and the ratio of components of the Member's Academic or Professional Responsibilities.
- 13.71 The Dean shall forward any Alternative Workload agreement to the Vice-President Academic and Provost or designate for final approval on behalf of the University. The Vice-President Academic and Provost shall not arbitrarily withhold such approval. Any decision by the Vice-President Academic and Provost not to approve the proposal shall be accompanied by written reasons.
- 13.72 A copy of the approved proposal shall be placed in the Member's Official File and sent to the Member involved and to the Association.
- 13.73 Members on Alternative Workload shall be eligible for consideration for Reappointment, Continuing Appointment, Promotion and Tenure.
- 13.74 Requests for amendments to the Alternative Workload arrangements shall follow the foregoing procedures.

Reduced Workload

- 13.75 A Reduced Workload is one in which the Workload of a Full-Time Member is reduced from one (1) FTE to less than one (1) FTE on a regular basis, either temporarily or permanently. Reduced Workload shall not be less than 50% of Normal Workload.
- 13.76 Notwithstanding the provisions regarding Alternative Workload, the ratio of components in a Member's Workload may be altered by a Reduced Workload. However, no component of Academic or Professional Responsibilities may be excluded. The minimum commitment to each component is 5% of Workload.
- 13.77 A Member may apply to the Dean (through the Chair, if applicable) or University Librarian (hereafter "Dean") for Reduced Workload. The Dean shall not arbitrarily withhold approval. The Dean shall consider the reasons for the request, the benefit to the Unit and the operational needs of the Unit. Any decision by the Dean not to approve the application shall be accompanied by written reasons. The Dean's approval of the application shall be contingent on agreement of the Chair or Director, if applicable.
- 13.78 Members shall apply in writing at least six (6) months before any Reduced Workload is to take effect. Application made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances.
- 13.79 A Member's Dean may initiate discussion of a possible Reduced Workload for a Member at a meeting with the Member convened for the purpose. Following such a discussion, a Member's Dean may propose (through the Chair or Director, if applicable) a Reduced Workload. Such a proposal shall be in writing, shall invite the Member to discuss its

provisions, shall state that the Member's participation in any Reduced Workload is voluntary, and shall state that the Member has the right to have a representative of the Association present at any discussion of the proposal. Such a proposal shall be made at least six (6) months before the proposed Reduced Workload is to take effect. Such requests made less than six (6) months before the proposed change will be considered only in cases of unforeseen circumstances.

- 13.80 If the Member and Dean (and Chair or Director, if applicable) agree on the provisions of the proposed Reduced Workload those provisions shall be confirmed in writing and signed by the Member, Chair or Director (where applicable) and Dean. The agreement shall specify the period of the Reduced Workload, the proportion of Reduced Workload to Full-Time Workload, duties during the period of Reduced Workload, timing of duties, extensions to the period for any Reappointment or Promotion if any, provisions for alterations to evaluation processes during and after the period of Reduced Workload and the level of salary and benefits during the period of Reduced Workload including during any Study Leave.
- 13.81 An initial or subsequent period of Reduced Workload normally will be for a period of one to three years. A Reduced Workload that extends until the end of the Member's appointment carries with it no entitlement for reinstatement to Normal Workload.
- 13.82 An initial period of Reduced Workload may be followed by additional periods of Reduced Workload. Application for such additional period(s) of Reduced Workload must be made in accord with the provisions of this Article and must be made in writing at least six (6) months in advance. Approval of such applications(s) shall not be arbitrarily withheld, and any decision not to approve the application shall be accompanied by written reasons.
- 13.83 The signed agreement produced in accord with the provisions of s. 13.80 shall be forwarded to the Vice-President Academic and Provost or designate for final approval on behalf of the University. Such approval shall not be arbitrarily withheld and any decision by the University not to approve the proposal shall be accompanied by written reasons. A copy of the approved agreement shall be sent to the Member, the Dean and the Chair or Director if applicable. A copy of each approved proposal shall be sent to the Association.
- 13.84 Notwithstanding the provisions of Article 31 Stopping the Clock, in the case of Members with eligibility for Tenure or Continuing Appointment, if a reduction of 50% has occurred for two (2) years or longer, the period for Reappointment, Continuing Appointment, Tenure or Promotion shall be extended by one (1) year. It is the responsibility of the Member to request such an extension through the Chair or Director (if applicable) and the Dean no later than the beginning of the second year of 50% Reduced Workload.
- 13.85 The amounts of any salary adjustments shall occur pro-rata according to the FTE value of the Reduced Workload. Any percentage increases in salary shall be applied as a percentage of the Member's pro-rated salary. For those whose Reduced Workload is for a fixed term, a nominal full-time base salary rate will be recorded annually.

- 13.86 Provided that the Reduced Workload is at least 50% of Full-Time Workload, eligibility for and participation in all group insurance plans shall continue, subject to benefit plan amendments, as if the Member had Normal Workload, except that coverage for wage impacted benefits shall be on a pro rata basis.
- 13.87 Salary during Sick Leave will be based on actual salary at the time of the commencement of Sick Leave.
- 13.88 For Study Leave, the qualifying periods for Faculty Members on Reduced Workload are the same as for Faculty Members with Normal Workloads. Salary during the Study Leave will be prorated in accordance with the percentage of full-time service during the qualifying period.
- 13.89 Members on Reduced Workload shall be eligible for consideration for Reappointment, Continuing Appointment, Promotion and Tenure.
- 13.90 Requests for amendments to the Reduced Workload shall follow the foregoing procedures. A request to terminate a Reduced Workload agreement early will be approved only if there are no negative operational impacts.

14. Academic Freedom

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

NEW 1 Indigenous Members have the right to teach, research, publish and speak from Indigenous worldviews, with their work fairly recognized and assessed. They may follow Indigenous protocols, protect sacred knowledge, and address racism, colonialism, sovereignty and discrimination without disadvantage.

- 14.4 Access to information is fundamental to the free pursuit of knowledge. The Parties recognize and agree that subject to the laws of Canada and the Province of British Columbia:
- 14.4.1 the collection, organization, and dissemination of knowledge must proceed fairly without censorship based on moral, religious, commercial, political or other grounds;
- 14.4.2 Members have the right to collect, organize, disseminate and use any information, knowledge and creative works without censorship; and

14.4.3 the development of the University Libraries' collections will proceed without censorship.

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

New 1: In recognition of Members right to privacy under FIPPA, the University agrees that in all cases, any access will be limited in scope, documented, and conducted in accordance with FIPPA.

New 2 (subsection) The University will ensure any campus surveillance systems are required for security, safety, or in accordance with an appropriate legal authority, pursuant to its obligations under the University's Privacy Policy (GV0235) and FIPPA.

New 3 (subsection) The University will notify students about Member's copyright and intellectual property rights and that unauthorized posting, distribution, or wholesale disclosure of class materials to an artificial intelligence platform outside the classroom without a Member's permission is a form of non-academic misconduct.

16. Equity, Diversity and Inclusion

16.1 The University and the Association are committed to ensuring equal opportunities for Members and to ensuring that no systemic discrimination or unnecessary barriers (including discriminatory or hostile environments) to the full participation of Members exist or arise. Together, the Parties are also committed to the recruitment of a diverse workforce and to the identification and removal of discriminatory barriers in all processes related to the selection, hiring, evaluation, compensation, promotion, retention and training of Faculty Members and Librarians in equity deserving groups.

~~16.2 There will be no discrimination, interference, restriction or coercion exercised or practiced regarding any term or condition of employment, including but not limited to:~~

~~16.2.1 salary, rank, appointment, Promotion, Tenure, termination of employment, lay-off, study leave, other leaves or benefits, by reason of age (except as provided in s. 16.3), race, colour, ancestry, place of origin, citizenship, political affiliation or belief, religion or spiritual belief, creed, marital status, family status, physical or mental ability (provided that such condition can be accommodated as required by law), language (except where the lack of language competence would impede the effective carrying out of duties), sex, sexual orientation, gender identity or expression, physical attributes, conviction of a criminal or summary conviction offence that is unrelated to the Member's employment, investigation by the Member's professional association into behaviour unrelated to the Member's employment, place of residence (provided that the place of residence does not impede the carrying out of any part of the Member's assigned duties), membership or participation in the Association, or any other prohibited ground of discrimination that is stipulated in the *British Columbia Human Rights Code*.~~

~~16.3 Notwithstanding the above, s. 16.2 does not apply to:~~

- ~~a) any personnel benefits that have been mutually accepted by the Parties or which make actuarial distinctions on the basis of age; or~~
- ~~b) appointments or accommodations made under an employment equity program including, but not limited to, preferential or limited hires under the *BC Human Rights Code*; or~~

- c) ~~a refusal, limitation, specification or preference by the University based on a bona fide occupational requirement; or~~
- d) ~~a decision which, by law, must be made on the basis of a characteristic listed in s. 16.2.1.~~

17. Discrimination, Harassment and Sexualized Violence

- 17.1 The Association and the University recognize the right of Members to work in an inclusive environment free from discrimination, ~~and~~ harassment, ~~including and~~ sexualized violence, and that it is the duty of the University to provide such an environment. The Parties also recognize the obligation of each Member to not engage in conduct proscribed by the University' *Discrimination and Harassment Policy and Procedures* (GV0205) and *Sexualized Violence Prevention and Response Policy* (GV0245).

NEW 2 The University and Association recognize that Members may be subject to personal or direct targeting arising from their teaching, research, or public scholarship. Such conduct, including public or online attacks that deny, distort, or undermine well-established historical and scholarly evidence, constitutes harassment and may create a poisoned work environment, and shall be addressed by the University promptly in accordance with this Agreement and University policies.

MOVED-1 There will be no discrimination, interference, restriction or coercion exercised or practiced regarding any term or condition of employment, including but not limited to:

MOVED salary, rank, appointment, Promotion, Tenure, termination of employment, lay-off, study leave, other leaves or benefits, by reason of age (except as provided in MOVED-2), race, colour, ancestry, place of origin, citizenship, political affiliation or belief, religion or spiritual belief, creed, marital status, family status, physical or mental ability (provided that such condition can be accommodated as required by law), language (except where the lack of language competence would impede the effective carrying out of duties), sex, sexual orientation, gender identity or expression, physical attributes, conviction of a criminal or summary conviction offence that is unrelated to the Member's employment, investigation by the Member's professional association into behaviour unrelated to the Member's employment, place of residence (provided that the place of residence does not impede the carrying out of any part of the Member's assigned duties), membership or participation in the Association, or any other prohibited ground of discrimination that is stipulated in the *British Columbia Human Rights Code*.

MOVED-2 Notwithstanding the above, MOVED-1 does not apply to:

- a) any personnel benefits that have been mutually accepted by the Parties or which make actuarial distinctions on the basis of age; or
- b) appointments or accommodations made under an employment equity program including, but not limited to, preferential or limited hires under the *BC Human Rights Code*; or
- c) a refusal, limitation, specification or preference by the University based on a bona fide occupational requirement; or

d) a decision which, by law, must be made on the basis of a characteristic listed in s. XX.XX.

- 17.2 The University's *Discrimination and Harassment Policy and Procedures* (GV0205) and *Sexualized Violence Prevention and Response Policy* (GV0245) apply to and are accessible to all Members. Nothing in these policies bars Members from claiming their rights available at law.
- 17.3 All Members may access the support and advice or informal or formal complaint processes offered by the office of Equity and Human Rights.
- 17.3.1 The office of Equity and Human Rights will inform a Member that Association representation is available to assist them.
- 17.3.2 Where a Member chooses to submit a formal complaint under one of these policies, the office of Equity and Human Rights will notify the Association of the complaint in confidence.
- 17.3.3 Where a Member is a respondent to a complaint under these policies or under another collective agreement beyond the informal stage, the Association will be advised in confidence of the existence of a complaint affecting the respondent, and the respondent will be referred to the Association for representation throughout any proceedings.
- 17.3.4 Nothing precludes the Association's right to file a grievance based on any outcomes that result from the procedures outlined in this Article.

20. Appointments

Appointment Classification

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

Limited-Term Faculty Appointments

- 20.5 Because it is in their mutual interest, the Parties agree that appointments at the ranks of Assistant Professor, Associate Professor, Professor, Assistant Teaching Professor, Associate Teaching Professor and Teaching Professor normally will be made with Tenure or with eligibility for Tenure. Nevertheless, the Parties recognize that occasionally it will be in the interest of the University to appoint a person at one of these ranks where a person's skill or experience are required only for a limited period of time.
- 20.6 A Limited-Term appointment may be made under this Agreement at the rank of Assistant Professor, Associate Professor, Professor, Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor:

- a) **Limited-Term appointments may be made** for a term exceeding one year, but not exceeding **five seven** years **in total, including any reappointments made under s.27.10;**
 - ~~a)~~b) to replace a person who is on leave or who has been appointed to an administrative appointment at the University;
 - c) when the funds from which the holder of the appointment will be paid are non-recurring and from sources external to the University.
- 20.7 Only Limited-Term appointments exceeding one year in duration initially or through renewal, are subject to this Agreement.
- 20.8 A Limited-Term faculty appointment is without Tenure or eligibility for Tenure.
- 20.9 At the request of the Association, the University will provide a report to the Association with regard to the Limited-Term faculty appointments exceeding one year of duration made in the Academic Year preceding the date of the request. The report will include:
- a) the term of each appointment;
 - b) the rank and FTE of each appointment; and
 - c) the Academic Unit(s) in which each appointment was made.
- 20.10 Where a Limited Term appointment is externally funded, the provisions of s. 20.20 ~~and~~ s. 20.21 **and 20.22** of this Article apply.

Librarian

- 20.11 An appointment as a Librarian is either a Regular Librarian Appointment, Limited-Term Librarian Appointment or an appointment as Hourly Librarian.
- 20.12 A Regular Librarian Appointment is either probationary or confirmed.
- 20.12.1 Initially, a Regular Librarian Appointment normally has probationary status that continues for the period specified in the notice of appointment. A probationary Regular Librarian appointment does not guarantee continuation of employment; however, successful completion of a probationary period will result in a confirmed Regular Librarian Appointment.
- 20.12.2 A confirmed Regular Librarian Appointment will carry the expectation of continuation of employment until retirement.
- 20.13 A Limited-Term Librarian appointment is for a fixed term exceeding one year, but not exceeding three years, with one or more renewals such that the length of the initial appointment and any renewals will not exceed, in the aggregate, five years, at a minimum of 0.8 FTE. A Limited-Term Librarian may only be reappointed in accordance with s. 27.11. There is no right of Reappointment.

- 20.14 An appointment is full-time but Workload may be reduced under Article 13 Standards and Workload. An appointment may be posted and offered on a Reduced Workload basis.
- 20.15 An appointment as an Hourly Librarian is made under the processes listed in Article 22 and are subject to the following terms and conditions:
- a) Such positions shall not exceed 0.8 FTE nor one year in duration;
 - b) Such positions are subject to the reappointment process in s.27.11. There is no right of reappointment;
 - c) Such appointments are without rank and do not allow for promotion under this Agreement.

Joint Appointments

- 20.16 A person may be jointly appointed in two or more Academic Units, regardless of appointment type.
- 20.17 A joint appointment may be made at the time of a person's initial appointment or later. The notice of appointment of a Member holding a joint appointment will specify the allocation of the Member's Academic Responsibilities as between Academic Units, the relevant criteria for assessment, including evaluation ratios and the Unit that has the responsibility for matters relating to Reappointment, Continuing Appointment, Tenure, Promotion and salary adjustments (Home Unit).
- 20.18 The evaluation of a person with Joint Appointment shall be in accordance with s. 25.28

Grant-Tenure

- 20.19 Any Faculty Member appointed with Grant-Tenure or with eligibility for Grant-Tenure will be subject to the same terms and conditions of this Agreement as apply to Faculty Members appointed with Tenure or eligibility for Tenure, except as provided in this Article.
- 20.20 Where the external funds paying the salary of the Faculty Member appointed with Grant-Tenure or with eligibility for Grant-Tenure can no longer fund that portion of the salary obligation to the Faculty Member (more than 50% of the Faculty Member's salary), the Faculty Member's appointment will terminate after the provision of appropriate notice in accordance with s. 20.22 and the University will have no obligation to continue that appointment after that date.
- 20.21 Except as provided in this Article, all provisions relating to the appointment, evaluation, Tenure or Promotion of Tenured Faculty Members or Faculty Members with eligibility for Tenure apply to the appointment, evaluation, Grant-Tenure or Promotion of Grant-Tenured Faculty Members or Faculty Members with eligibility for Grant-Tenure, with the necessary amendments.

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

Faculty-Level Appointments in Departmentalized Faculties

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

Open Competition for Initial Appointments

20.24 There must be an open competition prior to making any of the appointments listed in s. 20.1 – s. 20.7 and s. 20.11 – s. 20.12.

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

~~a) NSERC Industrial Chairs;~~

~~b) Canada Research Chairs;~~

a) ~~other~~ externally funded or endowed positions where an open competition would be inconsistent with the terms of the position;

b) chairs, professorships and fellowships awarded to faculty with existing UVic academic appointments; or

c) Limited Term faculty appointments of one year or less which are extended beyond one year.

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

20.26.xx A waived search must be conducted when a Limited Term faculty appointment of one year or less is extended beyond one year.

20.27 An open competition requires:

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

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

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

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

21. Terms of Initial Appointment

Assistant Professor

- 21.1 An initial appointment at the rank of Assistant Professor is made without Tenure and carries eligibility for Tenure.
- 21.2 An initial appointment at the rank of Assistant Professor is for a term of three years.
- 21.2.1 Where an initial appointment is made on or after September 1, the initial appointment term will be three years starting the July 1 following the appointment date.
- 21.3 Appointment at the rank of Assistant Professor normally requires:
- a) Credentials meeting one of the following criteria:
 - i) an earned doctoral degree or the standard academic credential for the discipline; or
 - ii) a relevant academic credential with evidence of substantial relevant professional achievement in the discipline which is deemed in the Unit Standard to be equivalent; or
 - iii) a relevant academic credential with evidence of substantial relevant experience in the discipline which is deemed in the Unit Standard to be equivalent. In determining equivalency of Indigenous knowledge, the VP Indigenous will be consulted by the Associate Dean Indigenous who will assist and/or support in identifying Indigenous experts with relevant expertise to assess equivalency in specific cases;
 - b) evidence of a potential for effective teaching; and
 - c) evidence of a potential for Research within the candidate's discipline that meets the requirements of the Unit Standard for this rank.

Associate Professor

- 21.4 An initial appointment at the rank of Associate Professor may be made with Tenure or with eligibility for Tenure.
- 21.5 An initial appointment at the rank of Associate Professor with eligibility for Tenure is for a term of four years.
- 21.5.1 Where an initial appointment is made on or after September 1, the initial appointment term will be four years starting the July 1 following the appointment date.
- 21.6 Appointment at the rank of Associate Professor normally requires the following qualifications:

- a) credentials as noted in s. 21.3 a);
- b) evidence of effective teaching; and
- c) a record of Research within the candidate's discipline that meets the requirements of the Unit Standard for this rank.

Professor

- 21.7 An initial appointment at the rank of Professor may be made with Tenure or with eligibility for Tenure.
- 21.8 An initial appointment at the rank of Professor with eligibility for Tenure is for a term of four years.
- 21.8.1 Where an initial appointment is made on or after September 1, the initial appointment term will be four years starting the July 1 following the appointment date.
- 21.9 Appointment at the rank of Professor normally requires the following qualifications:
- a) credentials as noted in s. 21.3 a);
 - b) evidence of effective teaching; and
 - c) a record of Research within the candidate's discipline that meets the requirements of the Unit Standard at this rank and that has been recognized at a national or international level.

Assistant Teaching Professor

- 21.10 An initial appointment at the rank of Assistant Teaching Professor is made without Tenure and carries eligibility for Tenure.
- 21.11 An initial appointment at the rank of Assistant Teaching Professor is for a term of three years.
- 21.11.1 Where an initial appointment is made on or after September 1, the initial appointment term will be three years starting the July 1 following the appointment date.
- 21.12 Appointment at the rank of Assistant Teaching Professor normally requires:
- a) credentials as noted in s. 21.3 a); and
 - b) substantial teaching experience at a university or college; and
 - c) Evidence of a potential for Scholarly Activity within the candidate's discipline or in the field of the scholarship of teaching and learning.

Associate Teaching Professor

21.13 Appointment at the rank of Associate Teaching Professor may be made with Tenure or with eligibility for Tenure.

21.14 An initial appointment at the rank of Associate Teaching Professor with eligibility for Tenure is for a term of four years.

21.14.1 Where an initial appointment is made on or after September 1, the initial appointment term will be four years starting the July 1 following the appointment date.

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

- a) —credentials as noted in s. 21.3 a); and
- b) —at least six years teaching at a university or college, in a full-time equivalent role or reasonably comparable experience; and
- c) a record of Scholarly Activity within the candidate's discipline, or within the field of the scholarship of teaching and learning, that meets the requirements of the Unit Standard or Faculty Evaluation Policy for this rank.

Teaching Professor

21.16 Appointment at the rank of Teaching Professor may be made with Tenure or with eligibility for Tenure.

21.17 An initial appointment at the rank of Teaching Professor with eligibility for Tenure is for a term of four years.

21.17.1 Where an initial appointment is made on or after September 1, the initial appointment term will be four years starting the July 1 following the appointment date.

21.18 Appointment at the rank of Teaching Professor normally requires:

- a) credentials as noted in s. 21.3 a);
- b) a record of outstanding achievement in teaching; and
- c) a record of Scholarly Activity within the candidate's discipline or within the field of the scholarship of teaching and learning that meets the requirements of the Unit Standard or Faculty Evaluation Policy for this rank and that has attained national or international recognition.

Lecturer

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

- 21.20 An appointment at the rank of Lecturer is without Tenure or Continuing Appointment.
- 21.21 An appointment as Lecturer is for a term of two years and carries no expectation or right of Reappointment.
- 21.21.1 Where an initial appointment is made on or after September 1, the initial appointment term will be two years starting the July 1 following the appointment date.
- 21.22 The Faculty Member's rank will be revised to be an Assistant Professor or Assistant Teaching Professor where, prior to the expiration of the Faculty Member's appointment as a Lecturer:
- a) the Faculty Member obtains the academic credential specified in the Faculty Member's appointment as a Lecturer, and
 - b) the Faculty Member's teaching has been evaluated by the Chair as meeting or exceeding the standards of the Unit in which the appointment has been made.
- 21.23 Where the prerequisites set out in s. 21.22 are satisfied on or before September 1, an appointment as an Assistant Professor or Assistant Teaching Professor will be made retroactive to the preceding July 1.
- 21.24 Where the prerequisites set out in s. 21.22 are satisfied after September 1, the appointment as an Assistant Professor or Assistant Teaching 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 or Assistant Teaching Professor rank, the Faculty Member's salary will be raised to the floor of the Assistant Professor or Assistant Teaching Professor rank effective on the first day of the month following satisfaction of the prerequisites.
- 21.25 Where a Faculty Member's appointment rank is revised under s. 21.23 or s. 21.24, the length of the person's appointment as a Lecturer will not be included in determining when the person must be considered for Tenure or Continuing Appointment.

Appointments Designated as Clinical

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

Librarian Ranks

- 21.27 A Librarian will be appointed at one of the following ranks:
- a) Librarian I;
 - b) Librarian II;

- c) Librarian III;
 - d) Librarian IV.
- 21.28 Consideration will be given to years of experience in determining rank at the time of initial appointment.
- 21.29 Appointment at the rank of Librarian I requires an undergraduate degree from a university of recognized standing; and
- a) a Master's degree from an accredited school of library science, or
 - b) a relevant professional degree directly applicable to the area of scholarship for which the librarian is responsible, or
 - c) a Master's or higher degree in another discipline with expertise and excellence in professional practice relevant to the position ~~(or the equivalent combination of education and experience in archival science in the case of an Archivist).~~
 - d) **In the case of an Archivist, a Master of Archival Studies, or equivalent Master's degree with archival concentration, or equivalent combination of education and experience in archival science.**
- 21.29.1 In the case of s. 21.29 b) and c), the candidate must show potential for professional growth and development and shall agree to complete a MLS degree from an accredited school of library science before the end of their probationary period.
- 21.30 Appointment at the rank of Librarian II requires:
- a) qualifications of a Librarian I, **including a completed Master's degree from an accredited school of library science MLS, or MAS or equivalent,** as specified in s. 21.29;
 - b) demonstrated professional competence through successful performance of assigned responsibilities; and
 - c) evidence of professional growth and development.
- 21.31 Appointment at the rank of Librarian III requires:
- a) qualifications of a Librarian II; and
 - b) a record of full professional competence and significant achievement in librarianship including evidence of sound independent judgment, creativity and demonstrated ability in an area of library service or library administration.
- 21.32 Appointment at the rank of Librarian IV requires:
- a) qualifications of a Librarian III;
 - b) a record of consistently excellent performance over a substantial period of time;

- c) a record of significant and sustained contribution to a university library or similar institution and to the profession; and
- d) evidence of the ability to perform independently at a senior level of librarianship.

22. Appointment Procedures: Librarians

Consultation

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

Appointments Advisory Committee

- 22.3 The Libraries must, by February 28 of each year, hold an election to select the regular and alternate members of an AAC to serve for staggered two-year terms beginning April 1. The vote must be by secret ballot decided by majority vote of all Librarians with Regular Librarian or Limited-Term appointments voting. Librarians in excluded positions are not eligible to vote. Librarians in excluded positions or those holding Limited-Term Appointments are not eligible to be elected to the AAC.
- 22.4 Four Librarians with confirmed Regular Appointments will comprise the three regular members and one alternate member of the AAC, each selected for staggered two-year terms.
- 22.5 The regular members of the AAC will include the alternate member of the AAC as a full member of the AAC in meetings and discussions up to the point where a particular Search Committee is struck. If one of the regular members of the Search 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 Search Committee, and one of the regular members of the Search Committee cannot

participate in the search process, an election will be held to appoint an additional Librarian with confirmed Regular Appointment to the Search Committee for the duration of that search. In no case may a member of the AAC be replaced during the process of any particular search.

- 22.6 All committee members must have received University designated mandatory training in effective employment equity practices and current institutional expectations with respect to equity, diversity, inclusion, anti-racism, Indigenization and decolonization prior to the commencement of the AAC and Search Committee's work.
- 22.7 The regular members of the AAC will select from their number an Administrative Chair for the committee. The Administrative Chair will act as the primary liaison with the University Librarian in carrying out the AAC's responsibilities under this Article, and have primary responsibility for ensuring procedures of the AAC and the Collective Agreement are properly adhered to. Should the Administrative Chair not be available for a period of time, the Administrative Chair shall select one of the other two regular members to assume the role as interim Administrative Chair.

Search Committee

- 22.8 When a decision has been made to fill any vacant or new position with a Regular Librarian, Limited-Term appointment, or an Hourly Librarian, the Search Committee will be comprised of the Librarian (or Librarians) who will supervise the position and the three regular AAC members. If the candidate is to report directly to the University Librarian, the University Librarian will be added to the Search Committee. If the supervising Librarian is already one of the regular members of the AAC for the year, the alternate member of the AAC will become a serving member of the Search Committee for the duration of that search.
- 22.9 Before the search process commences, the members of the Search Committee will meet to determine whether the membership of the Search Committee should be increased. The Search Committee may decide to add members for any of the following reasons:
- a) to provide expertise in the area of responsibility of the vacant or new position if current members of the committee do not have expertise in that area;
 - b) to add a Librarian from within the same unit who would work closely with the candidate;
 - c) to add a member of CUPE 951 or a member of the Professional Employees Association who would work closely with the candidate;

- d) to add a Faculty Member from a discipline relevant to the position.

NEW 2 When a Unit is approved for a limited or preferential hire that may include an Indigenous candidate under 20.29 the Associate University Librarian Reconciliation shall co-chair the Search Committee where an Indigenous candidate is being interviewed and shall provide advice to the committee.

22.10 Normally, where the position to be filled is a Limited-Term Librarian or Hourly Librarian position, the Search Committee will not increase the number of committee members beyond the membership in s. 22.8.

22.11 The supervising Librarian(s) will chair the Search Committee for all purposes connected with the search. If the supervising Librarian or the University Librarian is unable to serve as the chair, the Search Committee will select another member of the Search Committee as its chair for the search process. The chair will have primary responsibility for ensuring the procedures of the Agreement are followed in regard to the search process.

Guidelines

22.12 The AAC and the University Librarian will review the guidelines for consultation as needed with regard to s. 13.35 – s. 13.43 and s. 22.1. These guidelines will be ratified by a majority vote of all Librarian Members voting and any changes thereto will only be made with the mutual agreement of the University Librarian and a majority vote of all Librarian Members voting.

Advertising Positions to be Filled

22.13 Advertising for a Librarian position will include publicizing the availability of a position, in accordance with s.20.27 and 20.28, on the University website, appropriate listservs and external websites.

22.14 Where duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of at least one year, but do not comprise a new position, as provided in s. 13.39, advertising is not required.

Search Committee Procedures

22.15 The University Librarian will forward all applications received to the chair of the Search Committee.

22.16 The Search Committee will evaluate all the documentation provided by applicants, with specific regard to the position description and the criteria in s. 21.29 – s. 21.32, and will in accordance with its evaluation, establish a short list of candidates to be interviewed.

- 22.17 The short list must be approved by the University Librarian.
- 22.18 The Search Committee will determine its preferred candidate by secret ballot and a majority vote. Only members of the committee who have been present at all deliberations of the committee concerning the candidates for the position and at all interviews with the candidates for the position are eligible to vote.
- 22.19 In the case of a Regular Librarian Appointment, the chair of the Search Committee will request the Advisory Committee on Ranks and Promotions (ACRP) to provide written advice on the rank to be recommended for the Search Committee preferred candidate. The recommendation of the ACRP will be forwarded by the chair of the Search Committee to the University Librarian with the Search Committee recommendation.
- 22.20 In the case of a Regular Librarian Appointment, any recommendation by the Search Committee to waive a probationary period will be decided by majority vote.
- 22.21 The Search Committee 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, will include the rank advised by the ACRP and, in the case of a Regular Librarian Appointment, a proposal regarding probationary status in accordance with s. 23.2.1 and s. 23.2.2.
- 22.22 All discussions by members of the AAC, the Search Committee and 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 committee recommendations, except as otherwise provided in this Agreement, or as required by law.

The University Librarian

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

23. Probationary Status: Librarians

- 23.1 A Regular Librarian Appointment will have probationary status for the first two years unless the probationary period is waived.
- 23.2 Notwithstanding s. 23.1, the Appointments Advisory Committee may recommend to the University Librarian that the probationary period be varied as follows:
- 23.2.1 the probationary period be extended to three years where the candidate agrees to complete a MLS under s. 21.29.1;
- 23.2.2 the probationary period be waived where:
- a) the candidate has held Limited-Term appointments in the Libraries performing duties similar to those of the position being filled during at least three of the last five years, including the year immediately prior to the initial Regular Librarian Appointment; or
 - b) the Appointments Advisory Committee determines that the candidate, at a minimum, has exceeded the qualifications for appointment in Librarian ranks (s. 21.29 – s. 21.32, depending on the rank of the appointment) and has had a consistently outstanding record of performance as a Librarian for more than ten years.
- 23.3 Subject to s. 21.29, successful completion of a period of probationary status will result in a recommendation to remove probationary status and to grant a confirmed Regular Librarian Appointment.
- 23.4 Failure to receive a recommendation to remove probationary status as described in this Article will result in a notice of intent to terminate employment.
- 23.5 The evaluation of a Librarian on probation will be based on the Librarian's Professional Performance under s. 25.23 a) i).
- 23.6 Evaluation of a Librarian on probation will be mandatory at twelve (12) months following their initial appointment date and every six (6) months thereafter until granted a confirmed Regular Librarian appointment.
- 23.7 The University Librarian will notify the Librarians on probation and their respective supervising Librarians when evaluations are required.
- 23.8 Evaluations will be made by the Librarian's supervising Librarian, who will send to all Librarians a written request for comments relating to the Professional Performance of the Librarian being evaluated. Following discussion with the Librarian being evaluated, the supervising Librarian may request written comments from any employees or external collaborators who directly work with the Librarian under evaluation. The request will state that the comments must be received in writing and

that the comments will be included in the Official Performance File of the Librarian being evaluated. If the writer expressly states that the comment has been given in confidence, the comment will be treated as a confidential letter of reference in accordance with s. 18.11. After the evaluation is completed, the comments will be treated as letters of reference in accordance with s. 18.7.

23.9 The supervising Librarian will inform the Librarian being evaluated of the Librarian's right to request assessments from Librarians or Faculty Members, or, in the case of a Librarian from any Equity-deserving group(s), any employees or external collaborators from the appropriate Equity-deserving group(s), of the Librarian's choice and to have those assessments included in the Official Performance File in accordance with the provisions of s. 18.1.

23.10 The supervising Librarian and the Librarian on probation will meet to discuss all aspects of the30.30

23.11 Librarian's Professional Performance. The supervising Librarian will provide the Librarian being evaluated with copies of the comments received in accordance with s. 23.8 and s. 23.9, or with a summary thereof where authorized by s. 23.8. Where appropriate, the supervising Librarian will advise the Librarian of ways in which performance can be improved.

NEW Subsection: An Indigenous candidate may attend with an Indigenous academic colleague, Elder, Knowledge Keeper/Holder or community member to support and a representative of the Faculty Association.

NEW A candidate from an Equity-deserving group may be accompanied by a Member or community member chosen by the candidate, and a representative of the Faculty Association. Only the Candidates and the Faculty Association representatives have the right to speak before the Committee on the behalf of a candidate from an Equity-deserving group. Any accompanying Member or community member may attend in a support role and provide support through their presence; however, they shall not participate directly in the proceedings before the Committee. All participants are expected to uphold the confidential nature of the process and shall not disclose the content of any proceedings, submissions or deliberations which they attend.

23.12 Following the meeting with the Librarian on probation, the supervising Librarian will prepare a written evaluation based on: the discussion at the meeting; the comments received pursuant to s. 23.8 and s. 23.9; and other documentation in the Official Performance File of the Librarian on probation. The evaluation will be sent to the University Librarian and to the Librarian being evaluated. The evaluation will state clearly whether or not the candidate is meeting the criteria for a confirmed Regular Librarian Appointment and will include any specific advice with regard to improving the Librarian's performance that was offered by the supervising Librarian at the meeting.

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

Supervisor's Recommendations

23.13 If any evaluation required under s. 23.6 does not meet the criteria for confirmed Regular Librarian Appointment, another evaluation will be done three months later. If the second, consecutive evaluation also does not meet the criteria for confirmed Regular Librarian Appointment, 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 extend the probationary period or issue a notice of intent to terminate employment under s. 23.23 or s. 23.24. The supervisor will provide a copy of the recommendation to the Librarian being evaluated.

23.14 If the final two consecutive evaluations indicate the candidate is meeting criteria for confirmed Regular Librarian Appointment, the supervising Librarian will forward a recommendation, with reasons, to the ACRP to remove the probationary status of the Librarian being evaluated. The supervising Librarian will provide a copy of the recommendation to the Librarian being evaluated.

Advisory Committee on Ranks and Promotions

23.15 Where the ACRP receives a recommendation pursuant to s. 23.13 or s. 23.14, it will review the supervising Librarian's recommendation, the comments received pursuant to s. 23.8 and s. 23.9 and the Official Performance File of the Librarian on probation.

23.16 The ACRP will advise the University Librarian as to whether the supervising Librarian's recommendation constitutes a sound and unbiased evaluation of the Librarian on probation. It will confirm the supervising Librarian's recommendation unless it finds that the supervising Librarian made a serious error in procedure that materially affected the recommendation, or that a Reasonable Apprehension of Bias exists with respect to the recommendation, or that the recommendation was clearly unreasonable in light of the facts and the relevant criteria being applied.

23.17 The decision of the ACRP will be made by secret ballot and on a majority vote.

23.18 The decision of the ACRP whether or not to concur with a supervising Librarian's decision regarding the removal of probationary status will be forwarded to the University Librarian. Where the decision does not confirm the supervising Librarian's

recommendations, the ACRP must include its reasons and may include a minority report. The decision will be in writing and a copy will be provided to the Librarian on probation.

University Librarian

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

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

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

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

23.21 If the University Librarian does not accept a recommendation **to remove probationary status**, the University Librarian will meet with the supervising Librarian and the ACRP to discuss the disagreement **and will notify the Librarian Member that this process is underway within ten (10) working days of not accepting the recommendation:**

23.21.1 If this procedure results in agreement, the University Librarian and the supervising Librarian will forward a joint recommendation to the **Office of Faculty Relations and Academic Administration** ~~Vice-President Academic and Provost~~; but

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

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

23.22 If the University Librarian accepts a recommendation not to remove probationary status, the University Librarian will forward the recommendation to the Office of Faculty Relations and Academic Administration ~~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.

NEW The candidate may submit a written response to the University Librarian's recommendation/dissenting opinion to the Office of Faculty Relations and Academic Administration no later than ten Working days after receipt of the University Librarian's recommendation.

New heading: Vice-President Academic and Provost's Consideration, University Academic Appointments Committee and Vice-President Academic and Provost's Decision

NEW. The Office of Faculty Relations and Academic Administration will forward all relevant documents from 23.21 and 23.22 to the Vice-President Academic and Provost office. The process regarding the removal of probationary status will then be conducted in accordance with the Article governing the UAAC process.

Notice of Intent to Terminate

23.23 Subject to a grievance under s. ~~33.62 47.21 – s. 47.24~~, notice of intent to terminate the employment of a Librarian on probation prior to the expiry of the probationary period under s. 23.13 will be given in writing by the University to the Librarian no less than two months prior to the proposed date of termination.

23.24 Subject to a grievance under s. ~~33.62 47.21 – s. 47.24~~, notice of intent to terminate the employment of a Librarian at the end of a probationary period will be given in writing by the University to the Librarian no less than two months prior to the expiry of the probationary period. Failure to provide the specified notice will entitle the Librarian to an extension of the appointment for two months or, at the option of the University, to the equivalent salary.

23.25 A decision not to remove probationary status made in accordance with s. 23.23 or s. 23.24 is not regarded as discipline or dismissal.

24. Transfer and Conversion of Appointments

Transfer between Units

- 24.1 A Member's appointment may be transferred to a Unit or Units (receiving Unit(s)) within the University other than the Unit or Units to which they were originally appointed (transferring Unit(s)), subject to s. 24.4.
- 24.1.1 A transfer of appointment may be ~~proposed~~ requested by the Member holding the appointment (or the Faculty Association on their behalf) or by Administration.
- 24.1.2 A Faculty Member whose appointment is transferred from one Academic Unit to another, or a Librarian whose appointment is transferred from one Library Unit to another, in accordance with s. 24.1 will retain their rank, annual salary, benefits, accrued study leave credit, and seniority.
- 24.1.3 A Librarian whose appointment is transferred into an Academic Unit as a Faculty Member, or a Faculty Member whose appointment is transferred into a Library Unit in accordance with s. 24.1 will retain annual salary, benefits, accrued study leave credit and seniority. Rank shall be assessed in accordance with Article 21 *Terms of Initial Appointment*.

Conversion Between Streams

- 24.2 A Faculty Member's appointment may be converted to an appointment in a Stream other than the Stream their appointment is currently held in, subject to s. 24.4.
- 24.2.1 A conversion of appointment may be ~~proposed~~ requested by a Member (or the Faculty Association on their behalf) or by Administration.
- 24.2.2 A Faculty Member whose appointment is converted in accordance with s. 24.2 will retain annual salary, benefits, accrued study leave credit, and seniority. Rank shall be assessed in accordance with Article 21 Terms of Initial Appointment.

General

- 24.3 Approval of a transfer under s. 24.1 or a conversion under s. 24.2 shall be subject to the same considerations as the establishment of a new appointment including, but not limited to, budget availability, programmatic requirements, and the qualifications of the candidate.
- 24.4 A transfer under s. 24.1 or a conversion under s. 24.2 shall only occur with:
- a) the written consent of the Member;
 - b) a recommendation for the transfer or conversion of appointment by the Dean(s)/University Librarian of the involved Units;

- c) the approval of the transfer or conversion by the Vice-President Academic and Provost;
 - d) a recommendation for the approval of the transfer by the Unit(s) involved, made in accordance with the process for making appointments in the Unit; and
 - e) a memorandum of understanding providing for agreement on the following, signed by the Member and the Deans of the Units involved.÷
 - i) the start date of the transfer or conversion;
 - ii) the normal teaching workload expectations and graduate student supervision expectations for the new appointment;
 - iii) arrangements for the Member's graduate students, including whether they will transfer to the receiving Unit, and the extent to which the Member may continue to supervise incoming graduate students in either or both Units;
 - iv) arrangements for the transition of teaching responsibilities including the disposition of any teaching related course releases, banked course arrangements, Alternative Workload or Reduced Workload arrangements held by the Member in the transferring Unit;
 - v) if applicable, the dates by which the Member will vacate old office space and occupy new office space; and
 - vi) the transfer of years accumulated towards Study or Administrative Leave.
- 24.5 The receiving Unit shall be responsible for salary evaluation and shall consult with the Member's transferring Unit in relation to any period of evaluation in the transferring Unit.
- 24.6 The reason the Member is seeking a transfer or conversion may only be disclosed with the Member's consent.
- 24.7 A Member may have a Faculty Association representative attend any discussions with the Dean, Faculty Relations or Chair regarding a ~~pertaining to~~ transfer and/or conversion.

25. Evaluation of Members

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

Faculty Evaluation Policies

- 25.3 Every Faculty Evaluation Policy (FEP) must be reviewed by each Department and by the Faculty, (as applicable) within ~~four (4)~~ **six (6)** months after a new Agreement is ratified. Any amendments consequent upon that review must be developed in consultation between the Dean and the Unit. Faculty Evaluation Policies must be ratified by electronic vote by 60% of votes cast by those holding Regular Academic Appointments in the Faculty, as well as approved by the Dean and the Vice-President Academic and Provost.
- 25.4 Every FEP must include the following preamble: Minor administrative exceptions to the requirements of the FEP may be made on consent of the affected faculty member and their Dean, provided there is no breach of this Agreement. Exceptions that go beyond minor administrative matters must be waived on consent of the Provost (or designate) and the President of the Faculty Association (or designate). Affected Faculty Members have the right to consult with the Faculty Association before providing their consent.
- 25.5 Each Faculty must have a **FEP** for the evaluation of the work of Members in the Faculty. The FEP and any amendment thereto must be consistent with this Agreement and will be submitted to the Members of the Faculty, the Dean and the Vice-President Academic and Provost for approval. The FEP shall include:
- a) a description of any Faculty-wide evaluation criteria;
 - b) guiding principles to be applied in the assessment and evaluation of Faculty Members' work, including guidance to support equitable evaluation of diverse methodologies and pedagogies, decolonization and Indigenization;
 - c) ~~a process for the review of the course materials of a Faculty Member by a Unit pedagogy committee, in accordance with this Article. Such a committee shall consist of no more than three (3) members, whose work will be credited as Service. The work of this committee shall be confidential.~~
 - d) 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, which shall include, but is not limited to, summative peer reviews of teaching, ~~and course reviews;~~

- e) a clear and detailed description of the mechanism by which the Dean will allocate Performance Pay Increments (PPIs) once the Units have provided their ranked lists to the Dean.
- 25.6 The **FEP** must be ~~provided to~~ **posted and made available to, with notification to,** Faculty Members within the Unit within **ten (10) Working Days** of **Vice-President Academic and Provost's Dean's** approval. A new Faculty Member will receive the **link to the FEP** within **their letter of appointment. one (1) week of their appointment start date.**

Evaluation of Teaching Performance

- 25.7 Teaching performance requires the evaluation of all of a Faculty Member's methods and forms of teaching and student supervision including research-enriched, Clinical and community engaged teaching that are described and evaluated in accordance with the FEP and Unit Standard applicable to the Faculty Member.
- 25.8 The evaluation of Teaching performance will be conducted on the basis of a Faculty Member's teaching dossier which shall provide evidence for the consideration of the evaluation criteria in s. 25.9 and shall comply with requirements set out in the FEP. There must be no obligation to include anecdotal or subjective student comments, however where they are included, all such comments from the course must be provided. Evaluation of Teaching performance must consider all materials in the teaching dossier.
- 25.9 Evaluation of Teaching includes, but is not limited to, consideration of evidence related to:
- a) participation in panels, presentations and addresses related to teaching, curriculum development or learning;
 - b) contributions related to the Unit's teaching program in the form of course delivery, graduate and undergraduate student supervisions of research projects, curriculum development, course co-ordination, program assessment or development, and course design;
 - c) Peer Review of Teaching in accordance with s. 25.11 – s. 25.14;
 - d) evidence of professional development **and continuous learning** supporting growth as a teacher, supervisor or scholar of teaching and learning;
 - e) ~~Course review in accordance with s. 25.15;~~
 - f) written comments from Indigenous organizations and community representatives, Indigenous Elders, and or Knowledge Holders/Carriers/Keepers about a Member's Teaching;
 - g) evidence of innovative teaching, including research-enriched, Clinical and/or community-engaged teaching on behalf of the University including, but not limited to: creative and artistic works, productions and performances, web publishing, including the production of archives and blogs, and use of on-line teaching contexts;

- h) teaching awards and grants;
- i) evidence of mentoring to support the development of other faculty in the area of teaching, or as a member of the Unit;
- j) ~~student's experience of the course as indicated by course evaluation surveys;~~
~~substantiated student complaints, and ability to meet reasonable expectations for assignment return and grade submission~~

NEW 0: substantiated student complaints;

NEW 1: ability to meet reasonable expectations for assignment return and grade submission;

- k) curriculum work to support equity, inclusion, Indigenization and decolonization;
- l) evidence related to teaching that supported the imposition of a disciplinary action, in accordance with s. 46.7; **and**
- m) other contributions to the Department's or Faculty's teaching program **and/or** discipline-related organizations and professional association as they relate to teaching;

NEW 0 experience of learning (SEL) survey results, subject to NEW1 and NEW2.

NEW1: In the case of Reappointment, Tenure and Promotion: Teaching dossiers shall include information on student evaluations through SEL:

- a. SEL frequencies are only required for courses with at least five (5) students enrolled, provided they have meaningful response rates (over fifty (50) percent);
- b. Even if conditions in (a) are satisfied, Members may choose to include formative reflections on how the SEL frequencies and/or comments were used to develop and improve their courses and teaching methods. Members can choose to use only frequency results, or both frequency results and comments in their formative reflection.
- c. If conditions in (a) are not satisfied, assessment based on SEL will be primarily limited to how these have been used as a formative tool by a Member as they develop their courses and teaching methods.

NEW2: In the case of Salary evaluations, a reflection on how the SEL frequencies and/or comments were used to develop and improve their courses and/or pedagogy. Members can choose to use only frequency results, or both frequency results and comments in their formative reflection.

25.10 Each Faculty Member with assigned graduate or undergraduate teaching shall undergo peer reviews of Teaching and engage in activities to promote continuous learning and development in the area of Teaching: and course reviews according to the following schedule:

a) For Lecturers, Assistant Professors and Assistant Teaching Professors:

- i) two formative peer reviews: one before and one after reappointment; in the second year of appointment at Lecturer or Assistant or Assistant Teaching rank and within the first two (2) years following first Reappointment, a formative peer review of Teaching;
- ii) ~~in the second year of appointment at Lecturer or Assistant or Assistant Teaching rank and in the second year following first Reappointment, a course review of all assigned courses in that year;~~
- iii) two summative peer reviews: one prior to before the submission of the file for Reappointment and one prior to before submission of the file for Promotion and Tenure; one during the last term taught prior to submission of the file for Reappointment and during the last term taught prior to the submission of the file for Promotion and Tenure, a summative peer review of Teaching;
- iv) ~~for peer reviews under s. 25.10 a) i) and iii), an approved evaluator will have one (1) classroom observation of a course selected by the Chair. Each peer review will be done in a different course, or in different course sections if only one course is taught by the Member;~~
- v) ~~for course reviews under s. 25.10 a) ii), the Unit pedagogy committee will review materials as defined in the Faculty Evaluation Policy, for each assigned course and provide comments to assist the Member in developing best pedagogy and ensuring the University's expectations and standards are met;~~
- vi) all summative peer reviews of Teaching ~~and all course review comments,~~ and any response by the Member, shall be included in the teaching dossier for the purpose of salary evaluation, Reappointment, Promotion and Tenure.

b) For Associate and Associate Teaching Professors:

- i) Two summative Peer Reviews of Teaching conducted within the last two years prior to before the deadline for the submission of the file for Promotion materials and course reviews as required for Promotion applications.
- ii) Where the RPT committee upon Promotion to Associate notes a need for improvement in Teaching, at least one (1) summative peer review of Teaching every two (2) years until the Member is assessed as meeting or exceeding expectations in Teaching during a salary evaluation.
- iii) For Members hired at Associate rank, one (1) summative peer review of Teaching within the first two (2) years after appointment. Where the evaluator

notes the Member needs improvement in Teaching, at least one (1) summative peer review of Teaching every two (2) years until the Member is assessed as meeting or exceeding expectations in Teaching during a salary evaluation.

- iv) For peer reviews under s. ~~25.10 b) i), ii) and iii)~~, an approved evaluator will assess during one classroom visit in a course selected by the Chair.

~~c) For Professors, Teaching Professors and for Associate Professors and Associate Teaching Professors~~

- ~~i) one (1) course review of a regularly assigned course per year.~~

All Faculty Members shall engage in activities to promote continuous learning and professional development in areas broadly related to teaching, community-engagement, and/or Equity, Diversity, Inclusion and Decolonization constituting a minimum of 40 hours over 2 years. Activities satisfying this shall be outlined in the Faculty Evaluation Policy, including participation in University workshops, participation in workshops or conferences about teaching organized by organizations external to the university, self-study, departmental or Faculty activities aimed at improving curriculum and pedagogical approaches, or related to community-engagement or Equity, Diversity, Inclusion and Decolonization, course revision/updating courses, as well as active participation as mentors or mentees in faculty mentorship programs. In addition, participation in research conferences where the research is integrated into the Member's teaching will qualify as well as conferences related to community-engagement, or Equity, Diversity, Inclusion and Decolonization. FEPs can also include other discipline specific activities.

Members shall report this activity in the Teaching Dossier.

Peer Review of Teaching

- 25.11 The Faculty shall develop a peer review process, in consultation with LTSI, which shall be articulated in the Faculty Evaluation Policy. The process shall include a discussion with the Member in advance of the classroom visit, the requisite classroom visit, an evaluation based on an assessment template approved by the Dean, and a report by the evaluator. The department may, in consultation with LTSI, adjust the Faculty peer review process and forms to account for disciplinary difference. The Member shall respond to the evaluation in writing to the Chair to address any areas of concern, and may provide commentary on their views of the assessment.
- 25.12 Evaluators shall be Faculty Members with strong records in Teaching, appointed by the Dean at the Faculty level. ~~Evaluators shall be trained to undertake peer review in a fair and equitable manner.~~ Peer evaluation work shall be counted as Service and may require an Alternative Workload. The Evaluator must be arms-length from the Member being assessed. Members have the right to allege the Evaluator has a Conflict of Interest or Reasonable Apprehension of Bias under the processes in Article 49. Notwithstanding

Article 49, a Dean may elect to replace the Evaluator without making a determination under s. 49.10.

- 25.13 Formative peer reviews of Teaching are arranged by the Chair but are provided only to the Member for development purposes. If the Member chooses to provide a written response to the formative evaluation, such a response would be sent to the Chair. The Member may elect to include formative peer reviews in their teaching dossier but ~~are is~~ not required to do so. Summative peer reviews are provided to the Faculty Member and the Member's Chair and must be included in the teaching dossier for use in the evaluation of Teaching.
- 25.14 Peer reviews and course reviews required for the purposes of Reappointment, Tenure, Promotion, and salary evaluation shall meet the requirements of this Article, commencing July 1, 2025.

Course Review

- ~~25.15 Course review is intended to enable regular review of course materials to ensure program requirements are met, course materials are current, best pedagogy is engaged and support is given in enabling instructor attention to universal design methods, equity principles, decolonization and/or Indigenization, and optimal assessment methodologies. The Unit pedagogy committee shall review materials related to the course being assessed, as required by the FEP, and provide supportive commentary on ways in which the Faculty Member may improve the course content or materials. The Faculty Member shall respond to the evaluation in writing to the Chair to address any areas indicated for improvement, and may provide commentary on their views of the assessment. Course review commentary and response shall be included in the teaching dossier.~~

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

- 25.16 Research, scholarship and creative activity ("Research") ~~means~~ refers to activities that support innovation and the creation of new knowledge, insight and innovation, continuing mastery of one's field of knowledge and the awareness of current scholarship in one's own and closely related fields, and the nature, quality, and extent of one's research, scholarship and creative activity as described in the FEP and Unit Standard as applicable to the Faculty Member.
- 25.16.1 Research includes but is not limited to disciplinary research, discipline-based education research, research on the scholarship of teaching and learning, applied research, creative works, clinical research, and community-engaged research.

25.17 Research will be evaluated, **using a range of quantitative and qualitative measures, in alignment with the San Francisco Declaration of Research Assessment (DORA) and principles of responsible research assessment**, in accordance with the FEP and Unit Standard, in all possible manifestations and may include, but is not limited to, the following:

- a) peer-reviewed publications and scholarly papers, especially insofar as they reveal the quality of Research, including alternate and emerging forms of Scholarship and digital contexts;
- b) other forms of creative achievement in areas that are directly relevant to a Faculty Member's discipline;
- c) awards and fellowships granted by the University and institutions other than the University;

NEW 0 funding attracted for research and creative works

NEW 1 evidence of active research pursuit, which may include applications to external funding bodies where such applications demonstrate the development or extension of a sustained research or creative agenda

NEW 2 Public scholarship (e.g., writing research-informed texts, articles or media pieces for non-academic audiences, and delivering public lectures);

NEW 3 Open scholarship, including data sets, code, articles, chapters, methods, and pre-registration of experimental protocols.

- d) documented activities, outputs and impact, related to community-engaged Scholarship, including the development of long-term relationships with communities;

NEW documented activities related to the scholarship of teaching and learning;

- e) recognition of appointments to professional and scholarly adjudicatory or review boards or councils at federal, provincial and university levels;
- f) recognition by learned and professional societies; **and**
- g) evidence of reputation for scholarship that the Faculty Member establishes among professional colleagues at the University and at other academic and professional institutions; **and**

NEW Evidence of impact on policy and practice developments, including qualitative indicators of these impacts.

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

Evaluation of Scholarly Activity (Teaching Stream)

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

25.19.1 Scholarly Activity includes, but is not limited to:

- a) Research, as described in 25.17;
- b) The use of scholarly methods in development of courses, programs or curricula, and the scholarship of teaching and learning;
- c) The development of Educational Resources (e.g., textbooks, open-access textbooks, and digital learning resources);
- d) Educational technology scholarship (e.g., development of digital tools, simulations and labs, development of online courses informed by SoTL);
- e) Leadership in Scholarship of Teaching and Learning activities (e.g., leading workshops, training sessions, Universal Design for Learning, and scholarly communities of practice); and
- f) Any activity that meets the description in s. 25.19.
- g) ~~Any other activity defined as Scholarly Activity in the FEP and Unit Standard.~~

~~A Member may be assessed as "meeting" or "exceeding" expectations in Scholarly Activity, and can meet Scholarly Activity requirements for Reappointment, Promotion, and Tenure, through any combination of the types of Scholarly Activity described in s. 25.19 and 25.19.1~~

25.20 Scholarly Activity will be evaluated, in accordance with the FEP and Unit Standard, based on any and all possible manifestations consistent with s. 25.19 and s. 25.19.1. Examples of evidence of Scholarly Activity for the purpose of evaluation include, but are not limited to: ~~in all possible manifestations and may include, but is not limited to, the following:~~

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

- b) other forms of creative achievement in areas that are directly relevant to a Faculty Member's discipline;
- c) awards and fellowships granted by the University and by institutions other than the University;
- d) documented activities, outputs and impact, related to all types of Scholarly Activity including, but not limited to, educational leadership and community-engaged scholarship, including the development of long-term relationships with communities;
- e) recognition of appointments to professional and scholarly adjudicatory or review boards or councils at federal, provincial and university levels;
- f) bibliographical work related to the Member's teaching or discipline;
- g) recognition by learned and professional societies; ~~and~~
- h) evidence of reputation for Scholarly Activity that the Faculty Member establishes among professional colleagues at the University and at other academic and professional institutions; ~~and~~

NEW The creation, application, and dissemination of knowledge through traditional and emerging forms. Activities such as curriculum innovation, educational resource development, public scholarship, student research mentorship, educational technology innovation, and community-engaged scholarship are recognized as valid forms of Scholarly Activity, when undertaken using scholarly methods and in accordance with Unit Standards.

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

Evaluation of Service

25.22 Service means contributions to the Department, Faculty, University, one's discipline(s), or the community that are described in the FEP and the Standard for the Unit in which the Faculty Member holds an appointment. Service may include, but is not limited to, the following:

- a) contributions through service to the development of the Faculty Member's Academic Unit or Faculty, including through peer reviews of Teaching;
- b) service in a defined administrative position within the Department or School, Faculty, or a centre or institute;
- c) contributions through service to the University or the Association;

- d) contributions to student life in relation to their academic success with specific recognition of support and mentorship provided to students from marginalized groups;
- e) attainment of extra-University recognition of a Faculty Member's University related activities; and
- f) professional or academic contributions to the Faculty Member's profession or community, including membership on boards or councils devoted to research and professional affairs, and in certain fields the extent to which the Faculty Member's professional services are in demand by academic, professional and community organizations outside the University.

Libraries Evaluation Policy

25.23 The University Libraries must have a Libraries Evaluation Policy (LEP) for the evaluation of Librarians. The LEP shall be reviewed by the Libraries within **six (6)** ~~four (4)~~ months of a new Agreement being ratified. Any amendments consequent upon that review shall be developed in consultation between the University Librarian or designate and Librarian Members. The LEP shall be ratified by electronic vote by 60% of votes cast by the Members in the Libraries, as well as approved by the University Librarian and the Vice-President Academic and Provost. The LEP shall include:

- a) a description of evaluation criteria for each of the following components within Professional Responsibilities:
 - i) Professional Performance, which means the **self-directed and assigned** duties and responsibilities principally including: organizing, managing and facilitating access to library resources; providing reference, consultative, **and academic instructional services**; and providing research services; developing, organizing, and maintaining the Libraries' collections and information systems, including digital initiatives; community-engagement activities; developing and **managing archival collections** ~~maintaining archival-acquisition strategies~~ and archival records management frameworks; contributing to the Libraries' Indigenization, decolonization, and anti-racism initiatives; managing human and financial resources and contributing to library administration; identifying and implementing new initiatives in the libraries; and, where appropriate, incorporating Indigenous methods, practices, pedagogies, experience and/or Indigenous Knowledge systems.
 - ii) Scholarly and Professional Achievement, which may include research (including community-engaged research) in an academic subject, archival studies or librarianship; digital initiatives; the dissemination of the results of such research; completion of advanced degrees and other relevant educational programs; planning, implementing, or participating in workshops or conferences; decolonization initiatives; participation in scholarly, library, or professional associations; or community-university engagement.

- iii) Service, which may include participation in the work of committees of the Libraries, the University, Faculties, and Departments; in the Association; professional or academic contributions to the Member's profession or community; and in other activities that contribute to the quality of the academic life of the University or community-university engagement.
 - b) a clear and detailed description of the assessment techniques to be used in making evaluations;
 - c) a clear and detailed description of the mechanism or process by which the University Librarian will allocate Performance Pay Increments (PPIs) once the Supervising Librarians have advanced their ranked lists to the University Librarian;
 - d) specific provision for the removal of any period of approved leave under this Agreement from the assessment period and the consequent pro-rata reduction of expectations in accordance with s. 25.27.
- 25.24 A Limited-Term Librarian is evaluated for Reappointment on the basis of Professional Performance as stated in s. 27.11. This evaluation takes place at least one (1) month before the end of the Librarian's term. The supervising Librarian, or their delegate, will meet with the Limited-Term Librarian and prepare a written evaluation based on the evaluation criteria in the Libraries' Evaluation Policy and this Agreement.
- 25.25 An Hourly Librarian is evaluated for reappointment on the basis of Professional Performance. At least one (1) month before the end of the Hourly Librarian's term, the supervising Librarian, or their designate, will meet with the Hourly Librarian and prepare a written evaluation of the Hourly Librarian's Professional Performance based on the evaluation criteria in the Libraries' Evaluation Policy and this Agreement.

Expectations with Regard to Assessment

- 25.26 Members should be assessed taking into account their stage of career.
- 25.27 Assessment of performance against evaluation criteria must take into consideration the presence of any Reduced Workload or Alternative Workload arrangement or any approved leave or reduced period of service applicable to a Member during the evaluation period. Such arrangements shall not impact the qualitative expectations for performance, but shall alter the quantitative expectations pro-rata to the Normal Workload expectation. For assessment with respect to Reappointment, Continuing Appointment, Tenure and Promotion where the standard to be achieved is absolute, that standard must be achieved notwithstanding a Reduced or Alternative Workload.
- 25.28 In any assessment of a Faculty Member by the Home Unit, the chair of the relevant evaluation committee shall consult with the Chair of any other Unit in which the appointment is jointly held, or where the Faculty Member has undertaken Academic Responsibilities, for detailed written feedback on the Faculty Member's success in meeting applicable assessment criteria.

Curriculum Vita

- 25.29 Faculty Members shall maintain a curriculum vitae, in a form provided in the FEP, that records their achievements in their Academic Responsibilities. The Faculty Member shall update their curriculum vitae and provide a copy to their Chair and Dean annually, no later than January ~~15~~ 31. The Chair shall maintain a copy of the Member's curriculum vitae for public access.
- 25.30 Librarians shall maintain a curriculum vitae, in a form prescribed in the LEP, that records their achievements in their Professional Responsibilities. The Member shall update their curriculum vitae and provide a copy to the University Librarian annually, no later than January 31. The University Librarian shall maintain a copy of the Member's curriculum vitae for public access.

Teaching Dossier

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

Use of ~~Student Course~~ Experience of Learning Surveys

- 25.32 Subject to 25.9 New 1 and 2 under 25.9 m, evidence of students' experience of a Member's Teaching shall include the generated frequency distribution reports of all **student experience of learning** 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.

NEW SEL comments are confidential to the member, and to Learning and Teaching Innovation (LTI) staff in their SEL administrative roles, until the member determines their further use.

- 25.33 In addition to the data specified in s. 25.32, evidence of students' experience of a Member's Teaching may include complete aggregated statistical results of all **student course experience of learning** questionnaires administered by the Faculty Member in a course during the period of review; however, the Faculty Member is not obliged to submit or include anecdotal or subjective student comments.
- 25.34 When **student course experience of learning** survey results are utilized in evaluation, it shall be on the basis of a frequency distribution and not an average or mean. Committees shall give consideration to factors impacting the validity of the data including, but not limited to, response rate and empirically proven bias.
- 25.35 A Faculty Member may choose to include or not include anecdotal or subjective comments by students or former students in their teaching dossier. Where such

comments are included that have been collected as part of a survey of students in a course, all the comments from that course must be included in the Faculty Member's teaching dossier. **This shall be consistent with NEW 1 and 2 under 25.9m**

Salary Adjustment Evaluation

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

- a) that Research Stream Faculty Members be evaluated on the components listed in s. 25.9, s. 25.17, and s. 25.22;
- b) that Teaching Stream faculty be evaluated on the basis of the components listed in s. 25.9, **s. 25.19**, s. 25.20; and s. 25.22; and
- c) that Librarians be evaluated on the components listed in s. 25.23.

25.37 Subject to s. 25.37.1 and s. 25.37.2, the evaluation ratio shall be the Normal Workload ratio (as stated in Article 13 *Standards, Workload and Assignment Practice*).

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

25.37.2 An alternative evaluation ratio, which is different than the Member's Workload ratio, may be requested by the Member and approved by the Dean or University Librarian. Such a request shall be made at least three (3) months in advance of the commencement of the evaluation process. Such requests will be granted where the alternative evaluation ratio requested reflects alterations in Workload caused by a Study Leave, an Alternative Workload arrangement or by unanticipated fluctuations in a Member's duties during the period since last review.

26. Review of Career Progress

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

Faculty Members with Eligibility for Tenure or Continuing Appointment

- 26.2 By May 15 of each year the Chair will meet with each Faculty Member whose appointment carries eligibility for Tenure or Continuing Appointment to discuss:
- a) the current performance expectations of the Unit with regard to attaining Tenure or Continuing Appointment, as appropriate;
 - b) the Faculty Member's performance during the preceding 12 months and since the Faculty Member's initial appointment in relation to the current performance expectations of the Unit;
 - c) any concerns that the Chair has with regard to the Faculty Member's performance;
 - d) methods or resources that may assist the Faculty Member to enhance their performance; and
 - e) the Faculty Member's activity plan in respect of Academic Responsibilities for the forthcoming year.
- 26.3 After the conclusion of the discussion, the Chair will prepare a written annual evaluation (Annual Review) that summarizes the discussion and provides feedback and guidance to each Faculty Member and that addresses each of the criteria for achieving Tenure or Continuing Appointment, as appropriate.
- 26.4 The written Annual Review, signed by the Chair, will be sent to the Faculty Member by May 31. The Faculty Member will review the letter. Where they agree with the content, they shall sign the letter and return it to the Chair and a copy of the Annual Review with both signatures will be placed in the Faculty Member's Official Performance File **with a copy of the Annual Review forwarded to the Dean.**
- 26.5 Where the Faculty Member disagrees with the content, **the Chair may amend the letter if it concerns a factual inaccuracy. If the Chair does not agree to amend the letter,** the Faculty Member may send a written response to the Chair, who will place the response in the Faculty Member's Official Performance File **with a copy forwarded to the Dean.**
- 26.6 Where a Faculty Member does not sign the letter because they believe that their Annual Review is inaccurate or unfair, the Faculty Member may, within 30 days of receiving the Annual Review, submit a request for a reassessment to the Chair. A request for a reassessment will include:
- a) a copy of the Annual Review;

- b) a written statement that specifies the portions of the Annual Review that are believed to be inaccurate or unfair and describes how those portions are inaccurate or unfair; and
 - c) copies of any documents that will support the Faculty Member's assertions.
- 26.7 Upon receiving the request for a reassessment, the Chair may revise the Annual Review in a manner that removes some or all of the inaccuracies or unfairness identified by the Faculty Member and the revised Annual Review will be substituted in place of the initial Annual Review. A copy of the revised Annual Review will be sent to the Faculty Member **with a copy sent to the Dean.**
- 26.8 Where the Chair declines to revise the Annual Review or the Faculty Member is not satisfied with the revisions, the Faculty Member may request that it be examined by a reviewer. If the Faculty Member and the Chair can agree upon a suitable reviewer, such person will undertake a review. If agreement cannot be reached with regard to who will undertake the review, the Dean of the Faculty (Vice-President Academic and Provost in the case of a non-departmentalized Faculty) will appoint the reviewer. **The reviewer will be a Professor, (or Teaching Professor, in the case of a Teaching Stream Faculty Member), from within the unit. If a Teaching Stream Faculty Member is reviewed and a Unit has no Teaching Professors, the Chair and Member will select one from within or outside the Faculty.** The function of the reviewer is to review the Faculty Member's performance and determine whether the Annual Review contains any inaccuracies or unfair comments that should be corrected.
- 26.9 The reviewer will meet individually with the Faculty Member and the Chair to discuss the content of the Annual Review in relation to the Faculty Member's performance.
- 26.10 Where the reviewer concludes that the initial or revised Annual Review was accurate and fair, the Faculty Member and the Chair will be informed of this conclusion in writing. Where the reviewer concludes that the initial or revised Annual Review was inaccurate or unfair, the reviewer will prepare a written report that identifies any inaccuracies or unfairness. A copy of the reviewer's report will be sent to the Faculty Member and the Chair and a copy of the report will be placed in the Faculty Member's Official Performance File **with a copy sent to the Dean** together with a copy of the initial.

Faculty Members with Tenure or Continuing Appointment

- 26.11 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.

Annual Biennial Evaluation of Librarians

- 26.12 A Librarian and their supervising Librarian will meet **during evaluation years annually** to discuss the Librarian's performance based on the Libraries Evaluation Policy.

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

26.14 A copy of the written evaluation and any response will be placed in the Librarian's Official Performance File **and provided to the University Librarian.**

NEW In January of even-numbered years, the Librarian will update their biennial plan as needed and complete their mid-cycle review with their supervising Librarian.

26.15 Any forms and procedures used in ~~annual~~ **biennial** evaluations will be consistent with the Libraries Evaluation Policy as provided for in s. 25.23 and will be developed and revised by mutual agreement between the University Librarian and the Librarians.

27. Reappointments

Assistant Professor

- 27.1 An Assistant Professor who holds an appointment with eligibility for Tenure is eligible for Reappointment for a term that does not extend beyond the year in which the Faculty Member must formally be considered for Tenure.
- 27.2 An Assistant Professor is evaluated for Reappointment on the basis of:
- a) Teaching effectiveness since being appointed to the University;
 - b) Research and scholarly achievements during their career;
 - XX) Research and scholarly activity since being appointed to the University; and**
 - c) Service since being appointed to the University.
- 27.3 An Assistant Professor under consideration for Reappointment must demonstrate that they have a record of performance that meets or exceeds the expectations for Reappointment in the Faculty Evaluation Policy and their Unit Standard and is making reasonable progress toward meeting the expectations in their Unit Standard with regard to the granting of Tenure and Promotion to Associate Professor rank. Where this is achieved, there is an expectation of Reappointment.

27.3.XX When an application for Reappointment is successful, but the committee has concerns about the record of performance in any area of Academic Responsibility in meeting the Standard for Tenure and Promotion, the committee will identify the opportunity for the member to work with the Chair to identify suitable mentorship. The Member will have the option to accept the mentorship or to refuse. This offer will be made within three (3) months of the committee's referral.

- 27.4 When 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. Alternatively, the Faculty member may request immediate termination with six months' salary, on consent of the Dean.

Assistant Teaching Professor

- 27.5 An Assistant Teaching Professor who holds an appointment with eligibility for Tenure is eligible for Reappointment for a term that does not extend beyond the year in which the Faculty Member must formally be considered for Tenure.
- 27.6 An Assistant Teaching Professor is evaluated for Reappointment on the basis of:
- a) Teaching effectiveness since being appointed to the University;
 - b) Scholarly Activity during their career;
 - XX) Scholarly Activity since being appointed to the University;**
 - c) Service since being appointed to the University.

- 27.7 An Assistant Teaching Professor under consideration for Reappointment must demonstrate that they have a record of performance that meets or exceeds the expectations for Reappointment of an Assistant Teaching Professor in the Faculty Evaluation Policy and their Unit Standard and is making reasonable progress toward meeting the expectations in their Unit Standard with regard to the granting of Tenure and Promotion to Associate Teaching Professor rank. Where this is achieved, there is an expectation of Reappointment.
- 27.8 When an application for Reappointment by an Assistant Teaching Professor is unsuccessful, the Faculty Member will be offered a terminal appointment for one year. Alternatively, the Faculty member may request immediate termination with six months' salary, on consent of the Dean.

Limited-Term Appointment

- 27.9 A person holding a Limited-Term appointment is eligible to be considered for Reappointment; however, there is no right of renewal or Reappointment.
- 27.10 A person holding a Limited-Term appointment may be Reappointed where:
- a) the Reappointment is within the circumstances described in s. 20.6 or s. 20.7;
 - b) in the case of a Limited-Term Faculty Member who will be assigned Teaching responsibilities, the candidate must demonstrate they have a record of performance that meets or exceeds the standard for Teaching effectiveness in their Unit at the Member's rank; and
 - c) in the case of a Limited-Term Faculty Member who will be primarily engaged in Research, the candidate must demonstrate they have a record of performance in Research that meets or exceeds the standard for Research in their Unit at the Member's rank. The requisite funds, resources and physical space must also be available to continue the Research.

Limited-Term and Hourly Librarians

- 27.11 A Librarian appointed for a limited term or on an hourly basis, whose performance consistently meets the expected standard, may be Reappointed for one or more additional limited terms.

28. Tenure and Promotion (Research Stream)

- 28.1 The provisions in this Article apply only to Research Stream Faculty Members.
- 28.2 Only Research Stream Faculty Members whose appointment letter provides that they are appointed with eligibility for Tenure may apply for Tenure.
- ~~28.2.1 A candidate seeking Tenure at time of Reappointment must first be assessed as meeting the criteria for Reappointment before consideration for Tenure can be given.~~
- 28.3 When a Promotion and/or Tenure reconsideration process under Article 33 *Consideration Process for Appointment, Reappointment, Promotion and Tenure* continues past the employment end date of a candidate, the candidate's employment shall be maintained until such time as the reconsideration is completed.
- 28.4 When 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. Alternatively, the Faculty member may request immediate termination with six months' salary, on consent of the Dean.

Deadlines for Consideration and Application for Promotion and Tenure

- 28.5 Subject to Article 31 *Stopping the Clock* and Appendix – *LOU: Collective Agreement Adjustments and Considerations in Response to COVID-19 Impacts*, an Assistant Professor with eligibility for Tenure must be considered for Promotion and Tenure not later than the sixth year in this rank at the University.
- 28.6 Subject to Article 31 *Stopping the Clock* and Appendix – *LOU: Collective Agreement Adjustments and Considerations in Response to COVID-19 Impacts*, an Associate Professor or Professor with eligibility for Tenure will be considered for Tenure not later than the fourth year in this rank at the University.
- 28.7 When the effective date of an initial appointment is after September 1, the period between the effective date of the appointment and the following June 30 is not counted in determining the year when the Faculty Member must be considered for Tenure.
- 28.8 A Faculty Member may apply for Tenure/Tenure and Promotion before the deadline specified in s. 28.5 or s. 28.6.
- 28.8.XX When a candidate applies for Tenure and Promotion at the time of Reappointment, the candidate must first be assessed as meeting the criteria for Reappointment prior to being assessed for Tenure and Promotion. The applicable deadlines will be for Tenure and Promotion.**
- 28.9 When an application for Tenure/Tenure and Promotion under s. 28.8 is denied and the Faculty Member's appointment continues beyond the Academic Year in which the application was denied, the Member may only apply again at the normal deadline.

28.10 When an application under s. 28.8 is denied and the Member's appointment does not continue beyond the Academic Year in which the application was denied, s. 28.4 shall apply.

Associate Professor with Tenure

28.11 An Assistant Professor who is promoted to Associate Professor is granted Tenure.

28.12 To become a Tenured Associate Professor, a Faculty Member must meet the requirements in s. 21.6 and have a record of performance in each of their Academic Responsibilities that meets or exceeds the criteria for Promotion as indicated in the Unit Standards. The record shall show positive performance for a minimum of ~~two~~ **three (3)** years in their current rank while at the University of Victoria, unless an exception is granted by the Dean. The candidate's record shall evidence:

- a) Teaching effectiveness and a continued commitment to excellence in teaching;
- b) Research that has made a substantial contribution to their academic discipline;
- c) Service that furthers the goals of the University and the Faculty Member's academic discipline.

Professor with Tenure

28.13 An untenured Associate Professor who is promoted to Professor is granted Tenure.

28.14 To become a Tenured Professor, a Faculty Member must meet the requirements in s. 21.9, and have a record of performance in each of their Academic Responsibilities that meets or exceeds the criteria for Promotion as indicated in the Unit Standards. The record shall show positive performance for a minimum of ~~two~~ **three (3)** years in their current rank while at the University of Victoria, unless an exception is granted by the Dean. In addition to the requirements in s. 21.9, the record of performance must evidence outstanding achievements, as defined in the Unit Standard, with regard to either:

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

28.15 When an application for Promotion to Professor is denied, the Member may only apply again after two years.

Reduced or Alternative Workload

28.16 A Member with eligibility for Promotion or Tenure whose appointment has been based on a Reduced Workload or an Alternative Workload will be evaluated in accordance with s. 25.27.

Right of Withdrawal

28.17 A Faculty Member may withdraw an application for Promotion and/or Tenure at any time before the Dean makes a recommendation with regard to the application. When an

application is withdrawn, the limitations for reapplication under s. 28.9 and s. 28.15 shall apply.

29. Tenure and Promotion (Teaching Stream)

- 29.1 The provisions in this Article apply only to Teaching Stream Faculty Members.
- 29.2 Subject to the *Letter of Understanding: Conversion to Tenure for Teaching Stream*, only Teaching Stream Faculty Members whose appointment letter provides that they are appointed with eligibility for Tenure may apply for Tenure.
- ~~29.2.1 A candidate seeking Tenure at time of Reappointment must first be assessed as meeting the criteria for Reappointment before consideration for Tenure can be given.~~
- 29.3 When a Promotion and/or Tenure reconsideration process under Article 33 *Consideration Process for Faculty Reappointment, Continuing Appointment, Promotion and Tenure* continues past the employment end date of a candidate, the candidate's employment shall be maintained until such time as the reconsideration is completed.
- 29.4 When 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. Alternatively, the Faculty member may request immediate termination with six months' salary, on consent of the Dean.

Deadlines for Consideration and Application for Promotion and Tenure

- 29.5 Subject to Article 31 *Stopping the Clock* and Appendix – *LOU: Collective Agreement Adjustments and Considerations in Response to COVID-19 Impacts*, an Assistant Teaching Professor with eligibility for Tenure must be considered for Promotion and Tenure not later than the sixth year in this rank at the University, **except for those Members who fall within the extended timelines in the *Letter of Understanding: Conversion to Tenure for Teaching Stream*.**
- 29.6 Subject to Article 31 *Stopping the Clock* and Appendix G – *LOU: Collective Agreement Adjustments and Considerations in Response to COVID-19 Impacts*, an Associate Teaching Professor or Teaching Professor with eligibility for Tenure will be considered for Tenure not later than the fourth year in this rank at the University.
- 29.7 When 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.
- 29.8 A Faculty Member may apply for Tenure/Tenure and Promotion before the deadline specified in s. 29.5 or s. 29.6.

29.8.XX In these cases, the candidate must first be assessed as meeting the criteria for Reappointment prior to being assessed for Tenure and Promotion. The applicable deadlines will be for Tenure and Promotion.

- 29.9 When an application for Tenure/Tenure and Promotion under s. 29.8 is denied and the Faculty Member's appointment continues beyond the Academic Year in which the application was denied, the Member may only apply again at the normal deadline.
- 29.10 When an application under s. 29.8 is denied and the Member's appointment does not continue beyond the Academic Year in which the application was denied, s. 29.4 shall apply.

Associate Teaching Professor with Tenure

- 29.11 An Assistant Teaching Professor who is promoted to Associate Teaching Professor is granted Tenure.
- 29.12 To become a Tenured Associate Teaching Professor, a Faculty Member must meet the requirements in s. 21.15 and have a record of performance in each of their Academic Responsibilities that meets or exceeds the criteria for Promotion as indicated in the Unit Standard. The record shall show positive performance for a minimum of ~~two-three~~ years in their current rank while at the University of Victoria, unless an exception is granted by the Dean. The candidate's record shall evidence:
- a) excellence in Teaching, including initiative in the development or delivery of the academic program of the candidate's Unit as described in s. 25.9;
 - b) Scholarly Activity, as described in s. 25.19, 25.19.1 and 25.20, ~~that contributes to their disciplinary field or Scholarship of Teaching~~; and/or leadership in the improvement of teaching at the Department, Faculty or University level;
 - c) Service that furthers the goals of the University and the Faculty Member's academic discipline.

NEW Specific activities or outputs should be claimed under only one of a), b) or c), though Members may also identify relevant overlap.

Teaching Professor with Tenure

- 29.13 An untenured Associate Teaching Professor who is promoted to Teaching Professor is granted Tenure.
- 29.14 To become a Tenured Teaching Professor, a Faculty Member must meet the requirements under s. 21.18 and have a record of performance in each of their Academic Responsibilities that meets or exceeds the criteria for Promotion as indicated in the Unit Standard. The record shall show positive performance for a minimum of ~~two~~ **three (3)** years while at the University of Victoria, unless an exception is granted by the Dean. The candidate's record shall evidence outstanding achievements, as defined in the Unit Standard, in either:
- a) Teaching; or
 - b) Scholarly Activity, as described in s. 25.19, 25.19.1 and 25.20, ~~that contributes to their disciplinary field or the Scholarship of Teaching~~ that has attained national or

international recognition; and/or substantial leadership in the improvement of teaching in the candidate's Department, Faculty or in the University.

NEW Specific activities or outputs should be claimed under only one of a) or b), though Members may also identify relevant overlap.

29.15 When an application for Promotion to Teaching Professor is denied, the Member may only apply again after two years.

Reduced or Alternative Workload

29.16 A Member with eligibility for Promotion and/or Tenure whose appointment has been based on a Reduced Workload or an Alternative Workload will be evaluated in accordance with s. 25.27.

Right of Withdrawal

29.17 A Faculty Member may withdraw an application for Promotion and/or Tenure at any time before the Dean makes a recommendation with regard to the application. When an application is withdrawn, the limitations for reapplication under s. 29.9 and s. 29.15 shall apply.

30. Promotion: Librarians

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

Standards for Promotion

- 30.7 A Librarian holding the rank of Librarian II who applies for Promotion to Librarian III requires:

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

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

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

Advisory Committee on Ranks and Promotions

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

- a) three (3) Members to be elected by Librarians holding confirmed Regular Librarian Appointments, for staggered three-year terms;
- b) two Librarians, which may include those in Librarian Excluded positions to be appointed by the University Librarian for staggered two-year terms;
- c) where none of the members in a) or b) are Indigenous, at the request of an Indigenous candidate, an Indigenous Librarian Member. Where an Indigenous Librarian Member is not available internally, the candidate shall provide a list of names of Indigenous Librarians external to the University for consideration by the University Librarian, who shall appoint;
- d) anyone appointed under s. 30.20.

30.10 All committee members must have received University designated mandatory training in effective employment equity practices and current institutional expectations with respect to equity, diversity, inclusion, anti-racism, Indigenization and decolonization prior to the commencement of the committee's work.

- 30.11 Librarians in Librarian Excluded positions are not eligible to vote in the election of Librarians to the ACRP or be elected to the ACRP, but may vote as appointees of the University Librarian. In making appointments to the ACRP, the University Librarian will give consideration to the representative nature of the committee with a view to achieving as fair a balance as possible in the representation of service and the administrative levels of the Libraries.
- 30.12 The ACRP will select one of its members to chair its meetings.
- 30.13 A Librarian holding a confirmed Regular Librarian Appointment, elected by all Librarians with Regular Librarian Appointments shall be the Observer. The Observer shall attend the meetings of the ACRP and shall ensure proper procedure, but shall not speak on the suitability of a candidate for Promotion nor vote.
- 30.14 The University Librarian has the right to attend meetings of the ACRP, but in such cases may only speak on matters regarding procedure and not on the suitability of a candidate for Promotion.
- 30.15 In the event that a member of the ACRP has a Conflict of Interest or there is a Reasonable Apprehension of Bias on any matter being considered by the ACRP, that member will withdraw from the ACRP for the course of those deliberations. An elected member will be replaced by another Librarian selected by the ACRP. An appointed member will be replaced by another appointee of the University Librarian.
- 30.16 A Librarian Member who is a candidate for Promotion may, in accordance with s. 30.17, question the composition of a committee on the grounds that:
- a) a committee member has a Conflict of Interest, or the candidate has a reasonable apprehension that the committee member is biased against the candidate; ~~or~~
 - b) ~~the membership of the committee does not include a person who is knowledgeable with regard to the candidate's Professional Responsibilities.~~

NEW 2 the membership of the committee does not include a person who is knowledgeable with regard to either the candidate's Professional Responsibilities and/or has lived experience as a BPOC Member member of an Equity-deserving group(s).

- 30.17 A question under s. 30.16 must be provided to the University Librarian in writing and must be made within ten (10) Working days after the Librarian Member has submitted their application. If a Librarian Member does not raise a question regarding the composition of the committee within the time specified in this section, the University Librarian may refuse to consider the question, and any later decision-maker may refuse to consider the composition of the committee on the grounds that the question was not raised in a timely fashion. Further, the decision may not be grieved on the grounds that a committee member had a Conflict of Interest or there was a Reasonable

Apprehension of Bias, if the question regarding the composition of the committee was not raised within the time specified.

- 30.18 The University Librarian will determine within five (5) Working days of receipt of the question whether the question raised by the Librarian Member under s. 30.16 should result in a change to the composition of the committee after receiving submissions from the candidate, the chair of the committee and, when applicable, any person whose membership on the committee has been questioned. Such persons will have two (2) Working days to respond to the University Librarian's request for submissions. While the University Librarian is considering the matter, the committee will not undertake any discussion of the candidate.
- 30.19 Where the University Librarian agrees that the composition of the committee should be changed for reasons under s. 30.16 a), the University Librarian will direct the committee to replace the Librarian Member.
- 30.20 Where the University Librarian agrees that the composition of the committee needs augmentation for reasons under s. 30.16 b), the University Librarian will, following discussion with the committee chair, direct the chair to appoint a member to the committee who is knowledgeable with regard to the candidate's Professional Responsibilities.
- 30.21 All decisions of the ACRP will be made by secret ballot and will be by vote of the majority. All discussions by members of the ACRP are confidential. Members of the committee must not disclose or discuss the committee proceedings, opinions expressed during the committee proceedings, or the committee's recommendations, except as otherwise provided in this Agreement, or as required by law.

Application for Promotion

- 30.22 By January 7, a Librarian who wishes to apply for Promotion will submit an application to the University Librarian and notify their supervising Librarian that the application has been submitted. A recommendation for Promotion, if approved by the Vice-President Academic and Provost, will take effect on July 1 of the same year. The application will be accompanied by:
- a) a current curriculum vitae;
 - b) a statement from the candidate in support of the application that will be based on the relevant standards for Promotion in s. 30.7 or s. 30.8;
 - c) the names of not less than three referees, one of whom, in the case of an application for Librarian IV, will be from outside the University Libraries; and
 - d) other documentation which the candidate wishes to have considered.

- 30.23 The candidate's supervising Librarian will prepare a written statement of evaluation of the candidate's suitability for Promotion. If the supervising Librarian does not support the application, the statement will contain advice that will assist the Librarian to enhance their suitability for Promotion. The supervising Librarian will provide a copy of the statement to the University Librarian and the candidate by January 15.
- 30.24 If the supervising Librarian's statement does not support the application, the candidate may withdraw an application before it has been referred to the ACRP. Otherwise, the University Librarian will refer the application and supporting documentation, including the supervising Librarian's statement, to the ACRP by February 1.

Advisory Committee Procedure

30.25 The ACRP will consider:

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

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

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

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

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

- 30.29 A candidate may submit a written response to the complete list of documents mentioned in s. 30.27 to the chair of the ACRP not later than five Working days after receiving the list of documents. A candidate may submit a written response to any additional documents mentioned in s. 30.28 to the chair of the ACRP not later than three Working days after receiving a copy of such a document. The chair of the ACRP will provide a copy of any written response from the candidate to each member of the ACRP prior to a meeting at which the documents to which the response relates will be considered.
- 30.30 The ACRP will interview the candidate. An Indigenous candidate may attend with an Indigenous academic colleague, Elder, Knowledge Keeper/Holder or community member to support ~~and/or speak on behalf of~~ the candidate and a representative of the Faculty Association.

NEW A candidate from an Equity-deserving group may be accompanied by a Member or community member chosen by the candidate, and a representative of the Faculty Association. Only the Candidates and the Faculty Association representatives have the right to speak before the Committee on the behalf of a candidate from an Equity-deserving group. Any accompanying Member or community member may attend in a support role and provide support through their presence; however, they shall not participate directly in the proceedings before the Committee. All participants are expected to uphold the confidential nature of the process and shall not disclose the content of any proceedings, submissions or deliberations which they attend.

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.

Recommendation from ACRP

- 30.31 The ACRP will apply the relevant standards for Promotion in s. 30.7 or s. 30.8 and the criteria in s. 25.23 in assessing the application.
- 30.32 Within 5 days after conducting the ballot that determines the ACRP's recommendation, the chair of the ACRP (where appropriate with the assistance of the members of the committee) shall prepare a draft Recommendation Report that reflects the opinion of both the majority and the minority of members of the committee in a balanced way.
- 30.33 The Recommendation Report shall outline the process followed, shall provide a definitive recommendation for, or against, the application, and shall provide a

summary of the committee's assessment on all factors significant to their assessment of the candidate's record in relation to the relevant criteria set out in this Agreement, the Libraries Evaluation Policy and the Standard for Librarians, together with reasons for their recommendation.

- 30.34 Prior to sending the written Recommendation Report to the candidate, the chair will send to each member of the committee a copy of:
- a) the record showing the number of votes in favour of the recommendation and the number of votes against the recommendation; and
 - b) the draft Recommendation Report with an invitation to propose changes to it within one week.
- 30.35 After considering any proposed changes and seeking the committee's agreement on the Recommendation Report the chair will sign the Recommendation Report and send a copy to the candidate and to each member of the committee.
- 30.36 The candidate shall acknowledge receipt of the Recommendation Report by signing a copy of the Recommendation Report and returning it to the chair. The candidate's signature on the Recommendation Report only constitutes an acknowledgement of the receipt of the Report. Where the candidate fails to or refuses to acknowledge receipt, the committee chair may attest to delivery.
- 30.37 The chair of the committee shall send to the University Librarian the ACRP's Recommendation Report signed by the candidate, copies of all the documents and reference to all resources considered by the committee, by April 1.
- 30.38 The candidate may send to the University Librarian a written response to the Recommendation Report no later than ten (10) days after receipt of the Report. Any allegations of Conflict of Interest or Reasonable Apprehension of Bias in relation to the committee must be raised in accordance with s. 30.16 – s. 30.20.
- 30.39 If the University Librarian finds that there have been procedural irregularities on the part of the ACRP, or that the recommendation is not consistent with the evidence presented, the University Librarian shall refer the recommendation back to the committee for reconsideration.
- 30.40 Where the file has been referred back to the committee under s. 30.39, all subsequent timelines in this Article will be extended by twenty (20) Working days.

University Librarian

- 30.41 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 Office of Faculty Relations and Academic**

~~Administration President Vice-President Academic and Provost~~, together with the recommendation of the ACRP, by April 15.

- 30.42 The University Librarian must consider the information specified in s. 30.19 – s. 30.39 for each application for Promotion and make their own recommendation to the Vice-President Academic and Provost. The University Librarian will give detailed reasons for their recommendation and, if the University Librarian disagrees with the ACRP's recommendation, must address the reasons for that disagreement.
- 30.43 Should the University Librarian require clarification from the ACRP ~~Committee~~, the University Librarian shall write to the committee with specific questions and provide a copy to the candidate. The committee shall respond in writing to the University Librarian's request within five (5) Working days and shall provide a copy of that response to the candidate.
- 30.44 ~~The committee shall respond in writing to the University Librarian's request within five (5) Working days and shall provide a copy of that response to the candidate.~~ The University Librarian shall provide a copy of the University Librarian's recommendation to the candidate by no later than April 15.
- 30.45 The University Librarian shall transmit both their own recommendation and the ACRP's Recommendation Report, together with all materials considered in those assessments to the Office of Faculty Relations and Academic Administration, by April 15.
- 30.46 The candidate may submit a written response to the University Librarian's recommendation to the Office of Faculty Relations and Academic Administration no later than ten (10) Working days after receipt of the University Librarian's recommendation.

NEW heading Vice-President's Academic and Provost's Consideration, University Academic Appointments Committee and Vice-President Academic and Provost's Decision

- 30.47 The Office of Faculty Relations and Academic Administration will forward all relevant documents from 30.19-30.39 and 30.41-30.46 to the Vice President Academic and Provost. Where the Vice-President Academic and Provost receives a recommendation from the University Librarian, the candidate and the University Librarian will be notified by May 15 of the Vice-President Academic and Provost's decision. If the Provost is considering a negative decision on the file, they must refer the file to the UAAC, in accordance with the Article governing the UAAC process

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

31. Stopping the Clock

- 31.1 The date by which a Faculty Member must be considered for Reappointment, Continuing Appointment or Tenure, or a Librarian for a confirmed Regular Librarian Appointment, is automatically deferred for ~~by~~ 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 an eligible leave ~~Maternity, Parental or Adoption Leave, Special Leave, Sick Leave or Long-Term Disability Leave (LTD)~~ or any combination of eligible leaves thereof for 15 weeks or more. If the total number of weeks for which the Member has been granted an eligible leave or combination of eligible leaves ~~Maternity, Parental or Adoption Leave, Special Leave, Sick Leave or Long-Term Disability Leave or any combination thereof~~ exceeds 52 weeks then the total deferral will be: two years for ~~more than 53 and up to~~ 104 weeks; three years for ~~more than 105 and up to~~ 156 weeks; and four years for ~~more than 157 weeks~~ or more.

31.1 XX Leaves that are eligible to stop the clock are: Maternity, Parental, Surrogacy, and/or Adoption Leave, Special Leave, Sick Leave, Long Term Disability, or other Employment Standards Act leaves, and/or Graduated Return to Work.

- 31.2 Where a Member's Academic or Professional Responsibilities have been adversely affected to a significant degree by illness, injury, disability, family responsibilities or personal circumstances:
- 31.2.1 the Faculty Member may apply in writing to the Dean of the Faculty to defer consideration for Reappointment, Continuing Appointment or Tenure; and
 - 31.2.2 the Librarian on probationary status may apply in writing to the University Librarian to defer consideration for a confirmed Regular Appointment.
- 31.3 The Vice-President Academic and Provost, in consultation with the Dean (in the case of a Faculty Member) or the University Librarian (in the case of a Librarian) may grant a deferral for a specified period.
- 31.4 Periods of unpaid leave and Study Leave count as regular service in determining the time when a Member must be considered for Reappointment or Tenure.

31.XX Faculty members may apply in writing to the Dean of the Faculty to defer consideration for Reappointment or Tenure if they have been approved for a period of unpaid leave. Requests will be considered on a case-by-case basis.

31.XX Librarians may apply in writing to the University Librarian to defer consideration for confirmed Regular Librarian Appointment if they have been approved for a period of unpaid leave. Requests will be considered on a case-by-case basis.

32. Committees for Appointments, Reappointments, Promotion, Tenure, and Continuing Appointments

ARPT Committee Structures

- 32.1 Each Department or non-departmentalized Faculty must have a policy outlining structures and processes for making the Unit's recommendations on Appointments, Reappointments, Promotions and Tenure. A Unit may choose a different structure for each. The policy or any changes to it must be ratified by the Members in the Unit.
- 32.2 A Unit's committees must be structured in accordance with the following rules:
- a) except where the committee is considering joint appointments, Faculty Members holding Regular Academic Appointments who are elected from and by the Unit must form the majority of the voting members of the committee;
 - b) except where the committee is considering joint appointments or has added voting members to the committee in compliance with s. 32.2.1, the committee shall **normally** comprise of no fewer than three (3) voting Members ~~and no more than nine (9) voting Members, plus alternate;~~
 - c) the Unit shall elect an alternate to serve on a committee when a Faculty Member on a committee is unable to serve;
 - d) the Unit may add non-voting members to the committee, as they consider appropriate in the circumstances;
 - ~~e) in structuring any committee, the Unit may decide to select its Faculty Member representatives to represent all ranks in the Department or may decide to require Faculty Members on the committee to be of a rank higher than that of the candidate to be evaluated or may adopt any other reasonable limit or requirement for membership that the Unit decides;~~
 - ~~f) in the case of a joint appointment (whether the appointment is shared by Departments in the same Faculty or in different Faculties or by a Department and a non-departmentalized Faculty), the composition of the committee will be determined by the Home Unit but:~~
 - ~~i) in addition to complying with s. 32.3 the committee must include Faculty Members holding Regular Academic Appointments elected from and by each Unit to which the Faculty Member is or will be appointed and they must, together, form a majority of the committee; and~~
 - ~~ii) the number of Faculty Members from each Unit should reflect the proportionate share of the joint appointment that each has;~~
 - ~~g) for any case in which Tenure or Promotion may be granted to a Research Stream candidate, a maximum of one Teaching Stream Faculty Member may be appointed to the committee. Such a Member shall have Tenure or Continuing Appointment;~~

- ~~h) for any case in which Continuing Appointment, Tenure or Promotion may be granted to a Teaching Stream candidate, a Unit shall appoint at least one Teaching Stream Faculty Member to the committee. Such a Member shall have Tenure or Continuing Appointment;~~
- ~~i) at the request of the Member, the Associate Dean Indigenous shall co-chair the committee where the candidate under consideration is Indigenous. Where the Associate Dean Indigenous is unavailable, an Indigenous scholar whose work is in, or close to, the disciplinary area in which the candidate works will serve as the delegate of the Associate Dean Indigenous;~~
- j) the committee may have such additional members as the Unit considers advisable and as are approved by the Dean;
- ~~k) in cases where committees consider community engaged Research, Scholarly Activity, Teaching, or Service, committees shall include at least one committee member with expertise in community engaged activities;~~
- ~~l) in cases where committees consider clinical Research, Scholarly Activity, Teaching, or Service, committees shall include at least one committee member with expertise in clinical activities.~~

~~32.2.1 If, in the cases of s. 32.2 h), k) or l), a Unit does not have such a Member to serve on the committee, then the Committee shall appoint a suitable Member from another Unit as a voting member of the committee.~~

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

- a) for the election or ratification of internal committee members by the Members of the Unit, unless the ARPT committee is a committee of the whole;
- b) ensuring that the committee will have an odd number of voting members or providing for a voting mechanism to break a tie;
- c) ensuring that committees are structured so as to be as inclusive as possible, in accordance with s. 32.2, in particular ensuring representation of qualified members from designated equity-deserving groups;
- d) governing voting procedures of the committee, including provisions to ensure that only those who have participated sufficiently in the interview, assessment and discussion processes can vote;
- e) setting rules to ensure confidentiality of the committee's work;
- f) outlining processes to ensure broad consultation within the Department where required in Appointment processes; and

- g) outlining processes to ensure effective employment equity practices.

Committee Process

- 32.4 All committee members must have received University designated mandatory training in effective employment equity practices and current institutional expectations with respect to equity, diversity, inclusion, anti-racism, Indigenization and decolonization prior to the commencement of the committee's work. It is the responsibility of the Committee Chair to confirm that all committee members have completed up-to-date training in the last two years. Where the candidate engages in community-based work, committee members must also have received University designated mandatory training in evaluating such work.
- 32.5 At the outset of their work, committees must consider, lay out and record the means through which concerns related to equity will be addressed throughout the life of the committee.

Membership of a Unit's Committee

- 32.6 A Faculty Member who is on leave is not eligible to serve as a member of a committee under this Article other than in exceptional circumstances and with the approval of the Dean.
- 32.7 The Chair is normally the chair of the Unit's committee. In the case of a non-departmentalized faculty, the Dean will designate the committee chair. The chair is a voting member of the committee.
- 32.7.1 Notwithstanding s. 32.7, the duties of the chair may be delegated in accordance with s. 54.14.1 and s. 54.14.2.
- 32.7.2 Notwithstanding s. 32.7, if the chair is unable to serve, the committee shall select another Faculty Member on the committee as its chair.

Appointment Committee

32.xx In the case of a joint appointment (whether the appointment is shared by Departments in the same Faculty or in different Faculties or by a Department and a non-departmentalized Faculty), the composition of the committee will be determined by the Home Unit but:

- i) in addition to complying with s. 32.3 the committee must include Faculty Members holding Regular Academic Appointments elected from and by each Unit to which the Faculty Member is or will be appointed and they must, together, form a majority of the committee; and**
 - ii) the number of Faculty Members from each Unit should reflect the proportionate share of the joint appointment that each has.**
- ~~32.8 A Faculty Member who is a candidate for Reappointment, Continuing Appointment, Tenure or Promotion may, in accordance with s. 32.9, question the composition of a committee on the grounds that:~~**

- a) ~~a committee member has a Conflict of Interest, or the candidate has a reasonable apprehension that the committee member is biased against the candidate; or~~
 - b) ~~the membership of the committee does not include a person who is knowledgeable with regard to either the candidate's methods or field of research, or the candidate's teaching methods or lived experience as a member of an equity-deserving group.~~
- 32.9** ~~A question under s. 32.8 must be provided to the Dean in writing and must be made within ten (10) Working days after the Faculty Member has been advised of the composition of the committee, or of a change in the composition of the committee. If a Faculty Member does not raise a question regarding the composition of the committee within the time specified in this paragraph, the Dean may refuse to consider the question, and any later decision-maker may refuse to consider the composition of the committee on the grounds that the question was not raised in a timely fashion. Further, the decision may not be grieved on the ground that a committee member had a Conflict of Interest or there was a Reasonable Apprehension of Bias, if the question regarding the composition of the committee was not raised within the time specified.~~
- 32.10** ~~The Dean will determine within five (5) Working days of receipt of the question whether the question raised by the Faculty Member under s. 32.8 should result in a change to the composition of the committee after receiving submissions from the candidate, the Chair of the Department and, when applicable, any person whose membership on the committee has been questioned. Such persons will have two (2) Working days to respond to the Dean's request for submissions. While the Dean is considering the matter, the committee will not undertake any discussion of the candidate.~~
- 32.11** ~~Where the Dean agrees that the composition of the committee should be changed for reasons under s. 32.8 a), the Dean will direct the Department to replace the Faculty Member.~~
- 32.12** ~~Where the Dean agrees that the composition of the committee should be changed for reasons under s. 32.8 b), the Dean will, following discussion with the Chair, direct the Chair to ensure the committee is structured to include 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 or lived experience as a member of their equity-deserving group.~~
- 32.13** Where a position is to be posted such that the Home Unit of the incumbent is not known in advance, a Search Committee shall be struck under this Article.
- 32.14** The Search Committee shall undertake the responsibilities of the Appointments Committee, except that once the recommended candidate is determined and an appropriate Home Unit is ascertained, the Appointments Committee of the proposed Home Unit shall consider the appointment.

32.15 The chair of the Search Committee shall convene the Search Committee and shall monitor compliance with provisions of this Collective Agreement, in particular, without limitation, s. 32.3.

32.16 In the case of a Search Committee where several Units are involved and the appointing Unit is not known, the Search Committee shall include, but is not limited to:

- a) the Dean or Dean's designate from each involved Faculty (with voice but no vote); and
- b) where fewer than three (3) Units are involved, the Chair/Director of any Unit which may potentially be asked to offer the appointment or in the case of a Faculty without Departments or Schools, a Member from that Unit appointed by the Dean and one further Member from the Appointments Committee of each Unit potentially involved in the hire, elected by the Appointments Committee of that Unit; or
- c) where three (3) or more Units are involved, at least three Members appointed by the Provost from Appointments Committees of potential Units, selected for their expertise in the area of the search. In such cases, once short-listing has occurred the Search Committee shall consult with the Appointments Committee of the Unit where each short-listed candidate might be appropriately appointed.

32.16.1 Where the appointing Unit is not known, the Search Committee shall make a recommendation as to the most appropriate Unit(s) for the appointment of the candidate based on their disciplinary focus and shall make a recommendation to the (joint) Appointment Committee of the Unit(s) to consider an appointment, with a recommendation on rank and appointment type.

32.16.2 The (joint) Appointments Committee of the appointing Unit(s) may call the candidate for a secondary interview and shall decide whether to recommend the candidate to the Provost for appointment.

NEW 5 When a Unit is approved for a limited appointment where an Indigenous candidate is being considered, and the Committee is not already comprised of a majority of Indigenous members, the Associate Dean Indigenous shall co-chair the Appointment Committee and shall provide advice to the committee; Where the Associate Dean Indigenous is unavailable, an Indigenous scholar whose work is in, or close to, the disciplinary area in which the candidate works will serve as the delegate of the Associate Dean Indigenous.

Reappointment, Promotion, and Tenure Committees

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

- a) At the request of the Member, the Associate Dean Indigenous shall co-chair the committee where the candidate under consideration is Indigenous. Where the Associate Dean Indigenous is unavailable, an Indigenous scholar whose work is in, or close to, the disciplinary area in which the candidate works will serve as the delegate of the Associate Dean Indigenous;
- b) for any case in which Tenure or Promotion may be granted to a Research Stream candidate, a maximum of one Teaching Stream Faculty Member ~~may~~ will normally ~~may~~ be appointed to the committee. Such a Member shall have Tenure or Continuing Appointment;
- c) for any case in which Tenure or Promotion may be granted to a Teaching Stream candidate, a Unit shall appoint at least one Teaching Stream Faculty Member to the committee. Such a Member shall have Tenure or Continuing Appointment; If the Teaching Stream candidate requests it, there shall be a minimum of two Teaching Stream faculty Members on the committee, both with Tenure or Continuing Appointment;
- d) in cases where the Chair of the Unit is also the candidate, the Dean shall appoint an alternate Chair for the committee with relevant expertise and experience.
- e) in cases where committees consider community-engaged Research, Scholarly Activity, Teaching, or Service, committees shall include at least one committee member with expertise in community-engaged activities;
- f) in cases where committees consider clinical Research, Scholarly Activity, Teaching, or Service, committees shall include at least one committee member with expertise in clinical activities.

32.2.1 If, in the cases of s. 32.2 h), k) or l), a Unit does not have such a Member to serve on the committee, then the Committee shall appoint a suitable Member from another Unit as a voting member of the committee.

32.xx A Faculty Member who is a candidate for Reappointment, Continuing Appointment, Tenure or Promotion may, in accordance with s. 32.9, question the composition of a committee on the grounds that:

- a) a committee member has a Conflict of Interest, or the candidate has a reasonable apprehension that the committee member is biased against the candidate; or
- b) the membership of the committee does not include a person who is knowledgeable with regard to either the candidate's methods or field of research, or the candidate's teaching methods or lived experience as a member of an equity-deserving group.

32.9 A question under s. 32.8 must be provided to the Dean in writing and must be made within ten (10) Working days after the Faculty Member has been advised of the composition of the committee, or of a change in the composition of the committee. If

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

32.10 The Dean will determine within five (5) Working days of receipt of the question whether the question raised by the Faculty Member under s. 32.8 should result in a change to the composition of the committee after receiving submissions from the candidate, the Chair of the Department and, when applicable, any person whose membership on the committee has been questioned. Such persons will have two (2) Working days to respond to the Dean's request for submissions. While the Dean is considering the matter, the committee will not undertake any discussion of the candidate.

32.11 Where the Dean agrees that the composition of the committee should be changed for reasons under s. 32.8 a), the Dean will direct the Department to replace the Faculty Member.

32.12 Where the Dean agrees that the composition of the committee should be changed for reasons under s. 32.8 b), the Dean will, following discussion with the Chair, direct the Chair to ensure the committee is structured to include 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 or lived experience as a member of their equity-deserving group.

33. Consideration Process for Faculty Reappointment, Continuing Appointment, Promotion and Tenure and for UAAC Consideration for Librarians

- 33.1 The Faculty Evaluation Policy may set reasonable timelines for the conduct of the processes described in this Article provided that they are not later than those required in this Article.
- 33.2 This Article does not apply to appointments processes or Reappointment of Limited Term faculty or Limited Term Librarians or Hourly ~~L~~ibrarians, but only to Reappointment, Continuing Appointment, Promotion and Tenure for faculty and for UAAC consideration of probationary status and promotion for Librarians.

NEW The promotion process for Librarians, up to and including the recommendation from the University Librarian is subject to Article 30. The process for the removal of probationary status for Librarians, up to and including the recommendation from the University Librarian, is subject to Article 23. Consideration by the Vice-President Academic and Provost, possible referral to the UAAC process and final decision by the Vice-President Academic and Provost-for the removal of probationary status and promotion for Librarians is subject to this article.

Commencement of Consideration Process

- 33.3 By April 15 of the year preceding the Academic Year in which a Faculty Member must be considered for Reappointment, Continuing Appointment, Promotion or Tenure, the Chair of the Faculty Member's Unit must notify the Faculty Member of the documentation that the Faculty Member will be expected to submit and, in the case of Tenure, that the Faculty Member is required to nominate referees by the dates specified.
- 33.4 By April 15 of the year preceding the Academic Year in which a Faculty Member intends to apply for Tenure and/or Promotion, a Faculty Member must so notify the Chair of the Unit in writing.
- 33.4.1 A candidate on an approved leave who will be able to engage in all aspects of the consideration process may apply for consideration during their period of leave.

Referees

- 33.5 By May 15, ranked referee nominee lists shall be exchanged. A Faculty Member who must be considered or who intends to apply for Tenure and/or Promotion in the next Academic Year shall nominate a minimum of six (6) referees. The Unit's committee shall also nominate a minimum of six (6) referees. A non-academic Indigenous referee may be nominated to comment on the file of an Indigenous Member where their qualifications or experience are appropriate to the assessment of the candidate's work.
- 33.6 For Research Stream candidates, letters of reference are used primarily to gain an external assessment of the candidate's Research. For Teaching Stream candidates, letters

of reference are used primarily to gain an external assessment of the candidate's Teaching.

- 33.7 A minimum of three (3) letters of reference is required for all applications for Tenure and/or Promotion. A Faculty may specify a higher minimum for some or all types of applications in the Faculty Evaluation Policy.

33.7.1 In the case of a consideration for Continuing Appointment, Tenure and/or Promotion of a Teaching Stream Faculty Member, the Faculty Evaluation Policy may substitute two (2) teaching peer reviews in addition to those required under s. 33.20 d) i), no older than two (2) years, for one of the letters of reference. The peer review of Teaching process must be done in accordance with s. 25.11 – s. 25.14 and the Faculty Evaluation Policy.

- 33.8 All referees who are requested to submit a letter of reference for a Research Stream candidate must be established academics or artists within the candidate's academic discipline or profession, or within a related discipline who are at a rank equal to, or above, the rank the candidate is applying for. Any exceptions, other than those in s. 33.5 which references non-academic Indigenous experts, are subject to approval by the Dean. Referees whose familiarity with the candidate's work does not arise through extensive prior contact with the candidate should be included where possible.

- 33.9 All referees who are requested to submit a letter of reference for a Teaching Stream candidate must be **at least one of the following:**

NEW Subsection (not new language) established scholars with a record of excellence in scholarship related to teaching or curriculum development;

NEW Subsection (not new language) academics within the candidate's academic discipline or profession, or within a related discipline;

NEW (separating out from current 33.9) Referees shall be who are at a rank equivalent to, or above, the rank the candidate is applying for. Any exceptions, other than those in s. 33.5 which references non-academic Indigenous experts, are subject to approval by the Dean. Referees whose familiarity with the candidate's work does not arise through extensive prior contact with the candidate should be included where possible.

- 33.10 Unless the Dean of the Faculty has granted approval, a referee must not hold an academic appointment at the University; be in Conflict of Interest as defined in Article 49 *Conflict of Interest and Reasonable Apprehension of Bias*; have been the supervisor of the candidate's PhD (or equivalent academic degree) or the supervisor of the candidate's post-doctorate program; or be a co-author of any of the candidate's publications or a co-investigator on any of the candidate's research projects where the work will form a significant portion of the candidate's work that will be reviewed by the referee.

33.10.1 Notwithstanding s. 33.10, where a Faculty Member is being considered for Promotion to Associate Teaching Professor or Teaching Professor, one (1) of

the referees may hold an academic appointment at the University, but must be external to the candidate's Unit.

- 33.11 Within ten (10) days of the exchange of referee nominee lists under s. 33.5, the candidate and the committee may challenge the inclusion of referees on the other's list on the basis of Conflict of Interest or Reasonable Apprehension of Bias; or on the basis that the nominee is not qualified to assess the scholarly or creative achievements of the candidate.
- 33.12 Where a challenge to the inclusion of a referee has been made under s. 33.11 and the nominator refuses to nominate a substitute, the challenger shall state the grounds of the challenge in writing and request the Dean to determine the legitimacy of the challenge, in accordance with Article 49.

Selection of Referees and Disclosure

- 33.13 By June 1 following the nomination of the referees, the candidate must select a minimum of two (2) nominees from the Committee's list of nominees and notify the Chair of the Committee in writing of this selection. A Faculty may specify a higher minimum for some or all types of applications in the Faculty Evaluation Policy.
- 33.13.1 If the total number of nominees is less than four (4) once both the candidate and the Committee have selected nominees, the candidate will then select an additional nominee, followed by the Committee selecting an additional nominee, until four (4) nominees have been selected.
- 33.14 After the Committee has received the candidate's written notice under s. 33.13 and before June 15, the committee must select a minimum of two (2) nominees from the candidate's list of nominees and notify the candidate in writing of this selection. A Faculty may specify a higher minimum for some or all types of applications in the Faculty Evaluation Policy.
- 33.15 The selection of referees or their willingness to serve is not an appropriate factor in consideration of the candidate's application.
- 33.16 The candidate will disclose any previous or current relationship between the candidate and a person nominated as a referee including, those relationships specified in s. 33.10 and those relationships identified as potential conflicts of interest in Article 49 *Conflict of Interest and Reasonable Apprehension of Bias*. The candidate will provide a written statement of the extent of the relationship and the reason why each such referee the candidate nominates or intends to select should be used.

Invitation to Referees to Serve and Material Sent to Referees

- 33.17 By June 15, a candidate may at the candidate's discretion submit to the chair of the committee copies of, or citations to, scholarly or creative works that the candidate wishes to be made available to the referees prior to the date for distribution of materials as outlined in s. 33.22.

- 33.18 Where the candidate and the chair of the committee cannot agree on the scholarly or creative work or the evidence of Teaching performance that the referees will be requested to review, the referees will be sent copies of or citations to the scholarly or creative work and evidence of the candidate's Teaching performance that have been selected by both the candidate and by the chair of the committee.
- 33.19 Where a nominee who is invited to serve as referee either declines the invitation or does not, by August 31, signify their willingness to serve as a referee, a replacement will be selected from the same list from which the initial nominee was selected.
- 33.20 By September 1, a Faculty Member who will be considered for Reappointment, Continuing Appointment, Tenure or Promotion conferring Tenure (and by October 1, in the case of Promotion only), must submit the below documentation to the Chair. The Faculty may, in the Faculty Evaluation Policy, establish guidelines for the organization of the material listed below and require the candidate to submit a summary of any part of the material to be submitted.
- a) the candidate's curriculum vitae.
 - b) a brief orientation to the candidate's academic work that is interdisciplinary, multi-disciplinary or transdisciplinary, or involves non-traditional approaches in the discipline.
 - c) a summary of the nature and extent of the candidate's specific contributions to work that has been done in collaboration with others.
 - d) the candidate's teaching dossier which shall include, but is not limited to:
 - i) For Reappointment, a minimum of one summative peer review of Teaching from within the period identified in 25.10 a) iii. last term taught before application.
NEW Subsection (not new language) For Promotion to Associate and Professor, a minimum of two (2) summative peer reviews of Teaching, within the period identified in 25.10.a) iii and b) i) one of which must be from the last term taught before the application and the other no less than one (1) year apart and no more than 24 months apart. The peer review of Teaching process shall be done in accordance with s. 25.10 – s. 25.14 and the Faculty Evaluation Policy;
 - ii) ~~Course reviews completed under Article 25 since last Reappointment or Promotion;~~
 - iii) ~~Notwithstanding i) and ii), for the purposes of transition, the provisions of i) and ii) shall come into effect July 1, 2025. For earlier Reappointment, Continuing Appointment, Promotion and Tenure considerations, Units shall follow the expectations related to peer review set out in the 2019-22 Collective Agreement and in their respective Faculty Evaluation Policies in effect as of July 1, 2022.~~

- e) copies of, or citations to, the scholarly or creative works that the candidate wants the committee and referees to consider (this must include, but is not limited to, those works provided under s. 33.23).
- f) 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 (for specific guidance re COVID-19 impacts see Appendix G - *LOU: Collective Agreement Adjustments and Considerations in Response to COVID-19 Impacts*).
- g) copies of other documents that the candidate wants the committee to consider. The candidate may elect to submit a brief statement to provide context to the submission to the referees if the candidate feels this is necessary to convey an adequate picture of their achievements.

33.21 Subject to the requirements in s. 33.20, a committee must not require a candidate to submit any material not in the candidate's Official Performance File.

33.22 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:

- a) the information provided by the candidate as specified in s. 33.20 (except the candidate's teaching dossier in the case of Research Stream Faculty);
- b) a statement of whether the candidate is seeking Tenure or Promotion or both;
- c) relevant language from this Agreement;
- d) the candidate's FEP and Unit Standard related to the criteria for Promotion and/or Tenure; and
- e) any aspects of the decision on which the referee is asked to advise.

A copy of the body of the letter sent to referees requesting a letter of reference shall be provided to the candidate.

Information Considered

33.23 The information considered by the ARPT Committee will include:

- a) the criteria in the FEP, Unit Standard and this Agreement;
- b) all items specified in s. 33.20;
- c) letters from external referees and peer reviewers as collected under s. 33.7;
- d) reviews of career progress and any responses to them under Article 26 *Review of Career Progress*;

- e) evidence that supported the imposition of disciplinary action as specified in s. 46.7; and
- f) materials arising from the consideration of the application through this Article (e.g. recommendations, responses to recommendations or requests for information).

33.23.1 The Committee will consider the candidate's record of Research or Scholarly Activity (as appropriate to the candidate's stream) since inception; and will consider performance in Teaching and Service since appointment at the University of Victoria, and shall ensure that the candidate has a record of positive performance for at least two (2) years in current rank at the University of Victoria, unless an exception was granted by the Dean.

33.24 The committee cannot consider information with regard to any unsubstantiated complaint. Where the committee will consider any additional sources of information, such sources shall be specified in the Faculty Evaluation Policy or Standard for the Unit.

33.25 Upon request for a confidential letter of reference or evaluation report, the candidate will be provided with a copy of the letter in a form that does not identify the author. If this is not possible, a summary should be prepared in a manner that is unlikely to disclose the identity of the author.

33.26 At least ten (10) days before the ARPT Committee is to make a decision on the application, either the candidate or the committee may request that the candidate meet with the committee. Any such request shall be in writing and shall be documented in the application file.

33.26.1 If, during the decision-making process, the committee requires additional information to fairly evaluate the application or if the committee is considering a negative recommendation, the committee must request a meeting under s. 33.26. The notice requesting the candidate to meet with the committee shall clearly define what additional information is required by the committee and, where the committee is considering a negative recommendation, the specific areas of concern for the committee.

33.27 A candidate may make written or oral submissions to the ARPT Committee. **An Indigenous candidate may attend with an Indigenous academic colleague, Elder, Knowledge Keeper/Holder or community member to support the candidate and a representative of the Faculty Association.**

NEW A candidate from an Equity-deserving group may be accompanied by a Member or community member chosen by the candidate, and a representative of the Faculty Association. Only the Candidates and the Faculty Association representatives have the right to speak before the Committee on the behalf of a candidate from an Equity-deserving group. Any accompanying Member or community member may attend in a support role and provide support through their presence; however, they shall not participate directly in the proceedings before the Committee. All participants are expected to uphold the confidential nature of the process and

shall not disclose the content of any proceedings, submissions or deliberations which they attend.

- 33.28 The ARPT Committee shall take into account all of the information provided by the candidate in the evaluation of the application but may, in its discretion, ascribe differential weight to that information.

Recommendation from Department

- 33.29 Immediately after conducting the ballot that determines the Unit committee's recommendation, the chair of the committee (where appropriate with the assistance of the members of the committee) shall prepare a draft Recommendation Report that reflects the opinion of both the majority and the minority of members of the committee in a balanced way.
- 33.30 The Recommendation Report shall outline the process followed, shall provide a definitive recommendation for, or against, the application, and shall provide a summary of the committee's assessment on all factors significant to their assessment of the candidate's academic record in relation to the relevant criteria set out in this Agreement, the Faculty Evaluation Policy and the Standard for the Unit, together with reasons for their recommendation. This assessment must include an explanation of how any special circumstances presented by the candidate under s. 33.20 f) affected the committee's decision.
- 33.31 Prior to sending the written Recommendation Report to the candidate, the chair will send to each member of the committee a copy of:
- a) the record showing the number of votes in favour of the recommendation and the number of votes against the recommendation; and
 - b) the draft Recommendation Report with an invitation to propose changes to it within one (1) week.
- 33.32 After considering any proposed changes and seeking the committee's agreement on the Recommendation Report the chair will sign the Recommendation Report and send a copy to the candidate, to each member of the committee, and to the Dean.
- 33.33 The candidate shall acknowledge receipt of the Recommendation Report by signing a copy of the Recommendation Report and returning it to the chair. The candidate's signature on the Recommendation Report only constitutes an acknowledgement of the receipt of the Report. Where the candidate fails to or refuses to acknowledge receipt, the committee chair may attest to delivery.
- 33.34 The candidate may send to the Dean a written response to the Recommendation Report no later than ten (10) days after receipt of the Report. Any allegations of Conflict of Interest or Reasonable Apprehension of Bias in relation to the committee must be raised in accordance with s. 32.8 a).

- 33.35 The Chair of the committee shall send to the Dean the Unit's Recommendation Report and copies of all the documents and reference to all resources considered by the committee by the following date:
- a) Reappointment and Continuing Appointment: October 15 of the candidate's final contract year;
 - b) Tenure or Promotion which will confer Tenure: November 15 of the Academic Year in which the application is made; and
 - c) Promotion only: January 15 of the Academic Year in which the application is made.

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

Dean's Recommendation

- 33.36 The Dean must consider the information specified in s. 33.23 for each application for Reappointment, Continuing Appointment, Tenure and/or Promotion and make their own recommendation to the President. The Dean will give detailed reasons for their recommendation and, if the Dean disagrees with the Unit committee's recommendation, must address the reasons for that disagreement. The Dean shall review the Recommendation Report to ensure that proper procedures have been followed, that all material in the file as defined in s. 33.23 has been considered, and that the recommendations are consistent with the evidence presented.
- 33.37 In reviewing the process and recommendation of the ARPT Committee, in assessing whether the recommendation is consistent with the evidence presented and in making their own assessment, the Dean will consider only the materials in s. 33.23 and s. 33.24 and any response of the candidate under s. 33.34. The Dean will apply the standards set out in the Agreement and in the Faculty Evaluation Policy and Standard for the Unit and will give substantial weight to the judgment of experts in the relevant discipline, including both peers at the University and external referees.
- 33.37.1 Should the Dean require clarification from the ARPT Committee, the Dean shall write to the committee with specific questions and provide a copy to the candidate.
- 33.37.2 The committee shall respond in writing to the Dean's request within five (5) Working days and shall provide a copy of that response to the candidate.
- 33.38 If the Dean finds that there have been procedural irregularities on the part of the ARPT Committee, and/or that the recommendation is not consistent with the evidence presented, the Dean shall refer the recommendation back to the committee for reconsideration.

- 33.39 If the Dean finds that procedural irregularities were the result of Conflict of Interest or Reasonable Apprehension of Bias, the Dean shall direct the Chair to reconstitute the ARPT Committee.
- 33.39.1 Where the file has been referred back to the committee under s. 33.38 or s. 33.39, all subsequent timelines in this Article will be extended by twenty (20) Working days.
- 33.40 Following receipt of an acceptable Recommendation Report from the Unit, the Dean shall provide a copy of the Dean's recommendation to the candidate.
- 33.41 The Dean shall transmit both their own recommendation and the Unit's Recommendation Report, together with all materials considered in those assessments to the Office of Faculty Relations and Academic Administration not later than:
- a) for Reappointment and Continuing Appointment: November 15 of the candidate's final contract year;
 - b) for Tenure or Promotion which confers Tenure: December 15; and
 - c) for Promotion: February 15.
- 33.42 The candidate may submit a written response to the Dean's recommendation to the Office of Faculty Relations and Academic Administration no later than ten (10) Working days after receipt of the Dean's recommendation.

President's Consideration

- 33.43 The President may consult the Dean, the Vice-President Academic and Provost, the Vice-President Indigenous, and/or the Vice-President Research regarding the application. Any such consultation shall be documented in writing, and this record shall be included in the file.
- 33.44 The President shall consider the recommendations of the ARPT Committee and the Dean and, where applicable, the advice of the Vice-President Academic and Provost, the Vice-President Research, and/or the Vice-President Indigenous. If the President is considering a decision which differs from that of the Unit committee, the President shall refer the file to the University Academic Appointments Committee. The President may refer the file to the University Academic Appointments Committee if the President is considering a decision which differs from any of the recommendations received. The President shall refer the file to the UAAC no later than:
- a) for Reappointment and Continuing Appointment: December 15 of the candidate's final contract year;
 - b) for Tenure and Promotion that will confer Tenure: January 30; and
 - c) for Promotion: March 15

33.45 The Member will be informed within five (5) days of the file being referred to the Chair of the UAAC, and the Faculty Association will be copied on this notification.

NEW Vice-President Academic and Provost's Consideration for Librarians

NEW Recommendations from the University Librarian regarding the removal of probationary status and promotion for Librarians shall be referred from the University Librarian to the Vice-President Academic and Provost as per Articles 23 and 30, and shall be subject to 33-45-33.62.

NEW The Vice-President Academic and Provost shall consider the recommendation of the Advisory Committee on Ranks and Promotions (ACRP) and the University Librarian and, where applicable, the Vice-President Research and/or the Vice-President Indigenous. If the Vice-President Academic and Provost is considering a decision which differs from that of the ACRP, the Vice-President Academic and Provost shall refer the file to the University Academic Appointments Committee. The Vice-President Academic and Provost may refer the file to the University Academic Appointments Committee if the Vice-President Academic and Provost is considering a decision which differs from any of the recommendations received. The Vice-President Academic and Provost shall refer the file to the UAAC no later than:

NEW for Librarian for promotion: May 15

NEW for Librarians removal of probationary status, thirty (30) working days after the University Librarian receives the recommendation from the ACRP

The Member will be informed within five (5) days of the file being referred to the Chair of the UAAC, and the Faculty Association will be copied on this notification.

University Academic Appointments Committee

NEW 1 By September 1st the President of the University and the President of the Faculty Association shall each identify a pool of ten (10) Faculty Members from across the Faculties and two Librarians who are willing to serve on the University Academic Appointments Committee (UAAC). At least five Members of each pool shall be members who self-identify as members-from an equity-deserving group. At least two Members of each pool shall be Teaching Faculty.

The pool of committee members must normally include:

a) Faculty Members who must normally be Tenured and at the rank of Professor or Teaching Professor.

b) Librarian Members who must normally be at the rank of Librarian IV;

c) Members who have served a minimum of two (2) years on a committee that has considered Promotion and Tenure decisions for Faculty Members and one full term on ACRP for Librarians.

NEW 2 By September 15th, the Parties will exchange lists, and this constitutes the pool of potential chairs and committee members for the UAAC.

NEW 3 The President of the University and the President of the Faculty Association shall jointly appoint a Chair from the pool to the University Academic Appointments Committee (UAAC)

Once a Chair has been selected the chair shall appoint four (4) Faculty Members, one (1) alternate, from the pool for each case to the University Academic Appointments Committee (UAAC) that involves a Faculty Member, according to the following criteria:

a) at least three (3) seats must be filled by Research Stream Faculty Members with Tenure;

b) at least one (1) seat must be filled by a Teaching Stream Faculty Member with Tenure;

c) at least two (2) of the seats shall be filled by a Member who self-identifies as a member from an equity-deserving group;

d) at least two (2) of the seats shall be filled by a Member from each of the pools.

e) normally at least half of the members of the committee would be in related Faculties to that of the Member whose case is being considered.

XX) where a case is referred to UAAC and either the President of the University or the President of the Faculty Association are of the view that the committee requires expertise or experience specific to the nature of an application, ~~they~~**Chair** shall select one (1) additional voting member for the committee reflecting that expertise or experience. In cases where the committee requires both expertise and experience, and one (1) additional member cannot provide both, two (2) additional voting members shall be added, one (1) having the necessary expertise and the other having the necessary experience.

NEW SUBSECTION: In the case of a Librarian file:

Once a Chair has been selected they shall appoint two (2) Librarians and two (2) Faculty Members, and one (1) alternate Librarian, from the pool, for each case to the University Academic Appointments Committee (UAAC), according to the following criteria:

a) two seats must be filled by Faculty Members with Tenure, at least one of whom must be a Research Stream Faculty Member;

b) at least two (2) of the seats shall be filled by Members who self-identify as a member from equity-deserving groups;

c) ~~d)~~ at least two (2) of the seats shall be filled by a Member from each of the pools.

d) where a case is referred to UAAC and either the President of the University or the President of the Faculty Association are of the view that the committee requires expertise or experience specific to the nature of an application, the Chair shall select one (1) additional voting member for the committee reflecting that expertise or experience. In cases where the committee requires both expertise and experience, and one (1) additional member cannot provide both, two (2) additional voting members shall be added, one (1) having the necessary expertise and the other having the necessary experience.

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

~~a) at least three (3) seats must be filled by Research Stream Faculty Members with Tenure;~~

~~b) at least one (1) seat must be filled by a Teaching Stream Faculty Member with Tenure;~~

~~c) at least two (2) of the seats shall be filled by a Member from an equity-deserving group;~~

~~d) each member must normally have served a minimum of two (2) years on a committee that has considered Promotion and Tenure decisions;~~

~~e) where a case is referred to UAAC and either the President of the University or the President of the Faculty Association are of the view that the committee requires expertise or experience specific to the nature of an application, they shall select one (1) additional voting member for the committee reflecting that expertise or experience. In cases where the committee requires both expertise and experience, and one (1) additional member cannot provide both, two (2) additional voting members shall be added, one (1) having the necessary expertise and the other having the necessary experience.~~

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

33.48 The UAAC will determine its recommendation by means of a secret ballot of members who are entitled to vote. In cases when 33.46 e) is implemented, such that there is an

even number of members on the UAAC, the chair shall not vote. When there is an odd number of members on the UAAC, the chair shall vote.

- 33.49 All members of the UAAC eligible to vote must vote on the UAAC's recommendations. No abstentions, absentee or proxy votes are permitted. To be eligible to vote, a UAAC member must have been present in person or via synchronous remote communication during the whole of the proceedings of the UAAC relevant to the decision.
- 33.50 The chair must record in writing the results of the ballot conducted with regard to the recommendation. The record must include the number of votes in favour and the number of votes against.
- 33.51 All discussions by members at meetings of the UAAC are confidential. Members must not disclose or discuss the committee proceedings, opinions expressed during the committee's proceedings, or the committee's recommendations except as otherwise provided in this Agreement or as required by law.
- 33.52 The Office of Faculty Relations must retain the records of the committee, including any ballots cast, as required by University policies.
- 33.53 When the UAAC reviews an application, the UAAC reviews the entire file of the candidate, including all recommendations and all responses, and will make a recommendation to the President **or the Vice-President Academic and Provost for a Librarian** based on the criteria of this Agreement, the relevant Faculty Evaluation Policy **or the Libraries Evaluation Policy** and the Standard for the Unit.
- 33.54 The candidate will be advised of the UAAC's proposed recommendation with reasons in writing. The candidate may, upon giving five (5) Working days notice to the UAAC, make an oral presentation or written submission to the UAAC. The candidate may be assisted by a representative of the Faculty Association.
- 33.55 The final recommendation of the UAAC will be sent to the President **or the Vice-President Academic and Provost for a Librarian** and shall include detailed reasons for its decision and will be copied to the candidate, the chair of the Unit committee, the Dean **or the University Librarian**, the Vice-President Academic and Provost, and the Faculty Association.
- 33.56 The UAAC may only make the following recommendations to the President **or the Vice-President Academic and Provost for a Librarian**:
- a) that the application be granted based on the view of the UAAC that the candidate met the **criteria of the Unit Standard and Faculty or Libraries Evaluation Policy** ~~academic standards~~ required;
 - b) that the application not be granted based on the view of the UAAC that the candidate did not meet the **criteria of the Unit Standard and Faculty or Libraries Evaluation Policy** ~~academic standards~~ required;

- c) that, for reasons related to procedural error, the application should be reconsidered either by the President, **or the Vice-President Academic and Provost for a Librarian,** the Dean or **University Librarian,** or by a newly constituted committee. In such a case, the process for re-consideration shall follow the normal process for initial consideration.

33.57 The UAAC will forward its report including any submissions made by the candidate, to the President, **or the Vice-President Academic and Provost for a Librarian,** copied to the candidate, the Dean **or University Librarian,** the Vice-President Academic and Provost, and the Faculty Association by the following dates:

- a) for Reappointment and Continuing Appointment: January 30 of the candidate's final contract year;
- b) for Tenure and Promotion that will confer tenure: February 28; and
- c) for Promotion: April 15.

NEW for promotion for Librarians: May 31st

NEW for Librarians removal of probationary status, forty (40) working days after the University Librarian receives the recommendation from the ACRP

President's Decision

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

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

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

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

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

NEW Vice-President Academic and Provost's Decision

NEW The Vice-President Academic and Provost shall consider the recommendations of the ACRP and the University Librarian and, where applicable, the advice of the Vice-President Indigenous, the Vice-President Research and Innovation and the UAAC, in making a decision.

NEW The candidate will be notified of the Vice-President Academic and Provost's decision by the following applicable date:

NEW for promotion: June 15th

NEW for removal of probationary status, fifty (50) working days after the University Librarian receives the recommendation from the ACRP.

NEW Where the Vice-President Academic and Provost does not grant Promotion or removal of probationary status, the Vice-President Academic and Provost shall notify the candidate and provide the candidate with written reasons for the decision. Where the decision involves reconsideration, the notice shall indicate the procedure to follow.

NEW Where the Vice-President Academic and Provost decides that a reconsideration is required, the candidate's employment shall be maintained until such time as the reconsideration is completed.

Grievance

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

Part 8: Leaves

34. Study Leave: Faculty

- 34.1 Study Leave is provided to Research Stream Faculty Members to enable them to engage in Research, scholarly, and creative activities. It is provided to Teaching Stream Faculty Members to enable them to engage in activities that will enhance the Faculty Member's Teaching and Scholarly Activity performance as defined in Article 25 *Evaluation of Members*, and thereby assist the University to achieve greater excellence in the areas of effective teaching and the advancement of research enriched teaching and learning. Its purpose is to provide an extended period of time, uninterrupted by Teaching and Service responsibilities, for Faculty Members to enhance and increase their knowledge, expertise or Teaching effectiveness in their respective academic disciplines.
- 34.2 Faculty Members who are on Study Leave will not serve on University, Faculty, or departmental committees without the approval of the Faculty Member's Dean.
- 34.3 Study Leave is not granted automatically and approval will be contingent on the merits of an application for Study Leave.
- 34.4 October 1 is the deadline for an eligible Faculty Member to submit an application for Study Leave to the Chair of the Faculty Member's Unit for a Study Leave that will commence in the Academic Year following the year in which the application is made.
- 34.5 Faculty Members who apply for Study Leave by October 1 will be notified by January 31 whether the application has been approved.

Deferral of Study Leave

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

Approval Process

- 34.8 The Chair or, in the case of a Faculty without departments, an Associate Dean will review each application for Study Leave and make a recommendation to the Dean that includes:

- a) an assessment of the merit of the Faculty Member's proposed Research or Scholarly Activity or of the other activities or projects to fulfill the purposes for which Study Leave is granted under s. 34.1;
- b) confirmation that a Faculty Member's proposed arrangements with regard to any use of space or facilities at the University or at other institutions are suitable;
- c) where the applicant has previously been granted a Study Leave at the University: confirmation of whether or not the applicant submitted a Study Leave report upon the completion of the Study Leave; a brief comment on the Research or Scholarly Activity, as appropriate, that were undertaken during the Faculty Member's last Study Leave; a brief assessment of the Faculty Member's scholarly achievements, Teaching performance and other contributions as appropriate to the Faculty Member's Academic Responsibilities since the Faculty Member's last Study Leave;
- d) an assessment of the Unit's ability to fulfill adequately its academic responsibilities during the period of the Faculty Member's Study Leave; and
- e) confirmation that suitable arrangements will be made for the supervision of graduate students who are being supervised by the Faculty Member.

34.9 Applications for Study Leave are considered by the Dean who determines whether an application will be approved after determining whether the Faculty Member satisfies the eligibility requirements for a Study Leave, and considering the recommendations of the Chair or the Associate Dean.

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

- a) Leave without Salary;
- b) Study Leave;
- c) administrative leave;
- d) Political Leave;
- e) Compassionate Leave Without Salary;
- f) disciplinary suspension;
- g) any period when the Faculty Member is on Long-Term Disability except periods on a return to work program as provided for in s. 34.33;
- h) any period prior to the Faculty Member's last Study Leave other than as defined in s. 34.7 or s. 34.11; and

- i) any period that the Faculty Member held a primary appointment at a former academic institution unless the credit for such service is expressly granted in the Faculty Member's appointment letter.

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

Return to Work from Leave

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

34.13 A Faculty Member who does not fulfill ~~this the~~ obligation to return to the University under s. 34.12 is in breach of contract with the University and will be required to repay 50% of the net salary paid to the Faculty Member during the period of leave, unless the Vice-President Academic and Provost expressly releases the Faculty Member from this obligation.

Duration of Leaves

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

- a) a half Study Leave after a minimum of three (3) years of service (which means four (4) months for Teaching Stream faculty, and six (6) months for Research Stream faculty); or
- b) a full Study Leave after a minimum of six (6) years of service (which means eight (8) months for Teaching Stream faculty, and twelve (12) months for Research Stream faculty).

34.15 When a Member takes a half Study Leave they will be released from one half of their normal Teaching **and Service** for that Academic Year. In cases where a Faculty Member's normal Teaching workload cannot be evenly divided in half (for example, teaching an odd number of courses) the release from Teaching workload shall be alternated so that over a period of two (2) half Study Leaves they will have had Teaching release equal to one year of their normal Teaching workload.

34.16 When a Member takes a full Study Leave they will be released from their Normal Teaching **and Service** Workload for that Academic Year.

34.17 A Faculty Member with Reduced Workload is eligible for Study Leave of the same duration as for a Faculty Member with a Normal Workload, and is eligible to receive Study Leave after the same period of service as a Member with a Normal Workload,

however salary will be pro-rated in accordance with the Member's Workload arrangements during the qualifying period.

Compensation While on Leave

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

Conditions of Leave

- 34.24 Any significant modification to a Study Leave project that has been approved by the Dean must be approved by the Faculty Member's Dean on recommendation from the Faculty Member's Chair or, in a Faculty without Departments, the Associate Dean.
- 34.25 For Teaching Stream faculty, a Study Leave shall commence on September 1, January 1, or May 1. For Research Stream faculty, a Study Leave shall commence on either July 1 or January 1. With the approval of the Dean, a Study Leave may commence on another date.
- 34.26 During a period of Study Leave, a Faculty Member continues to be an employee of the University, is subject to this Agreement and University policy, and is expected to devote their time to the purposes for which Study Leave is granted. A Faculty Member remains subject to the provisions under Article 48 *Conflict of Commitment (External Professional Activities)*.

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

Study Leave and Administrative Leave

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

Study Leave, Sick Leave and Long-term Disability

- 34.32 A Faculty Member may not apply for a Study Leave that will commence while the Faculty Member is on Sick Leave or Long-Term Disability (LTD) or that will commence during any return to work program.
- 34.33 A Member on Sick Leave continues to accrue credit toward Study Leave. In accordance with s. 34.10 g), a Member on Long-Term Disability shall accrue credit toward Study Leave based on pro-rata service during an approved Return to Work program.
- 34.34 Where a Member becomes ill or disabled while on Study Leave, the Study Leave may be cancelled under s. 39.29, and replaced under s. 39.30.

35. Study Leave: Librarians

- 35.1 Study Leave is provided to eligible Librarians to enable them to engage in a professional project (which may include research, scholarship or registration in a course of study with regard to librarianship, archival studies or an academic or technical subject) for an extended period of time for the purpose of increasing knowledge related to the Librarian's Professional Responsibilities, advancing academic librarianship, or enhancing the Librarian's ability to meet changing needs in the Libraries.
- 35.2 Librarians who are on Study Leave will not serve on committees of the University or the Libraries without the approval of the University Librarian.
- 35.3 Study Leave is not granted automatically and is subject to approval of an application for Study Leave.
- 35.4 An eligible Librarian will submit an application for Study Leave to the University Librarian not less than six (6) months prior to the intended commencement of the Study Leave.

Approval Process for Librarian Study Leaves

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

Notification and Modification of a Study Leave Proposal

- 35.6 A Librarian who has applied for Study Leave will be notified in writing within one (1) month of submitting the application to the University Librarian if the application has been denied. The decision to deny a Study Leave can be appealed in accordance with the procedure outlined in Article 37 *Leave Appeal Procedures*. A successful applicant will be notified in writing within one (1) month or as soon thereafter as is practical.

- 35.7 Any significant modification to a Study Leave proposal that has been approved by the University Librarian must be approved by the University Librarian.

Obligation to Return

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

Eligibility and Remuneration

- 35.10 A Librarian who has completed a minimum of three (3) years' continuous full-time service at the University as a Librarian or who has completed a minimum of three (3) years of continuous fulltime service since their last Study Leave will be entitled to a half Study Leave on the basis of three_(3) months.
- 35.11 A Librarian who has completed a minimum of six (6) years' continuous full-time service at the University as a Librarian or who has completed a minimum of six (6) years of continuous full-time service since their last Study Leave will be entitled to a full Study Leave on the basis of six (6) months Study Leave at 100% of the Librarian's base salary.
- 35.12 In calculating the number of years of service in the employment of the University for the purpose of determining a Librarian's eligibility for Study Leave, the following periods, if for a period of more than four (4) weeks, are not counted as eligible years of service:
- a) Leave Without Salary;
 - b) Study Leave;
 - c) administrative leave;
 - d) Political Leave;
 - e) Compassionate Leave Without Salary;
 - f) disciplinary suspension;
 - g) any period when the Librarian is on Long-Term Disability except periods on a return to work program as provided for in s. 35.24; and

- h) any period prior to the Librarian's last Study Leave, except as provided for in s. 35.13 and s. 35.22.
- 35.13 Where a Librarian is granted Study Leave under this Article, and the number of years of eligible service prior to the leave exceeds the required number of years of service, the unused years, up to a two (2) year maximum, may be counted as eligible service for the next Study Leave.
- 35.14 If a Librarian's salary is increased during the period of Study Leave, the effect of the increase will be reflected in the remaining portion of the Study Leave.
- 35.15 The University and the Librarian will continue to contribute fully to the pension and the University's benefit plan for Faculty and Librarians as if the Librarian were not on Study Leave.
- 35.16 During a period of Study Leave, a Librarian continues to be an employee of the University, subject to this Agreement and University policy, and is expected to devote their time to the purposes for which Study Leave is granted. A Librarian remains subject to the provisions under Article 48 *Conflict of Commitment (External Professional Activities)*.
- 35.17 A Librarian who provides instruction or other services at another institution during Study Leave while complying with Article 48 *Conflict of Commitment (External Professional Activities)*, may receive remuneration subject to this Article.
- 35.18 A Librarian may not accept remuneration or enter into an employment relationship with another employer that is incompatible with the provisions in Article 48 *Conflict of Commitment (External Professional Activities)* or the policies that apply to a Librarian who is not on Study Leave. Any exception to this restriction must be consistent with the purposes for which Study Leave is provided and requires the prior written approval of the Vice-President Academic and Provost.
- 35.19 If, during Study Leave, a Librarian whose service over the qualifying period was 1 FTE receives remuneration that, taken together with their salary during Study Leave, equals more than 125% of the Librarian's regular salary for the period, the Librarian must disclose in writing to the University Librarian the nature and extent of the activities from which the remuneration was derived.

Study Leave Report

- 35.20 Within ninety (90) days following the completion of a Study Leave, a Librarian must submit a Study Leave report to the University Librarian that provides an account of:
 - a) the research, scholarly activity, or professional project undertaken during the Study Leave; and

- b) how the Librarian expects the research, scholarly activity, or professional project undertaken during the Study Leave will contribute to or enhance the Librarian's ability to meet changing needs in the Libraries.

Deferment of Study Leave at the Request of the University

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

Study Leave, Sick Leave and Long-term Disability

- 35.23 A Librarian may not apply for a Study Leave that will commence while the Librarian is on Sick Leave or LTD or that will commence during any return to work program.
- 35.24 A Member on Sick Leave continues to accrue credit toward Study Leave. In accordance with s. 35.12 g), a Member on Long-Term Disability shall accrue credit toward Study Leave based on pro-rata service during an approved return to work program.
- 35.25 Where a Member becomes ill or disabled while on Study Leave, the Study Leave may be cancelled under s. 39.29, and replaced under s. 39.30.

Scholarly and Professional Activity Days

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

36. Administrative Leave

- 36.1 Administrative Leave is provided to Faculty Members who have served as a Chair of a Department as follows:
- a) a Member who has served a single term of five (5) years as a Chair of a Department is eligible for twelve (12) months of Administrative Leave; and
 - b) a Member who has served a term of three (3) years as a Chair of a Department is eligible for six (6) months of Administrative Leave; and
 - c) a Member with a term of five (5) years as a Chair of a Department can elect to take six (6) months of Administrative Leave after serving three (3) years and an additional six (6) months of Administrative Leave after serving the final two (2) years.
- NEW** **A Member who has served six months or more as Acting Chair shall have time as Acting Chair credited towards their entitlement to Administrative Leave, as long as their term as Acting Chair, combined with their regular term as Chair, is are equal to three or more consecutive years.**
- 36.2 A Member has no right to use accrued service credit or to receive pay in lieu of accrued service credit in the event they resign or retire prior to completion of the eligibility requirements in s. 36.1.
- 36.3 The purpose of Administrative Leave is to enable eligible Faculty Members to renew themselves with regard to the resumption of their regular Academic Responsibilities.
- 36.4 Faculty Members who are on Administrative Leave will not serve on University, Faculty, or Departmental committees without the approval of the Faculty Member's Dean.
- 36.5 Administrative Leave is not granted automatically and is subject to approval by the Dean, who will determine whether the Member satisfies the eligibility requirements for Administrative Leave.
- 36.6 October 1 is the deadline for an eligible Faculty Member to submit an application for Administrative Leave to the Member's Dean for an Administrative Leave that will commence on July 1 or January 1 of the Academic Year following the year in which the application is made.
- 36.7 The remuneration of a Faculty Member on Administrative Leave will ~~normally~~ be at 100% of their regular salary, less any administrative stipend.
- 36.8 The University may change the remuneration of Faculty Members on Administrative Leave, provided the remuneration payable complies with s. 36.7. Any such change is not subject to negotiation with the Association, nor will it be charged against any Agreement.

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

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

37. Leave Appeal Procedures

- 37.1 The leave appeal procedures apply to the following types of leaves:
- a) Study Leave: Faculty Members;
 - b) Study Leave: Librarians; and
 - c) Administrative Leave.
- 37.2 If the Dean or University Librarian declines to approve a leave application, they will give the Member written reasons for the decision that will accompany the notification of the decision.
- 37.3 By not later than thirty (30) days after receiving notice from the Dean or University Librarian declining to approve a leave to which this Article applies, the Member may appeal the denial of leave by sending a written notice of appeal to the Vice-President Academic and Provost who will decide the appeal in accordance with this Article. A deferral of Study Leave by the University pursuant to Article 34 *Study Leave: Faculty* or Article 35 *Study Leave Librarians* does not constitute a denial of leave and may not be appealed.
- 37.4 In an appeal under this Article, the issue to be determined by the Vice-President Academic and Provost is whether a reasonable person could have made the decision of the Dean or University Librarian upon considering the Member's leave application in the context of:
- a) the purposes of leave; ~~and~~
 - b) the recommendations of the Dean and the Chair or, in a Faculty without departments, the Associate Dean, or of the University Librarian; and
- New having taken into consideration the criteria in 34.8 or 35.5, any mitigating circumstances that might have slowed Research, Scholarly Activity or Professional Responsibilities for the Member since the previous Study Leave, and the definitions of Research, Scholarly Activity, and Professional Responsibilities as defined in the CA, the FEP, LEP and the relevant Unit Standards.**
- 37.5 After receiving written submissions from the Member and the Dean or University Librarian, the Vice-President Academic and Provost will decide whether or not the appeal should be granted and will send copies of the decision to the President of the Association, the Member and the Dean or University Librarian. The Association has the right to represent the Member in the appeal process.
- 37.6 The decision of the Vice-President Academic and Provost may be grieved by the Association under the provisions of Article 47 *Dispute Resolution* of this Agreement.

38. Maternity, Parental and Adoption Leave

- 38.1 This Article applies to the following categories of Members who are referred in this Article as “Eligible Members”:
- a) Faculty Members who hold a Regular Academic Appointment;
 - b) Faculty Members with Limited-Term appointments of at least one (1) year in duration with at least 0.8 FTE;
 - c) Members who hold a Regular Librarian Appointment;
 - d) Librarians with Limited-Term appointments of at least one (1) year in duration with at least 0.8 FTE.
- 38.2 University supplementary top-up benefits described in this Article are contingent on the Member applying for the maximum Employment Insurance (“EI”) benefits available to the Member under the *Canada Employment Insurance Act*, and all leaves are subject to the provisions and regulations of both the *BC Employment Standards Act* and the *Canada Employment Insurance Act*. The relationship between University supplementary top-up benefits and EI benefits is described in s. 38.4.

Maternity and Parental Leave: Birth ~~Mother-Parent~~

- 38.3 An Eligible Member who is the birth ~~mother~~ **mother-parent** of a newborn child is entitled to the following types of leave and supplementary top-up benefits.
- 38.4 The birth ~~mother~~ **mother-parent** is entitled to seventeen (17) consecutive weeks of Maternity Leave from the University. The Leave can commence up to twelve (12) weeks before the expected birth date, but no later than the actual birth date.
- 38.4.1 During the first one (1) week of leave (which is the waiting period for Employment Insurance benefits) the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member’s regular salary, providing the Member has provided proof of the EI decision for their application for EI maternity benefits.
- 38.4.2 During the remainder of Maternity Leave, to a maximum of sixteen (16) weeks, the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member’s regular salary, less any amount of EI maternity leave benefits for which the Member is eligible.
- 38.4.3 Further unpaid Maternity Leave of up to six (6) consecutive weeks will be granted where the birth ~~mother~~ **mother-parent** is unable to return to work for reasons related to the birth, as certified by a qualified medical practitioner.

- 38.5 The birth ~~mother-parent~~ is entitled to sixty-one (61) consecutive weeks Parental Leave from the University beginning immediately after the end of the Maternity Leave.
- 38.5.1 During the first ~~twenty-two (22) eighteen (18)~~ weeks of Parental Leave the University will pay the birth ~~mother-parent~~ a University supplementary top-up benefit equal to 95% of the Member's regular salary, less any amount of EI parental benefits for which the Member is eligible.
- 38.5.2 The remaining ~~thirty-nine (39) forty-three (43)~~ weeks of Parental Leave are without pay from the University, however the birth ~~mother-parent~~ may be eligible for continued Employment Insurance parental benefits during this period.
- 38.5.3 For the last week of Parental Leave, regardless of the length of Parental Leave chosen, the Member will receive from the University the equivalent of one (1) week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.
- 38.5.4 Where a Member is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the Parental Leave available under this Article is extended by:
- a) five (5) weeks where the Member has elected to receive the standard parental benefit of thirty-five (35) weeks, such that the total Parental Leave is extended to forty (40) weeks; or
 - b) eight (8) weeks where the Member has elected to receive the extended parental benefit of sixty-one (61) weeks, such that the total Parental Leave is extended to sixty-nine (69) weeks.
- 38.5.5 In special cases where a child has a physical, psychological or emotional condition certified by a qualified medical practitioner and requires an additional period of parental care, Parental Leave without pay may be provided for up to five (5) additional weeks beginning immediately after the end of the Parental Leave.
- 38.6 The birth ~~mother-parent~~ and co-parent as defined in s. 38.8 can share the sixty-one (61) weeks of EI parental benefits (69 weeks if eligible for EI Parental Sharing Benefit).
- 38.7 The total number of weeks of Maternity Leave with a University supplementary top-up benefit, Parental Leave with a University supplementary top-up benefit, and Parental Leave without pay for a birth-~~mother-parent~~ is limited to seventy-eight (78) weeks, unless extended under s. 38.4.3 and s. 38.5.5.

Parental Leave: Co-Parent

- 38.8 For the purposes of this Article, "co-parent" means the ~~birth father-parent~~ of a

newborn child or another person who is recognized by the birth ~~mother~~ **parent** of a newborn child as ~~her~~ **their** life partner and who will act as a parent in relation to the child, but excludes an adoptive parent. An Eligible Member who is the co-parent of a newborn child is entitled to the following types of leave and supplementary top-up benefits.

38.9 The co-parent is entitled to sixty-two (62) consecutive weeks Parental Leave of absence from the University that may be taken anytime within eighteen (18) months of the birth.

38.9.1 During the first one (1) week of leave (which is the waiting period for Employment Insurance benefits) the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member's regular salary, providing the Member has provided proof of the EI decision for their application for EI Parental Leave benefits.

38.9.2 During the remainder of Parental Leave, to a maximum of **twenty-one (21)** ~~seventeen(17)~~ weeks, the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member's regular salary, less any amount of EI parental leave benefits for which the Member is eligible.

38.9.3 Where a Member is required to serve the one-week waiting period for Employment Insurance parental benefits, for the last week of Parental Leave, regardless of the length of Parental Leave chosen, the Member will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.

38.10 Where a Member is eligible for Employment Insurance (EI) Parental Sharing Benefit, the duration of the Parental Leave available under this Article is extended by:

- a) five (5) weeks where the Member has elected to receive the standard parental benefit of thirty-five (35) weeks, such that the total Parental Leave is extended to forty (40) weeks; or
- b) eight (8) weeks where the Member has elected to receive the extended parental benefit of sixty-one (61) weeks, such that the total Parental Leave is extended to sixty-nine (69) weeks.

38.11 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 (5) additional weeks beginning immediately after the end of the Parental Leave.

Parental Leave: Adoptive and Intended Parents

38.12 An Eligible Member who is a parent of a newly adopted child **or a child born through surrogacy** is entitled to the following leave and supplementary top-up benefits.

Pre-placement Leave

- 38.13 An adoptive **or intended** parent is entitled to a maximum of six (6) weeks of pre-placement leave. The leave may be taken intermittently for adoption-related **or surrogacy-related** activities prior to the placement of the child. The leave shall be paid at a rate equal to 100% of the Member's regular salary.

Post-placement Leave

- 38.14 An adoptive **or intended** parent is entitled to take any unused pre-placement leave as post- placement leave, provided the parent is not also receiving EI benefits for parental leave. The post-placement leave must be taken immediately after the child is placed with the parent. The leave shall be paid at a rate equal to 100% of the Member's regular salary, less any amount of EI adoption benefits that the Member is eligible for. Where the Member is eligible for EI adoption benefits, they must provide proof of the EI decision for their application for the adoption benefit.
- 38.15 An adoptive **or intended** parent is entitled to sixty-two (62) consecutive weeks Parental Leave from the University that may be taken anytime within one (1) year after the child is placed with the parent.
- 38.15.1 During the first one (1) week of leave (which is the waiting period for Employment Insurance benefits) the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member's regular salary, providing the Member has provided proof of the EI decision for their application for EI parental leave benefits for a period of at least **twenty-two (22)** ~~eighteen (18)~~ weeks.
- 38.15.2 During the next **twenty-one (21)** ~~seventeen (17)~~ weeks Parental Leave the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member's regular salary, less any amount of EI parental benefits that the Member is eligible for.
- 38.16 The remaining **forty (40)** ~~forty-four (44)~~ weeks of Parental Leave are without pay from the University to be taken within eighteen (18) months after the child is placed with the parent; however, an adoptive parent may be eligible for continued EI parental benefits during this period.
- 38.17 Additional Parental Leave without pay may be provided to parents of an adopted child **or a child born through surrogacy** for a maximum of five (5) additional weeks, which can be taken in any combination before the commencement or after the end of Parental Leave. This additional leave may not be unreasonably withheld.
- 38.18 Where a Member is required to serve the one (1) week waiting period for Employment Insurance parental benefits, for the last week of Parental Leave, regardless of the length of Parental Leave chosen, the Member will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.

- 38.19 Where a Member is eligible for Employment Insurance (EI) Parental Sharing Benefit, the duration of the Parental Leave available under this Article is extended by:
- a) five (5) weeks where the Member has elected to receive the standard parental benefit of thirty-five (35) weeks, such that the total Parental Leave is extended to forty (40) weeks; or
 - b) eight (8) weeks where the Member has elected to receive the extended parental benefit of sixty-one (61) weeks, such that the total Parental Leave is extended to sixty-nine (69) weeks.

Employment Insurance Act and Supplementary Top-Up Benefits

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

Personnel Benefit Programs

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

the Member chooses to continue.

Further Leave of Another Type

- 38.22 An application for further Leave Without Salary, Sick Leave, Compassionate Care Leave, Compassionate Leave Without Salary, or Special Leave may be made prior to, during, or after the Maternity or Parental Leave (for birth and adoption). Any such application must be made in accordance with the provisions of the applicable Article governing that type of leave.

If an Eligible Member becomes ill or disabled while on Maternity, Parental, or Adoption Leave and it appears that the illness or disability may prevent them from fulfilling the purpose of the Maternity, Parental, or Adoption Leave the Member may apply to their Dean (University Librarian in the case of a Librarian) with supporting medical documentation to cancel or postpone the remainder of the leave and go on Sick Leave.

- 38.23 The Member is expected to request leave through the Chair of their Department (University Librarian in the case of a Librarian) in writing, **where possible** providing at least four (4) weeks notice.

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

- 39.1 The provisions of this Article will be interpreted to recognize the mutual interest shared by the Member and the University in promoting the health of the Member and in appropriately minimizing the adverse impact of the Member's illness or disability on the Member's career progress. Both parties share a mutual responsibility to cooperate in the processes set out in these sections.
- 39.2 Members are entitled to be accompanied by an Association representative to any meetings or informal discussions that take place in relation to processes or discussions arising from this Article pertaining to Sick Leave, Long-Term Disability, return to work and medical accommodation.
- 39.3 In this Article, "health practitioner" may include, but is not limited to: Physicians, Psychiatrists, Nurse Practitioners, Midwives, Psychologists, Counselors, Physiotherapists, Naturopaths, Chiropractors, Acupuncturists and Osteopaths. The determination of what an acceptable health practitioner is, for the purpose of providing medical information to the University in any given case, shall be made by the Worklife Consultant.

Eligibility for Sick Leave

- 39.4 Faculty Members holding Regular Academic Appointments and Librarians holding Regular Librarian Appointments are eligible for Sick Leave under this Article and are referred to as "Eligible Member" or collectively as "Eligible Members".
- 39.5 Faculty Members with Limited Term appointments of at least one (1) year in duration and 0.8 FTE or greater and Librarians with Limited-Term appointments of at least one (1) year in duration and 0.8 FTE or greater are eligible for Sick Leave under this Article.
- 39.6 Where the University has reasonable cause to believe that a Member is unable to undertake their Academic or Professional Responsibilities, in whole or in part, or to engage in their work in a safe or satisfactory manner due to illness or injury, the University may require the Member to provide the University with medical documentation indicating the Member is medically able to undertake their work in a safe and satisfactory manner. The University shall pay reasonable and customary fees charged by a health practitioner for providing the documentation. The University may require an independent medical report prepared by a physician or medical specialist nominated by the University, at the University's cost.
- 39.6.1 Where the University requires an independent medical exam (IME) report under s. 39.6, the University will provide paid leave to the Member, for the portion of duties which are being reviewed in the IME, until receipt of the IME report. If the Member refuses, or fails to attend, an IME appointment without just cause, the paid leave shall cease.

39.6.2 Notwithstanding s. 39.6.1 Sick Leave will commence on any established Date of Disability.

Commencement of Sick Leave, Salary and Benefits

39.7 When an Eligible Member becomes ill or disabled and is thereby unable to perform some or any of their Academic or Professional Responsibilities, the Eligible Member must inform their Chair (supervising Librarian in the case of a Librarian) as soon as possible (as per 39.10). ~~and provide suitable medical documentation.~~

39.8 Where Sick Leave is approved for an Eligible Member under this Article, the Member will remain on full salary and benefits during the period of approved Sick Leave.

Approvals for Sick Leave Periods

39.9 Sick Leave for the first month ~~two (2) weeks~~ of an Eligible Member's illness or disability may be approved by the Member's Chair or the supervising Librarian in the case of a Librarian.

39.10 Where an Eligible Member's inability to perform their Academic or Professional Responsibilities because of illness or disability extends beyond one (1) month ~~two (2) weeks~~ and is likely to continue, Sick Leave, supported by appropriate medical documentation from a health practitioner acceptable to the University may be approved by the Member's Dean or University Librarian who will inform the Chair or supervising Librarian of the approval.

39.11 The University may require an Eligible Member to provide medical reports to the University with regard to the Eligible Member's illness or disability as a condition of granting, continuing or extending, or ending Sick Leave. The University may require a medical report prepared by a physician or medical specialist nominated by the University, at the University's cost.

39.12 Sick Leave commences on the date when the illness or disability renders the Eligible Member unable to perform their Academic or Professional Responsibilities (Date of Disability). The University will require confirmation from the Eligible Member's health practitioner with regard to the Date of Disability.

39.13 Sick Leave with pay ends on the earliest of the date the Member returns to work fully, or the six (6) month anniversary of the Date of Disability.

39.14 During a graduated return to work, a Member shall receive Sick Leave pay to supplement what is earned for the graduated return to work such that salary during a graduated return to work during Sick Leave is equivalent to the Member's regular salary.

Work During Sick Leave

39.15 The primary obligation of an Eligible Member on Sick Leave is to regain their health to the extent possible. Responsibility for reallocating the Academic or Professional Responsibilities of an Eligible Member who has gone on Sick Leave rests with the

Member's Chair or supervising Librarian. The Chair, Dean, supervising Librarian or University Librarian, as appropriate, may consult the Member regarding the reallocation of responsibilities if the Member's health circumstances so permit.

- 39.16 Subject to s. 39.17, an Eligible Member on Sick Leave will not engage in Academic or Professional Responsibilities or perform other employment-related duties or responsibilities without approval of the Dean.
- 39.17 With the written approval of the Dean, an Eligible Member on Sick Leave may engage in Academic or Professional Responsibilities or perform other related duties and responsibilities for up to ninety (90) days without impacting the six (6) month eligibility period for Long-Term Disability.

Long-Term Disability

- 39.18 Faculty Members holding Regular Academic Appointments and Librarians holding Regular Librarian Appointments are eligible for Long Term Disability in accordance with the University's Long-Term Disability Plan and are referred to as "Eligible Member" or collectively as "Eligible Members".
- 39.19 Long-Term Disability (LTD) benefits, if approved, will commence six (6) months after the date an approved Sick Leave for the illness or disability begins (Date of Disability).
- 39.20 If, at the end of three (3) 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 (6) months from the date of the commencement of Sick Leave, an Eligible Member must submit an application for LTD Insurance benefits to the insurance carrier and notify the Member's Dean (University Librarian in the case of a Librarian) and the Work Life Consultant.
- 39.21 Where after six (6) months of Sick Leave, an Eligible Member is totally unable to perform any of their Academic or Professional Responsibilities because of illness or disability, the insurance carrier will make a decision on the application and will notify the Human Resources Department and the Eligible Member and the Human Resources Department will notify the Dean (University Librarian in the case of a Librarian). The Eligible Member will be placed on leave without pay as long as the full LTD benefits continue.
- 39.22 The primary obligation of an Eligible Member who is approved for LTD is to regain their health to the extent possible. An Eligible Member on Long-Term Disability is on leave without pay from the University and will not engage in Academic or Professional Responsibilities or perform other employment-related responsibilities without approval of the Dean.
- 39.23 If LTD is not approved by the insurance carrier, the Member must either return to work fully, or partially on a temporary basis, following provision of any medical evidence required under s. 39.34. Alternatively, with the agreement of the University, the Member will be placed on leave without pay while the Member seeks additional medical information for the purposes of appeal

- 39.24 The Member has the right to appeal a decision by the insurance carrier to not approve LTD under the plan terms.
- 39.25 When recommended by the insurance carrier, an Eligible Member who has partially regained their health is obliged in accordance with the LTD contract with the insurance carrier to engage in a program of rehabilitation or treatment that may include a graduated return to work.
- 39.26 When the insurance carrier recommends medical accommodations to facilitate a return to work, the accommodations must be in place prior to the commencement of the return to work.
- 39.27 LTD benefits, if approved, commence six (6) months from the date that the Eligible Member becomes ill or disabled (Date of Disability) as confirmed by the Member's health practitioner or other health practitioner acceptable to the insurance carrier.

Illness or Disability While on Leave

- 39.28 If an Eligible Member becomes ill or disabled while on Leave Without Salary, Political Leave, Compassionate Leave Without Salary, or Compassionate Care Leave the Member is not entitled to have the leave cancelled. Where it appears that the Eligible Member's illness or disability may be protracted or continue beyond the period of the leave, the Eligible Member must notify the Chair (supervising Librarian in the case of a Librarian) and the Work Life Consultant to establish the date of the beginning of the illness or disability for the purpose of making an application for LTD benefits, should such an application become necessary. If the relevant periods specified in s. 39.13 and/or s. 39.6.1 has not expired by the end of the period of leave, the Member will be placed on Sick Leave.
- 39.29 If an Eligible Member becomes ill or disabled while on Study Leave or Administrative Leave, and it appears that the illness or disability may prevent them from engaging in the Work Plan for the Study Leave or Administrative Leave, the Member may apply to their Dean (University Librarian in the case of a Librarian) with supporting medical documentation to cancel the remainder of the leave and go on Sick Leave.
- 39.30 Where an Eligible Member became ill or disabled while on a Study Leave or Administrative Leave and the remainder of the leave was cancelled under s. 39.29, the Eligible Member is entitled to a replacement Study Leave or Administrative Leave equal to the period of cancelled leave, provided that the Member can demonstrate that the Member has a viable project to pursue during the replacement leave. The Member will be entitled to a replacement leave as soon as practicable after the Member has returned to work, provided they are medically cleared to engage fully in the Study Leave, or Administrative Leave, at a time scheduled in consultation with the Member's Chair or supervising Librarian, as appropriate. A Member may apply to their Chair or supervising Librarian as appropriate, to have this replacement leave added to their next regular Study Leave.

Sick Leave After Normal Retirement Date

~~39.31 Eligible Members who work past their Normal Retirement Date will be entitled to Sick Leave in accordance with the terms of this Article subject to the limitations set out below.~~

~~39.31.1 No period of Sick Leave may extend for more than six (6) consecutive months;~~

~~39.31.2 Paid Sick Leave longer than two (2) weeks will be tracked beginning on the July 1 following the Member's Normal Retirement Date and will be limited to a total of six (6) months in any two (2) adjacent Academic Years. Where a Member is on Sick Leave at the time of their Normal Retirement Date, while the limit in s. 39.31.1 remains, only the period of the Sick Leave following July 1 will be tracked for the purpose of this section.~~

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

39.33 Where a Member past their Normal Retirement Date has exhausted paid Sick Leave, the Member may take Leave Without Salary for up to one (1) year.

Return To Work After Sick Leave or Long-Term Disability

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

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

39.36 Prior to return to work, the Member shall meet with their Chair or supervising Librarian to discuss a return to work plan and any work-related restrictions. The Member may seek the support of the Association. The Chair may seek the support of a Work Life Consultant and/or Faculty Relations Consultant. Where a work-related medical accommodation is required, the Chair and the Member shall consult with a Work Life Consultant as indicated in s. 39.44. The Member's return to work plan shall be documented and implemented as soon as possible after the Member is medically cleared.

39.37 On a temporary basis, a Member may return to work with a reduction of Academic or Professional Responsibilities, in order to meet a medical accommodation requirement for graduated return to work.

- 39.38 When a Member returns to full-time work from a period of LTD, the Member's salary will be adjusted in accordance with the *Procedures of the Vice-President Academic and Provost Regarding Salary Adjustments After Long-term Disability*, available on the web site for the Office of the Vice-President Academic and Provost. Salary adjustments will take into account the Member's FTE status.
- 39.39 A Member may return to work from a period of LTD only when they have provided evidence acceptable to the University and the insurance carrier that they are medically cleared to do so.
- 39.40 A return to work may take place in any term and at any point in a term.

Medical Accommodation

- 39.41 The University has the legal duty to accommodate Members with disabilities, including chronic illness and conditions that fluctuate in severity, in the manner and to the extent required by the British Columbia *Human Rights Code* and by law. The Parties agree that this means providing reasonable accommodation to Members who provide medical evidence of necessity, to the point of undue hardship if such accommodation will enable the Member to perform their Academic or Professional Responsibilities. Members will not be denied accommodation on the grounds that funds are not available.
- 39.42 The accommodation process will take into account both (a) the experience that Members with a disability have regarding the specific forms of support that will allow them to best perform their duties; and (b) other relevant expertise, provided by those with medical expertise and expertise regarding workplace accommodation, in determining appropriate accommodation. Members will be consulted in all decisions regarding their need for accommodation and are expected to participate cooperatively in order to achieve a timely and reasonable outcome.

Initial Procedures

- 39.43 A Member who needs medical accommodation shall first discuss their needs with their Chair or supervising Librarian. A Member has the right to have a representative of the Association present at this and any subsequent meetings regarding accommodation.
- 39.44 All parties involved in planning for an accommodation must consult with the Work Life Consultant. The Chair, or supervising Librarian, or Work Life Consultant may consult with a Faculty Relations Consultant, as needed. A Member has the right to consult with the Association at any time.
- 39.45 The Member has the responsibility to provide requested documentation relevant to the Member's ability to perform Academic or Professional Responsibilities to verify the need for medical accommodation and to assist in identifying the accommodation needed to the Work Life Consultant. Documentation acceptable to the University will be provided by an appropriate health practitioner and, when requested, by a medical expert in the field.

- 39.46 A medical accommodation plan shall identify all functional limitations identified by the treating health practitioner and the specific accommodations required. The plan shall refer to any relevant provisions in the Standard for the Unit. The Member, the Chair or supervising Librarian, and any consultants shall work to ensure the medical accommodation plan is implemented in a timely way.
- 39.47 A Member who requests a medical accommodation in order to perform Academic or Professional Responsibilities and provides the requested documentation in s. 39.45 will be granted an appropriate temporary accommodation or partial or full leave with pay until such time as the approved accommodation is in place. Such temporary accommodation or partial or full leave with pay will not be unreasonably denied.
- 39.47.1 The Parties shall make best efforts to develop and implement an agreed-to accommodation without unreasonable delay.

Medical Accommodations Requiring Modification of Terms and Conditions of Employment

- 39.48 Where the medical accommodation will represent a departure from the Workload described in the Unit's Standard, the Faculty Evaluation Policy, or the Libraries Evaluation Policy for a period of more than two (2) months, the medical accommodation must be approved by the Member's Dean or the University Librarian, as appropriate, and documented as a Reduced Workload or Alternative Workload arrangement.
- 39.49 Where the medical accommodation will represent a departure from this Agreement, the accommodation must be jointly approved by the Associate Vice-President Faculty Relations and Academic Administration and the President of the Association.

Record and Report of Medical Accommodations

- 39.50 Where a plan for accommodation of a Member has been agreed to by the Member and the Member's Chair or supervising Librarian and Dean or University Librarian, as appropriate, the Work Life Consultant will forward a copy of the medical accommodation plan to the Member, the Dean or University Librarian, the Chair or supervising Librarian, and the Association.
- 39.51 All personal information regarding a Member and the Member's medical accommodation plan will be treated in accordance with the University's obligations under the *Freedom of Information and Protection of Privacy Act* and in accordance with the University's *Protection of Privacy Policy* (GV0235).
- 39.52 The medical accommodation plan will be included in the Personnel File of the Member and is confidential as provided in s. 18.15 – s. 18.17 of the Agreement.

Disagreement

- 39.53 Where a Member and the Member's Chair or supervising Librarian cannot agree to a medical accommodation plan, the disagreement, together with all relevant

documentation, will be referred to the Director of Faculty Relations and Academic Administration within five (5) Working days of written notice of denial of the requested accommodation plan. The Director of Faculty Relations and Academic Administration will respond within ten (10) Working days. During any period of appeal, the University and the Member will continue to attempt to reach agreement. If agreement still is not reached, the decision of the Director of Faculty Relations and Academic Administration may be grieved.

39.54 If the Director of Faculty Relations and Academic Administration agrees that the matter should be referred to an independent consultant, the Director of Faculty Relations and Academic Administration and the President of the Association will select the independent consultant by agreement, at the University's cost. The independent consultant will 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 Director of Faculty Relations and Academic Administration and the President of the Association as to one or both of the following:

- a) whether the documentation provided is adequate to determine the appropriate level and type of accommodation;
- b) an assessment of whether the University is offering a plan that constitutes a reasonable accommodation plan in the case, including whether additional elements of the plan are required to adequately accommodate the Member.

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

39.56 The decision in s. 39.53 may be grieved by the Association and may be referred by the Association to arbitration within fifteen (15) Working days following notification of the decision. Arbitration will proceed in accordance with the provisions of Article 47 *Dispute Resolution* of this Agreement.

40. Employment Standards Act Leaves

40.1 Members are entitled to unpaid leaves provided by the *Employment Standards Act* (ESA) of British Columbia, or any successor legislation, in accordance with the legislation. Such leaves include:

- a) illness or injury leave (of the employee);
- b) maternity leave;
- c) parental leave;
- d) family responsibility leave;
- e) compassionate care leave;
- f) **caregiving**, critical illness or injury leave (of an employee's family member); and
- g) COVID-19 related leave.

40.2 The Member must provide the Dean or University Librarian with the medical certificate required by the ESA within a reasonable time.

40.3 Terms and conditions of employment of a Member on an *Employment Standards Act* Leave will remain unchanged during the leave. Upon returning to work, the Member will be placed in the position that the Member held prior to the leave with no loss of rights or benefits, and will receive all upward salary adjustments that the Member would have received had the Member been receiving salary and had been evaluated in accordance with s. 50.34.

NEW A 95% top-up of EI benefits for compassionate care and critical injury leave is provided for fifteen (15) weeks, including for the 1 week waiting period without EI benefits.

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

NEW During the first one (1) week of leave (which is the waiting period for Employment Insurance benefits) the University will pay the Eligible Member a University supplementary top-up benefit equal to 95% of the Member's regular salary, providing the Member has provided proof of the EI decision for their application for EI Compassionate Care or Critical Injury benefits.

NEW During the remainder of Compassionate Care or Critical Injury Leave, to a maximum of fifteen (15) weeks, the University will pay the Eligible Member a University supplementary top-up

benefit equal to 95% of the Member's regular salary, less any amount of EI Compassionate Care or Critical Injury leave benefits for which the Member is eligible.

44. Special Leave

44.1 The purposes for which Special Leave may be granted include:

- a) Where a person in the immediate family of a Member or the Member's partner suffers a serious injury or illness that requires the Member to be absent from the University or renders the Member unable to perform their responsibilities, the Member may request Special Leave for compassionate reasons.
- b) Where a person in the immediate family of a Member or the Member's partner dies, the Member may request Special Leave for bereavement.
- c) Where an Indigenous Member needs to be absent to attend an Indigenous ceremonial gathering or cultural activity in fulfillment of cultural obligations, **whether unexpected or annually scheduled**, the Member may request Special Leave.
- d) Special Leave may be granted in circumstances where other forms of leave are not applicable.

NEW 1 Approval of requests for Special Leave shall not be unreasonably withheld.

NEW 2 Indigenous Members may seek the support of the Associate Dean Indigenous, or in Units where there is no Associate Dean Indigenous, the Vice-President Indigenous, for all leaves under this Article.

- 44.2 Special Leave is **normally** limited to two-weeks and is with full salary and benefits. In exceptional circumstances, the Vice-President Academic and Provost (or the Vice-President Academic and Provost in consultation with the Vice-President Indigenous with regard to an Indigenous member) may approve a Special Leave longer than two weeks.
- 44.3 An application for Special Leave must be submitted to the Dean through the Member's Chair or University Librarian through the supervising Librarian in the case of a Librarian. Where an Indigenous Member is seeking leave under s. 44.1 c), the Associate Dean Indigenous shall provide a recommendation to the Dean and Provost.
- 44.4 The Chair and subsequently the Dean, in the case of a Faculty Member, or the supervising Librarian and subsequently the University Librarian in the case of a Librarian, will review each application for Special Leave **and make appropriate arrangements for coverage of the Member's academic responsibilities.**
- 44.5 A Member on Special Leave may apply for a Compassionate Care Leave, a Compassionate Leave Without Salary, or a Leave Without Salary following the end of this initial leave.
- 44.6 Applications for Special Leave **for more than two weeks** are considered by the Vice-President Academic and Provost who determines whether to approve the request after considering the recommendations of the Chair and the Dean, or supervising Librarian and University Librarian in the case of Librarians. Before denying a leave request under s.

44.1 c), the Vice-President Academic and Provost must consult with the Vice-President Indigenous.

46. Discipline

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

NEW In addition to Association representation, Members of Equity-deserving Groups have the right to a support person of their choosing in any process associated with this Article.

An Indigenous Member may attend with an Indigenous academic colleague, Elder, Knowledge Keeper/Holder or community member to support the Member and a representative of the Faculty Association.

NEW A Member from an Equity-deserving group may be accompanied by a Member or community member chosen by the candidate, and a representative of the Faculty Association. Only the Member and the Faculty Association representatives have the right to speak before the Committee on the behalf of a Member from an Equity-deserving group. Any accompanying Member or community member may attend in a support role and provide support through their presence; however, they shall not participate directly in the proceedings before the Committee. All participants are expected to uphold the confidential nature of the process and shall not disclose the content of any proceedings, submissions or deliberations which they attend.

Personnel File and Official Performance File

- 46.3 Where a written record of non-disciplinary Oral Discussion or any Letter of Expectations exists, it must be placed in a Member's Personnel File held in the Unit if it is to be referenced in formal disciplinary proceedings. Documentation referenced in a written record will be placed in the Member's Personnel File held in the Unit.
- 46.4 Except in the case of a suspension or a discipline related to sexualized violence, any record of Oral Discussion, Letter of Expectations or disciplinary action will be removed, or is deemed to have been removed, from a Member's Personnel File three years from the date of the document, provided there has been no further Oral Discussion(s), Letter(s) of Expectations, or disciplinary action related to the conduct of concern.
- 46.5 A Member's Official Performance File must not contain material or documentation arising from the application of this Article but such material may be used for the purposes, and within the limits, set out in s. 46.7.

Disciplinary Processes and Evaluation of

- 46.6 Disciplinary processes **that have been imposed under this Article** must be kept distinct from academic assessments such as those used in the processes of Reappointment, Continuing Appointment, Tenure, removal of probationary status, Promotion and

evaluation for biennial salary adjustments. Non-disciplinary processes as per s. 46.12 and s. 46.16, and investigation processes leading to these non-disciplinary processes, cannot be part of academic assessments.

NEW1 Non-disciplinary actions such as an Oral Discussions or Letters of Expectations will not be used in the assessment of a Member within the Processes for Reappointment, Continuing Appointment, Tenure, removal of probationary status, Promotion and evaluation for biennial salary adjustments, except regarding LOE's under the circumstances noted in [NEW2].

NEW2 In cases where LOEs were imposed as a result of an investigation that included relevant findings of fact, a brief summary of the evidence related to these findings of fact may be taken into consideration in promotion processes, in the Unit level and above for Members seeking promotion to Professor, Teaching Professor, Librarian III or IV if the following conditions are all met:

- a) The evidence is directly relevant to the evaluation criteria established under Article 25 (Evaluation of Members) as it pertains to the Member's specific appointment type. Any acknowledgement of this evidence shall serve a clarifying function and will demonstrate how the Member has utilized the non-disciplinary LOE process to support their development and the evaluation outcomes;
- b) The LOE was received by the Member within 3 years of the submission of the file;
- c) The Member can include in their promotion file their response to the LOE, as per 46.18;
- d) The Member and the Association are given written notice at least 20 working days prior to the deadline for the Member to submit their file for consideration, that the University is proposing to include a brief summary of findings of fact from an investigation that resulted in an LOE in the Member's promotion file.
- e) The Member agrees, after viewing the evidence to be placed in the file, and after having the opportunity to consult with Association representatives if they wish, that this evidence should be placed in their file. This material cannot be placed in their promotion file without the Member's consent. If the Member agrees to include the material in their file, it must be understood that this material will be placed in their file prior to the deadline for the Member to submit their file for consideration, so that Members will have the opportunity to address this material in their submission; and
- f) The Member is afforded all rights in accordance with the Collective Agreement, including without limitation in accordance with sections 30.27, 30.29, 30.30, 33.27, 33.28 and 33.42

- 46.7 The fact that an Oral Discussion, Letter of Expectations or any disciplinary action has been imposed under this Article cannot be considered in the assessment of a Member with regard to Reappointment, Continuing Appointment, Tenure, removal of probationary status, Promotion and evaluation for biennial salary adjustments. However, the Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian may determine that the evidence that supported the imposition of the disciplinary action may be taken into account if:

NEW Subsection the evidence is provided in a brief summary, agreed to by the Parties, of findings of fact;

- a) the evidence is directly relevant to the evaluation criteria under Article 25 *Evaluation of Members* for the Member's appointment;
 - b) the conduct resulting in the disciplinary action took place within the period for which the Member is being reviewed;
 - c) in accordance with s. 30.27 and s. 33.28, the Member is given written notice of the information that it is proposed be taken into account, with sufficient details to enable the Member to prepare a response; and
 - d) the Member is given the opportunity to present evidence by way of response, rebuttal or mitigation before the final assessment is made.
- 46.8 Where evidence is considered as provided for in s. 46.7, the assessment made must include a written statement of the weight that such evidence was given in the assessment and the effect that it had on the outcome. A copy of this statement must be given to the Member.
- 46.9 Where evidence is considered as provided for in s. 46.7, that evidence must not form part of the Member's Official Performance File.

University to Provide Information

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

Oral Discussion

- 46.11 Chairs, Directors, and supervising Librarians may have an informal discussion with a Member to raise concerns and/or attempt to resolve issues related to performance or conduct prior to an Oral Discussion, provided they have agreement of the Dean/University Librarian.

NEW1 Oral Discussions will only be used to provide formative and constructive feedback to a Member.

46.12 Where an issue is raised with respect to a Member's conduct, including conduct related to s. 46.38 a), unless it represents serious misconduct, the first step will be an Oral Discussion between the Member and the Member's Dean or University Librarian (in the case of a Librarian), who will keep a note of the fact that the discussion took place. 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.

NEW 1 When the University decides to propose an Oral Discussion, the Dean or University Librarian shall send a notice in writing to the Member, with a copy to the Association, identifying the alleged conduct or event that is to be discussed.

46.13 An Oral Discussion, including the making and retention of a note of that discussion, under s. 46.12 is not a disciplinary action and may not be made the subject of a grievance under this Agreement. **The note of that discussion shall be provided to the Member no later than ten (10) Working days following the Oral Discussion.**

46.14 A Member has the right to place a written response to the Oral Discussion on their Personnel File. The Association or University may refer to that response in any subsequent grievance. **The Dean or University Librarian shall consider the response before entering the record and note of the Oral Discussion into the Member's Personnel File.**

46.15 Any note of an Oral Discussion or response to an Oral Discussion on a Personnel File will be removed, or deemed to be removed, in accordance with s. 46.4, unless the conduct or performance of concern has continued during that period and further action under this Agreement has been taken.

Letter of Expectations

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

NEW1 Letters of Expectations will only be used to provide formative and constructive feedback to a Member.

NEW2 When the University decides to propose a Letter of Expectations, the Dean or University Librarian shall send a notice in writing to the Member, with a copy to the Association, identifying the alleged conduct or event that is to be discussed.

46.17 A Letter of Expectations is not a disciplinary action and may not be made the subject of a grievance under this Agreement. The Letter of Expectations will notify the Member that the letter will be placed in the Member's Personnel File. **The Letter of Expectations shall be provided to the Member no later than ten (10) Working days following the Letter of Expectations discussion.**

46.18 A Member has the right to place a written response to the Letter of Expectations in their Personnel File. **The Association or University may refer to that response in any**

subsequent grievance. The Dean or University Librarian shall consider the response before entering the Letter of Expectations into the Member's Personnel File.

- 46.19 Any Letter of Expectations or response to a Letter of Expectations in a Personnel File will be removed, or deemed to be removed, in accordance with s. 46.4, unless the conduct or performance of concern has continued and further action under this Agreement has been taken.

Investigation Leading to a Decision

- 46.20 Where the President, Vice-President Academic and Provost, or the Member's Dean or the University Librarian (hereafter the "Administrator") is satisfied that there may be concerns of inappropriate Member conduct, the Administrator or designate may undertake a preliminary review of the case for the purpose of determining whether an investigation is warranted. Such an exercise will be carried out in a discreet and timely fashion. This preliminary review is not an investigation, and the Administrator will take all reasonable steps to minimize the impact on the Member's duties and working environment.
- 46.20.1 Where the Dean of the Faculty of Graduate Studies is satisfied that there may be concerns of inappropriate Member conduct in relation to a graduate student, or breach of the Graduate Supervision Policy, the Faculty of Graduate Studies may undertake a preliminary review of the case for the purpose of determining whether an investigation is warranted. The report of the preliminary review will be provided to the Member's Dean who, in consultation with the Dean of the Faculty of Graduate Studies, will determine whether an investigation is warranted.
- 46.21 Provided the Administrator concludes that there are reasonable grounds to believe that a situation exists that may lead to disciplinary action against the Member, the University may undertake an investigation. An investigation conducted under this Article does not constitute a disciplinary action and is not grievable under this Agreement.
- 46.22 Any investigation will normally be initiated within twenty (20) Working days of the date the University received a complaint or, in the case of a University led complaint, of the date the University knew, or ought reasonably to have known, of an occurrence of the conduct or the event giving rise to potential disciplinary action.
- 46.23 When the University decides to initiate an investigation, the Administrator will send a notice in writing to the Member, with a copy to the Association, identifying the nature of the conduct or event that is being investigated and informing the Member that disciplinary action is being considered.

NEW 1 SUBSECTION (MOVED from 46.24) The notice shall specify the right of the Member to be accompanied to the meetings with the investigator by a representative(s) of the Association, and an Indigenous Member may elect to also be accompanied by an Indigenous academic colleague, community member, Elder or Knowledge Keeper/Holder.

NEW SUBSECTION (MOVED from 46.23) 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 (5) Working days from the commencement of the investigation and will be provided with a written explanation of the reason for any delay in notification.

- 46.24 ~~Once an investigator is identified, the University will give the Member notice of a meeting with the investigator.~~ The notice under s.46.23 will provide the Member the opportunity to raise objections to the choice of investigator based on Conflict of Interest or Reasonable Apprehension of Bias (as defined in Article 49) within five (5) Working Days. The University shall respond in writing to any objections to the investigator made by the Member and/or the Association. ~~The notice will specify the right of the Member to be accompanied to the meeting by a representative of the Association.~~ The Administrator may have a representative of their choice attend the meeting.
- 46.25 In exceptional circumstance, the notice under s.46.23 may contain notification to the Member relieving the Member of some or all of their duties and/or restricting them from campus pending the outcome of the investigation. Such steps may be taken only where the Vice-President Academic and Provost has reasonable grounds to believe failure to relieve the Member of these duties would result in a risk to the mental or physical health or safety of other members of the University community, to University property, or to University operations. The Vice-President Academic and Provost must consider all reasonable alternatives proposed by the Member or the Association. This relief of duties under this Section is not disciplinary and is not grievable under this Agreement. The relief of duties must be reviewed every twenty (20) Working days. The notice must state the date on which the relief of duties commences and when it is expected to end and provide an explanation of the reasons for the relief of duties. Any relief of duties under this Section shall be with pay.
- 46.26 The intent of the ~~meeting or meetings under s. 46.24~~ meetings with the investigator is to enable the Member to understand the investigation process and to understand and to respond to all of the allegations.
- 46.27 After the completion of the investigation, normally within sixty (60) Working days after the investigation was commenced, the Administrator (or designate) will send the investigative report (unless prohibited by law) to the Member with a notice in writing indicating whether or not disciplinary action is warranted, including any proposed discipline and the rationale for the proposed discipline. A copy of the notice and report will be sent to the Association. Anyone receiving the investigative report shall keep it confidential, but may provide it to advisors bound by confidentiality.
- 46.28 If the Administrator notifies the Member that in their opinion disciplinary action is warranted, a meeting will be scheduled, normally within fifteen (15) ~~ten (10)~~ Working days of the notice, to enable the Member to make submissions on the findings in the

investigation and the proposed discipline, before the discipline decision is finalized. The Association may waive this meeting in writing within two (2) Working days of receipt of the notice. The Member must be accompanied to this meeting by a representative of the Association. The Administrator is entitled to have a representative of their choice attend the meeting. Within ten (10) Working days of this meeting, the Administrator will provide their decision regarding discipline in writing to the Member, with a copy to the Association.

Disciplinary Action

46.29 Disciplinary action may be taken against a Member following an investigation either under s. 46.20 – s. 46.28 or under relevant University policy, only for just and sufficient cause and only in accordance with the provisions of this Section:

- a) disciplinary action will be commensurate with the nature of the Member's conduct;
- b) in any meeting attended by a Member who is subject to the provisions of this Section, the Member must be accompanied by a representative of the Association. An Indigenous Member may elect to also be accompanied by an Indigenous academic colleague, **community member**, Elder or Knowledge Keeper/ Holder; **Members of other Equity-deserving Groups have the right o a support person of their choosing;** and
- c) the processes regarding disciplinary action included in this Section will, subject to the provisions of s. 46.7 and s. 46.9, be kept distinct from academic assessments such as those used for purposes of Reappointment, Continuing Appointment, Tenure, removal of probationary status, Promotion and evaluation for biennial salary adjustments.

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

- a) require remedial training or other remedial measures;
- b) issue a written Letter of Reprimand;
- c) recommend to the Faculty of Graduate Studies that graduate supervision privileges be restricted, suspended or withdrawn;
- d) 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
- e) recommend to the President that the Member be dismissed.

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

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

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

Letter of Reprimand

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

Suspension

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

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

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

Dismissal for Just Cause

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

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

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

iii) serious and willful misconduct in the performance of Academic or Professional Responsibilities.

or

b) with regard to conduct not connected with Academic or Professional Responsibilities:

- i) a serious breach of the criminal law resulting in a conviction for an indictable offence; or
- ii) violent behaviour or threats of violence against a member of the University community; or
- iii) where professional standing (license, certification, registration) is an expressed condition of employment, removal of or failure to maintain such professional standing; or
- iv) serious or persistent breach of law or University policy such that the well-being of others or the operation of the University is put at risk.

46.39 Where the Administrator is satisfied that there is just cause to justify a recommendation to the President that the Member be dismissed and the President confirms this decision, a notice of intention to recommend dismissal will be sent to the Member with a copy to the Association. Before proceeding with dismissal, the Member may within a period of **ten (10) five (5)** Working days of the notice tender a written resignation which must take immediate effect.

46.40 Where the Dismissal for Just Cause is based on s. 46.38 a), dismissal of a Member in accordance with s. 46.38 shall not be initiated until after the steps of progressive discipline have been exhausted.

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

Dispute Resolution

Informal Resolution

- 47.1 Nothing in this Agreement prevents the Parties from using informal means to settle disputes. This may include an agreement to mediate or to use any other alternate dispute resolution method on which the Parties agree.
- 47.2 Members are encouraged to bring any disputes over the application or interpretation of this Agreement to their Chair, supervising Librarian, Dean or the University Librarian. Where the dispute relates to the Dean or University Librarian, the dispute may be referred to the **Executive Director Faculty Relations and Academic Administration**. All disputes must be raised 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, supervising Librarian, Dean or University Librarian, and **Executive Director Faculty Relations and Academic Administration** may also request another member of the administration to attend the meeting.
- 47.3 If informal resolution fails, the Association may submit a formal written grievance.

~~Filing a Grievance~~ Association Grievance

- 47.4 The Association must submit any grievance by written notice from the Association to the ~~Associate Vice President Faculty Relations and Academic Administration~~ **Executive Director Faculty Relations and Academic Administration**.
- 47.5 A Member 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 on behalf of a Member, including a question as to whether a matter is arbitrable.
- 47.6 A grievance must contain a brief written statement of the facts, a reference to the breach or inappropriate application or violation of the Agreement or applicable legislation, and a statement of the remedy sought.
- 47.7 The Association may submit a Policy Grievance on a matter where the Association and the University disagree about the application or interpretation of this Agreement.

University Grievance

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

Timelines

- 47.9 The following timelines apply to the filing of a grievance. The Parties may agree to extend these deadlines for a specific period.
- 47.9.1 A Policy Grievance must be submitted within sixty (60) Working days from when the Association knew or ought to have known that a disagreement about the application or interpretation of this Collective Agreement exists.
- 47.9.2 A Member Grievance alleging breach of this Collective Agreement must be grieved within the earliest of:

- a) sixty (60) Working days from when the Association knew or ought to have known of the breach; or
- b) one hundred twenty (120) Working days from when the Member knew or ought to have known of the breach.

47.10 Notwithstanding s. 47.9, s. 47.9.1 and s. 47.9.2, a grievance of any discipline for just cause must be submitted within ~~twenty (20)~~ thirty (30) Working days of the Association's receipt of notice of the decision.

47.11 ~~An authorized representative of each Party will meet within fifteen (15) Working days of the submission of the grievance to discuss and try to resolve it. Authorized representatives of each Party will have twenty (20) Working days from submission of the grievance to resolve it, which may include meetings or exchanges of correspondence. The responding Party must issue a response in writing to the grieving party by the end of this twenty (20) Working day grievance resolution process.~~

47.12 ~~If the representatives fail to reach a solution within 10 Working days of their first meeting, or if the representatives fail to meet within fifteen (15) Working days, then either the The Association or the University may refer the matter to arbitration within sixty (60) Working days of the date of the grievance from the conclusion of the grievance resolution process identified in s.47.11.~~ Referral of a grievance to arbitration beyond this timeline shall only occur on consent of the Parties and the grievance is otherwise deemed withdrawn.

47.13 All dates and timelines in this Article may be altered or waived by written agreement of the Parties. A request to extend the timelines shall not be unreasonably refused.

NEW Nothing in this article precludes the Parties from resolving a grievance before the deadline to file for arbitration.

Expedited Resolution

47.14 Either Party may refer a grievance to expedited arbitration or seek the services of a Special Officer pursuant to the *Labour Code*.

47.15 Prior to the exhaustion of the grievance process, the Parties may agree to use mediation, mediation-arbitration, or another resolution procedure acceptable to all Parties.

47.16 The mediator-arbitrator's decision will not set a precedent for the Parties.

Regular Arbitration Process

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

47.18 The Parties will appoint an arbitrator by agreement. If they cannot agree, the Collective Agreement Arbitration Bureau of the province will be asked to make the appointment.

47.19 As soon as possible, and no later than twenty (20) Working days after a matter has been referred to arbitration, the grieving party must submit the complete particulars of their case, including production of all documents in their possession that are relevant to the issues, and the names of

witnesses. The other party shall respond with a submission with the complete particulars of their case within twenty (20) Working days after receiving the particulars from the grieving party.

- 47.20 The arbitrator may call a pre-hearing conference on the request of either Party or on the arbitrator's motion to settle the questions to be answered in the arbitration, to obtain admissions or agreed statements of facts or to resolve any other issues prior to the hearing. The Arbitrator has the ability to order any party to produce particulars and any other relevant documents.

Academic Arbitration Process

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

Arbitration Hearing

- 47.25 The Parties to any arbitration will be the University and the Association as represented by the Vice-President Academic and Provost and the President of the Association or their designates.
- 47.26 Any hearing will be held in private. The grievor, the designated representatives of the Association, the University and their counsel or other advisors are entitled to attend the hearing.
- 47.27 Subject to prevailing law and the order of the arbitrator, each Party has the right to present evidence and make arguments to the arbitrator. Where oral evidence is heard, the Parties have the right to cross-examination of the other's witnesses.

- 47.28 The arbitrator may decide to admit evidence, whether or not included in the Parties' pre-hearing disclosure, as the arbitrator thinks fit.
- 47.29 Each Party will bear the costs of its own fees and expenses and the Parties will share equally the fees and expenses of the arbitrator.
- 47.30 The decision of the arbitrator is final and binding on the Parties, subject to legal rights of further review.
- 47.31 Where the grievance involves a matter of discipline, the arbitrator may dispose of the grievance in any way the arbitrator determines is just and reasonable, subject to the provisions of the *University Act*.

48. Conflict of Commitment (External Professional Activities)

- 48.1 External professional activity includes any activity whether paid or unpaid, which employs the Member's professional skill or arises out of their academic status, whether or not the activity is academic in nature or discipline-related.
- 48.2 External professional activity, whether paid or unpaid, does not include:
- a) serving as an external referee, examiner or reviewer for another academic institution;
 - b) editing an academic or professional journal related to the Member's academic discipline;
 - c) serving as a peer reviewer for a granting agency or publisher; and
 - d) serving in leadership positions in professional associations, community associations or boards, and as a member of community associations or boards.

NEW 1 Community-Engaged and Indigenous-Led Research and Scholarly and Professional Activity carried out by Indigenous Members which is integral to, and fully included within, the scope of their Academic and Professional Responsibilities.

- 48.3 Members have the right to engage in external professional activity provided that such activity does not conflict with their Academic or Professional Responsibilities.
- 48.4 Any academic appointment with another post-secondary institution or academic or research institute that, in combination with University of Victoria employment comprises of work equivalent to 1.25 FTE or more, whether or not remunerated, must be disclosed under the provisions of Article 49 Conflict of Interest and Reasonable Apprehension of Bias.
- 48.5 A Conflict of Commitment does not exist when a Member fulfills expectations in relation to their Academic or Professional Responsibilities **as defined in the Faculty or Librarians Evaluation Policy and/or Unit Standards.**
- 48.6 Members may use the University's resources or facilities for external professional activities in accordance with this Agreement and University policy provided such activities do not incur incremental costs or risk to the University, or interfere with the use of University resources or facilities for the purposes of the University. Any ongoing use of resources within a Department, Faculty or Library requires the written consent of the Dean, which shall not be arbitrarily withheld.
- 48.7 When a Member's outside activities involve incremental costs to the University, the use of resources shall be subject to the prior approval of the Dean. Costs for such facilities, supplies or services shall be borne by the Member at prevailing rates set by the University, unless the Dean agrees, in writing, to waive all or part of such costs.

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

49. Conflict of Interest and Reasonable Apprehension of Bias

- 49.1 This Article shall not be interpreted in a manner that restricts Members' rights under this Collective Agreement, particularly the Articles pertaining to Academic Freedom and Intellectual Property.
- 49.2 The existence of a Conflict of Interest involves two elements: the Member's or a related party's personal interest(s), and the Member's obligations to the University. Personal interests may include business, commercial or financial interest, as well as personal matters. A Member is obligated to act in support of the University's integrity and fundamental mission, which includes avoiding circumstances that may undermine public trust.
- 49.3 Since the possibilities for Conflict of Interest are almost limitless and cannot all be covered in procedures, Members are expected to exercise sound judgement and are responsible for seeking guidance where there is ambiguity as to whether a Conflict of Interest exists. The University will facilitate appropriate and confidential channels for those seeking guidance.
- 49.4 For the purposes of this Article:
- a) "Immediate family member" means a spouse, partner, child, parent, or sibling;
 - b) "Initial Reviewer" means the person designated under ~~s. 49.10 or s. 49.29~~ **NEW** to review an allegation of Conflict of Interest or bias, or a Reasonable Apprehension of Bias;
 - c) "Next level of authority" means: for a Faculty Member, the Chair; for a Chair, the Dean; and for a Librarian, the University Librarian;
 - d) "Person" includes a corporation where the Member is an officer or director or owns a controlling interest in the corporation;
 - e) "Reasonable Apprehension of Bias" has the meaning described in s. 49.30; and
 - f) "Research activity" means a Member's Research or Scholarly Activity as described in the Collective Agreement and the Member's Unit Standard.
- 49.5 This Article applies to the following activities:
- a) the participation of Members and others in any recommendation or decision or the process leading to such a recommendation or decision to which this Agreement applies;
 - b) the participation of Members in matters pertaining to the financial or property interests of the University;
 - c) the use of confidential information acquired by a Member in the course of their employment at the University that is personal information with regard to other

- employees of the University or information that was intended to remain confidential to the University;
- d) the participation of Members in research activity, including the submission of applications for research funding from any granting agency; and
 - e) the participation of Members in any University level committees, including, but not limited to, selection committees for positions named in s. 8.2.

NEW **The Initial Reviewer shall be designated in the following ways:**

- i) in the case of a Conflict of Interest involving a Department level process, the Initial Reviewer is the Chair, or the Dean where the Chair is in Conflict;**
- ii) in the case of a Conflict involving a Faculty level process, the Initial Reviewer is the Dean, or in the case of a the-Library, the University Librarian, or the Vice-President Academic or designate where the Dean or University Librarian is in Conflict;**
- iii) in the case of a Conflict involving a University level process, the Initial Reviewer is the Chair of the Committee. Where the Chair of the Committee is in Conflict the Initial Reviewer is the University Secretary or designate.**
- iv) in the case of a Reasonable Apprehension of Bias claim, the Initial Reviewer is the Dean, University Librarian, or their designate, with the exception that the designate may not be a Member;**
- v) In the case of a Reasonable Apprehension of Bias claim where the Dean or University Librarian is implicated or involved with the claim, the Initial Reviewer shall be the Vice-President Academic Provost or designate.**

49.6 In this Article, Conflicts of Interest are defined as real, perceived or potential situations in which an impartial observer might reasonably question whether actions or decisions taken by the Member on behalf of the University are influenced by considerations of private interest. In the research context, a Conflict of Interest includes a situation where financial or other personal considerations may compromise, or have the appearance of compromising, an investigator's professional judgment in conducting or reporting research. In the teaching context, a Conflict of Interest may include a situation in which course materials in use at the University are sold to a competitor or external tutorial or resource service. Members should consult with the University prior to selling course materials in use at the University. Course materials created for additional compensation or with substantial use of University resources that are sold commercially are subject to Appendix B: *Intellectual Property Policy* (GV0215). Publication or sharing for non-commercial academic purposes is not a Conflict of Interest.

49.7 A Conflict of Interest does not arise where Members participate in negotiations with regard to salary, benefits or terms of employment on behalf of the Association, themselves or other Members; or the interest of the Member and any benefit to the

Member is only as part of the advancement of the interests of the Member's Academic Unit or the University as a whole.

Obligation to Disclose

- 49.8 At the time a Member is required, for salary adjustment evaluation in the Member's Unit, to submit material related to the period of review, the Member must also submit a statement to their next level of authority identifying any actual or potential Conflict of Interest that might reasonably affect the Member's activities that fall within the scope of this Article. This statement (the "Disclosure Statement") will be contained in a separate document, be filed in the Member's Personnel File in the Unit, and will, except as required by this Article, be kept confidential.
- 49.9 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 twelve (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 their next level of authority. This certification must be signed by both the Member and their next level of authority.
- 49.10 A Member who becomes aware that the Member has an actual or potential Conflict of Interest not disclosed in a Disclosure Statement submitted in the past year must, as soon as is practical, take steps to deal with the conflict appropriately. These steps include:
- a) where the conflict involves an internal University process and is not of an ongoing nature, the Member discloses the conflict in writing to the Initial Reviewer and withdraws from the process as required in s. 49.17;
 - i) ~~in the case of a Conflict involving a Department level process, the Initial Reviewer is the Chair, or the Dean where the Chair is in Conflict;~~
 - ii) ~~in the case of a Conflict involving a Faculty level process, the Initial Reviewer is the Dean, or in the case of a Library, the University Librarian, or the Vice-President Academic or designate where the Dean or University Librarian is in Conflict;~~
 - iii) ~~in the case of a Conflict involving a University level process, the Initial Reviewer is the Chair of the Committee. Where the Chair of the Committee is in Conflict, the Initial Reviewer is the University Secretary or designate.~~
 - b) where the Conflict is of an ongoing nature, arises in the context of research, or constitutes a material change in the matters disclosed in the Member's last Disclosure Statement, the Member discloses the Conflict to their next level of authority and submits an amended Disclosure Statement.

Allegation of Conflict of Interest

- 49.11 Questions of Conflict of Interest, bias, or Reasonable Apprehension of Bias that pertain to processes for evaluations of a Member and are raised by the candidate are covered

by s. 30.15, s. 32.8 – s. 32.11, s. 33.11 – s. 33.12, and s. 33.47 and not by these provisions.

49.12 Where any person alleges in a signed statement that a Member's participation in any activity to which this Article applies gives rise to a Conflict of Interest, the allegation must be reported in writing, as required by s. 49.10. The Initial Reviewer will forward a copy of the signed allegation to the person alleged to have a Conflict of Interest, with an invitation to submit a response.

49.12.1 Where the Conflict involves an internal University process and is not of an ongoing nature, the Member alleged to have a Conflict of Interest may withdraw and there will be no further process to determine whether a Conflict of Interest actually exists.

49.12.2 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 may disclose the Conflict to their next level of authority and submit an amended Disclosure Statement.

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

49.13 Where an actual or potential Conflict of Interest has been disclosed or reported under s. 49.10, or s. 49.12.2, and the Member alleged to have a Conflict of Interest has not withdrawn under s. 49.12.1, the Initial Reviewer will determine whether a Conflict of Interest exists and appropriate measures to deal with that Conflict of Interest, including whether the Conflict of Interest prevents the Member from carrying out the activity giving rise to the Conflict or whether it can be carried out with appropriate safeguards.

49.14 In determining the appropriate measures to deal with a Conflict of Interest, the Initial Reviewer will consider any relevant factors, including, but not limited to:

- a) any possible harm to the University or its employees, officers or others acting on its behalf if the Conflict is allowed;
- b) any possible harm to the interest of students, clients of University services or others served by the University, if the Conflict is allowed;
- c) whether reasonable alternative arrangements are possible which do not create a Conflict of Interest or whether conditions may be imposed that would eliminate the Conflict of Interest;
- d) the consequences to the University, its reputation and future activities if the Conflict of Interest is or is not allowed;
- e) the educational, research, economic and other interest of the University;
- f) the degree to which the Conflict, where arising in the context of research, might compromise the researcher's professional judgment in conducting or reporting research; and

g) the rights and interests of the Member.

- 49.15 The factors to be considered under s. 49.14 must be interpreted in light of the guarantee of academic freedom provided to Members in Article 14 *Academic Freedom*.
- 49.16 In determining the appropriate measures to deal with a Conflict of Interest, the Initial Reviewer may request from the Member additional information that relates directly to and is necessary to assess and decide the issue; consult with others before making a decision; and impose terms and conditions as part of a decision allowing a Member to continue to participate in decisions or research in which a Conflict of Interest may be relevant.
- 49.17 Where the Initial Reviewer has determined that a Conflict of Interest exists and the appropriate measures for dealing with it, they will notify the Member in writing and will include any terms and conditions that the Member must follow. If the Member disputes the decision, the Member may appeal the matter to the next level of review, in the normal order (Chair's decision to Dean; Dean's decision to Vice-President Academic and Provost; University Librarian's decision to Vice-President Academic and Provost, Chair of University Committee's decision to the University Secretary) for a final decision. Nothing in this Article limits the rights of the Association to exercise its rights under Article 47 *Dispute Resolution* of this Agreement.

Where a Conflict of Interest Exists

- 49.18 Where a person has a Conflict of Interest that affects a decision in which they would have participated, that person will refrain from participating in making any recommendation or decision that directly and preferentially benefits their personal, financial or professional interest, or the personal, financial or professional interest of an immediate family member or of an individual with whom the person has or has recently had a personal, intimate relationship. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the Conflict will be discussed.
- 49.19 Without limiting the generality of the foregoing, unless specifically authorized by the Vice-President Academic and Provost or designate, after full written disclosure of the Conflict, a person will not, with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the person, or a member of the person's immediate family or of an individual with whom the person has or has recently had a personal, intimate relationship, has a material financial interest; or employ or otherwise engage, using University funds or funds administered by the University, an individual who is a member of the person's immediate family or with whom the person has or has recently had a personal, intimate relationship.
- 49.20 When a Member has been informed of a decision under s. 49.17 that prohibits the Member from carrying out a particular activity to which this Article applies or that

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

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

Protection of Members

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

Reporting

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

Reasonable Apprehension of Bias

- 49.28 A Member who believes they cannot make an unbiased decision in good faith shall withdraw from the decision-making process.

49.29 A Member who has an apprehension that another person who is a member of a University committee or a participant in a decision making process concerning the Member (other than the processes set out in s. 30.15, s. 32.8 – s. 32.11, s. 33.11 – s. 33.12, and s. 33.47) is either biased or has prejudged the issue to be determined may request, in writing, that the Initial Reviewer determine whether the Member's apprehension constitutes a Reasonable Apprehension of Bias. Where questions of bias are addressed in the Article articulating the decision-making process, the provisions of that Article apply.

NEW **Once the request is received, any addendums or additions to the request shall only be accepted at the discretion of the Initial Reviewer.**

49.30 A Reasonable Apprehension of Bias exists when a reasonable person, who is informed of the facts upon which the apprehension is based and without any knowledge of the character of the individuals other than their past or present relationship, would conclude that the Member's apprehension is a Reasonable Apprehension of Bias founded on facts. A determination that there is a Reasonable Apprehension of Bias does not mean that the person is in fact biased, nor does it require a determination that the person is in fact biased.

49.31 Where the Initial Reviewer receives a written request for a determination of whether there is a Reasonable Apprehension of Bias, the Initial Reviewer under s. 49.10 ~~will forward a copy of the request to the person about whom the apprehension exists and invite that person to submit a response.~~ **will notify the person about whom the apprehension exists and invite that person to receive a copy of the allegation and provide them with an opportunity to submit a response.**

49.XX Once submitted, the request is considered comprehensive.

49.32 The person about whom the apprehension exists may respond by withdrawing from the decision-making process **with or without accepting the invitation to receive a copy of the allegation or submitting a response** and there will be no further process to determine whether a Reasonable Apprehension of Bias exists. Further, a Member who withdraws from the decision-making process shall not participate in the making of any recommendation or decision or in the process leading to a recommendation or decision concerning the applicant or candidate (the Member) for a period of ~~one (1) year~~ **(2) two years. Where the person who withdraws acts in a supervisory capacity for the Member (e.g., is the Member's Chair, Supervising Librarian or Dean), the Member shall be provided with an alternative supervisor.**

49.33 Where a written allegation of apprehension of bias has been made and the allegation has not been resolved, the Initial Reviewer will determine whether there is a Reasonable Apprehension of Bias as defined by s. 49.30 within twenty (20) Working days of receipt of submissions from the Members making and responding to the allegation(s).

49.34 If a Member has made a written allegation of apprehension of bias that pertains to matters including their membership in an equity-deserving group, the Initial Reviewer

shall consult with EQHR to support a decision informed by relevant considerations of equity, diversity, decolonization, and anti-racism and shall indicate they undertook that consultation in their decision.

- 49.35 If a Member has made a written allegation of apprehension of bias that pertains to matters including their identity as an Indigenous Member, the Initial Reviewer shall consult with the Vice President Indigenous to support a decision informed by relevant considerations of equity, diversity, decolonization, and anti-racism and shall indicate they undertook that consultation in their decision.
- 49.36 The Initial Reviewer shall provide their decision, with reasons, in writing to all relevant parties.
- 49.37 Where it is determined that a Reasonable Apprehension of Bias exists, the person with regard to whom such apprehension exists will refrain from further participation in the making of any recommendation or decision or participating in the process leading to a recommendation or decision concerning the applicant or candidate. Refraining from participation means withdrawing from all or any portion of a meeting where the applicant or candidate will be discussed.
- 49.38 The determination of Reasonable Apprehension of Bias will be in effect for three (3) years unless at the expiry of this period, upon the application of a Member, the Initial Reviewer confirms that the Reasonable Apprehension of Bias continues to exist. Where the Reasonable Apprehension of Bias is found to be continuing, the determination of Reasonable Apprehension of Bias will be in effect for three (3) additional years.

Part 10: Compensation and Benefits

50. Salary

Application

- 50.1 The Parties recognize the value of a stable and predictable salary structure that provides a fair and competitive system of compensation to Members as a means of maintaining excellence within the University.
- 50.2 Members with a Regular Academic Appointment or a Regular Librarian Appointment are eligible to receive adjustments as outlined in s. 50.8 in accordance with this Article.
- 50.3 Members with Limited-Term appointments are eligible to receive adjustments under s. 50.8 a) and s. 50.8 c) in accordance with this Article.
- 50.4 The starting Hourly Librarian pay rate will be calculated at the Librarian I annual floor rate divided by 1820 hours, plus 6% in lieu of benefits and vacation entitlements. Pay rates for Hourly Librarians will be increased annually by General Wage Increases and pro-rated CPI as provided for in this Agreement.

Starting Salaries

- 50.5 Starting salaries are individually negotiated. Nothing precludes a salary offer above the level of the salary floor for the rank in question.
- 50.6 The salary floors for the ranks are as follows:

Rank	July 1, 2022	July 1, 2023
Lecturer	\$77,000	\$80,850
Assistant Teaching Professor	\$80,000	\$84,000
Associate Teaching Professor	\$94,000	\$98,700
Teaching Professor	\$112,000	\$117,600
Assistant Professor	\$80,000	\$84,000
Associate Professor	\$94,000	\$98,700
Professor	\$112,000	\$117,600
Librarian I	\$65,000	\$68,250
Librarian II	\$72,000	\$75,600
Librarian III	\$82,000	\$86,100
Librarian IV	\$90,000	\$94,500

Rank	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Lecturer	\$80,850	\$95,000	\$97,850	\$100,790
Assistant Teaching Professor	\$84,000	\$100,000	\$103,000	\$106,090

<u>Associate Teaching Professor</u>	\$98,700	<u>\$115,000</u>	<u>\$118,450</u>	<u>\$122,000</u>
<u>Teaching Professor</u>	\$117,600	<u>\$135,000</u>	<u>\$139,050</u>	<u>\$143,220</u>
<u>Assistant Professor</u>	\$84,000	<u>\$100,000</u>	<u>\$103,000</u>	<u>\$106,090</u>
<u>Associate Professor</u>	\$98,700	<u>\$115,000</u>	<u>\$118,450</u>	<u>\$122,000</u>
<u>Professor</u>	\$117,600	<u>\$135,000</u>	<u>\$139,050</u>	<u>\$143,220</u>
<u>Librarian I</u>	\$68,250	<u>\$75,000</u>	<u>\$77,250</u>	<u>\$79,570</u>
<u>Librarian II</u>	\$75,600	<u>\$90,000</u>	<u>\$92,700</u>	<u>\$95,480</u>
<u>Librarian III</u>	\$86,100	<u>\$110,000</u>	<u>\$113,300</u>	<u>\$116,700</u>
<u>Librarian IV</u>	\$94,500	<u>\$128,000</u>	<u>\$131,840</u>	<u>\$135,800</u>

Salary Adjustments

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

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

- a) General Wage Increases (GWI);
- b) any increase necessary to bring the Member to the floor of the rank to which the person is being promoted, based on their salary after application of s. 50.8 a);
- c) Career Progress Increment (CPI);
- d) Performance Pay Increment (PPI);
- e) Outstanding ~~Performance Achievement~~ Recognition (~~OPAR~~);
- f) Promotion Recognition Award (PRA); and
- g) any other adjustment designated in this Agreement.

Allocation of Salary Adjustments

50.9 The General Wage Increase (GWI) is not related to the evaluation of performance and shall be applied to every eligible Member's regular base salary. The value of the GWI for each year shall be as follows:

July 1 2025: increase all rates of pay by 3.00%

July 1 2026: increase all rates of pay by 3.00%

July 1 2027: increase all rates of pay by 3.00%

July 1: 2028: increase all rates of pay by 3.00%

~~July 1, 2022: increase all rates of pay by a flat rate of \$520 salary adjustment and a 3.2 % GWI.~~

~~July 1, 2023: increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.48 % and a maximum of 6.73 %, subject to the COLA MOU.~~

~~July 1, 2024: increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 1.59 % and a maximum of 2.59%, subject to the COLA MOU.~~

- 50.10 Where a Member has an appointment at Reduced Workload, the dollar value of any adjustment under s. 50.8 is reduced by multiplying the value of the increments awarded by the FTE value of the appointment.
- 50.11 Except for the Promotion Recognition Award (PRA) and the Outstanding Performance Recognition (OPR) which are one-time adjustments to base salary, salary adjustments made on the July 1 following the evaluation scheduled under s. 50.26 shall be applied again on the July 1 of the following year.

Increment Structure

- 50.12 Commencing with the evaluation process for adjustments payable on July 1, 2022 the following provisions shall govern career progress and performance-based increments.

Career Progress Increment (CPI)

- 50.13 A CPI recognizes career progress of a Member whose performance is judged to have satisfied the expected standard of career progress, as articulated in the Faculty Evaluation Policy and Standard for their Unit, relative to career stage, in the period of review. Subject to s. 50.17, all Members, including those whose appointment started subsequent to the end of the review period, will be awarded the CPI increment through the evaluation process, in accordance with s. 50.14 below.
- 50.14 The value of a Career Progress Increment is defined in s. 50.16 and is a function of rank, the number of years in an academic appointment since first appointment with eligibility for tenure or continuing appointment¹ or, in the case of Librarians with eligibility for confirmed appointment (or equivalent) at any university.

50.14.1 The first leave of fifteen weeks or more of any approved eligible leave of a Member shall result in the removal of one year from the calculation of their

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

'years since first appointment, as per tThe provisions of s.31.1. More generally, the provisions of s.31.1 shall apply for the purposes of determining Career Progress Increment Eligibility.

Eligible leaves are as follows:

- a) ~~Short term Sick Leave;~~
- b) ~~Long Term Disability;~~
- c) ~~Maternity, Parental or, Surrogacy or Adoption Leave;~~
- d) ~~Compassionate Care Leave; Employment Standards Act Leaves~~
- e) ~~Compassionate Leave without salary;~~
- f) ~~Special Leave;~~
- g) ~~Leave of Absence if the reason for the leave is consistent with the purposes of one of the above leaves.~~

50.14.1.1. When the date of first initial appointment is other than a July 1, the date of ~~initial~~ appointment used for the purposes of this section shall be the July 1 following the date of first initial appointment. ~~for the purpose of calculating eligibility under s. 50.16.~~

50.15 The term of any administrative appointment as Chair or Director for three years or more will be removed from the calculation of 'years since first appointment' for the purposes of Career Progress Increment eligibility. Where a Chair or Director is outside of the period of eligibility upon commencement of their term, they shall be eligible for CPI for the period of their term.

50.16

Rank	Eligibility Band *Years since first appointment under s. 50.14 ¹	Value as at July 1, 202 25	<u>Value as at July 1,</u> <u>2026 2027</u>
Assistant	0 - 7 years*	\$3400	\$3400 <u>\$3790</u>
Associate	Promotion to Associate - 17 years*	\$3100	\$3100 <u>\$3490</u>
Professor	Promotion to Professor – 28 <u>30</u> years *	\$2800	\$2800 <u>\$3190</u>

Rank	Eligibility Band *Years since first appointment under s. <u>50.14</u> ¹	Value as at July 1, 202 <u>25</u>	<u>Value as at July 1,</u> <u>2026 2027</u>
Librarian I, Librarian II	0 - 7 years*	\$3060 <u>\$3400</u>	<u>\$3400</u> <u>\$3790</u>
Librarian III	Promotion to Librarian III - 17 years*	\$2790 <u>\$3100</u>	<u>\$3100</u> <u>\$3490</u>
Librarian IV	Promotion to Librarian IV - 28 <u>30</u> years *	\$2520 <u>\$2800</u>	<u>\$2800</u> <u>\$3190</u>

50.17 Members who fall within the eligibility band for CPI but do not meet performance expectations relative to career stage will receive one half of the CPI value following evaluation. If, upon re-evaluation the following year, performance expectations are being met, the full value of the CPI will be awarded in the second year of the cycle. If, upon re-evaluation in the second year, performance expectations continue not to be met, no CPI will be awarded in the second year of the cycle. In a second or subsequent cycle where the Member continues not to meet performance expectations, no CPI will be awarded until such time as they meet expectations.

50.18 Career Progress Increments shall cease on the July 1 following the terminal year of a Member's Eligibility Band. Career Progress Increments can be resumed through Promotion to the next rank. All Career Progress Increments end after thirty (30) ~~twenty-eight (28)~~ years since first appointment under s. 50.14.

Performance Pay Increment (PPI)

50.19 The Performance Pay Increment (PPI) serves to recognize and reward performance which **substantively** exceeds expectations for performance relative to career stage as articulated in the Faculty Evaluation Policy and Unit Standard. **It is possible to exceed expectations in only one (1) category and receive PPI.**

50.20 Subject to s. 50.21, Members who are evaluated as "exceeding expectations" **in one (1) or more categories** shall be eligible to receive a Performance Pay Increment (PPI) to base salary in addition to CPI as follows:

PPI Values	Value as at July 1, 202 <u>25</u>	Value as at July 1, 2023
Faculty and Librarians	\$1500 <u>\$2000</u>	<u>\$2000</u>

50.21 The number of Performance Pay Increments (PPI) available for distribution is equal to the Member headcount for the Faculty/Libraries multiplied by thirty (30) percent. Faculties/Libraries are expected to distribute PPI to no more than 30 percent of the Member, taking into account pro-rata distribution among ranks and between Streams.

50.22 Notwithstanding s. 50.21, a pool of PPIs will be provided to each Dean/University Librarian equal to the Member headcount for the Faculty/Libraries multiplied by ten (10) percent. The Deans/University Librarian will use this pool to make PPI awards to eligible Chairs, Directors, and Supervising Librarians, and to award PPIs to persons who are not receiving PPI under s. 50.21, but whose evaluations in s. 50.35 and ranking in s. 50.36 are comparable to those awarded within s. 50.21.

Outstanding ~~Achievement Performance~~ Recognition (OAPR)

50.23 The Outstanding ~~Achievement Performance~~ Recognition (O~~APR~~) is awarded to Members in the Group evaluated who have an extraordinary accomplishment in the review period whether or not they received PPI. OPR shall be applied to base salary on the July 1 following the award.

50.23.1 Eligible Members who are awarded O~~APR~~ shall receive the amount of ~~\$2000~~\$2500. ~~Starting July 1, 2023, eligible Members who are awarded OPR shall receive the amount of \$2500.~~

50.24 The number of Outstanding ~~Performance~~**Achievement** Recognition (~~OPROAR~~) awards available for distribution by the Dean/University Librarian is equal to the Member headcount for the Faculty/Libraries multiplied by ten (10) percent. Faculties are expected to distribute (~~OPROAR~~) to no more than ten (10) percent of the Member headcount, taking into account pro-rata distribution among ranks and between Streams.

Promotion Recognition Award (PRA)

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

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

50.25.2 Eligible Librarian Members who are promoted to Librarian III or IV shall receive ~~\$5000~~ \$4000 to base salary. ~~Commencing July 1, 2023, eligible Librarian Members who are promoted to Librarian III or IV shall receive \$5000 to base salary.~~

Salary Evaluation Process

50.26 Biennially, the performance of eligible Members shall be reviewed, in accordance with this Article, for the purpose of identifying performance-based salary adjustments under s. 50.8 to be applied on the July 1 following, and, in the case of CPI and PPI, on the subsequent July 1.

50.27 Each Unit shall have a policy defining whether salary evaluation will be done by the Chair/Supervising Librarian or by a Salary Evaluation Committee and defining the collegial process through which such committees will be constituted. **Non-tenured Members shall not serve on a Salary Evaluation Committee. In the event that the Salary Evaluation Committee cannot be constituted without Non-tenured Members, the Chair may, in consultation with their Dean, recruit Members from other Units to serve on the Salary Evaluation Committee.**

New 1 Challenge to Composition of Salary Evaluation Committee

New 2 A Faculty Member who is undergoing salary evaluation may challenge the composition of the Salary Evaluation Committee on the grounds that:

(a) a member of the Committee has a Conflict of Interest; or

(b) the Faculty Member has a Reasonable Apprehension of Bias in relation to a member of the Committee.

New 3 A challenge under NEW 1 must:

(a) be made in writing to the Dean; and

(b) be submitted within ten (10) Working Days of the Faculty Member being advised of the composition of the Committee, or of any change in the composition of the Committee.

New 4 Where a Faculty Member does not raise a challenge within the time limits set out in NEW 3

(a) the Dean may refuse to consider the challenge;

(b) any subsequent decision-maker may refuse to consider the challenge; and

(c) the salary evaluation decision shall not be grieved on the grounds of Conflict of Interest or Reasonable Apprehension of Bias related to the Committee's composition.

New 5 Within five (5) Working Days of receiving a written challenge under NEW 2 the Dean shall determine whether the challenge warrants a change in the composition of the Committee.

Before making this determination, the Dean shall invite written submissions from:

(a) the Faculty Member;

(b) the Chair of the Department; and

(c) where applicable, any individual whose membership on the Committee has been challenged.

Each party invited to make submissions shall have two (2) Working Days to respond to the Dean's request.

New 6 While the Dean is considering a challenge under this Article, the Salary Evaluation Committee shall not discuss or deliberate on the Faculty Member's salary evaluation.

New 7 Where the Dean determines that the composition of the Salary Evaluation Committee should be changed on the grounds set out in NEW 2 the Dean shall direct the Department to replace the Committee member.

50.28 The Chair/Supervising Librarian and all committee members must have received University designated mandatory training in effective employment equity practices and current institutional expectations with respect to equity, diversity, inclusion, anti-racism, Indigenization and decolonization prior to the commencement of the committee's work.

50.29 Before finalizing the evaluation of a Member who has declared they are a member of an equity-deserving group, the Committee/Chair/Supervising Librarian shall review the

evaluation to ensure that they have applied the principles of equitable, unbiased evaluation.

50.30 At least **five (5) working** ~~thirty (30)~~ days prior to the Unit's deadline for submission of salary evaluation materials, Indigenous Members may request that the Chair/Supervising Librarian consult with the Associate Dean, Indigenous for their Faculty in the review and evaluation of the Member's performance.

50.31 The Faculties **and** 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 <u>Health</u>	Humanities
Libraries	Law
Social Sciences	Medical Science
	Science

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

50.32 The Chair/Supervising Librarian, or Salary Evaluation Committee, will review a Member's performance in accordance with the following rules:

50.32.1 Faculty Members are evaluated based on performance over the four years of service preceding January 1 of the year in which the Faculty Member is evaluated or, in the case of persons hired into an eligible appointment within the review period, since the start date of the eligible appointment.

50.32.2 Librarians are evaluated based on performance over the two years of service preceding January 1 of the year in which the Librarian is evaluated;

50.32.3 where a Member has been on approved leave, except Leave Without Salary, or Study, or Administrative, or Special Leave, for more than one teaching term for Faculty Members or four months for a Librarian during the period of review, the review period is extended backward by one year;

50.32.4 where a Member has been on Leave Without Salary, the period of review will not be adjusted and will be the same as provided in s. 50.32.1 or s. 50.32.2, as applicable; or

- 50.32.5 where a Member has an Alternative Workload or Reduced Workload under this Agreement, or where the Member has not been employed at the University for the entire review period, quantitative expectations in the assessment shall be adjusted pro-rata.
- 50.33 Each Member shall provide an updated curriculum vitae, any summative peer reviews ~~of teaching course reviews~~ done during the evaluation period and a brief summary of accomplishments in a format, and by a date, identified in the Faculty/Libraries Evaluation Policy. Each Member shall meet with their Chair/Supervising Librarian to discuss their accomplishments during the review period. **As per NEW1 under 13.15, they will also discuss their Normal Workload and any concerns that it may exceed Normal Workload for the Unit.** The Member and the Chair/Supervising Librarian may agree to a discussion format other than an in-person meeting where warranted. In the case of tenure-track faculty, this discussion can occur during the Annual Review meeting under s. 26.2.
- 50.34 Where a Member is on leave and cannot arrange a discussion with the Chair/Supervising Librarian, the Member (except a Member on Sick Leave or Long Term Disability) will be invited to submit material for the salary evaluation on the due date. If the Member cannot or chooses not to submit this material on the due date, or the Member is on Sick Leave or Long Term Disability, then, the Chair/Supervising Librarian will make an assessment based on the most recent materials available and give notice to the Member in writing. The Member will have fifteen (15) Working days in which to raise an objection and provide materials in support of the objection. The Chair/Supervising Librarian will consider the objection and materials and will make a recommendation to the Dean/University Librarian.
- 50.35 Following the discussion, and based on the Chair/Supervising Librarian's review of the Member's performance in relation to criteria and expectations set out in the Faculty/Libraries Evaluation Policy and Unit Standard (as applicable), the Chair/Supervising Librarian shall assess the Member's performance for each area of Academic or Professional Responsibility, as one of:
- a) "meets expectations" indicating the Member is progressing as expected in their career based on expectations for the rank;
 - b) "does not meet expectations" indicating the Member is not progressing as expected in their career based on expectations for the rank; or
 - c) "exceeds expectations" indicating the Member not only "meets expectations" ~~in all areas of Responsibility~~ but is performing at a level that is substantively higher than expected **for the rank in at least one area of Responsibility.**
- 50.36 The Chair/Supervising Librarian shall forward to the Dean/University Librarian a report of the recommended assessment under s. 50.35 for each Member, ranked in order of performance (highest to lowest).

- 50.36.1 The Chair/Supervising Librarian may nominate a Member who has been assessed as “exceeds expectations” in any area of Academic or Professional Responsibility for an Outstanding Performance Recognition award by providing the Dean/University Librarian with a memo outlining the rationale for the recommendation and any supporting documentation.
- 50.36.2 For any Member assessed as “does not meet expectations”, the Chair/Supervising Librarian shall provide the Dean/University Librarian **and the Member** with a memo outlining the performance concerns which support the assessment and any supporting documentation.
- 50.37 The Dean/University Librarian shall receive and review the Chairs’/Supervising Librarians’ assessments and shall make recommendations for salary adjustments for each Member. The Dean shall evaluate the Chairs within their Faculty and recommend assessments in each category.
- NEW. The Dean/University Librarian shall evaluate and make recommendations on the recipients, whether or not nominated, of the Outstanding Achievement Recognition (OAR) awards for the Faculty/Libraries based on the distribution in s. 50.24. The Dean/University Librarian shall notify the Vice-President Academic and Provost of their recommendations, seeking approval of the assessments and OAR awards no later than May 1 in their scheduled year of evaluation.**
- 50.38 Before a Dean or the University Librarian forwards to the Vice-President Academic and Provost biennial salary recommendations or an in-cycle re-evaluation that would result in a CPI being reduced, the Member will be given a written statement of the reasons for not awarding full CPI and shall be given an opportunity to discuss that statement with the Dean/University Librarian.
- NEW1 Members who have been assessed as “does not meet expectations” may elect to submit a written statement to the Dean/University Librarian that outlines a plan to improve their performance or may elect to work with a peer mentor in collaboration with their Chair. The assigned mentor must be acceptable to the Member. In the year following the review, the Member and the mentor will meet to discuss opportunities for the Member to work towards meeting expectations in the area of concern. BPoC Members may choose to also request mentorship by the BPoC Advisor or a BPoC Outreach leader, and Indigenous Members may choose to also request that an ADI provide mentorship or identify an appropriate Indigenous mentor.**
- NEW subsection In the event that a suitable mentor is not found, the Member will provide the written plan as described in NEW 1 within six months following the review.**
- 50.39 Following approval by the Vice-President Academic and Provost, the Member shall be notified of their assessment and of any salary adjustments awarded.
- 50.40 After the Member receives their salary evaluation the Member may request a meeting with the Chair/Supervising Librarian, no later than the following August 30, for the

purpose of discussing their evaluation. The meeting shall occur within twenty (20) Working days following receipt of the request. At this meeting the Chair/Supervising Librarian shall respond to the Member's questions to the best of their ability. Grievance timelines as identified in s. 47.9 will begin from the date the Member and Chair/Supervising Librarian met.

Supplementary Salary Amounts

- 50.41 The Vice-President Academic and Provost may authorize a Unit to offer a market supplement as a recruiting measure or a retention adjustment to secure the retention of a Member.
- 50.42 The amount and terms of a market supplement will be stated in an offer letter to a candidate for an appointment. A market supplement may be a permanent salary increase or may be of a limited duration, in which case it may decline during the payment period, and may be renewable. A market supplement does not form part of a Member's regular base salary, but it is included in a Member's salary for the purpose of all benefits and Study Leave salary calculations.
- 50.43 A retention adjustment is added to the regular base salary of a current Member without any time limitation. The letter informing the Member of the retention adjustment will include the procedure to be followed in the calculation of the Member's salary when the Member is promoted, if that promotion involves a raise to the salary floor of the rank to which the Member is being promoted.
- 50.44 When a Dean or the University Librarian submits recommendations for the evaluation process to the Vice-President Academic and Provost, the Dean/University Librarian will review the salaries in their Unit to determine whether there are any issues arising for any Members arising from salary compression, systemic discrimination in relation to Members from equity-deserving groups, or other anomalous situations, based upon a comparison with salaries across the Unit, and will submit a report to the Office of Faculty Relations and Academic Administration making any recommendations for changes.
- 50.45 A Member may submit a request for salary anomaly review to their Dean/University Librarian within sixty (60) calendar days of receipt of their salary notice in s. 50.39. The Dean will consider the submission in their review of anomalies under s. 50.44 and the Member will be notified of the decision by November 30.
- 50.46 Decisions not to award full CPI, PPI or PRA are grievable. Decisions to award or not award OPR are not subject to grievance or appeal.

Overpayment Recovery

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

- a) Correction may be made within two months of **the University becoming aware of** the overpayment, upon notice to the Member in advance of the adjustment. Where a one-time payroll adjustment creates a significant financial hardship for the Member, the University will consider a request for a schedule of recovery.
- b) Any corrections past two (2) months will require the University to notify the Member in writing, with a copy to the Faculty Association specifying:
 - i) the amount of overpayment claimed;
 - ii) a general description of the situation which gave rise to the claimed overpayment;
 - iii) a detailed calculation of the claimed overpayment;
 - iv) the intended schedule of recovery;
 - v) the Member's right to consult with the Faculty Association.
- c) Any dispute with the recovery schedule must be made within five (5) Working days. Unless resolved informally, the University may commence a grievance.
- d) Notwithstanding the foregoing, if the Member voluntarily terminates employment with the University before full recovery is accomplished, complete recovery may occur to the extent possible through payroll to end-of-employment.

51. Benefits

- 51.1 The University provides Members with the following benefits programs:
- a) extended health benefits;
 - b) dental plan;
 - c) pension plan;
 - d) group life insurance plans;
 - e) long-term disability plan; and
 - f) travel accident insurance.
- 51.2 During a period of approved Leave Without Salary, Political Leave or Compassionate Leave Without Salary, a Member may continue any or all of University personnel benefits by assuming the total cost thereof including the University's contributions, to a maximum of 12 months. Contributions may be paid in advance or on the normal monthly basis. The share of the costs normally borne by the University may be paid either directly by the Member or by another employer if the Member has obtained the agreement of another employer in a form satisfactory to the University.
- 51.3 Any change to the provisions of a particular benefit listed in s. 51.1 (excluding the jointly trusteed Pension Plan), or change to the level of benefit provided will not be made without approval of both the University and the Association.
- 51.4 Long-term Disability coverage and Long-term Disability benefits will cease at the Member's Normal Retirement Date (NRD), and basic life insurance will be reduced to one times annual salary at the Member's NRD.
- 51.5 Pension contributions from both the Member and the University will cease at the age set by statute and the Member must begin to draw pension in accordance with the statutory rules, at that age.

Professional Expense Reimbursement

- 51.6 Professional Expense Reimbursement (PER) enables eligible Members to enhance knowledge and skills by attending conferences and seminars, engaging in professional development activities and acquiring property and services that enable Members to undertake Academic and Professional Responsibilities.
- 51.7 Eligible Members are entitled to a Professional Expense Reimbursement up to the limits set by the Vice-President Academic and Provost from time to time.
- 51.8 Eligible Members with Reduced Workload will receive Professional Expense Reimbursement funds pro-rata to their FTE.

- 51.9 An eligible Member who has retired may draw on their residual funds for a period of one year post-retirement, but shall not accrue additional entitlement from date of retirement.
- 51.10 Professional Expense Reimbursement may be claimed by eligible Members in accordance with the applicable University policy for *Professional Development Expenses* and associated procedures.

Travel Expense Reimbursement

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

Tuition Benefit

- 51.12 The Association will administer a fund to provide a tuition benefit program for faculty members and librarians and their dependants who are taking degree credit courses at the University of Victoria.
- 51.13 The University shall place \$250,000 in an account designated as the Faculty Association Tuition Benefit Fund ("the Fund") on or before July 1 each year.
- 51.14 The Faculty Association shall develop terms of reference for Members to access the Fund, including criteria for eligibility, an application process, and an adjudication process to be undertaken by the Faculty Association. The Faculty Association shall inform the University of the terms of reference, and any changes made to these terms.
- 51.15 The Fund may only be accessed in respect of tuition for degree credit courses at UVic taken by a faculty member, librarian or their dependant.
- 51.16 Annually, by an agreed-to date, the Faculty Association shall invite, receive and adjudicate applications for tuition support from faculty members, librarians.
- 51.17 Annually, by an agreed-to date, the Faculty Association shall provide, in respect of each successful applicant, the data necessary for the university to transfer funds from the Fund to the tuition account of the successful applicant.
- 51.18 Any unspent funds in the Fund ~~may~~shall be carried over. The Fund may not be overspent.

NEW **The Faculty Association shall administer the terms of reference, application and adjudication process, and tuition benefits for excluded faculty members and librarians on the same terms and conditions as Members. The Faculty Association shall provide the University with the draft terms of reference for consultation and feedback before any changes made to these terms.**

NEW **The cost of the tuition benefits paid to excluded faculty and librarians shall not be paid by the Fund and shall be fully paid by the University annually upon receipt of the recipient's list and benefit amount.**

52. Vacation and Holidays: Faculty and Librarians

Faculty Vacation and Holidays

- 52.1 Each Faculty Member is entitled to one month of vacation in each Academic Year. Vacation shall be arranged between a Faculty Member and the Chair for a time that does not impact assigned Academic Responsibilities.
- 52.2 Where a Faculty Member wishes to take a contiguous vacation period of one month and the normal scheduling of their Teaching does not enable a contiguous period, the Faculty Member shall notify the Chair at least one month in advance of the notification of the proposed Teaching assignment in s. 13.26 and in no case later than two weeks after notification of the proposed Teaching assignments under s. 13.23. The Chair shall ensure Teaching is scheduled such that there is a period of one month free of Teaching during which the Faculty Member may take vacation.
- 52.3 There shall be no remuneration in excess of the annual salary in the event that the Member chooses to work through all or part of their vacation period.
- 52.4 Unused vacation cannot be carried over from Academic Year to Academic Year, unless it is necessary for the operation of the Academic Unit, and is approved by the Dean.
- 52.5 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University: any day declared as a holiday by the President or as a statutory holiday by the federal or provincial authorities, and any other day on which the University premises are declared closed by the President or Vice-President Academic and Provost.

Librarian Vacation and Holidays

- 52.6 The basic vacation entitlement for a Member with Regular Librarian Appointment is:
- a) 22 working days in the first through the fifth year of continuous service; and
 - b) 25 working days in the sixth year of continuous service and thereafter.
- 52.7 These entitlements will be prorated for appointments of less than 1 FTE.
- 52.8 The number of vacation days for which a Librarian is eligible will be accrued monthly from January 1 of each calendar year and be pro-rated for part-year service. Entitlements will increase on Librarians' fifth anniversary date. The accrued total at the

end of a calendar year (less any vacation days taken during the calendar year) will be carried forward to the next calendar year **to a maximum total of 30 vacation days, not including carryover accrued during Maternity, Parental, Adoption and Surrogacy Leave, Sick Leave, and Study Leave, and long-service vacation.**

52.9 Basic vacation entitlement will be taken by December 31 of the year following the year in which it was earned unless otherwise agreed.

52.10 The University recognizes long service of Librarians with Regular Appointment with supplementary vacation entitlements, to be granted once in each five-year period after becoming eligible as follows:

- a) after ten (10) years, five (5) working days;
- b) after fifteen (15) years, ten (10) working days;
- c) after twenty (20) years, fifteen (15) working days; and
- d) after twenty-five (25) years and every five (5) years thereafter, twenty (20) working days.

52.11 Long service vacation must be used within five years after it is awarded, and if not used during that period, it will be forfeited.

52.12 Librarians will schedule their vacations after consultation with and approval by their supervisors, who will ensure that an annual vacation record for each Librarian is maintained.

52.13 Vacation may not be taken in such a way as to interfere with scheduled Professional Responsibilities.

52.14 In addition to paid vacation, the following holidays shall be granted on the day on which the holiday occurs or is celebrated by the University: any day declared as a holiday by the President or as a statutory holiday by the federal or provincial authorities, and any other day on which the University premises are declared closed by the President or Vice-President Academic and Provost.

Part 12: Chairs and Directors

54. Chairs and Directors

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

Composition of the Chair Search Committee

- 54.2 At least six months in advance of a Chair position becoming vacant, or immediately when a Chair term ends unexpectedly, the Dean will constitute a Chair Search Committee from within the Department in accordance with the departmental policy identifying the composition of the Chair Search Committee. Any revisions to the policy shall be ratified by the Members and approved by the Dean.

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

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

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

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

Role of the Committee

- 54.3 The Committee shall comply with s. 32.3 e) to g), s. 32.4 and s. 32.5 in its selection of a Chair.

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

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

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

- a) determine its process in advance, including how short lists will be formulated, the elements of a site visit, and the methods of assessment and selection;
- b) communicate the process to the Department and keep them advised of progress;
- c) keep minutes of its decisions and actions;
- d) seek the names of candidates from within the Department;

- e) confirm the willingness of candidates to serve;
- f) solicit and receive applications;
- g) interview short-listed candidates;
- h) arrange for members of the Department to give feedback on short-listed candidates;
- i) determine the most suitable candidate based on the qualifications, criteria and ability to successfully undertake the duties described in this Article; and
- j) recommend the most suitable candidate to the Department or where there is no suitable candidate, to declare a failed search.

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

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

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

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

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

Qualifications

54.7 An internal candidate for the position of Chair must hold a Tenured faculty appointment at the University, have an academic qualification as described in s. 21.3(a), and have an established and ongoing record of scholarly achievement, **and can meet the qualifications and criteria outlined in 54.3.1.**

~~54.7.1 Further to s. 54.7, any recommendation to appoint a Teaching Stream Member as Chair or Acting Chair will require that the Department and Dean be satisfied the~~

~~candidate has the expertise and ability to properly engage in the evaluation of Research within the discipline(s) of the Department. This determination will normally be made when the Search Committee is assessing potential candidates for the position.~~

- 54.8 An external candidate for the position of Chair must be eligible to hold a Tenured faculty Research Stream appointment at the University and have an established record of scholarly achievement **and meet the qualifications and criteria determined in 54.3.1.**
- 54.9 In a professional program, the Chair may be expected to hold the appropriate professional qualifications and be able to maintain the professional standing, regulatory approval and/or accreditation of the program.
- 54.10 The Chair should have the ability to maintain the confidence and cooperation of the Department and to provide leadership in the pursuit of Teaching and Research excellence; to promote equity, diversity and inclusion; to uphold and foster collegial governance with the Department, and the Dean's Office, and other administrative units of the University; to advocate for and support Members, staff and students in their work; and to effectively and efficiently manage the Department's administrative affairs, exercising good judgment in decision-making. The Chair should have high level interpersonal skills, good judgment, be consultative and collegial, and have a proven record of success as a leader.

NEW HEADING Training, Support and Workload

NEW7 A new Chair shall not be required to take on any assigned teaching in their first year to engage in training and become familiar with relevant processes and procedures.

Duties of the Chair

- 54.11 The Chair reports to the Dean of the Faculty.
- 54.12 The Chair may delegate some duties to committees established in the Department or to another Faculty Member with administrative responsibilities, but the Chair remains responsible for the delegated work.
- 54.13 The Chair has a special responsibility to exercise leadership in collegial governance within the Department. This includes the duty to:
- a) foster practices of openness and transparency in Departmental governance; and
 - b) demonstrate leadership in equity, diversity, inclusion, anti-racism and decolonization, including by participating in University designated mandatory training in effective employment equity practices; and
 - c) uphold and promote employment equity policy and goals within the Department; and
 - d) address professional conflicts and Conflict of Interest in a timely fashion as they arise.
- 54.14 The Chair has primary responsibility to provide academic, operational and administrative leadership to the Department, in particular the encouragement of excellence in Teaching, Research and Scholarly Activity and Service within the Department. This includes the duty to:

- a) advance the interests of the Department in accordance with the goals of the Faculty and the University including through service on committees, participation in formal and informal consultations and projects, liaison with a wide range of units, including both academic and administrative, providing advice to the Dean of the Faculty and to the Dean of the Faculty of Graduate Studies and supporting connections with external organizations appropriate to the discipline;
- b) encourage and support Members within the Department in their pursuit of excellence and collegial participation in Academic Responsibilities, while contributing to an inclusive, equitable environment free of oppression and hostility;
- c) lead and implement academic and resource planning to increase and sustain quality in Teaching and Research within the Department;
- d) lead the overall development and advancement of the academic program and manage its delivery, which includes course assignment, developing staffing plans, managing the budget and financial operations of the Department, allocating academic resources within the Department and, when appropriate, working to develop the necessary resources from internal and external sources;
- e) exercise leadership in promoting and implementing employment equity, diversity and inclusion, anti-racism and decolonization policies and goals within the Department including, but not limited to, enabling Members to engage fully in Academic Responsibilities and collegial process by addressing areas of marginalization and making best efforts to schedule classes and department meetings at times that are considerate of Members affected by standard childcare pickup/drop off times;
- f) oversee the proper discharge of administrative duties within the Department including, but not limited to, the advising of students, development of student programs, and compliance with University policies, applicable legislation and regulations, and health and safety standards;
- g) manage the appointment, professional development, performance and recognition of staff within the Department with support of the Administrative Officer and Human Relations;
- h) provide supervision, advice, guidance and mentoring to Faculty Members, and academic and professional staff within the Department;
- i) conduct reviews of Faculty Member performance as required by this Agreement and provide guidance to Faculty Members in their efforts to attain standards required for Reappointment, Continuing Appointment, Promotion or Tenure;
- j) recommend to the Dean compensation increases and the granting of all forms of leave or other entitlements under this Agreement for Members in the Department;
- k) advise the Dean of compensation anomalies as they arise and recommend appropriate redress for such anomalies;

- l) participate, as a member of the University's leadership team and an advocate and representative of their Unit, in developing and forwarding the strategic initiatives of the University;
- m) foster a culture of responsiveness to students which will include celebrating accomplishments, providing advice and guidance on issues that impact students' academic participation, investigating complaints, and hearing appeals;
- n) apply and fulfill the requirements of relevant collective agreements in an equitable manner, consulting appropriately in their interpretation and application and participating fully in their implementation;
- o) apply the Standard for the Unit in a fair and equitable manner and oversee its review and amendment from time to time as required by this Agreement or as needed to enable the Department to meet its academic objectives and mandate;
- p) apply the standards, policies and procedures of the Faculty, the Faculty of Graduate Studies, and the University in a fair and consistent manner;
- q) participate in training, as required, to understand obligations under the law, University policy and relevant collective agreements, or to understand best practice in relation to matters pertaining to their role;
- r) consult, as appropriate, with Faculty Members, staff and students within the Department so as to formulate departmental policy and reach decisions that foster respect, civility and cooperation across the University community;
- s) act as chair of meetings of the Department;
- t) act as chair of the Appointment, Reappointment, Promotion and Tenure (ARPT) Committee(s) of the Department, undertaking duties and ensuring its function in accordance with this Agreement and best practice and encouraging application of equity, diversity and inclusion principles;
- u) in consultation with the Dean, manage the space allocation and equipment and resources within the Department, consistent with University policies;
- v) facilitate, at the direction and with support of the Dean and in consultation with the Dean of the Faculty of Graduate Studies, where appropriate, periodic internal and external reviews of the Department, including reviews of professional programs required for accreditation purposes;
- w) advise the Dean and the Dean of the Faculty of Graduate Studies on any other matters to further promote the objectives of the Department, the Faculty and the Faculty of Graduate Studies, and the University overall.

54.14.1 These duties may be delegated to an Associate Chair or other Faculty Members, but the Chair remains accountable for the proper performance of all duties. **Delegation of specific duties/identification of Chair designates may be formalized through an agreement between the Dean and Chair.**

- 54.14.2 Delegated duties to chair an ARPT committee can only be undertaken by an elected or ratified committee member who has previously served on at least two ARPT committees within the last five years. The Chair of the committee must be elected by members of the ARPT committee.

Term of Appointment and Reappointment

- 54.15 The appointment of a Member as Chair or Associate Chair of a Department will normally be for a period of three or five years.
- 54.15.1 A Chair or Associate Chair may be re-appointed to additional terms to a maximum of ten consecutive years (excluding Sick and Administrative Leaves).

Review and Reappointment

- 54.16 In advance of the end of the Chair's term, the Dean will solicit feedback from members of the Department on the needs of the Department with regard to the next Chair term.
- 54.16.1 The feedback will be summarized in such a way as to ensure that individuals providing feedback cannot be identified, and will be shared with the Chair and the Department.
- 54.17 The Chair will then declare formally whether or not they wish to stand for an additional term.
- 54.17.1 An incumbent Chair who notifies the Dean of their interest in standing for an additional term may do so without a Chair Search Committee being constituted.
- 54.18 Where the current incumbent has indicated interest in an additional term, the Dean will also solicit feedback on the performance of the Chair.
- 54.18.1 The feedback will be summarized in such a way as to ensure that individuals providing feedback cannot be identified and will be shared with the Chair and the Department.
- 54.19 The incumbent Chair shall complete and provide a self-assessment to the Dean and shall make a public presentation, paying particular attention to responding to the feedback received in s. 54.16.1 and s. 54.18.1.
- 54.20 An incumbent Chair standing for reappointment must be ratified and recommended in accordance with s. 54.5.1 and s. 54.6.

Termination of Chair Appointment

- 54.21 The term of a Chair appointment may be ended by the expiry of the appointment without renewal, the resignation of the Chair, or by termination of the appointment as Chair in accordance with the following provisions.
- 54.22 Should the Dean have, or become aware of, concerns with the Chair's performance in the Chair role or a disciplinary matter that would impair the ability of the Chair to continue in their role, the Dean shall bring these concerns to the attention of the Chair and give sufficient opportunity for the Chair to respond. If the Dean considers the

response to be inadequate to facilitate the proper function of the Chair role, the Dean shall seek the feedback of the Department members on the performance of the Chair.

- 54.23 The Dean shall summarize the concerns, the Chair's response, the feedback of the Department members and the Dean's recommendation in a report, which shall be sent to the Vice-President Academic and Provost, with a copy to the Chair. The Chair may request a meeting with the Vice-President Academic and Provost within 5 Working days of receiving the report for the purpose of making submissions. If the Vice-President Academic and Provost, upon review of the report and consideration of any submissions of the Chair, recommends termination of the Chair appointment, the Vice-President Academic and Provost shall make a recommendation to the President. The Vice-President Academic and Provost may also advise the Dean regarding conditions under which the Chair appointment can continue. A copy of the recommendation or advice shall be provided to the Chair and to the Dean.
- 54.24 The President shall determine whether or not to accept the recommendation of the Vice-President Academic and Provost to terminate the Chair appointment. The decision shall be in writing, with reasons and shall be provided to the Chair, the Dean and to the Vice-President Academic and Provost.
- 54.25 Termination of an administrative appointment does not, in itself, terminate any underlying base faculty or Librarian appointment.

Associate Chair

- 54.26 A Department may apply to the Dean for approval for Associate Chair positions by outlining the need for the position, the responsibilities of the position, the proposed terms and duration of the appointment and the funding arrangements for any proposed stipend or course release.
- 54.27 The Chair and two other faculty members of the department, elected by the department, will develop criteria for the position of Associate Chair and solicit expressions of interest from Members of the Department. The committee will then select the candidate that best meets the criteria for the position.
- 54.28 Following consultation with the Department Members, the Chair may appoint a Member to be Associate Chair, with approval of the Dean.

Stipend

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

Evaluation of Chairs

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

Appointment of an Acting Chair

- 54.32 A Chair, in consultation with the Dean, may designate a Faculty Member holding a Regular Academic Appointment in the Unit to act on their behalf when the Chair is away from campus and is unable to undertake the duties of Chair. Such a designation may only be for a period of no more than one month. In the event that the Chair will be away for longer than one month, but no more than six months, the Chair must consult with members of the Department and the Dean must approve the appointment. Where the Chair will be away for more than six months, but has not stepped down from the position, an Acting Chair will be appointed under s. 54.33 and will be granted an Alternative Workload arrangement.
- ~~54.33 If the appointment of an Acting Chair is to fill a vacant Chair position for more than six months, the Dean will consult with the members of the Department and will recommend a Tenured Faculty Member with qualifications as per s. 54.7 – s. 54.10. The recommended candidate must be ratified in accordance with s. 54.5.1 before the appointment is approved by the Dean and Vice-President Academic and Provost under s. 54.6.~~
- 54.33 If the appointment of an Acting Chair is to fill a vacant Chair position, the Dean will consult, with the members of the Department and will recommend a Tenured Faculty Member with qualifications as per s. 54.7 – s. 54.10. If the appointment is for more than six months, the recommended candidate must be ratified in accordance with s. 54.5.1 before the appointment is approved by the Dean and Vice-President Academic and Provost under s. 54.6.
- 54.34 If the appointment of an Acting Chair is to fill a vacant Chair position for more than eighteen months, the procedures will be the same as those used for the appointment of a Chair from internal candidates.

Part 13: Contingency Agreements

55. Program Discontinuance

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

Role of Senate and Board

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

Security of Employment

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

Proposal for Discontinuance

- 55.6 Before the President of the University, a Vice-President, Associate Vice-President or Dean submits to Senate a proposal for discontinuance under this Article, a copy of the proposal must be sent to the President of the Association, and the Members in the affected Academic Unit.
- 55.7 The written proposal must contain:
- a) a detailed statement of the reasons for such a proposal;

- b) details of the consequences of the proposal with regard to the employment status of Members including any proposed voluntary transfers of Members to other Academic Units;
- c) any proposed voluntary transfers to academic administrative positions;
- d) any proposed voluntary retirements or resignations;
- e) any proposed voluntary reduction in the FTE of appointments;
- f) any other measures that have been made available to Members before considering the need to lay off Members; and
- g) the proposed lay-off of Members.

Review Committee

- 55.8 Before deciding whether or not to forward the proposal to Senate, the President will, within fifteen (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 (5) members: two (2) nominated by the President of the Association, two (2) nominated by the President of the University and one (1) member jointly named by the two (2) Presidents. The committee will select its own chair. The members must have relevant academic expertise and suitable qualifications for the reviewing task. No member of the committee will be a member of the Unit that would be affected by the proposal for discontinuance.
- 55.9 The University will cooperate with the committee by making available to it all relevant data and information, and providing it with appropriate and essential resources.
- 55.10 The review committee will provide all interested persons or groups with an opportunity to make submissions with regard to all aspects of the proposal referred to in s. 55.7, and submit its report containing its comments and advice with regard to the proposal within forty (40) Working days of its appointment. The report may contain dissenting views in whole or in part or with respect to any specific issue.
- 55.11 With regard to the course of study, program, Faculty, School or Department proposed for discontinuance, the committee will address the following questions in its report:
- a) whether there are bona fide academic reasons for the proposed discontinuance. In making this assessment, the review committee will consider:
 - i) the quality of Teaching and/or Research and Scholarly Activity;
 - ii) any relevant academic reviews either internal or external (internal academic accreditation reports, or evaluations by other professional or academic bodies);
 - iii) success in placement of graduates in graduate programs or occupations; and

- iv) any other criteria identified in the proposal or expressly considered relevant by the Committee;
- b) the relationship of the course of study, program, Faculty, School or Department proposed for discontinuance with other programs or Units within the University;
- c) whether the course of study, program, Faculty, School, or Department proposed for discontinuance has attracted an acceptable enrolment in the past four (4) years (unless a shorter period of initial review was specified by the Senate and Board of Governors at the time of the approval of a program or course of study) and, if not, whether this situation is likely to continue;
- d) whether any academic deficiencies can be remedied within three (3) years and, if so, how;
- e) any other questions the review committee deems appropriate; and
- f) the reasonableness of the proposals and the consequences described under s. 55.7.

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

President's Recommendation

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

Association's Submission to the Board

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

Board of Governors' Decision

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

Labour Adjustment Process

- 55.17 Where a program is to be discontinued and lay-offs are anticipated as a result, within ten (10) 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 and a chair jointly agreed to by both Parties.
- 55.18 The labour adjustment committee will meet within five (5) Working days of its appointment and will review every proposed lay-off caused by the program discontinuance. **Proposed lay-offs will not be used to restrain Members in their exercise of academic freedom.** 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 (2) 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. The Member will earn their normal salary for the hours spent in training.
- 55.19 The committee will provide a report to the President of the University and the President of the Association outlining its deliberations and recommendations for transfers to other Units.
- 55.20 Members to be transferred will retain their rank, salaries, **Tenure**, seniority and years accrued toward Study Leave in their new Units and will not be transferred without their consent. Units to whom transfers are to be made will not unreasonably refuse to accept a transfer arising from this process.
- 55.21 The University has the right, in its sole discretion, to offer enhanced voluntary severance packages to any Member to avoid a lay-off. Members dealing with an offer of an enhanced voluntary severance package are entitled to the assistance of the Faculty Association.

Members Not Transferred

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

55.24 If at the end of this year, the Member has not accepted a transfer or taken voluntary retirement or voluntary severance, the Member will be laid off. Notice, severance and recall rights of the Member will be as provided for in s. 56.41 – s. 56.53.

Costs of Committee

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

Recognizing the Parties may not unilaterally change University policy without consent of the Approving Authority, the Parties hereby agree to jointly recommend the agreed upon changes to this Policy as noted below:

Appendix B - Intellectual Property Policy (GV0215)



POLICY ON INTELLECTUAL PROPERTY

University Policy No.: GV0215

Classification: Governance

Approving Authority: Board of Governors

Effective Date: ~~September 24, 2019~~ TBD

Supersedes: ~~November/00~~ September 24, 2019

Last Editorial Change:

Mandated Review:

PURPOSE

- 1.0 The objective of this Policy is to facilitate the development, protection, dissemination and commercialization of Intellectual Property ("IP") through a supportive framework that is respectful of the culture, and balances the interests of the University and of its research and creative community. The Policy shall:
- a) express and fulfill the University's obligation of encouraging knowledge transfer for the social and economic benefit of society;
 - b) recognize and uphold the principles of scholarly integrity and academic freedom in the commercialization of IP for the protection of the University and its community;
 - c) provide a framework for the development of mutually beneficial relationships, and a supportive climate and incentives for innovation, entrepreneurship and revenue generation in research and creative development;
 - d) increase opportunities for funding and leverage that could be used to provide additional independent research and employment opportunities for the University community, especially young faculty and students;
 - e) provide for the availability of professional advice from an early stage to the University research and creative community with respect to the development and protection of IP, contractual issues, and the associated rights, obligations, and liabilities;

- f) provide a basis for setting out the sharing of costs and benefits between the University, external partners, and the University's research and creative community, and when such sharing is in dispute, provide an effective dispute resolution mechanism;
- g) ensure that issues of liability relating to the University and its researchers, Creator(s) and Inventors are made clear.

DEFINITIONS

For the purposes of this Policy:

- 2.0 **Author** means a person who creates IP other than an Invention. This includes novels, textbooks, articles, plays, paintings, software, musical compositions and performances.
- 3.0 **Commercialization** means the assignment, licensing, manufacturing or production of IP as well as the protection of IP, including, but not limited to, obtaining patent protection and Copyright registration, with the goal of financial return.
- 4.0 **Contract for Services** includes a contract between the University and a Member of the University which covers assignments that are extra-to-load.
- 5.0 **Copyright** has the meaning prescribed by the Copyright Act (R.S.C. 1985, c. C-42), as amended, or any successor legislation thereto. This includes the rights that exist in novels, textbooks, articles, plays, paintings, software, musical compositions and performances.
- 6.0 **Course Materials** include:
 - a) lecture notes created by a Member of the University, regardless of format or method of delivery;
 - b) materials and information posted on Educational Technology tools or platforms;
 - c) examinations created by a Member of the University;
 - d) other Copyrightable material created by a Member of the University and intended for use only by the students registered in the Member of the University's course.
- 7.0 **Creator** means a person who creates IP. To be considered a Creator, an individual must be considered to be a creator of the IP pursuant to the relevant law, for example, an author or co-author pursuant to the Copyright Act or an inventor pursuant to the Patent Act. It is recognised that IP may arise from the collaborative or co-operative effort of more than one Creator, in which case, Creator is taken to encompass Creators.
- 8.0 **Direct Costs** means the University's costs and fees (including legal fees and agents' fees) associated with the acquisition, management and Commercialization of the IP, including costs of evaluating it, obtaining and maintaining IP protection, preventing unauthorized

use or infringement, prototype development funds, negotiating and implementing licenses or other agreements with third parties, but does not include the University's research, office or overhead costs incurred prior to the initiation of Commercialization.

- 9.0 **Disputes** means all differences, controversies and claims directly or indirectly arising out of or in relation to this Policy or the interpretation, application, performance, or alleged breach of this Policy.
- 10.0 **Informed Consent** means consent given by an individual who has received the information necessary to allow a considered judgment, who has adequately understood the information, and who has arrived at a decision of consent without having been subjected to coercion, undue influence, inducement, or intimidation.
- 11.0 **Infrastructure** means specialized research facilities and services of the University, including the University's research laboratories, major capital equipment, and technical facilities and services. Specialized facilities and services do not include the use of offices and office equipment, limited office services, personal computers, the library, or other services commonly available to all University community members.
- 12.0 **Intellectual Property (IP)** means the assets arising from intellectual or artistic activity, created by a Member of the University in a scholarly, professional or student capacity. Intellectual Property may include patents rights, industrial design rights, trademarks and trade name rights, copyright (and moral rights), trade secrets and other intangible rights provided for in federal or provincial law and other analogous intangible property rights. Examples of assets considered in this Policy may include, but are not restricted to: discoveries, Inventions, confidential information, Course Materials, Student Works, research data, research tools, performances, know-how which is proprietary in nature and biological materials.
- 13.0 **Invention** means any subject matter that is a:
- a) new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter" [Patent Act, R.S.C. 1985, c. P-4, s. 2], whether or not patentable;
 - b) patentable research data or research tool, including, without limitation, biological material and other tangible research material; and
 - c) proprietary information or know-how, or trademark related to any of the foregoing items;
- and includes all legal and equitable rights relating to such property and any research data relating to such property.
- 14.0 **Inventor** means a person who creates IP that is considered an Invention and may be eligible for protection under the Patent Act. Any reference in this Policy to Creator includes Inventor.

15.0 **Member of the University** means:

- a) faculty, librarians and Students;
- b) anyone holding a university academic appointment;
- c) post-doctoral fellows;
- d) all persons who are employed under contracts with university faculty members as the employer and who perform research on behalf of such employer;
- e) visiting researchers; and
- f) other employees of the University when engaged in Scholarly Activity.

16.0 **Net Financial Benefit** – means the sum total financial benefit derived directly or indirectly from the IP (including but not limited to cash, dividends, warrants, bonuses, stocks, realized gains, gifts, ~~etc.~~ and any other consideration) received by a Creator less the sum total of all direct costs and fees ~~associated with~~ incurred by the Creator in association with the Commercialization of the IP. The determination of Net Financial Benefit varies in different situations and shall be decided on a case-by-case basis in relation to the type of revenue and accepted accounting procedures in the relevant field (see Procedure for Revenue Sharing and Creator Commercialization).

17.0 **Net Revenue** means the revenue accruing from the IP less the Direct Costs of Commercialization. The determination of Net Revenue varies in different situations and shall be decided on a case-by-case basis in relation to the type of revenue (e.g. equity or royalty) and accepted accounting procedures in the relevant field.

18.0 **Public Disclosure** means when subject-matter became available to the public as interpreted in the Patent Act. A Public Disclosure includes any presentations, publications, meetings or sales where there is no written or verbal agreement that the subject matter is to be kept confidential.

19.0 **Research Partnerships and Knowledge Mobilization (RPKM)** is the designated office of the University responsible for intellectual property and commercialization, and includes any successor office.

20.0 **Scholarly Activity** includes all activities by a Member of the University that is appropriate for inclusion in a curriculum vitae as scholarship, research (including graduate student supervision), or other creative activity.

21.0 **Student** includes any person enrolled in a course whether credit or non-credit or at the university under an agreement or visiting arrangement.

22.0 **Student Works** means any IP that is created, developed, discovered, conceived or invented in the course of or as part of a Student's coursework. The following are NOT Student Works:

- a) A graduate student's thesis, dissertation or master's project or related coursework;

- b) Activities for which such student is paid, whether through the University, grant funding or any project specific funding;
- c) Research that is the subject of an agreement (including a sponsored research agreement) with a third party;
- d) Research where the principal investigator has made it a condition of participation that any IP arising from such research shall be governed by this Policy as being the property of the principal investigator; and
- e) A collaborative project with Creator(s) whose Intellectual Property would otherwise be covered under this Policy.

23.0 **Tri-Agency** means the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities Research Council (SSHRC).

24.0 **University** means the University of Victoria.

25.0 **University Resources** includes the University's physical structures, research laboratories, capital equipment, technical facilities, services and personnel. University services include the administration of funds received by the University in the form of grants, contracts or other support provided by the University or external sponsors.

EXTRA-TERRITORIAL COMMERCIALIZATION

26.0 All provisions of this Policy are in effect with respect to IP Commercialized or proposed to be Commercialized outside of Canada and shall be interpreted according to the laws of Canada and British Columbia, unless otherwise stated in the contract for Commercialization.

JURISDICTION/SCOPE

27.0 This Policy applies to the Intellectual Property (IP) created by all Members of the University in their university-related work and/or their use of University Resources.

28.0 This Policy also applies to the IP of external research contractors and individuals providing services to the University under a Contract for Services or a written agreement.

29.0 This Policy does not apply to IP that was developed by a Member of the University in the course of activity entirely unconnected with the Member's studies or duties and that does not involve the use of University funds or University resources that are not available to members of the public.

30.0 This Policy does not affect any agreements between the University and third parties that relate to IP and/or Members of the University. Notwithstanding any other provision of this Policy such agreements shall remain in effect.

31.0 This Policy is not determinative of the rights in, or the allocation of, revenue from IP created by a Member of the University who also holds an appointment in an external

institution, whether or not affiliated with the University, including a teaching hospital, or other organizations. Such determinations shall be subject to the terms and conditions of agreements between the University and the hospital, centre, network or institution in force at the time of the disclosure or publication of the IP, or, in the absence of such an agreement, to negotiation between the institutions involved.

PRINCIPLES

- 32.0 The B.C. University Act, section 27(2)(v) grants the University the power to require, as a term of employment or assistance, that a person assign to the Board of Governors “an interest in an Invention or an interest in a patent, Copyright, trade mark, trade name or other proprietary right resulting from an Invention made by that person using the facilities, equipment or financial aid provided by the board, or made by that person while acting within the scope of the person's duties or employment, or resulting from or in connection with the person's duties or employment as an officer or employee of the University.”
- 33.0 Canadian copyright and patent law provides for the ownership of IP to be vested in the employer when works are created in the course of employment.
- 34.0 However, such arrangements are inconsistent with the University’s commitment to a vital academic community. The University’s values of freedom of inquiry, freedom of thought, academic integrity, ethical integrity, collaboration, and the importance of communication of Scholarly Activity within both academic communities and broader society is best served by the following principles:
- 35.0 Members of the University who create IP through their creative and research activities own that IP. Members of the University are free to
 - a) publish, communicate or otherwise disseminate their IP without commercial intent, or;
 - b) to pursue Commercialization of their IP with the assistance of the University, or;
 - c) to pursue Commercialization of the IP without the assistance of the University.
- 36.0 The University retains a royalty-free perpetual right to use for scholarly, academic and other non-commercial purposes all IP created through use of University Resources.
- 37.0 The University has a responsibility and accountability to its members, the public, funding agencies, government and other parties that may have entrusted the University with support, funds and their IP that contributed to the creation of the IP. Because of these responsibilities, the University has the right to require the Creator(s) of IP to disclose to the University their IP and also any intention to Commercialize that IP.
- 38.0 The University has a responsibility to ensure that the IP is not commercialized in a manner that is antithetical to the core values of the University and its members. Any IP created through use of University Resources and then commercially exploited is subject to exercise of University’s right to protect the name and reputation of the University and its members.

- 39.0 Any IP created through use of University Resources and then commercially exploited is subject to exercise of the University's right to share in the Net Revenue earned from such Commercialization of the IP.
- 40.0 Members of the University shall appropriately manage any real, potential or perceived conflict of interest in accordance with the Conflict of Interest and Confidentiality Policy (GV0210) or Conflict of Interest provisions in their collective agreement.
- 41.0 Because Members of the University have to be free to engage in Scholarly Activity, they shall not enter into any agreement that infringes on that freedom or that compromises their scholarly integrity.
- 42.0 The University has a continuing commitment to respectful relationship-building with ~~first nations~~ lək'wəṇən, including Songhees and Esquimalt, and WSÁNEĆ peoples and enhanced relations with ~~i~~Indigenous communities around the world. The University recognises the *sui generis* nature of ~~i~~Indigenous rights and also recognizes that the IP of ~~i~~Indigenous communities can include cultural knowledge, expressions, traditions, artefacts and sites that may not always be included or protected within general definitions of IP. The University and Members of the University will respect the cultural property of ~~i~~Indigenous people such as historical sites, artefacts, designs, ceremonies, performing arts, artwork and literature.

AUTHORSHIP AND OWNERSHIP

- 43.0 The University is committed to the position as articulated in the Tri-Agency policy that all works will include "as authors, with their consent, all those and only those who have materially or conceptually contributed to, and share responsibility for, the contents of the publication or document, in a manner consistent with their respective contributions, and authorship policies of relevant publications."
- 44.0 The determinations of authorship and relative contributions to a scholarly or creative work shall be carried out in accordance with the Tri-Agency policy, the Policies on Scholarly Integrity AC1105 (A) and AC1105 (B), relevant collective agreement provisions and the standards for the discipline.
- 45.0 The University recognises that an Author of a work for the purpose of protection under the Copyright Act and Inventor of an Invention for purpose of protection under the Patent Act are distinct concepts. All Authors automatically share ownership in the scholarly or creative work under the Copyright Act. For Inventions that are potentially patentable the criteria for inventorship under the Patent Act will apply.
- 46.0 In the event of Commercialization:
- a) All Creators of the IP are entitled and presumed to share equally, unless other proportions are stipulated in a written agreement between the Creators, a copy of which is available for review;

- b) Creators seeking Commercialization must warrant that they are the sole Creators or that any other Creator(s) have waived their rights through a written agreement, a copy of which is available for review.
- 47.0 **As this policy is a A** Creator owned IP policy, ~~is one in which~~ the Creator(s) owns the IP unless:
 - a) The regulations of the sponsor of grant or contract research require different IP ownership provisions or;
 - b) The University and the Creator(s) have entered into a written agreement to the contrary.
- 48.0 Although the University has rights to the ownership of IP created through the use of University Resources, the University believes that the academic community and culture of innovation on campus is best served by a Creator owned IP policy.
- 49.0 Notwithstanding ownership in the Creator(s) IP, but subject to any ownership vested in another entity (for example, a publisher of a scholarly work), the Creator(s) shall be deemed to have granted the University a non-commercial, non-exclusive, royalty free, indivisible, non-transferable license, including the right to sub-license, and to use the IP for research, teaching and administrative purposes.
- 50.0 If the IP comprises Course Materials the Creator(s) must be credited in every use. ~~and the University is entitled, at its sole discretion, to use, correct, update, modify or replace any part of the Course Materials without obtaining subsequent approval from the Creator(s).~~ **Materials marked as copyrighted shall not be published, licensed, or released in any way, or amended, edited, cut, or in any way altered, without the written consent of the Creator(s) holding the copyright. Such approval will not be unreasonably withheld.**
- 51.0 The Creator(s) of the IP may voluntarily assign or transfer any interest in the IP to the University, to another entity or to the public domain. Any assignment, waiver or modification of rights in favour of the University requires Informed Consent.
- 52.0 Students at the University own their Student Works. The ownership and mobilization of Student Works will be determined in accordance with applicable law and shall not be subject to this Policy.

DISCLOSURE

- 53.0 All persons covered by this Policy are required to disclose their IP.
- 54.0 For scholarly publications and much of the creative activity by the faculty, disclosure shall be through the updated curriculum vitae. For scholarly publications and much of the creative activity by non-faculty Creator(s), disclosure shall be to the relevant department or supervisor.

- 55.0 Creators of IP, particularly Inventors that wish to obtain protection for an Invention under the Patent Act, should be aware that Public Disclosure may introduce deadlines for the proprietary protection of IP and may result in losing the right to obtain proprietary protection of IP in some regions.
- 56.0 Creators of IP protected under the Copyright Act, such as, but not limited to, writings, drawings, figures, musical compositions, performances, photography and other works should be aware that their rights exist automatically. Publication or registration will strengthen the enforcement of these rights.
- 57.0 If an IP is believed to be commercially valuable but the Creator(s) does not wish to Commercialize, the Creator(s) is still under an obligation to disclose the IP to Research Partnerships and Knowledge Mobilization (RPKM) but is not required to commercialize.
- 58.0 If IP is anticipated to be commercially viable and the Creator(s) wishes to commercialize the IP, it must be disclosed by the Creator(s) to Research Partnerships and Knowledge Mobilization (RPKM) on a confidential basis at as early a stage of development as possible. This clause applies whether the Creator(s) plans to Commercialize with or without the assistance of the University.
- 59.0 In order to maintain eligibility for patent protection, the confidential disclosure of patentable IP to RPKM should be made within 3 months of the creation of the IP.
- 60.0 Confidentiality must be maintained until such protection is secured.
- 61.0 Through disclosure to RPKM, the University shall ensure that it has the first opportunity to offer its services as the vehicle for Commercialization.
- 62.0 Other services and groups affiliated with the University also offer services to aid with Commercialization for Creators. Discussions with such entities do not count as disclosure to the University as required under paragraphs 57.00 and 58.00 of this Policy. Nor do the policies for Commercialization and revenue sharing outlined in this Policy necessarily apply to partnerships with these entities.

PRINCIPLES OF COMMERCIALIZATION

- 63.0 The University wishes to build high-quality partnerships between university researchers, community groups and the private sector increasing the University's contributions to innovation and to the economic well-being of society.
- 64.0 The University has public and internal accountability. Because of this, the University has a responsibility to enter into Commercialization agreements that reflect the values of the University and protect the name and reputation of the University and its members. The University seeks to enter into Commercialization agreements that:
- a) adhere to the principles of intellectual and ethical integrity;
 - b) provide mechanisms for protection of the IP in the event of misuse;

- c) control the use of the names and trademarks of the University and its members by any external partner;
 - d) stipulate means of quality control for the content of the IP;
 - e) require legal review to avoid violation of the University's tax exempt status.
- 65.0 The University is committed to promoting the mobilization and application of knowledge for societal benefit. IP developed with University Resources should be utilised to the greatest possible extent and in a manner consistent with the principles of the University. The University seeks to enter into Commercialization agreements that:
- a) provide flexibility in joint ventures to ensure that the University and its Members can enter into multiple relationships for its IP without violating prior agreements;
 - b) retain the right to produce and publish research that is derived from the ideas and material contained in any joint venture.
- 66.0 When the University is not involved in the Commercialization, the University expects the Creator(s) to adhere to these principles.

REVENUE SHARING UPON COMMERCIALIZATION

- 67.0 The University supports the principle that any revenue accruing from IP should be shared fairly and proportionately between the Creator(s) and the University. The following approaches to revenue sharing with the University will be used to determine equitable distribution of Net Revenue.
- a) If the Creator(s) ~~retains ownership of the IP and~~ does not request the assistance of the University in Commercializing the IP, **including without limitation in circumstances where the Creator assigns, transfers, or licenses the IP to a 3rd party**, then – if the Net Financial Benefit for any individual Creator is greater than the annual “threshold” amount of \$10,000 in any given year – the Creator will receive 80% and the University will receive 20% of any amount above the \$10,000, based on the provision of general University Resources and facilities including (possibly) industry liaison staff assistance; assignment of the IP from the Creator(s) to the University is not required. **The University may agree to accept equity or an alternate method of sharing the Net Financial Benefit (see Procedure for Revenue Sharing and Creator Commercialization).**
- or
- b) If IP protection is sought and the Creator(s) requests assistance of the University in Commercializing the IP and the University agrees to assist, then - after the Direct Costs of Commercialization are repaid from Net Revenue – the Creator(s) and the University will each receive 50% of annual Net Revenue; assignment of the IP from the Creator(s) to the University is required.
- or

- c) If patent protection is not sought and the Creator(s) requests assistance of the University in Commercializing the IP and the University agrees to assist, then - after the Direct Costs of Commercialization are repaid from Net Revenue – the Creator(s) will receive 75% and the University will receive 25% of annual Net Revenue; assignment of the IP from the Creator(s) to the University is generally required.
or
 - d) If the Creator(s) requests assistance of the University in Commercializing the IP and the University declines to assist, or the University abandons the Commercialization of the IP and assigns the IP back to the Creator(s), the University will receive no additional annual Net Revenues.
- 68.0 In the case of joint Creators, the above annual “threshold” amount of \$10,000 per year before which Net Revenue is shared applies to each Creator separately.
- 69.0 Exceptions to the standard revenue sharing principles may be made based on above-normal or below-normal use of University Resources and additional financial or other contributions. The contributions of the University and the Creator(s) that may be considered can include, but are not limited to, the following:
- a) provision of paid release time (over and above any academic leave or professional development leave) for the development of IP;
 - b) provision of remuneration over and above regular salary for the development of IP;
 - c) provision of space, facilities, and equipment for the development of IP over and above normal Infrastructure requirements;
 - d) the ratio of liability assumed by the University, and the Creator(s);
 - e) the negotiation of any contractual agreements with external research or development partners;
 - f) the expansion of the commercial potential of a piece of IP, including any costs associated with patenting;
 - g) research grants in lieu of salary that may have been contributed by a Creator in accordance with Research Grants in Lieu of Salary Policy RH8205.
- 70.0 It is preferable that specific IP agreements will be entered into before provision by the University of resources such as those detailed in paragraph 68.00.
- 71.0 The University shall keep complete, true and accurate accounts associated with protection and Commercialization, including Direct Costs and Net Revenue and shall permit the Creator(s) to examine its books and records in order to verify the payments due or owed under this Policy.
- 72.0 The Creator(s) shall keep complete, true and accurate accounts associated with protection and commercialization, including Direct Costs and Net Revenue and shall permit the

University to examine its books and records in order to verify the payments due or owed under this Policy.

COMMERCIALIZATION OF IP NOT ORIGINALLY COVERED UNDER THIS POLICY

- 73.0 Members of the University who develop IP not covered under this Policy are under no obligation to disclose such IP to the University or share any revenue from such IP.
- 74.0 The University is under no obligation to offer consultation or to assist in the Commercialization of IP not covered under this Policy.
- 75.0 However, a Member of the University may choose to disclose such IP and discuss Commercialization options with the University. It shall be the sole discretion of the University to offer their services to the Member of the University based on sound business practices.
- 76.0 If the Member of the University chooses to utilise the assistance of the University for Commercialization, that Member of the University will be bound by all relevant provisions of this Policy.
- 77.0 For clarity, if after consultation, the Member of the University elects to pursue Commercialization independently, the Member of the University will not be bound by the provisions of this policy and in particular clause 67.00.

DISPUTE RESOLUTION

- 78.0 All Disputes shall be resolved in accordance with the applicable law and the provisions of this Policy. Whenever any party believes that a Dispute exists that requires resolution pursuant to this section, it shall give written notice of the alleged Dispute to the other party or parties and to the Vice-President Research **and Innovation** or delegate with sufficient detail concerning the Dispute so that it is adequately identified. In the case of a dispute that may result in a grievance, the VPR or delegate shall give notice to Human Resources or Faculty Relations and Academic Administration as appropriate.
- 79.0 All oral and written communications between the parties or their respective representatives issued or prepared in connection with the attempted resolution of any Dispute shall be deemed to have been prepared and communicated without prejudice in furtherance of a Dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence (whether as an admission or otherwise) in any proceedings for the resolution of the Dispute.
- 80.0 All parties will make good faith efforts to resolve all Disputes under this Policy. The parties will initially attempt to resolve all Disputes amicably between themselves by having appropriate-personnel from each party discuss the Dispute. Such discussion will be carried out, in consultation, where appropriate, with their commercial, financial, technical or legal representatives. Members of RPKM may also be available to discuss the Dispute.

- 81.0 If such initial attempts do not result in resolution of the Dispute in question within 20 business days after commencement of discussions, or such further period agreed to by the parties in writing, the parties agree to submit the dispute to non-binding mediation. Each party shall prepare and deliver, within a further 10 business days, a written submission to the Vice President Research **and Innovation** or their delegate, detailing the Dispute and the resolution of the Dispute recommended by the party making the submission.
- 82.0 The VPRI shall, with agreement of the union(s) of any involved party, and in consultation with Human Resources/Faculty Relations and Academic Administration, appoint a mediator. The mediator shall schedule such meetings as they deem appropriate. Such mediation shall continue for up to 5 business days, or such further period agreed to by the parties in writing and approved by the Vice-President Research **and Innovation**. Where the parties are mediating in respect of a grievable issue, timelines for filing of a grievance do not commence until the mediation process is completed.
- 83.0 If mediation does not result in resolution of the Dispute, a party may submit the Dispute for resolution as follows:
- a) where the Dispute is directly related to the interpretation or application of a collective agreement provision, through the grievance procedure of the relevant collective agreement, subject to approval of the relevant union;
 - b) where the Dispute is not directly related to the interpretation or application of a collective agreement provision:
 - i) The **Pparties** may agree to have the Vice-President Research **and Innovation** receive written submissions and make a determination on the matter; or
 - ii) The **Pparties** may agree to have the Vice-President Research **and Innovation** appoint an arbitrator to make a final determination under s. 81.00-84.00; or
 - iii) The **Pparties** may avail themselves of their rights at law in private litigation.
- 84.0 The arbitrator in 83.00 b) ii) shall have appropriate legal and intellectual property expertise and will be selected by the Vice-President Research **and Innovation** in consultation with any affected union. Costs of the arbitrator shall be borne equally by the parties to the Dispute.
- 84.1 Each party to the dispute may select an advisor to the arbitrator. The advisor shall have academic or technical knowledge that is relevant to the issues in the Dispute. Advisors shall be advisory to the arbitrator and shall not have decision-making authority. Any remuneration for the advisor shall be borne by the party appointing them.
- 84.2 The arbitrator shall determine the Dispute between the **Pparties** and advise the **Pparties** and the Vice-President Research **and Innovation** of their decision in writing.

AUTHORITIES AND OFFICERS

- i) Approving Authority: Board of Governors
- ii) Designated Executive Officer: Vice-President Research **and Innovation**
- iii) Procedural Authority: Vice-President Research **and Innovation**
- iv) Procedural Officer: Vice-President Research **and Innovation**

RELEVANT LEGISLATION

Patent Act
Copyright Act
Freedom of Information and Protection of Privacy Act
University Act

RELATED POLICIES AND DOCUMENTS

Conflict of Interest and Confidentiality Policy (GV0210)
Faculty/Librarian Collective Agreement
Policy on Scholarly Integrity (Researchers not subject to the Framework Agreement) AC1105 (A)
Indirect Costs of Research Policy (FM5400)
External Research Funding Agreements Policy (RH8200)
Research Grants in Lieu of Salary Policy (RH8205)

Appendix D - Policy on Scholarly Integrity (AC1105-B)

This policy was renegotiated in the ~~2022-2025~~ **2025-2029** Collective Agreement but its implementation will be delayed pending approval at Senate and/or Board of Governors, as applicable. Once approved, the link below will be updated.

For the current version of this policy, please visit the University Secretary's webpage here:
<https://www.uvic.ca/universitysecretary/policies/search/index.php>

Appendix D - Policy on Scholarly Integrity (AC1105-B)

Recognizing the Parties may not unilaterally change University policy without consent of the Approving Authority, the Parties hereby agree to jointly recommend the agreed upon changes to this Policy as noted below:



University
of Victoria

University Policy No.: AC1105 (B)
Classification: Academic and Students
Approving Authority: Board of Governors
Effective Date: June 2023
Supersedes: December/12
Last Editorial Change: April 2021

POLICY ON SCHOLARLY INTEGRITY (Pursuant to the Collective Agreement)

1 Preamble

- 1.1 The University of Victoria is a place of education, scholarly enquiry **and creative work**. 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 Scope

- 2.1 This policy applies to all matters of scholarly integrity conducted by persons represented by the Faculty Association. This policy supercedes provisions of the Collective Agreement between the University and the Faculty Association, except where specifically referenced herein.
- 2.2 The Parties agree that the requirements of the **Tri-Agency Framework: Responsible Conduct of Research** prevail over the provisions of this Policy or the Collective Agreement, where the scholarly activity in question is funded by a Tri-Agency.

3 Definitions

For the purposes of this Appendix:

- 3.1 **“Administrative Authority”** means the person designated by the Vice-President Research and Innovation to carry out the inquiry process under this policy.
- 3.2 **“Allegation” means a declaration, statement or assertion communicated in writing to the University or a funder to the effect that there has been, or continues to be, a breach of one or more research-related policies, the validity of which has not been established.**
- 3.3 **“Complaint”** means a written allegation of misconduct in a scholarly activity that complies with the requirements of s. 8.1 that has been forwarded to the Vice-President Research and Innovation **or to a funder. “Complainant” means an individual who has notified an Institution or a funder of a potential breach of scholarly integrity.**
- 3.4 **“Days”** means calendar days unless otherwise stated.
- 3.5 **“Dean”** includes Head of the **School** of Medical Sciences or the University Librarian if the Respondent is a Librarian.
- 3.6 **“Inquiry”** means the process described in Section 9.
- 3.7 **“Investigation” means the process described in Section 10.**
- 3.8 **“Respondent”** means a person in respect of whom an allegation of misconduct in Scholarly Activity has been made.
- 3.9 **“Responsible” means an official complaint made in good faith and based on reasonable grounds.**
- 3.10 **“Reviewer”** means a person appointed to conduct the **Inquiry** described in Section 9.
- 3.11 For the purposes of this policy, **“Scholarly Activity”** includes all activities by Members that are appropriate for inclusion in a curriculum vitae as scholarship, research (including graduate student supervision), or other creative activity.
- 3.12 **“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), sponsors of the Tri-Agency Framework:

Responsible Conduct of Research which informs this policy.

3.13 **“Third-Party” means an individual involved in an Inquiry or an Investigation who is neither the Complainant nor the Respondent and who must follow the Institution’s policies and processes regarding confidentiality and participation.**

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

4 Scholarly Integrity

4.1 Members engaged in Scholarly Activity shall exhibit honest and thoughtful inquiry, rigorous analysis, commitment to the dissemination of research results, and adherence to the use of professional standards, intellectual honesty and integrity in all their scholarly activities.

4.2 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.

4.3 Members are also responsible for scholarly rigour and integrity in teaching including evaluating the work of students in a fair manner.

4.4 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 **and creative activity. In addition, Members shall follow the requirements of applicable institutional policies and professional or disciplinary standards and shall comply with applicable laws and regulations.** At a minimum, Members are responsible for the following:

- (a) **Rigour**: Scholarly and scientific rigour in proposing and performing research; in recording, analyzing and interpreting data; and in reporting and publishing data and findings.
- (b) **Record keeping**: Keeping complete and accurate records of data, methodologies and findings, including graphs and images, in accordance with the applicable funding agency **and/or** agreement, institutional policies, laws, regulations and professional or disciplinary standards in a manner that will allow verification or replication of the work by others.
- (c) **Accurate referencing**: Referencing and, where applicable, obtaining permission for the use of all published and unpublished work, including theories, concepts, data, source material, methodologies, findings, graphs and images.
- (d) **Authorship**: Including as authors, with their consent, all those and only those who have made a substantial contribution to, and who accept responsibility for, the contents of the publication, **creative work** or document. The substantial contribution may be conceptual or material.
- (e) **Acknowledgment**: Acknowledging appropriately all those and only those who have contributed to research, including funders and sponsors.

- (f) **Conflict of interest management:** Appropriately identifying and addressing any real, potential or perceived conflict of interest in accordance with the institution's policies on conflict of interest **and intellectual property.**
- (g) **Principles of responsible conduct of management: Familiarizing** themselves with principles of responsible conduct of research, **including the regulations and policies on the use of research funds,** and for the application of these principles to foster a positive and constructive research-working environment. Researchers with oversight roles shall provide appropriate supervision of, and training to, their trainees and research personnel in responsible conduct of research.

4.5 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.

5 SCHOLARLY MISCONDUCT

5.1 Scholarly misconduct (**including a breach of the Tri-Agency Framework on Responsible Conduct of Research for those funded by the Tri-Agencies**) includes, but is not limited to:

- (a) **Making up data, source material, methodologies or findings, including graphs and images;**
- (b) **Manipulating, changing or omitting data, source material, methodologies or findings, including graphs and images, without appropriate acknowledgement, such that the research record is not accurately represented;**
- (c) Destroying one's own or another's research data or records in contravention of the applicable funding agreement, institutional policy and/or laws, regulations and professional and disciplinary standards. This also includes the destruction of data or records to avoid the detection of wrongdoing;
- (d) Presenting and using another's published or unpublished work, including theories, concepts, data, source material, methodologies or findings, including graphs and images, as one's own, without appropriate referencing and, if required, without permission;
- (e) Claiming or implying redundant publications to be original work, where "redundant publications" are "the re-publication of one's own previously published work or part thereof, including data, in any language, without adequate acknowledgment of the source, or justification" (Responsible Conduct of Research Framework, 2021);
- (f) Giving inaccurate attribution of authorship, including attribution of authorship to persons other than those who have made a substantial contribution to, and who accept responsibility for, the contents of a publication, document or creative work;
- (g) Failing to appropriately recognize contributors;
- (h) Failing to appropriately identify any real, potential or perceived conflict of interest, in accordance with the institution's policies on conflict of interest in research and intellectual property;
- (i) Failing to comply with the University's policies with respect to research;
- (j) Engaging in financial misconduct or fraud in the administration or use of research accounts;
- (k) Using research funds in a manner that is not in accordance with the terms and conditions under which those funds were received;
- (l) Failing to maintain guarantees of confidentiality to research participants;
- (m) Failing to provide true, complete and accurate information in a funding or award

application or related document (such as a letter of support or a progress report), or listing co-applicants, collaborators or partners without their agreement, and to represent oneself, one's research and one's accomplishments in a manner consistent with the norms of the relevant field;

- (n) Failing to meet funding agency policy requirements, or to comply with relevant policies, laws or regulations, for the conduct of research, **including the Tri-Agency Guide on Financial Administration**; or failing to obtain appropriate approvals, permits or certifications before conducting these activities, or participating in review process while **ineligible or while** under investigation **(e.g., in regard to ethics, integrity, financial management, etc.)**;
- (o) Opposing the publication of the work of another scholar or criticizing a research grant application for the purposes of benefiting oneself directly or indirectly.
- (p) Any other breach of a requirement of the Tri-Agency Framework on Responsible Conduct of Research, in the case of research done under Tri-Agency funding.

5.2 Scholarly misconduct shall not include any matter involving only an honest difference of opinion or an honest error of judgment.

5.3 Notwithstanding s. 5.2, where the research is done with Tri-Agency funds, or the investigation is done at the request of the Secretariat on Responsible Conduct of Research, in determining whether an individual has breached an Agency policy, it is not relevant to consider whether a breach was intentional or a result of honest error. However, intent is a consideration in deciding on the severity of the recourse that may be imposed.

6 DATA AND MATERIAL PRODUCTS

6.1 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.

6.2 In the event that an allegation of misconduct proceeds to **an Inquiry**, 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. **This is also true in the case of an Investigation.**

7 ROLES OF INDIVIDUALS IN ADDRESSING ALLEGATIONS OF BREACHES

7.1 Individuals are expected to report in good faith and confidentiality any information pertaining to possible breaches of scholarly integrity to the institution where the researcher is currently employed or has a formal association.

7.2 Individuals involved in an Inquiry or Investigation must follow the institution's policies and processes as a Complainant, a Respondent or a Third Party, as appropriate.

7.3 The confidentiality and the privacy of the Complainant(s) and the Respondent(s) will be protected to the extent possible under institutional policy and relevant

laws, legislation and agreements (but see section 13.2.1, in the case of Tri-Agency research).

8 ALLEGATIONS

Receiving Allegations

- 8.1 An allegation of scholarly misconduct must be in writing and shall contain sufficient detail to enable the Respondent to understand and respond to the matter. 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(s) making the allegation **(i.e., the Complainant(s))** must identify themselves. Anonymous allegations will be considered **(e.g., through Safe Disclosure) only** if accompanied by sufficient information to enable the assessment of the allegation and the credibility of the facts and evidence on which the allegation is made, without the need for further information from the **Complainant**.
- 8.2 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. A Complainant who is known to the University and is making the Complaint in good faith or a person providing information related to a Complaint shall be protected, to the extent possible, from reprisals in a manner consistent with relevant legislation.
- 8.3 A Complaint containing allegations of scholarly misconduct shall be sent to the Office of the Vice-President Research and Innovation, **except in cases under 8.10.**
- 8.4 Where the allegation is related to conduct that occurred at another institution, the Vice-President Research and Innovation (or designate) will contact the other institution and determine with that institution's designated point of contact which institution is best placed to conduct the inquiry **and, if needed, investigation,** if warranted. The receiving institution must communicate to the Complainant which institution will be the point of contact for the allegation.
- 8.5 The University may independently, or at the funding Agency's request in exceptional circumstances, take immediate action to protect the administration of Agency **or other research** funds. Immediate actions could include but are not limited to freezing grant accounts, requiring a second authorized signature from an institutional representative on all expenses, or other measures, as appropriate.

Investigating Allegations

- 8.6 If the Respondent and the matter complained of, fall within the scope of this policy, the Vice-President Research and Innovation shall designate the Administrative Authority in respect of the Complaint, who shall normally be the Respondent's Home Unit Dean. If the Complainant is a graduate student, the Complaint shall also be forwarded by the Administrative Authority to the Dean of Graduate Studies.
- 8.7 Where there is more than one Respondent and not all are from the same unit, the Vice-

President Research and Innovation shall designate the Administrative Authority from among the Deans of the Respondents' Home Units, with such variations as are necessary.

- 8.8 On receipt of a Complaint containing an allegation of scholarly misconduct, the Administrative Authority shall determine whether the allegations fall within the definition of scholarly misconduct in Section 5 and the form of the Complaint complies with s. 8.1. Where the Complaint does not fall within the definition of scholarly misconduct in Section 5 or does not comply with s. 8.1 or, in the opinion of the Administrative Authority, the allegation is trivial, frivolous or vexatious, the Administrative Authority shall notify the Complainant as soon as possible.
- 8.9 In the case of an allegation of misconduct involving Tri-Agency funding and/or Scholarly Activity supported by Tri-Agency funding, the Vice-President Research and Innovation shall, subject to any applicable laws, including privacy laws, forward a copy of the allegation to the Secretariat on Responsible Conduct of Research.
- 8.10 Where the Complaint falls within the definition of scholarly misconduct in s. 5.1 (j) or 5.1 (k), the allegations will be considered under the Discipline Article of the Collective Agreement for Faculty and Librarians. The matter will be investigated by the Office of Internal Audit (or agent). Internal Audit manages the Safe Disclosure process (UVic) and upholds PIDA (provincial); complaints relating to financial matters may therefore be submitted to Internal Audit directly via other mechanisms.

9 INQUIRIES

An inquiry is the process of reviewing an allegation to determine:

- **whether the allegation is responsible;**
- **the particular policy or policies that may have been breached;**
- **the nature and seriousness of the breach; and**
- **if an investigation is warranted based on the information provided in the allegation.**

- 9.1 Where a Complaint falls within the definition of scholarly misconduct in Section 5 (except as in 8.10) and the form of the Complaint complies with s. 8.1, the Administrative Authority shall:
- (a) Within five (5) Working days of receiving the Complaint, 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 Respondent. The notice shall advise the Respondent that they may, within five (5) Working days of the notice, request a meeting with the Administrative Authority to discuss the Complaint.
 - (b) Not later than ten (10) Working days after receiving a Complaint, appoint a Reviewer **who is qualified to assess the allegation and** 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 **an Inquiry**. Where the Faculty is not divided into units, the Administrative Authority shall appoint a senior faculty or academic staff member from another Faculty. The purpose of the **Inquiry** is to determine whether the **allegation** is a responsible complaint and **whether it warrants an Investigation (as per 9.6).**
 - (c) Advise the Respondent and Complainant of the name of the person appointed to

conduct the Inquiry.

- 9.2 Any objection to the person appointed to conduct the Inquiry shall be made to the Administrative Authority within seven (7) Working days. The only grounds for objection are alleged bias or conflict of interest. The Administrative Authority's disposition of any such objection shall be final.
- 9.3 The Reviewer shall proceed informally and in complete confidentiality, except as required under **s. 9.4**. 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 their **Inquiry report**, the Reviewer may request the Complainant and the Respondent to comment on all or portions of a draft report.
- 9.4 The Reviewer shall consult with the Respondent's Chair to understand relevant standards in the Respondent's field. The Chair may seek the advice of other scholars in the Respondent's field, without disclosing the presence of the Complaint.
- 9.5 Normally, within thirty (30) Days of being appointed, the Reviewer shall report in writing to the Administrative Authority, with copies to the Respondent, the Complainant, and the Vice-President Academic.
- 9.6.1 **An Inquiry may conclude without proceeding to an Investigation if:**
- a) **the allegation is not responsible; or**
 - b) **the allegation is responsible and a breach is not substantiated;**
 - c) **the allegation is responsible, a breach is substantiated, the nature and seriousness of the breach can be assessed, and the Respondent accepts responsibility (for Tri-Agency funded research, see section 13 and section 14).**

In any other circumstance, an Investigation must take place.

- 9.6.2 **Disciplinary action can be taken against a Respondent by the University following an Inquiry subject to all requirements in Article 46 of the Faculty and Librarian Collective Agreement, including the requirements for an Investigation, regardless of whether the Respondent accepts responsibility.**
- 9.7 **An Investigation must be conducted when:**
- a) **the Inquiry has not established whether or not a breach has occurred; or**
 - b) **a breach is substantiated at the inquiry stage but the respondent denies/contests responsibility for the breach; or**
 - c) **additional issues are identified through the inquiry.**
- 9.8 Where a Complaint warrants an **Investigation, the Inquiry report** shall:
- (a) specify the allegations of misconduct in Scholarly Activities that require an Investigation;
 - (b) include particulars of the evidence considered by the Reviewer that may be relevant

- to each allegation of misconduct;
- (c) list any documents or records considered by the Reviewer; and
- (d) attach copies of all documents provided to the Reviewer by either the Complainant or the Respondent or the Chair under **s. 9.4**.

10 INVESTIGATIONS

An investigation is a systematic process, conducted by a committee appointed by the institution for the purpose of determining the validity of an allegation. An investigation involves collecting and examining any evidence related to the allegation and making a decision as to whether a breach has occurred.

- 10.1 Within five (5) Working days following receipt of the **Inquiry** report, the Administrative Authority shall advise the Respondent and the Complainant of the outcome of the **Inquiry** and shall forward a copy of the **report** to the Vice-President Research and Innovation.
- 10.2 Where the **Inquiry** concludes that the Complaint does warrant an **Investigation**, the Administrative Authority shall, within ten (10) Working days of receiving the report, request the Vice-President Research and Innovation to appoint **an Investigation Committee** to conduct an **Investigation** into the Complaint.
- 10.3 **The Investigation** Committee shall be appointed with the authority to decide whether a breach occurred. The Committee shall consist of three (3) members **who have the necessary expertise and** 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 **and/or Scholarly Activity funded by the Tri-Agencies**. One of the members shall be appointed as the Chair. The Administrative Authority shall advise the Respondent and the Complainant of the composition of the **Investigation** Committee.
- 10.4 Any objection to the composition of the **Investigation** Committee shall be made to the Authority within five (5) Working days. The only grounds for objection are alleged bias or conflict of interest. The Administrative Authority's disposition of any such objection shall be final.
- 10.5 The terms of reference of the **Investigation** Committee are:
 - (a) to determine in accordance with **s. 10.10** (a) and (b) whether the Respondent has committed misconduct in relation to a Scholarly Activity **(i.e., that a breach has occurred)**; and
 - (b) to make recommendations in accordance with either **s. 10.11** or **s. 10.13**.
- 10.6 The **Investigation** Committee has the right to see any relevant documents in the possession of the University or a Member subject to the limitations specified in s. 6.2, 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.
- 10.7 The **Investigation** Committee shall either hold a hearing on the matter or (with the

consent of the Respondent) conduct its **Investigation** 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.

- 10.8 The **Investigation** Committee 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 **Investigation** Committee and may be considered by the Committee in making any decision or recommendation.
- 10.9 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 **Investigation** Committee and the opportunity to call witnesses on behalf of the Respondent.
- 10.10 The **Investigation** Committee shall determine whether clear, cogent and convincing proof establishes a preponderance of evidence that:
- (a) the Respondent has committed misconduct in a Scholarly Activity (**i.e., that a breach has occurred**); and
 - (b) where the Committee finds misconduct, whether the misconduct constitutes a serious breach as defined in s. **10.10.1**.
- 10.10.1 In determining whether a breach is serious, the **Investigation** Committee will consider the extent to which the breach jeopardizes the safety of the public or brings the conduct of research into disrepute. This determination will be based on an assessment of the nature of the breach, the level of experience of the researcher, whether there is a pattern of breaches by the researcher, and other factors as appropriate. Examples of serious breaches may include, but are not limited to:
- Recruiting human participants into a study with significant risks or harms without Research Ethics Board approval, or not following approved protocols;
 - Using animals in a research study with significant risks or harms without Animal Care Committee approval, or not following approved protocols;
 - Deliberate misuse of research grant funds for personal benefit not related to research;
 - Knowingly publishing research results based on fabricated data;
 - Obtaining grant/award funds from the Agencies by misrepresenting one's credentials, qualifications and/or research contributions in an application.
- 10.11 Within sixty (60) Working days of being appointed, the **Investigation** Committee shall prepare a written **Investigation** Report setting out the evidence considered, their findings of fact, any determinations of credibility, and their determinations under s. **10.10**. The Investigative Report shall be provided to the Administrative Authority.

- 10.12 Within five (5) Working days of receipt of the Investigative Report, the Administrative Authority shall provide copies of the Investigative Report to the Respondent, the Complainant, the Vice-President Research and Innovation and the Vice-President Academic and Provost, with notice to the Respondent, the Dean and the Complainant as to whether the Complaint was substantiated. Where the Complaint is substantiated, the Administrative Authority shall also advise the Respondent whether discipline will be initiated under the collective agreement.
- 10.13 Where the **Investigation** Committee 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 steps that should be taken by the Complainant or the University to help overcome any damage to the Respondent's reputation caused by the Complaint.
- 10.14 Where the Complaint is not substantiated, the Administrative Authority in consultation with the Respondent and in light of any recommendations made by the **Investigation** Committee 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.

11 APPEALS

- 11.1 The **Investigation** Committee's finding under **s. 10.10** may be appealed by the Respondent in accordance with the following requirements and procedures:
- (a) The Respondent will advise the Vice-President Research and Innovation of the appeal and the basis for the appeal in writing no later than ten (10) Working days from the Respondent receiving the Committee's findings.
 - (b) The Respondent may only appeal on the following grounds, or a combination thereof:
 - i. that the Committee's process failed to follow the principles of natural justice or procedural fairness;
 - ii. that the Committee failed to materially address one or more of the Respondent's statements of defense;
 - iii. that the Committee's decision shows evidence of bias; or
 - iv. that new information, not previously available to the Respondent, has been discovered, which addresses one or more of the reasons for the Committee's finding.
 - (c) Failure by the Respondent to identify one or more grounds of appeal as outlined in **s. 11.1** (b) will result in summary dismissal of the appeal by the Vice-President Research and Innovation.
 - (d) The appeal will be heard by a new committee appointed by the Vice-President Research and Innovation in accordance with **s. 10.3**; this committee will be the Appeal Committee.
- 11.2 The appeal will be determined on the basis of written submissions alone and in accordance with the principles of natural justice and procedural fairness.

- 11.3 Denial of an appeal under s. 11.1 (c), and any decision by the Appeal Committee, is final and is not subject to grievance.

12 NOTIFICATION OF FUNDING AGENCIES

- 12.1 The Vice-President Research and Innovation (or designate) shall undertake the necessary reporting to the Tri-Agency Secretariat on Responsible Conduct of Research, and to any granting agency or sponsor of the Scholarly Activity in question and may inform other relevant persons or entities in the interests of protecting the integrity of Scholarly Activity.

13 INSTITUTIONAL RESPONSIBILITY

- 13.1 Whenever an Inquiry or an Investigation concludes that a serious breach has occurred, the Vice-President Research and Innovation may appoint a Reviewer to evaluate the integrity of all other Scholarly Activity previously undertaken by that Respondent at this University.

In the case of Tri-Agency-funded research or scholarly activity:

- 13.2 Subject to any applicable laws, including privacy laws, the University shall advise the relevant Tri-Agency or the Secretariat on Responsible Conduct of Research immediately of any allegations related to activities funded by the Agency that may involve significant financial, academic, health and safety, or other risks.**

13.2.1 The institution is required, under the terms of the Responsible Conduct of Research Framework, to provide the Secretariat on Responsible Conduct of Research the name of the Respondent.

- 13.3 The University shall inform the Secretariat on Responsible Conduct of Research confirming whether or not an Inquiry or Investigation is proceeding where the Secretariat was copied on the allegation as per s. 8.9 of this policy.**

- 13.4 The University and the Respondent may not enter into confidentiality agreements or other agreements related to an Inquiry or Investigation that prevent the University from reporting to the Tri-Agencies through the Secretariat on Responsible Conduct of Research.**

14 TIME LIMITS

- 14.1 All time limits in these procedures may be extended in writing by agreement of a designated representative of the Faculty Association and Faculty Relations. The Respondent, Complainant and Administrative Authority shall be advised of both the extension of time and the reasons for the extension.

In the case of Tri-Agency funding:

- 14.2 Normally, the University should submit a report of an Inquiry to the Secretariat on Responsible Conduct of Research within two (2) months of receipt of an allegation. If an Investigation is warranted, normally the University has an**

additional five (5) months following the end of the Inquiry to conduct an Investigation and submit its report to the Secretariat. The University therefore has a total of seven (7) months from the date of receipt of an allegation that results in an Investigation to report to the Secretariat on Responsible Conduct of Research.

Appendix xx - LOU: Extended Health Benefits Plan Changes

Whereas there is a shared interest in having a benefits plan which supports Member health and is affordable to the University and Members;

The Parties hereby agree to continue the current extended health plan as outlined in the Faculty Benefits Handbook (<https://www.uvic.ca/hr/assets/docs/benefits/FacultyBenefitsHandbook.pdf>) dated ~~July 2022~~, **September 1 2025** with the following changes:

- a) ~~coverage of oral and non-oral contraceptives;~~
- b) ~~increase of the maximum annual reimbursement from \$1200 to \$1800 for clinical psychology/counselling;~~
- c) ~~increase in payment from \$30 to \$60 per visit for physiotherapy and massage therapy for the first twelve (12) visits in a calendar year; and~~
- d) ~~change in the cost share of premiums with the University such that the Member pays 30% and the University pays 70%.~~

1. Counselling and Psychology Benefits

Effective July 1, 2027, the maximum annual coverage for counselling and psychological services shall increase from \$1,800 to \$2,400 in accordance with the terms of the benefits plan.

2. Virtual Health Services

Effective January 1, 2027, Members shall be provided with access to TELUS Virtual Health services, on a pilot basis, subject to the terms and conditions of the provider agreement. The pilot will be re-evaluated by the Parties prior to January 1, 2029, and if the pilot is not renewed, the funds will be reallocated either to another virtual health service, or to other benefits agreed upon between the Parties.

3. Massage and Physiotherapy Benefits

Effective July 1, 2026 the maximum annual coverage for massage and physiotherapy shall increase from \$750 to \$1000 in accordance with the terms of the benefits plan.

4. Creation of a Health Spending Account of \$350 beginning in January 1, 2027 increasing to \$650.00 July 1, 2027.

5. To support plan sustainability with these enhancements, the annual deductible will increase from \$75.00 to \$100.00, effective July 1, 2026.

Appendix N - LOU: Indigenous Faculty and Librarian Community-Engagement Fund

Whereas the University and Faculty Association are committed to decolonization, Indigenization, and reconciliation;

And whereas the University and Faculty Association understand the importance of engaging community in the work carried out by Indigenous Faculty and Indigenous Librarians as it relates to Members' Academic or Professional Responsibilities;

And whereas the University and Faculty Association are committed to supporting the success of Indigenous Members;

The Parties hereby agree that:

1. ~~An The~~ Indigenous Community-Engagement Fund ("the Fund") shall ~~be established~~ continue on July 1, 202~~35~~3 in the amount of \$~~60,000~~100,000.
2. The Fund is intended to provide support to Indigenous Members to offset the costs of working in Indigenous communities and engaging Indigenous communities in work carried out on campus, including costs associated with bringing community members to campus, as it relates to the Member's Academic or Professional Responsibilities.
3. An Indigenous Member can apply for reimbursement of claimable expenses incurred to a maximum of \$~~1,000~~1,500 per year, until the Fund is expended.
4. Applications will be adjudicated by the Vice-President Indigenous or designate. Indigenous Members can apply to the Fund on April 1, August 1 and December 1 of each year for funds in advance, subject to a submission of receipts no later than one year from the date of the advance. If advanced funds are not used in full, they will be returned to the Fund.

Appendix P - LOU: Joint Committee on Faculty and Librarian Disability Management

Whereas, in accordance with the Letter of Understanding *“Processes, Procedures, and Documentation for Faculty requesting Sick Leave, Return to Work, and Accommodation”* in the 2019-2022 Collective Agreement, the Parties participated in an external audit of the University’s disability management systems for faculty and librarians in Spring 2021;

And whereas the report of the external disability management consultant (Reed Group) noted both strengths and areas for improvement;

And whereas the Parties wish to address the recommendations jointly;

The Parties hereby agree that:

1. A joint working group shall be formed within six (6) months of ratification of this Agreement, comprising of three (3) members chosen by the Faculty Association, and three (3) members chosen by Administration. The joint working group shall be a sub-committee of the Joint Committee on the Administration of the Agreement and shall be referred to as the “Joint Sub-Committee on Disability Management for Faculty and Librarians (JSDM)” (“the Committee”).
2. The mandate of the JSDM is to review the recommendations of the Reed Group, and to determine which of the recommendations should be implemented. The JSDM will then work collaboratively to implement those recommendations the Parties agree on. The JSDM will take a systems review approach and will not review or discuss individual cases.
3. The Committee will meet quarterly until such time as the agreed upon recommendations are implemented, at which time the Committee will meet annually to consider whether any adjustments to the process are to be recommended.
4. Recommendations will be received by the Vice-President Academic and the Vice-President Finance and Operations and will be shared with leaders whose portfolios include disability management for faculty and librarians.
5. A response to the recommendations will be provided by the University to the Committee within thirty (30) days of receipt.

Without Prejudice – Letter of Commitment

Re: Childcare

The University of Victoria recognizes that access to childcare is a significant factor in recruitment, retention, equity, and overall wellbeing for faculty, staff, and students. While this letter does not create binding obligations beyond those expressly stated, it reflects a good-faith commitment to focused work and collaboration.

1. Capital Planning and Childcare Expansion

The University has a commitment to examine opportunities for childcare expansion through capital planning, acknowledging that any such expansion will require collaboration with UVic Capital Planning and adherence to institutional planning processes as well as other approval bodies.

Capital planning work includes:

- Update on planned renewal to existing facilities
- Identification of potential capital-based solutions;
- Consideration of timelines, feasibility, and constraints including the requirement for and availability of provincial capital funding;
- The communication of findings to the Faculty Association.

2. Exploration of After-School Care Models

The University commits to exploring potential after-school care partnership models in the local community to as a component of addressing childcare needs, particularly for school-aged children.

The University explicitly commits to engaging with the Faculty Association on this aspect of the work to seek FA-specific feedback, insights, and priorities, recognizing the expertise and lived experience of members.

3. Review of Waitlist Priority Frameworks

The University will review existing and potential waitlist priority frameworks, including consideration of how access is allocated among:

- Students
- Staff
- Faculty

This review will explicitly examine equity-related considerations, including potential ramifications for different groups.

Nature of This Letter

This Letter of Commitment reflects the intention of the University of Victoria at the time of signing. It does not amend the Collective Agreement, does not create enforceable rights, and does not establish precedent beyond the commitments expressly described herein.

Signed on this ____ day of _____, 2026

Jim Dunsdon, Associate Vice-President Student Affairs

University of Victoria

LETTER OF UNDERSTANDING

Between

THE UNIVERSITY OF VICTORIA

("UVIC")

and

THE UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("UVFA")

Re: Eliminate Course Reviews and Replace with Continuous Learning Activities

WHEREAS the Parties have agreed to eliminate the course review provisions from the Collective Agreement and to the implementation of "Continuous Learning" requirements, and

WHEREAS the Parties have previously agreed to an implementation plan for these changes in "LOU-Course Reviews", signed April 7th, 2026 which facilitated the implementation of Continuous Learning into the previous Collective Agreement,

THEREFORE, The Parties therefore agree to the following:

Implementation of Continuous Learning and phase-out of Course Reviews

- 1.1 For RPT files considered in 2026 and for RPT and salary evaluation files considered in 2027, a Member may choose to submit course reviews and/or evidence of continuous learning activities. Where a Member chooses to submit continuous learning evidence, expected hours will be pro-rated from April 7th, 2026 (the date the previous LOU was signed) to the applicable file submission date (for example, a Member submitting an RPT file in September 2027 would be expected to report approximately 28 hours of continuous learning since the date of signing).
- 1.2 Members on study leave are not required to demonstrate continuous learning but may choose to count eligible activities toward their continuous learning requirement undertaken during their leave.

No Prejudice / No Precedent

Nothing in this LOU shall be construed as amending the Collective Agreement except as expressly stated herein, nor shall it establish precedent beyond the terms of this LOU.

DRAFT: Without Prejudice or Precedent

LETTER OF UNDERSTANDING

Between

THE UNIVERSITY OF VICTORIA

("UVIC")

and

THE UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("UVFA")

RE: Associate Chair Stipends

WHEREAS The University and the University of Victoria Faculty Association share a commitment to supporting academic units in addressing the administrative and workload demands associated with Chair roles; and

WHEREAS Associate Chairs play a significant role in administrative leadership, operational continuity, and the effective functioning of academic units; and

WHEREAS Associate Chair appointments contribute to leadership development and succession planning within Faculties by supporting the preparation and mentoring of future academic leaders;

THEREFORE, the parties agree as follows:

1. To establish stipends for faculty members appointed as Associate Chairs, consistent with Article 54 of the University of Victoria Faculty Association Collective Agreement; effective January 1, 2027.

2. Stipend Amounts

For the purposes of this LOU, unit size shall be determined by the number of faculty members in the unit.

<u>Unit Size</u>	<u>Annual Stipend</u>
<u>15–29 faculty members</u>	<u>\$4,000</u>
<u>30 or more faculty members</u>	<u>\$6,000</u>

In recognition of the operational needs of smaller Units, Associate Chair appointments in such Units may be approved and funded by the Dean, consistent with and subject to the provisions of Article 54 of the Collective Agreement.

3. Funding Allocation

For budgeting purposes, the parties acknowledge the following distribution:

- 22 units in the 15–29 category: \$88,000
- 5 units in the 30+ category: \$30,000

4. Nature of the Stipend

5.1 The Associate Chair stipend:

- a. Is an administrative stipend payable pursuant to Article 54;
- b. Does not form part of base salary;
- c. Is payable only for the duration of the Associate Chair appointment and not while on leave.

5.2 Receipt of the stipend does not create a continuing entitlement beyond the term of appointment.

5. No Prejudice / No Precedent

Nothing in this LOU amends or limits Article 54 of the Collective Agreement except as expressly stated, nor does this LOU establish precedent beyond its terms.

LETTER OF UNDERSTANDING

Between

The University of Victoria

and

The University of Victoria Faculty Association

Re: BPoC Faculty and Librarian Pilot Initiative

Whereas

1. Black and other racialized members of the University of Victoria Faculty Association ("BPoC Members") may experience systemic and institutional barriers, including racism and discrimination, that adversely affect their working conditions, wellbeing, career sustainability, and sense of belonging;
2. The University and the Faculty Association share a commitment to advancing equity, anti-racism, and inclusive institutional practices affecting faculty and librarians;
3. The Parties wish to establish a pilot initiative to support BPoC members by:
 - 3.1. Providing confidential, non-adjudicative coaching, guidance, and process and systems navigation to BPoC Members to support timely and appropriate access to institutional programs and resources;
 - 3.2. Reducing isolation and increasing trust, clarity and connection among BPoC faculty and librarians through improved understanding of institutional processes and supports;
 - 3.3. Bringing faculty and librarian expertise and lived experience into institutional equity and anti-racism work through structured advisory engagement with EQHR;
 - 3.4. Through participation on EQHR committees, informing institutional learning and improvement with regards to recurring systemic patterns, process gaps and barriers affecting BPoC Members;
 - 3.5. Strengthening coordination, transparency and role clarity between the Faculty Association, EQHR, and others as appropriate.

To accomplish the above noted objectives, the Parties agree to a 3-year pilot initiative. The pilot includes three new positions within the Faculty Association: two (2) BPoC Outreach Leaders and one (1) BPoC Faculty and Librarian Advisor. The Parties also agree that the University will provide \$20,000 per annum on an ongoing basis for the BPoC Faculty and Librarian Advisor to organize activities for BPoC Members. In addition, the pilot initiative will receive support from the Advisor, Black Inclusion Initiatives, situated in EQHR. This support will be equivalent to a minimum of 0.75 FTE, of which half of the full salary will be funded by the University for the duration of the pilot.

If, at the conclusion of the pilot, the Parties deem it successful, the funding for the Advisor, Black Inclusion Initiatives, will continue.

If the pilot is ended, will be used for other equity-related purposes that benefit Members, to be jointly agreed to by the Parties.

Terms of Reference

1. Context and Shared Commitments

The Parties recognize that BPoC Members may experience systemic and institutional barriers, including racism and discrimination, that affect their working conditions, wellbeing, career sustainability, and sense of belonging. The Parties affirm their shared commitment to advancing equity, anti-racism, and inclusive institutional practices affecting faculty and librarians.

The Parties acknowledge their shared commitment to advance the principles of Black Flourishing, Inclusive Excellence, Mutuality, and Accountability and recognize that this work is a priority for the University.

The Parties express their intention to work collaboratively to explore a structured pilot initiative designed to enhance support for BPoC Members and strengthen institutional equity capacity across the University.

2. Anticipated Structure of the Pilot

While this letter focuses on EQHR's collaborative engagement with the BPoC Faculty and Librarian Advisor for the purposes of defining EQHR's role, it does not preclude collaboration with other Faculty Association roles, such as the two BPoC Outreach Leaders or a BPoC Council.

3. Anticipated Roles and Functions

To support the purpose of the pilot, the Parties anticipate that the Faculty Association will establish an advisory and outreach framework through which Member-rooted insights can be shared with EQHR in a structured, non-adjudicative manner.

3.1 BPoC Faculty and Librarian Advisor

The Parties anticipate that the BPoC Faculty and Librarian Advisor role would be consultative, Member-specific, and non-managerial in nature, with responsibilities such as:

- Providing coaching, guidance, and systems navigation to BPoC Members;
- Serving as a Faculty Association collaboration and consultation point with EQHR on Member-related equity matters;
- Identifying aggregated, non-identifying systemic themes;
- Contributing to institutional learning through evidence informed advice.
- Working with other organizations and individuals on campus, including the UVABPA, and the FA BPoC Liaison who have a complementary mandate with that of the BPoC Advisor.

The Parties understand that the BPoC Faculty and Librarian Advisor would not act as an advocate in disputes, conduct investigations, interpret the Collective Agreement, or exercise managerial authority.

3.2 BPoC Outreach leaders

The Parties anticipate that the Faculty Association will create two BPoC Outreach leaders who will work with the BPoC Faculty and Librarian Advisor. They would not act as advocates in disputes, conduct investigations, interpret the Collective Agreement, or exercise managerial authority.

4. EQHR Engagement and Consultation within the Pilot Initiative

EQHR affirms its intention to engage constructively and collaboratively with the Faculty Association throughout the three-year pilot period. Engagement will focus on strengthening institutional learning, improving equity-related processes, and supporting the Faculty Association's advisory framework (the BPoC Council and BPoC Caucus) while respecting the distinct roles, mandates, and authorities of each Party.

4.1 Regular Meetings and Communication

To support ongoing coordination, EQHR expresses its intention to:

- Participate in monthly meetings between the Associate Vice-President, Equity and Human Rights (AVP EQHR), the BPoC Faculty and Librarian Advisor, and the Faculty Association President or designate, for the purpose of information sharing, consultation, and alignment on Member-related equity initiatives and making appropriate referrals to Faculty Relations and/or FA Membership services officers as required;
 - Engage in additional meetings, as mutually agreed, to address emerging issues, project-specific consultation needs, or institutional learning opportunities;
 - Maintain open channels of communication with the BPoC Faculty and Librarian Advisor and the Faculty Association regarding matters within the scope of this pilot.
 - Incorporate Member-rooted feedback and consultation advice into the planning, refinement, and continuous improvement of equity-related institutional initiatives outside those in the University of Victoria Collective Agreement, ensuring that insights arising from the pilot inform EQHR's approach.
 - For matters that are related to the University of Victoria Collective Agreement the parties shall refer to the Executive Director, Faculty Relations and Academic Administration for discussion and potential next steps.
- a. Areas of Consultation During the Pilot

To support the objectives of the pilot and strengthen institutional learning, EQHR will consult with the BPoC Faculty and Librarian Advisor, through the Faculty Association, on institutional equity initiatives, including but not limited to the following:

- Preferential and Limited Hiring Policy Review: Member-informed analysis and recommendations on the design, application, and impact of equity-based hiring practices affecting Members.
- Equity Committee Connections: coordination and alignment between Faculty Association equity work and institutional equity committees, where appropriate and mutually agreed.
- Planning and Reflection on the “5 Days of Action”: advice on Member engagement, relevance, and impact of programming, drawing on lived academic experience and Member-specific perspectives.
- Anti-Racism Training: contribution of Member-based feedback and recommendations for revisions, improvements, and contextualization of anti-racism training initiatives.
- Inclusive Teaching Practices: provide advice on strengthening institutional supports for inclusive and equity-informed teaching practices, without evaluating individual teaching performance or engaging in instructional oversight.

b. Scope and Limitations of EQHR Engagement

EQHR’s engagement within this pilot is intended to:

- Support institutional learning and capacity building;
- Draw on Member-rooted insights provided through the Faculty Association’s advisory framework;
- Enhance clarity, transparency, and coordination in equity-related initiatives.

EQHR’s engagement does not include directing the work of the Advisor, supervising Faculty Association personnel, or providing support beyond that provided by the Advisor, Black Inclusion Initiatives.

5. Term and Evaluation

The Parties anticipate a three-year pilot period, with joint initial evaluation at the end of the first year, and a more fulsome evaluation prior to its conclusion.

Evaluation will focus on mandate clarity, trust, access and institutional learning, rather than managerial performance metrics. The results of this evaluation will inform whether the Parties wish to continue, modify, expand or conclude the pilot initiative.

6. Scarborough Charter Connections

The attached appendix listing EQHR staff includes the Advisor, Black Inclusion Initiatives. The role of the Black Inclusion Initiatives Advisor is to serve as a catalyst for measurable institutional change by advancing UVic's commitments to addressing anti-Black racism, Black inclusion and the principles of the Scarborough Charter. The role leads and supports education, policy, and relationship-building initiatives that strengthen Black flourishing, inclusive excellence, mutual accountability and sustained engagement with Black communities across campus.

In recognition of the Parties' shared commitments under the Scarborough Charter and their mutual interest in advancing Black inclusion and institutional equity, the Parties express their intention to support the establishment/continuation of a 0.75 FTE (or greater) Advisor, Black Inclusion Initiatives (ME7) position within EQHR to complement the Faculty Association's advisory framework. This position is anticipated to enhance institutional capacity for coordinated equity initiatives, strengthen alignment with the pilot's objectives, and support sustained progress on Black inclusion priorities in the academic context. The BPoC Advisor will work with the Black Inclusion Advisor as appropriate, given their respective roles, and both will also collaborate as appropriate with the UVABPA and other relevant campus bodies.

7. Non-Binding Nature

This Letter of Understanding is intended to record the Parties' shared intentions and mutual interest in exploring the pilot initiative. It does not constitute a binding agreement, does not create legal obligations, and does not establish precedent. Any implementation will depend on the negotiation and execution of a formal agreement approved by both Parties.

Appendix A

Purpose of this Appendix

This appendix is intended to clarify the mandate and roles within Equity and Human Rights (EQHR) that relate to faculty and librarians under this Letter of Understanding. It distinguishes between institutional, policy, and case-management functions and **Member** advocacy or representational roles, which remain the responsibility of the Faculty Association.

A. EQHR Mandate as it relates to Faculty and Librarians

Equity and Human Rights (EQHR) performs an institutional mandate as it relates to faculty and librarians, distinct from representation, advocacy, or collective-agreement enforcement.

EQHR's faculty and librarian related mandate includes:

- Developing, implementing, and advising on institutional equity, human rights, and anti-racism policies that affect faculty and librarians.

- Providing education, training, and capacity-building related to equity, discrimination, harassment, Indigenous rights, and sexualized violence prevention.
- Leading and coordinating institutional employment equity initiatives, workforce planning, and equity accountability.
- Receiving disclosures and administering informal and formal processes under University discrimination, harassment, and sexualized violence policies, where **Members** are involved.
- Conducting systemic analysis, research, and equity data reporting relevant to **Member** working conditions and institutional practices.

All advocacy, representation, and member-directed support for faculty and librarians remain within the exclusive mandate of the Faculty Association, including the FA BPoC Liaison role.

Equity and Human Rights (EQHR): Overview of positions

EQHR positions listed below provide institutional leadership, policy expertise, education, and case-management functions.

Associate Vice-President, Equity and Human Rights

Provides senior leadership for the university's equity and human rights mandate and oversees EQHR operations and strategy.

Director, Institutional Equity Initiatives

Leads institutional equity initiatives and supports the development and coordination of equity-related strategies and programs.

Director, Institutional Capacity Building (EQHR & OVPI)

Leads capacity-building initiatives that advance equity and human rights in partnership with EQHR and the Office of the Vice-President Indigenous.

Administrative Assistant

Provides administrative and reception support for EQHR and assists with office coordination.

Manager, Informal Case Resolution

Oversees informal resolution processes related to discrimination, harassment, and related concerns.

Manager, Formal Case Resolution (term)

Oversees formal complaint and investigation processes under EQHR policies.

Case Management Officer

Serves as the primary intake point for disclosures, inquiries, and complaints under EQHR-administered policies.

Coordinator, Sexualized Violence Prevention and Support

Coordinates prevention, education, and support related to sexualized violence through the Sexualized Violence Resource Office.

Advisor, Black Inclusion Initiatives (term)

Provides targeted support and institutional guidance related to Black inclusion initiatives.

Coordinator, Indigenous and Human Rights, Institutional Capacity Building (term)

Supports Indigenous and human rights initiatives through institutional capacity-building work.

Manager, Institutional Projects and Capacity Building (.5FTE)

Leads institutional projects that strengthen equity capacity and advance EQHR objectives.

Project Coordinator, Equity Action Planning and Policy

Supports the coordination of equity action planning and related policy development.

Equity Data and Research Analyst

Supports EQHR through equity-related data analysis and research.

Equity, Diversity and Inclusion Research Officer (.5FTE)

Conducts and supports EDI research in collaboration with EQHR and the Office of the Vice-President Research and Innovation.

Communications and Research Analyst

Supports EQHR communications, research, and knowledge-mobilization activities.

Indigenous Rights and Anti-Racism Officer

Advances Indigenous rights and anti-racism work within EQHR's mandate.

Education Officer (Term)

Supports education and training initiatives related to equity and human rights

Appendix XX - LOU: BPoC Teaching Reduction and Research Fund

Whereas the University and Association are committed to promoting equity, diversity, inclusion, decolonization, and anti-oppression in our community, our processes and in our scholarship and teaching;

And whereas the Parties recognize that the promotion and work of equity, diversity and anti-oppression disproportionately fall on Indigenous and Black and People of Colour (BPoC) Members;

And whereas the Parties recognize the important contributions of BPoC Members to equity, diversity, inclusion, decolonization, anti-racism, and related initiatives connected to their Academic and Professional Responsibilities, and share a commitment to ensuring equitable access to funding that supports their research, scholarly activities and teaching on BPoC experiences and issues of racism, anti-racism and inclusion;

And whereas the Indigenous and BPoC Knowledge Connection Fund established on July 1, 2022, has a remaining balance of \$274,951;

The Parties hereby agree that:

1) Separation of the Indigenous and BPoC Knowledge Connection Fund

- a. **The Parties agree to divide the existing balance of the Indigenous and BPoC Knowledge Connection Fund equally between the Indigenous Knowledge Connection Fund and BPoC Teaching Reduction and Research Fund.**

2) Funding the Fund

- a. **The fund shall receive an initial amount of \$137,475.50 from the division of the Indigenous and BPoC Knowledge Connection Fund.**
- b. **An additional \$40,000 shall be added to the BPoC Teaching Reduction and Research Fund on July 1 of each year, starting July 1, 2026.**
- c. **Unspent funds shall carry over to the following year.**

3) Eligibility

- a. **Members who self-identify as Black and People of Colour.**
- b. **To be eligible for a course reduction Members must be undertaking work related to their Academic and Professional Responsibilities in the areas of equity, diversity, inclusion, decolonization or anti-oppression.**

4) Application Consideration

- a. **Applications for a course reduction will be considered where evidence demonstrates that the work requires time roughly equivalent to teaching a 1.5 unit course (36 hours or more), is not already assigned as part of Normal**

Workload, and is not already supported by an Alternative Workload or course reduction. Multiple initiatives may be combined to satisfy the equivalency.

- b. BPoC Members may also apply for funds to support their research and scholarly activity or scholarly and professional achievement, to a maximum of \$7,000. In any one (1) year they may only apply either for course reduction or a research grant.
- c. Priority for both course reduction and research funding in b) will be given to pre-tenure and Librarian I and II BPoC Members.

5) Application Submission Process

- a. Members are encouraged to consult with the BPoC Faculty and Librarian Advisor prior to submitting an application.
- b. An application for a course reduction must be signed by the Chair or Associate Dean Academic to indicate that they support the application. Signature will not unreasonably be withheld.
- c. Chairs shall consult with the BPoC Faculty and Librarian Advisor (or designate) prior to signing the application for course reduction.
- d. Members may submit applications to the Fund at any point during the calendar year.
- e. Members seeking support from the Fund in the form of course reduction shall submit their application no less than five (5) months in advance of the session in which they propose to have a reduction in teaching duties to facilitate course scheduling and planning. Applications for course reduction will only be considered where the timeline requirement met.

6) Leadership and Selection Committee Structure

- a. The Committee shall be co-chaired by the BPoC Librarian and Faculty Advisor and Associate Vice-President Academic Programs.
- b. The BPoC Teaching Reduction and Research Committee shall include two (2) representatives from the Association's BPoC Council, and one (1) additional BPoC Member selected by the Vice-President Research and Innovation.

7) Adjudication Schedule and Distribution of Funds

- a. The Committee shall adjudicate applications three (3) times per year, with decision rendered by February 15, June 15, and October 15.
- b. Funds will be distributed through the Office of the Vice-President Academic and Provost.

8) Fund Review

- a. Beginning October 1, 2027, and annually thereafter, the Selection Committee shall present a report on the usage of the fund to the JCAA for review. The report shall include the preceding review period from July 1 to June 30 and shall include, at minimum, the number of applications to the fund, the number

of awards from the fund, and an accounting of all monies in and out of the fund during the review period.

- b. The JCAA shall review the report and provide a recommendation regarding adjustments to the allocation of funds in the case that the use of the fund is significantly less than the annual allocation.

DRAFT: Without Prejudice or Precedent

LETTER OF UNDERSTANDING

Between

THE UNIVERSITY OF VICTORIA

("UVIC")

and

THE UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("UVFA")

Re: Addressing increasing workload and instructional pressures

WHEREAS the University of Victoria and the University of Victoria Faculty Association recognize the increasing workload and instructional pressures experienced by academic units, particularly in units with growth in student demand; and

WHEREAS the Parties share a commitment to addressing these pressures in a manner that is sustainable, equitable, and consistent with the values of the University of Victoria; and

WHEREAS the Parties acknowledge that the most effective means of addressing instructional pressure is through the addition of full-time, permanent faculty capacity, rather than reliance on temporary term positions; and

WHEREAS the Parties affirm that maintaining research-informed teaching excellence requires stable, continuing faculty appointments that integrate teaching, research, and scholarly activity within academic units;

Therefore, the Parties agree to as follows:

1. To establish eight (8) new faculty positions to be located in units with high teaching ratios and instructional pressure across academic units, four (4) of which will be available in year 3 of the agreement and four (4) of which will be available in year 4 of the agreement.
2. These positions shall be allocated to academic units with strong student demand, as indicated by established institutional data and planning processes; and where these units have had lower capacity to fill instructional needs via tenure track teaching. A list of how these positions will be distributed will be appended to this LOU. The Association will be consulted on criteria through which the academic units will be selected.
3. These positions can be either Research or Teaching stream.

An allocation of a position through this LOU shall be understood as a net new addition to existing Unit hiring plans, notwithstanding any necessary attritions that may occur.

4. Funding Model

4.1 The cost of the new faculty positions shall be shared equally between the University and the Faculties.

4.2 Any unused vacancies under this LOU shall be reallocated to units that meet the criteria as outlined in Sections 2 and 3 of this LOU at the end of this Agreement.

5. Appointment Processes

Appointments under this LOU shall be made in accordance with the Collective Agreement and applicable University policies, including those governing equity-based hiring, waived search processes, continuing sessional conversions, collegial processes, and academic oversight.

6. Term, Review, and Reporting

- A. The parties agree that the implementation of this LOU will be reviewed through JCAA meetings, at least annually.
- B. The University shall also provide summary reporting to the Faculty Association on the deployment of positions created under this LOU as part of the University's reporting obligations under Article 11.3.

7. No Prejudice / No Precedent

Nothing in this LOU shall be construed as amending the Collective Agreement except as expressly stated herein, nor shall it establish precedent beyond the terms of this LOU.

Appendix: Proposed distribution of new Faculty lines (based on high enrolment courses)

Health 1

Humanities 1

Science 2

Social Sciences 4

NEW LOU - Indigenous Collective Bargaining Governing Circle

Whereas it is in the interests of the University, its community and, in particular, Indigenous faculty and librarians, to have a shared understanding about processes related to collective bargaining and interpretation of the Collective Agreement;

And whereas the Parties support the United Nations Declaration on the rights of Indigenous Peoples (UNDRIP)), including self-determination and Indigenous-led processes, and is entrenched in Article 1 of this Agreement 1 and the University's Strategic Plan 2023 and Indigenous Plan 2023;

And whereas the University has committed through this Agreement and the aforementioned Plans to advancing Indigenous resurgence, self-determination, relational accountability, and the respectful inclusion of Indigenous knowledges, laws, and governance systems within the university community;

And whereas the Indigenous Plan affirms that reconciliation requires institutional transformation grounded in relationship, reciprocity, respect, and accountability, and commits the University to "uplifting Indigenous ways of knowing, being and doing" and supporting Indigenous governance and legal traditions;

And whereas the University and the Association have expressed interest in creating an Indigenous space as part of the bargaining process where Indigenous faculty and administrators can work together on identifying and resolving issues in the Collective Agreement;

And whereas the Indigenous bargaining space in the 2025-26 collective bargaining process has demonstrated the importance, value, and impact of a space where Indigenous faculty and administrators can come together to identify areas of importance to Indigenous faculty and librarians;

And whereas the Indigenous bargaining space in the 2025-2026 collective bargaining process brought forward proposals with regard to conditions of employment for Indigenous faculty and librarians that will require time and engagement with Indigenous Members, the Vice-President Indigenous, the Vice-President Academic, the President of the Association (or designate) and the University Secretary, in order to achieve;

The Parties hereby agree that:

1. The Vice-President Indigenous shall work with Indigenous Members and members of the University Executive to establish scope and parameters for the work of identifying and resolving issues in the Collective Agreement and any necessary resources or

supports for this work;

2. Once this scope has been established, a committee comprised of Indigenous representatives shall be established to review the collective bargaining process with regard to Indigenous participation and priorities and to provide recommendations leading to the formalization of an Indigenous bargaining space process for the next collective bargaining negotiations.
3. The Committee will, as part of its scope, consider matters related to the effective representation of Indigenous Members, including processes that facilitate communication between Indigenous Members, Association Executive Committee members, and representatives of the Office of the Vice-President Indigenous, including the Vice-President Indigenous.
4. The committee shall be composed of:
 - a. Three (3) Indigenous administrators appointed by the Vice-President Indigenous, including one (1) senior leader who shall serve as co-chair; and
 - b. Three (3) Indigenous faculty members appointed by the Indigenous Faculty Council in consultation with the Faculty Association, one of whom shall serve as co-chair; and
 - c. Any Indigenous support roles (such as legal advisor, note-takers, Elders etc.) identified by the co-chairs.
5. The University Executive and the Faculty Association shall identify key resource people who may provide expertise and context on the Collective Agreement to the committee as needed.
6. The Office of the Vice-President Indigenous and the Association shall co-organize and convene the committee.
7. The Committee shall develop Terms of Reference (ToR) to guide its work. These Terms of Reference will be submitted to the Vice-President Indigenous, Executive and the Association for review and formal approval.
8. Upon completion of its work, the committee shall produce a written report containing recommendations. The report shall be submitted to:
 - a. The Vice-President Indigenous;
 - b. The Vice-President Academic; and
 - c. The President of the Association.
9. The committee shall complete its work no later than September 30, 2028, unless extended by mutual agreement of the Parties.

10. Within sixty (60) days of receiving the report, the Parties and the Vice-President Indigenous agree to meet in good faith to review and determine implementation of the committee's recommendations.

Appendix XX - LOU: Indigenous Knowledge Connection Fund

Whereas the University and Association are committed to promoting equity, diversity, inclusion, decolonization, Indigenization and anti-oppression in our community, our processes and in our scholarship and teaching;

And whereas the Parties recognize that the promotion and work of equity, diversity, anti-oppression disproportionately fall on Indigenous and Black and Person of Colour (BPoC) members;

And whereas the University and the Association recognize the important contributions by Indigenous Members in assisting with equity, diversity, inclusion, decolonization, Indigenization and anti-oppression initiatives related to their Academic and Professional Responsibilities;

And whereas the Indigenous and BPoC Knowledge Connection Fund established on July 1, 2022, has a remaining balance of \$274,951;

The Parties hereby agree that:

1) Separation of the Fund

- a. The existing balance of the Indigenous and BPoC Knowledge Connection Fund shall be divided equally between the Indigenous Knowledge Connection Fund and BPoC Teaching Reduction and Research Fund.

2) Funding the Fund

- a. The remaining funds in the Indigenous and BPoC Knowledge Connection Fund shall be split between the new Indigenous Knowledge Connection Fund and the BPoC Teaching Reduction and Research Fund, such that \$137,475.50 shall go to the Indigenous Knowledge Connection Fund.
- b. An additional \$40,000 shall be added to the Indigenous Knowledge Connection Fund on July 1 of each year, starting July 1, 2026.
- c. Unspent funds shall carry over to the following year.

3) Eligibility

- a. Indigenous Members undertaking work related to their Academic and Professional Responsibilities in the areas of equity, diversity, inclusion, decolonization, Indigenization or anti-oppression may apply for a course reduction or research funds to support this work.

4) Application Consideration

- a. Applications for a course reduction will be considered where evidence demonstrates that the work requires time roughly equivalent to teaching a 1.5 unit course (36 hours or more), is not already assigned as part of Normal Workload, and is not already supported by an Alternative Workload or course reduction. Multiple initiatives may be combined to satisfy the equivalency.
- b. Research funds may be granted where the Member can demonstrate through a budget how funds will be used to advance the project. Where research funds are granted, the funds may not be used to purchase course reductions.

5) Application Submission Process

- a. Members are encouraged to consult with an Associate Dean Indigenous prior to submitting an application.
 - b. An application for a course reduction must be signed by the Chair or Associate Dean Indigenous to indicate that they support the application. Signature will not be unreasonably withheld.
 - c. Chairs and Associate Deans Indigenous shall consult prior to signing the application for course reduction. If the application is signed by the Associate Dean Indigenous, they will inform the Chair of the application. Chairs shall consult with the Associate Dean Indigenous prior to signing the application for course reduction.
 - d. Members may submit applications to the Fund at any point during the calendar year.
 - e. Members seeking support from the Fund in the form of course reduction shall submit applications no less than five (5) months in advance of the session in which they propose to reduce teaching duties to facilitate course scheduling and planning. Applications for course reduction will only be considered where this timeline requirement is met.
- 6) Leadership and Selection Committee Structure
- a. The Committee shall be chaired by the Vice-President Indigenous.
 - b. The Indigenous Knowledge Connection Fund Committee shall be comprised of four (4) additional Indigenous Members.
 - c. These Members shall be chosen by consensus by the President of the Faculty Association (or designate) and the Vice-President Indigenous.
 - d. Selection Committee membership will normally be for a term of two (2) years.
- 7) Adjudication Schedule and Distribution of Funds
- a. The Committee shall adjudicate applications three times per year, with decisions rendered by February 15, June 15, and October 15.
 - b. Funds will be distributed through the Office of the Vice-President Indigenous.
- 8) Fund Review
- a. Beginning October 1, 2027, and annually thereafter, the Selection Committee shall present a report on the usage of the fund to the JCAA for review. The report shall include the preceding review period from July 1 to June 30 and shall include, at minimum, the number of applications to the fund, the number of awards from the fund, and an accounting of all monies in and out of the fund during the review period.
 - b. The JCAA shall review the report and provide a recommendation regarding adjustments to the allocation of funds in the case that the use of the fund is significantly less than the annual allocation.

NEW LOU – Indigenous-Informed Conflict Resolution

Whereas it is in the interests of the University, its community and, in particular, Indigenous faculty and librarians, to explore how disciplinary and dispute resolution processes be informed by Indigenous legal orders and practices; and practices;

And whereas the Parties support the United Nations Declaration on the rights of Indigenous Peoples (UNDRIP)), including self-determination and Indigenous-led processes, and is entrenched in Article 1 of this Agreement 1 and the University’s Strategic Plan 2023 and Indigenous Plan 2023;

And whereas the University of Victoria has committed through this Agreement and the aforementioned Plans to advancing Indigenous resurgence, self-determination, relational accountability, and the respectful inclusion of Indigenous knowledges, laws, and governance systems within the University community;

And whereas the Indigenous Plan affirms that reconciliation requires institutional transformation grounded in relationship, reciprocity, respect, and accountability, and commits the University to “uplifting Indigenous ways of knowing, being and doing” and supporting Indigenous governance and legal traditions;

And whereas Indigenous legal orders provide pathways for resolving disputes that seek to restore and maintain harmonious relationships and are guided by principles including respect, trust, transparency, kinship, reciprocity, love, accountability, and collective responsibility;

And whereas the Parties recognize the importance of developing processes that foster respectful dialogue, relational accountability, and restorative approaches to conflict resolution;

The Parties hereby agree that:

1. A committee comprised of Indigenous representatives shall be established to review the discipline and dispute resolution processes with regard to principles and processes and to provide recommendations leading to the development of an Indigenous dispute resolution process in relation to matters arising under Articles 46 and 47 of the Collective Agreement.
2. The purpose of the committee shall be:
 - a. To explore Indigenous approaches to discipline, dispute resolution and relational accountability in the context of the university workplace;
 - b. To consider how Indigenous legal orders and principles may inform processes related to conflict resolution, repair, restoration of relationships, and community well-being;

- c. To develop recommendations for grounded, respectful, and procedurally fair discipline and dispute resolution pathways for Indigenous faculty and librarians; and
 - d. To support the University's commitments under the Indigenous Plan and related reconciliation initiatives.
- 3. The committee shall be composed of:
 - a. Three (3) Indigenous administrators appointed by the Vice-President Indigenous, including one (1) senior leader who shall serve as co-chair; and
 - b. Three (3) Indigenous faculty members appointed by the Indigenous Faculty Council in consultation with the Faculty Association, one of whom shall serve as co-chair; and
 - c. Any Indigenous support roles (such as legal advisor, note-takers, Elders etc.) identified by the co-chairs.
- 4. The University Executive and the Faculty Association shall identify key resource people who may provide expertise and context on the Collective Agreement to the committee as needed.
- 5. The Office of the Vice-President Indigenous and the Association shall co-organize and convene the committee.
- 6. The Committee shall develop Terms of Reference (ToR) to guide its work. These Terms of Reference will be submitted to the Vice-President Indigenous, Executive and the Association for review and formal approval.
- 7. Upon completion of its work, the committee shall produce a written report containing recommendations. The report shall be submitted to:
 - a. The Vice-President Indigenous;
 - b. The Vice-President Academic; and
 - c. The President of the Association.
- 8. The committee shall complete its work no later than September 30, 2028, unless extended by mutual agreement of the Parties.
- 9. Within sixty (60) days of receiving the report, the Parties and the Vice-President Indigenous agree to meet in good faith to review and determine implementation of the committee's recommendations.

NEW LOU – Information Sharing to Support the Representation of Indigenous Members

Whereas the University and Association are committed to Indigenization, decolonization, and reconciliation, and recognize the importance of meaningful structural commitments to Indigenous peoples;

And whereas the Office of the Vice-President Indigenous (OVPI) serves as the central administrative office responsible for maintaining institutional information related to Indigenous Faculty and Librarians;

And whereas the Association, as the exclusive bargaining representative, has a duty to fairly represent the interests of all Members within the Bargaining Unit, including Indigenous Faculty and Librarians;

And whereas this LOU does not establish any new data collection process but rather creates a predictable and transparent administrative mechanism for sharing existing information with the Association for representational purposes.

The Parties agree that:

- 1. For the duration of this Agreement, OVPI shall provide to the Association a list of Members who have voluntarily self-identified as Indigenous.**
- 2. The list shall include only current Faculty and Librarians within the Bargaining Unit at the time the list is generated.**
- 3. The list shall not include former Members, retired Members, or individuals outside the Bargaining Unit.**
- 4. OVPI shall provide the list to the Association on August 1 and February 1 of each year.**
- 5. The Association agrees that any information received pursuant to this LOU shall be handled in accordance with applicable privacy legislation and used solely for the purposes of representation.**

LETTER OF UNDERSTANDING

Between

THE UNIVERSITY OF VICTORIA

("UVIC")

and

THE UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("UVFA")

Re: Librarians vacation carryover grandparenting

Whereas the parties have agreed to changes to article 52.8;

And whereas as part of those changes the parties have agreed that the Librarian Members whose current vacation carryover exceeds 30 regular vacation days, that excess will be addressed through this LOU;

The parties agree to the following:

Those Librarian Members whose current vacation carryover exceeds 30 regular vacation days will have four (4) years dated from January 1, 2027 to draw down those carryover days to the 30 regular carryover day limit.

The changes agreed to in 52.8 entail that, on an ongoing basis, if a Librarian Member's current carryover in excess of 30 days includes vacation days accrued during Maternity, Paternity, Adoption and Surrogacy Leave, Sick Leave, and/or Study Leave, or long-service carryover, those days shall not expire, other than long-service carryover which remains subject to 52.11.

DRAFT: Without Prejudice or Precedent

LETTER OF UNDERSTANDING

Between

THE UNIVERSITY OF VICTORIA

("UVIC")

and

THE UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("UVFA")

Letter of Understanding: Professional Development Funds

WHEREAS the Parties recognize the importance of Professional Development (Pro-D) funding in supporting Members' academic and professional activities;

And WHEREAS the Parties acknowledge the need to promote the timely and effective use of Pro-D funds while ensuring the long-term sustainability of the program;

And WHEREAS the Parties recognize that accumulated Pro-D balances and existing carryover provisions may affect utilization patterns;

And WHEREAS the Parties acknowledge that introducing or modifying a carryover framework may influence Member behaviour and fund utilization;

And WHEREAS the Parties recognize that any savings generated through a carryover cap may not be realized within the current agreement period;

And WHEREAS the Parties wish to establish a framework to manage carryover, forfeitures, and future funding considerations;

1. Purpose

This LOU establishes a process to promote the timely and effective use of Professional Development (Pro-D) funds while ensuring long-term sustainability of the program.

2. Carryover Limit

Pro-D funds may be carried forward from year to year, subject to a maximum accumulated balance (the "carryover cap") of six (6) years, effective July 1, 2028.

The maximum accumulated balance (the "carryover cap") on June 30, 2034 and going forward would be \$12180².

² assumes no change in ProD fund allocations

Any remaining funds at the end of the applicable period (i.e., June 30, 2034) shall be returned to the separate Pro-D reserve fund.

3. Use of Forfeited Funds

Funds returned because of the carryover cap shall be placed in a separate Pro-D reserve fund. This reserve may be used for future Pro-D initiatives or other purposes as agreed by the Parties in subsequent bargaining periods.

4. Rationale and Expected Impact

The Parties acknowledge that:

- Savings from a carryover cap are not immediate and may take several years to materialize due to existing accumulated balances; and
- The introduction or tightening of a carryover cap is expected to increase utilization, as members may be more inclined to use available funds prior to forfeiture.

5. Allocations to Professional Development limits in the 2025-2029 Collective Agreement.

The Professional Development Reimbursement limits per Member shall be increased to \$2030, starting July 1, 2026.

6. Review

The Parties agree to review the effectiveness of the carryover policy, including its impact on utilization and fund sustainability, in advance of the next round of bargaining.

7.No Prejudice / No Precedent

Nothing in this LOU shall be construed as amending the Collective Agreement except as expressly stated herein, nor shall it establish precedent beyond the specific terms of this LOU.

DRAFT: Without Prejudice or Precedent

LETTER OF UNDERSTANDING

Between

THE UNIVERSITY OF VICTORIA

("UVIC")

and

THE UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("UVFA")

Letter of Understanding: Reimbursement of Licensure Fees

WHEREAS certain positions held by Members of the bargaining unit require the maintenance of professional licensure, certification, or registration as a condition of employment; and

WHEREAS such licensure, certification, or registration requires the payment of ongoing professional fees; and

WHEREAS the parties wish to clarify the University's responsibility with respect to the reimbursement of such fees;

Therefore, the Parties agree as follows:

1. Where professional licensure, certification, or registration is a condition of employment for a Member, the University shall reimburse the Member for reasonable fees required to maintain such licensure, certification, or registration.
2. Reimbursement shall be provided upon application submission of appropriate documentation and in accordance with University policies and procedures. Applications will be due by June 30th beginning in 2027.
3. The total amount available for reimbursement under this Letter of Understanding shall not exceed eighty thousand dollars (\$80,000) per fiscal year, inclusive of all eligible Members.
4. This Letter of Understanding does not create an entitlement beyond the terms set out herein and shall not form part of the Collective Agreement unless expressly incorporated.

Effective Date

This Letter of Understanding shall take effect on July 1, 2027, and remain in force unless amended or terminated by mutual agreement of the parties.

No Prejudice / No Precedent

Nothing in this LOU amends or limits Article 12 of the Collective Agreement except as expressly stated, nor does this LOU establish precedent beyond its terms.

DRAFT: Without Prejudice or Precedent

LETTER OF UNDERSTANDING

Between

THE UNIVERSITY OF VICTORIA

("UVIC")

And

THE UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("UVFA")

Re: Research and Technology Fund

WHEREAS the University of Victoria and the University of Victoria Faculty Association recognize the importance of fostering research and scholarly activity as core components of academic work; and

WHEREAS the Parties acknowledge that access to timely and flexible resources supports the ability of faculty members and librarians to maintain and enhance the quality of their research, teaching, and scholarly contributions;

Therefore, the Parties agree as follows:

1. Establish a dedicated Research and Technology Fund that provides direct, flexible support to Members for research- and teaching-related needs, recognizing that access to appropriate resources contributes to academic excellence, innovation, and professional sustainability.

2. Funding:

2.1 Effective July 1, 2025, the University shall establish a Research and Technology Fund in the amount of \$725,000.

2.2 The University will provision an additional \$113,000 to the fund on July 1, 2026.

2.3 Funds shall be administered in accordance with the provisions of this LOU.

3. Eligibility

3.1 Only Members with less than \$10,000 in combined internal and external funds are eligible for the first two (2) years of the fund. If there are funds remaining after the first two (2) years, beginning on July 1, 2028 all faculty members and librarians covered by the Collective Agreement are eligible to apply.

3.2 Members may apply September 30, May 30, and January 30, while the Fund is in effect.

3.3 A Member may receive only one (1) grant under this Fund.

4. Grant Amount

4.1 The maximum grant amount available to an individual member shall be \$2,500.

4.2 Grants shall be awarded subject to the availability of funds.

5. Eligible Uses of Funds

Funds awarded under this LOU may be used for purposes that support research, teaching, or scholarly activity, including but not limited to:

- Purchase of research-related equipment, including computers or laptops;
- Travel related to attendance at academic conferences or scholarly meetings.
- Funding undergraduate or graduate research assistants

All expenditures shall comply with University financial and purchasing policies.

6. Priority Consideration

In adjudicating applications, priority shall be given to members who do not have access to other research or start-up funds, including internal or external research accounts.

7. Joint Adjudication Committee

7.1 A Joint Adjudication Committee shall be established to review and adjudicate applications to the Research and Technology Fund.

7.2 The Committee shall be composed of:

- a. Two (2) deans appointed by the Vice-President Academic and the Provost, one (1) of whom shall co-chair the Committee;
- b. Two (2) representatives appointed by the President of the Faculty Association, one (1) of whom shall co-chair the Committee.

7.3 The Committee shall:

- c. Establish and apply transparent and equitable adjudication criteria;
- d. Ensure priority consideration is given in accordance with Article 6 of this LOU;
- e. Make funding decisions consistent with the purpose of the Fund and the terms of this LOU.

7.4 The Committee's decisions shall be final and not grievable.

7.5 The terms of this Fund will be reviewed at the end of the first year of operation, and at that time if there is joint agreement, the Parties may agree to changes in the eligibility and priority terms of the Fund.

8. No Prejudice / No Precedent

Nothing in this LOU shall be construed as amending the Collective Agreement except as expressly stated herein, nor shall it establish precedent beyond the specific terms of this LOU.

NEW LOU – Review of Policies and Procedures Concerning Associate Deans Indigenous

Whereas the University and Association affirm their commitments to Indigenization, decolonization, reconciliation, including the principle of Indigenous self-determination within institutional governance.

And whereas Associate Deans Indigenous play a critical leadership role within Faculties and the institution whose primary responsibility is to support the recruitment, retention, and success of Indigenous Members.

And whereas meaningful review of these roles must be Indigenous-led and grounded in principles of Indigenous self-determination and institutional accountability.

The Parties agree that:

- 1. A committee composed of Indigenous representatives shall be established to review policies, procedures, workload expectations, reporting relationships and institutional supports concerning Associate Deans Indigenous.**
- 2. The committee shall be composed of:**
 - a) Three (3) Indigenous administrators, including one (1) Indigenous senior leader who shall serve as Co-Chair, and two (2) Interim Associate Deans Indigenous, appointed by the Vice-President Indigenous; and**
 - b) Three (3) Indigenous faculty members appointed by the Indigenous Faculty Forum in consultation with the Faculty Association, one of whom shall serve as Co-Chair.**
- 3. The Office of the Vice-President Indigenous (OVPI) shall organize and convene the committee and provide appropriate administrative support.**
- 4. Upon completion of its work, the committee shall produce a written report containing recommendations. The report shall be submitted to:**
 - a) The Vice-President Indigenous**
 - b) The Vice-President Academic and Provost; and**
 - c) The Faculty Association.**
- 5. The committee shall complete its work no later than March 31, 2027, unless extended by mutual agreement of the Parties.**
- 6. The Parties agree to meet within sixty (60) days of receipt of the report to review and determine implementation of the committee's recommendations.**

DRAFT: Without Prejudice or Precedent

LETTER OF UNDERSTANDING

Between

THE UNIVERSITY OF VICTORIA

("UVIC")

and

THE UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("UVFA")

Re: Process to Explore a Short-Term Disability Program

WHEREAS there is a shared interest in supporting Members' health and recovery towards returning to the workplace;

The Parties agree to establish a joint process to explore the feasibility and potential design of a short-term disability program for Members that would supplement the existing long-term disability program.

1. A joint working group will be established within six months of signing this Letter of Understanding, consisting of up to three (3) representatives appointed by the University and up to three (3) representatives appointed by Faculty Association.

2. The working group will meet as required to review and discuss options for a potential short-term disability program, including but not limited to:

- eligibility criteria;
- benefit duration and waiting periods;
- level of income replacement;
- interaction with existing sick leave, leave provisions, and the current long-term disability program;
- administrative and operational considerations;
- estimated costs, funding considerations, and implementation issues; and
- comparator practices at other post-secondary institutions or relevant employers, where such information is reasonably available.

3. The Parties will share relevant information reasonably necessary to support this review, subject to any legal, confidentiality, or privacy obligations.

4. The working group may, by mutual agreement, seek additional information or advice from benefits consultants, actuaries, insurers, or other subject matter experts.

5. The working group will prepare a joint written recommendation, or where consensus is not reached, a written report setting out the respective positions of the parties, no later than thirty (30) days prior to the commencement of bargaining for the next Collective Agreement.

6. The parties acknowledge that this Letter of Understanding establishes a process for review and recommendation only. It does not oblige either party to agree to the implementation of a short-term disability program, nor does it amend the Collective Agreement unless and until the parties expressly agree to do so in writing.

7. Discussions, materials exchanged, and any recommendations developed through this process are without prejudice and without precedent, except to the extent necessary to record any mutually agreed recommendation.

This Letter of Understanding will remain in effect until the earlier of:

(a) the delivery of the recommendation or report described above; or

(b) the commencement of bargaining for the next Collective Agreement, unless the parties agree in writing to extend it.

No Prejudice / No Precedent

Nothing in this LOU shall be construed as amending the Collective Agreement except as expressly stated herein, nor shall it establish precedent beyond the terms of this LOU.

NEW – LOU X: University-Association Equity, Diversity, Inclusion and Indigenization Committee (UAEDIIC)

Whereas the University and Association are committed to promoting equity, diversity, inclusion and Indigenization (EDII) in our University community and our processes, and to improving the recruitment, retention and success of Members from equity-deserving groups.

Whereas the University and Association are committed to equity, diversity, inclusion and Indigenization of Faculty and Librarian complement and diversity in the working and learning experience.

The Parties hereby agree that:

1. Establishment and Composition

- a. **The Committee will be established three (3) months following the ratification of this agreement.**
- b. **The Committee will be comprised of three (3) University and three (3) Association representatives. One of the Association representatives will be the BPoC Advisor. At least one of the University representatives will be from EQHR.**
- c. **The Committee will have two (2) co-chairs, appointed by each Party, who will alternate chairing meetings.**
- d. **Committee members shall be members of equity-deserving groups.**
- e. **The Chair responsible for each meeting be accountable for scheduling, agenda preparation, and organization and dissemination of meeting minutes.**
- f. **The committee will normally meet four times a year between September and April.**

2. Mandate

The Committee will serve in an advisory capacity and establish its own Terms of Reference within the context of the following mandate:

- a. **Identify and recommend annual priorities for the Committee to respond to pressing issues affecting equity-deserving Members.**
- b. **Serve as a consultation body for the review and/or the development of the Equity Action Plan. The Committee will receive reports from EQHR regarding the implementation of the goals of the EAP.**
- c. **EQHR may seek feedback and advice from the Committee ~~to~~ for Academic Units, upon request, on EDII matters affecting Members.**
- d. **The Committee will not receive complaints from individuals or units. Should such matters be received, they will be referred to the appropriate office and the Faculty Association for guidance and support. Matters raised through the Committee are instead intended to inform and address broader issues or themes identified through the Faculty Association and EQHR.**

3. Reporting

- a. **The Committee shall report annually, in June, to the University President and the Faculty Association President outlining its activities and recommendations.**

4. General

- a. Equity-deserving groups includes, but is not limited to, those who self-identify from the following groups: people with a disability, Indigenous people, racialized/visible minorities, women, ethno-religious groups, Black people and 2SLGBTQIA+ people.
- b. The Committee's role is advisory; decision-making authority remains with the appropriate University bodies and offices.
- c. Matters related to individual complaints remain within the jurisdiction of appropriate offices, including EQHR, Faculty Relations, and the Association.

Letter of Understanding: 2022-2025
Acting Chair when Term Chair has Ended

Between

The University of Victoria

And

The University of Victoria Faculty Association

Re: Acting Chair when Appointment when sitting Chair is asked to serve for up to six months

Whereas the Collective Agreement, under Article 54, section 54.33, includes a provision for the Dean to designate a Faculty Member to act as Chair for more than six months but does not account for appointments of six months or less in the case of a vacancy and whereas the parties wish on the terms below to identify the process under this circumstance;

The parties hereby agree:

- 1. Section 54.33 will be amended as follows:**

If the appointment of an Acting Chair is to fill a vacant Chair position, the Dean will consult, with the members of the Department and will recommend a Tenured Faculty Member with qualifications as per s. 54.7 – s. 54.10. If the appointment is for more than six months, the recommended candidate must be ratified in accordance with s. 54.5.1 before the appointment is approved by the Dean and Vice-President Academic and Provost under s. 54.6.

- 2. Deans are encouraged to use confidential electronic survey tools to conduct the consultations, and to consult with staff members as well as faculty members.**
- 3. For clarity, ratification is not required if a current sitting Chair's term has ended and they are being asked to serve in an acting capacity for an additional term of six months or less.**