SUMMARY OF CHANGES TO THE FRAMEWORK AGREEMENT, 2012 – 2014

The Framework Agreement language has been amended as a result of negotiations and mediation between the University and the Faculty Association. This chart is intended to provide a brief summary of changes to the Framework Agreement by article. A PDF of each amended article, with the language changes highlighted, follows this chart. Please refer to these PDFs for the specific amendments that have been made to each article.

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<td>Article 12.0</td>
<td>Appointment Procedures for Librarians</td>
<td>The Articles governing the appointment procedures for librarians have been reorganized and new wording about the confidentiality of the appointment process has been added.</td>
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<td>Article 15.0</td>
<td>Reappointments</td>
<td>An Assistant Teaching Professor whose application for reappointment is unsuccessful will be offered a terminal appointment for one year. This is consistent with unsuccessful tenure-track faculty reappointments</td>
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<td>Article 19.0</td>
<td>Promotion – Librarians</td>
<td>This Article has been amended to clarify that promotion at the completion of the probationary period applies to librarians with regular confirmed appointments. Wording about the confidentiality of promotion proceedings has been added.</td>
</tr>
<tr>
<td>Article 20.0</td>
<td>Stopping the Clock</td>
<td>This Article now indicates that certain deadlines are automatically deferred for a year where the Member is on certain types of leaves (or a combination of leaves) for a period of 15 weeks or more.</td>
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<tr>
<td>Article 22.5</td>
<td>Submission of Documents</td>
<td>New wording added which says that by June 15, a candidate may submit to the Chair of the Committee copies of or citations to</td>
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<td>Article 23.8</td>
<td>Shipment of Materials to Referees</td>
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<tr>
<td>Appendix G</td>
<td>Deadlines for Reappointment, Tenure and Promotion</td>
<td>Scholarly or creative works that she or he wishes to be made available to the referees prior to the regular date for distribution of materials to referees. The Chair will forward these works to a referee as soon as the referee agrees to serve.</td>
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<td>The deadline for a faculty member who will be considered for reappointment, tenure or promotion conferring tenure to submit documentation to the Chair of the Committee has changed from September 10 to September 1 (from October 10 to October 1 in the case of promotion only). The above documentation now includes 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 this period.</td>
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<tr>
<td>Article 24.0</td>
<td>Preliminary Assessment by the Chair of the Department</td>
<td>This article, and the requirement for the Chair to do a preliminary assessment, has been eliminated.</td>
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<tr>
<td>Article 32.4.8</td>
<td>Responsibilities of the Faculty Advisory Committee</td>
<td>The role and responsibilities of the Faculty Advisory Committee have been clarified. The committee may now recommend to the Dean that a matter be referred back to the Department for reconsideration where significant errors in procedure or bias have been identified.</td>
</tr>
<tr>
<td>Article 37.0</td>
<td>Dean’s Recommendation on Reappointment, Tenure and Promotion</td>
<td>In cases of reappointment, tenure and promotion the Dean must now send the recommendation of the Departmental Committee to the Vice-President Academic along with the recommendation of the Faculty Advisory Committee and the Dean’s own recommendation. This was already being done as a matter of practice.</td>
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<tr>
<td>Article</td>
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<tr>
<td>Article 40.3</td>
<td>Chair of the University Review Committee</td>
<td>Additional responsibility added: To organize an annual training process for members of the University Review Committee designed jointly by the Association and the University. This process shall include joint presentations by the Faculty Association and the University. No member of the University Review Committee shall be appointed to a Case Panel until he or she has first taken part in the training process.</td>
</tr>
<tr>
<td>Article 43.0</td>
<td>Study Leave – Tenured and Tenure Track Faculty Members</td>
<td>In addition to July 1 and January 1, a Study Leave may now also commence on September 1 of the academic year following the year in which the application is made.</td>
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<td>The number of consecutive deferrals by the university of an approved Study Leave is now restricted to two.</td>
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<td>Any significant modifications to a Study Leave project that has been approved by the Vice-President Academic and Provost must now be approved by the faculty member’s Chair, who will make the recommendation to the faculty member’s dean and to the Provost.</td>
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<td>The Study Leave report must now be submitted to the faculty member’s Chair, with a copy to the Dean.</td>
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<td>Article 43.15 Study Leave and Long Term Disability has been updated with new language to clarify the calculation of accumulated service toward study leave eligibility for faculty members returning from Long Term Disability.</td>
</tr>
<tr>
<td>Article 46.0</td>
<td>Study Leave – Librarians</td>
<td>Wording has been added to clarify study leave eligibility for librarians returning from Long Term Disability.</td>
</tr>
<tr>
<td>Article 51.0</td>
<td>Sick Leave, Long Term Disability and Return to Work</td>
<td>Members are now entitled to bring a Faculty Association representative to discussions pertaining to sick leave, long term disability, and return to work and accommodation. Clearer language regarding replacement Study Leave in the case of faculty members who became ill or disabled while on Study or Administrative Leave Clarification of the type of documentation required to support sick leave, LTD and return to work.</td>
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<tr>
<td>Article 52.0</td>
<td>Accommodation</td>
<td>Language clarifies the responsibility of the member to provide reasonable documentation required to support sick leave, LTD and return to work. Language that clarifies the evidence considered by the independent consultant</td>
</tr>
<tr>
<td>Article 57.0</td>
<td>Duties and Responsibilities</td>
<td>The language for assigning duties and responsibilities to librarians was amended and the role of the Appointments Advisory Committee in the assignment of duties that involve substantial responsibilities clarified.</td>
</tr>
<tr>
<td>Article 59.0</td>
<td>Discipline</td>
<td>Changes to the process of investigating situations that may lead to disciplinary action.</td>
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<tr>
<td>Article 62.0</td>
<td>Intellectual Property and Scholarly Integrity</td>
<td>Wording changes regarding the application of the Intellectual Property policy and the addition of a new appendix on Scholarly Integrity. The Scholarly Integrity policy was amended to bring it into compliance with Tri-Agency requirements The new appendix on Scholarly Integrity is Appendix “F”, which replaces the List of Limited Term Positions Designated Under Article 11.5.1 (see below)</td>
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<tr>
<td>Appendix F (new)</td>
<td>Scholarly Integrity</td>
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<tr>
<td>Article 64.0</td>
<td>Office Space and Services for the Association</td>
<td>Updated reference to Policy IM7200</td>
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### Summary of Changes to the Framework Agreement, 2012 – 2014

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<tr>
<td>Article 74.0</td>
<td>Salary Policy</td>
<td>This Article is subject to Arbitration however, by agreement, it was amended to create two pools of Merit Increments, to permit MIs to be awarded in half-increments, and to change the distribution rule for MIs. There may be additional changes to this Article resulting from Arbitration which is scheduled for September 2013.</td>
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<tr>
<td>Article 77.0</td>
<td>Financial Exigency</td>
<td>Changes to the wording regarding the renegotiation period and proceeding if there is no agreement on alternative measures.</td>
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<tr>
<td>Appendix F (old)</td>
<td>List of Limited Term Positions Designated Under Article 11.5.1</td>
<td>This Appendix has been removed as everyone listed on it was moved to the Academic Administrator appointments category in October of 2008</td>
</tr>
<tr>
<td>Letter of Agreement</td>
<td></td>
<td>A letter of Agreement was entered into, to form a joint task force to investigate whether there are any salary anomalies attributable to gender and, if so, to and to make recommendations to the Provost to correct them.</td>
</tr>
</tbody>
</table>
2.0 DEFINITIONS

For the purposes of this Agreement:

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

(a) A tenured appointment or an appointment with eligibility for tenure as
   i) Assistant Professor,
   ii) Associate Professor,
   iii) Professor, or
   iv) A grant-tenured appointment or an appointment with eligibility for grant-tenure at any of the above ranks.

(b) A tenured appointment as Teaching Professor;

(c) Senior Instructor, Assistant Teaching Professor;

(d) Limited Term appointment with a term of more than one year appointed at the rank of Assistant, Associate or Professor or appointed as Senior Instructor, Assistant Teaching Professor. This includes a person who has held a Limited Term appointment with a term of more than one year and who, immediately following the end of that appointment, is reappointed for a further term, regardless of the length of that further term.

(e) Artist-in-Residence;

(f) Lecturer, and

(g) Academic Administrator;

each of whom is represented by the Association.

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

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

10.0 APPOINTMENTS
10.1 Appointment Classifications
10.1.2 Other Classifications

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

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

10.1.3 An appointment at the rank of Teaching Professor may be made when an **Senior-Instructor Assistant Teaching Professor** is promoted to that rank or a person is hired at that rank. Teaching Professor is a tenured appointment. The workload assignment and study leave of a Teaching Professor with tenure are the same as those of an **Senior-Instructor Assistant Teaching Professor** with a continuing appointment. The title of Teaching Professor with tenure normally does not entitle a Member to a term free of teaching.

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

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

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

11.0 TERMS OF INITIAL APPOINTMENT

11.4 Senior Instructor Assistant Teaching Professor

11.4.1 Appointment at the Rank of Senior Instructor Assistant Teaching Professor Without Tenure

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

11.4.2 Term of Initial Appointment

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

11.4.3 Qualifications for Appointment

Appointment at the rank of Senior Instructor Assistant Teaching Professor normally requires:
(a) a Master’s degree or a higher qualification, or appropriate professional achievement in the discipline; and
(b) substantial teaching experience at a university or college.
11.5 Teaching Professor

11.5.1 Appointment at the Rank of Teaching Professor with Tenure

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

11.5.2 Qualifications for Appointment

Appointment at the rank of Teaching Professor normally requires:

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

11.6 Limited Term Appointments

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

11.6.1 Length of Appointment

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

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

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

(a) under circumstances described in Article 11.6.1.1(a) or (c) or where there is a need for the temporary employment of an Senior Instructor Assistant Teaching Professor; and
(b) for a term not exceeding two years with one or more renewals such that the length of the initial appointment and any renewals shall not exceed, in the aggregate, five years.

13.0 EVALUATION OF MEMBERS

Members are evaluated for the purposes of reappointment, tenure, promotion, salary adjustment, or removal of probationary status for Librarians.
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13.1 Faculty Members (Other than Senior Instructor, Assistant Teaching Professors, and Teaching Professors)

13.1.1 Evaluation Criteria

Faculty Members other than Senior Instructor, Assistant Teaching Professors, and Teaching Professors are evaluated on the basis of:

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

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

13.2 Senior Instructor, Assistant Teaching Professors, and Teaching Professors

13.2.1 Evaluation Criteria

Senior Instructor, Assistant Teaching Professors, and Teaching Professors are evaluated on the basis of their

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

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

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

14.0 REVIEW OF CAREER PROGRESS

14.3 Senior Instructor, Assistant Teaching Professors

14.3.1 Performance Expectations to Attain Reappointment

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

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

(a) the performance expectations of the Department (Faculty in the case of a non-departmentalized Faculty) with regard to attaining reappointment;

(b) the Senior Instructor/Assistant Teaching Professor’s performance during the preceding 12 months and since her or his appointment in relation to the performance expectations of the Department (Faculty in the case of a non-departmentalized Faculty);

(c) any concerns that the Chair (Dean in the case of a non-departmentalized Faculty) has with regard to the Senior Instructor/Assistant Teaching Professor’s performance;

(d) where the Chair (Dean in the case of a non-departmentalized Faculty) identifies any concerns in relation to the Senior Instructor/Assistant Teaching Professor’s performance, the Chair (Dean) shall identify methods or resources that may assist the Senior Instructor/Assistant Teaching Professor to enhance her or his performance.

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

Articles 14.1.4 to 14.1.10 inclusive apply to performance reviews of Senior Instructor/Assistant Teaching Professors made under this Article.

14.3.3 Reappointment Terms

(a) After being reappointed to a four-year term, a Senior Instructor/Assistant Teaching Professor shall receive a performance review by the Chair (Dean in the case of a non-departmentalized Faculty) prior to the end of the second year of the reappointment term.

(b) Upon the request of a Senior Instructor/Assistant Teaching Professor, or upon the initiative of the Chair (Dean in the case of a non-departmentalized Faculty), an annual meeting shall be held to discuss the Senior Instructor/Assistant Teaching Professor’s career progress.

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

(d) Articles 14.1.4 and 14.1.5 apply to any performance review conducted under this Article.

(e) If a Senior Instructor/Assistant Teaching Professor requests a performance review in the third year of a reappointment term, Articles 14.1.6 to 14.1.10 inclusive apply.

(f) If a Senior Instructor/Assistant Teaching Professor requests a reassessment after a performance review in the third year of a reappointment term, this reassessment shall, at the request of the Senior Instructor/Assistant Teaching Professor, include any performance reviews made during that term of reappointment.
15.0 REAPPOINTMENTS

15.2 Senior Instructor Assistant Teaching Professor

15.2.1 Term of Reappointment

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

15.2.2 Evaluation for Reappointment

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

(a) teaching effectiveness; and

(b) other contributions.

15.2.3 Standard for Evaluation

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

15.2.4 Terminal Year

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

15.2.5 Continuing Appointment

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

15.2.5.2 Where, prior to July 1, 2008, a Senior Instructor Assistant Teaching Professor has been reappointed at least twice, the Senior Instructor Assistant Teaching Professor may, at the time of any subsequent reappointment, request consideration for a continuing appointment. Where the Senior Instructor Assistant Teaching Professor does not request such consideration, the Senior Instructor Assistant Teaching Professor will continue to be reappointed in accordance with Article 15.2.6.5. Nothing in Article 15.2.5.2 limits the right of a Senior Instructor Assistant Teaching Professor who has not applied for a continuing appointment to request promotion to Teaching Professor.

15.2.5.3 If a Senior Instructor Assistant Teaching Professor requests consideration for a continuing appointment under Article 15.2.5.2 or Article 15.2.5.4 and is unsuccessful, then subject to any appeal available, the Senior Instructor Assistant Teaching Professor may continue to be reappointed in accordance with Article 15.2.6.5 and may apply at a future date for reconsideration for a continuing appointment, provided that under the provisions of Article 15.2.6.5, the Senior Instructor Assistant Teaching Professor is reappointed.

15.2.5.4 Notwithstanding Articles 15.2.5.2 and 15.2.5.5, a Senior Instructor Assistant Teaching Professor who has served, as of July 1, 2008, fifteen years as a Senior Instructor Assistant Teaching Professor at the University may request the Dean to recommend to the Vice-President Academic and Provost that he or she be granted a continuing appointment. The Vice-President Academic and Provost may award a continuing appointment in such a case where the Dean so recommends after the Dean has reviewed the past three years’ teaching evaluations, activity reports and any other relevant information from the Senior Instructor Assistant Teaching Professor.

15.2.5.5 Except as set out in Article 15.2.5.4, before a continuing appointment is granted, a Senior Instructor Assistant Teaching Professor must be reviewed by the Departmental committee that considers reappointments and the Faculty Advisory Committee (in a Faculty with Departments) and be recommended by the Dean as having met the Standard for Evaluation set out in Article 15.2.3. The Senior Instructor Assistant Teaching Professor must include in his or her teaching dossier evidence of two recent peer reviews of teaching.
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15.2.5.6 If a continuing appointment is not granted to the Senior Instructor/Assistant Teaching Professor who must be considered for a continuing appointment under Article 15.2.5.1, the Senior Instructor/Assistant Teaching Professor will be granted a one-year terminal contract after which time the Senior Instructor/Assistant Teaching Professor’s employment with the University will cease.

15.2.5.7 If the Dean denies an Senior Instructor/Assistant Teaching Professor a continuing appointment, the candidate may appeal the Dean’s recommendation to the University Review Committee.

15.2.6 Senior Instructor/Assistant Teaching Professors Reappointed Twice Prior to July 1, 2008

15.2.6.1 For an Senior Instructor/Assistant Teaching Professor who, prior to July 1, 2008, has been reappointed for a second four-year term and who has not been granted a continuing appointment under Article 15.2.5, there will be no review of the Senior Instructor/Assistant Teaching Professor’s performance for the purpose of assessing the criteria in Article 15.2.3 on the occasion of any subsequent reappointment, unless the Senior Instructor/Assistant Teaching Professor has been denied a CPI in any one of the previous four years. Where a CPI has been received in each of the four previous years, the reappointment will not require an application or further documentation from the Senior Instructor/Assistant Teaching Professor.

15.2.6.2 In the event that an Senior Instructor/Assistant Teaching Professor has been denied a CPI in any one of the previous four years prior to a scheduled reappointment, the Departmental committee that considers reappointments shall determine whether the Senior Instructor/Assistant Teaching Professor has met the Departmental Standard for reappointment. Where the Committee determines that the standard has been met or exceeded, there is a normal expectation of reappointment and subsequent reappointments will be effected in accordance with Article 15.2.6.1. As provided in Article 40.1, a negative recommendation with regard to reappointment may be appealed to the University Review Committee.

16.0 TENURE

16.1 Eligibility for Tenure

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

Senior Instructor/Assistant Teaching Professors may not apply for tenure but will be granted tenure in accordance with Article 18.3 upon promotion to Teaching Professor.

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

18.0 PROMOTION – FACULTY MEMBERS

18.3 Promotion to Teaching Professor

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

*An Senior Instructor Assistant Teaching Professor* who is promoted to Teaching Professor is granted tenure.

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

(a) a record of outstanding achievement in teaching;

(b) scholarship related to teaching that has attained national or international recognition; and

(c) service and professional activities that further the goals of the University and the **Senior Instructor Assistant Teaching Professor**'s discipline.

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### 22.0 PROCEDURES FOR CANDIDATES

#### 22.5 Submission of Documentation

By September 10, a Faculty Member who will be considered for reappointment, tenure or promotion conferring tenure (and by October 10, in the case of promotion only), must submit the following documentation to the Chair of her or his Department (with the exception of **Senior Instructor Assistant Teaching Professor**'s third and subsequent reappointment under the provisions of Article 13.2.5):

(a) a Curriculum Vitae;

(b) a Teaching Dossier;

(c) copies of or citations to the scholarly or creative works that the candidate wants the Committee to consider; and

(d) copies of other documents that the candidate wants the Committee to consider.

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#### 29.0 DEADLINES FOR FORWARDING DEPARTMENTAL RECOMMENDATIONS

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

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

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

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

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

In Faculties where the Faculty Advisory Committee considers recommendations for reappointment, the documentation must be forwarded to the Chair of the Faculty Advisory Committee. In Faculties where the Faculty Advisory Committee does not consider recommendations for reappointment, the documentation must be forwarded to the Dean of the Faculty.
35.0 DEADLINES FOR FACULTY ADVISORY COMMITTEE RECOMMENDATIONS

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

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

<table>
<thead>
<tr>
<th>Senior Instructor Assistant Teaching Professor continuing appointment: November 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenure: December 15.</td>
</tr>
<tr>
<td>Promotion which will also confer tenure: December 15</td>
</tr>
<tr>
<td>Promotion: March 15.</td>
</tr>
</tbody>
</table>

37.0 DEAN’S RECOMMENDATION ON REAPPOINTMENT, TENURE AND PROMOTION

37.2 Deadlines for Dean’s Recommendations

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

(a) the President, and
(b) the Faculty Member who is a candidate for reappointment, tenure or promotion not later than:

<table>
<thead>
<tr>
<th>Reappointment and Senior Instructor Assistant Teaching Professor continuing appointment: December 1 of the candidate’s final contract year.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenure: January 15.</td>
</tr>
<tr>
<td>Promotion which will also confer tenure: January 15.</td>
</tr>
<tr>
<td>Promotion: April 1.</td>
</tr>
</tbody>
</table>

37.3 Appeal of the Dean’s Negative Recommendation

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

<table>
<thead>
<tr>
<th>Reappointment or Senior Instructor Assistant Teaching Professor continuing appointment: December 15 of the candidate’s final contract year.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenure: January 31.</td>
</tr>
<tr>
<td>Promotion which will also confer tenure: January 31</td>
</tr>
<tr>
<td>Promotion: April 15</td>
</tr>
</tbody>
</table>
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37.3.2 Where a candidate has filed a notice of intent to appeal the Dean’s recommendation to the University Review Committee, the President shall defer her or his decision until she or he has received the University Review Committee’s recommendation.

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

Reappointment or Senior Instructor, Assistant Teaching Professor continuing appointment: January 15 of the candidate’s final contract year;
Tenure: March 1;
Promotion which will also confer tenure: March 1
Promotion: May 15

38.0 PRESIDENT’S RECOMMENDATION ON REAPPOINTMENT, TENURE AND PROMOTION

38.2 Deadlines for President’s Recommendation

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

Reappointment and Senior Instructor, Assistant Teaching Professor continuing appointment: January 15 of the candidate’s final contract year.
Tenure: February 15.
Promotion which will also confer tenure: February 15
Promotion: June 1.

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

Reappointment or Senior Instructor, Assistant Teaching Professor continuing appointment: January 31 of the candidate’s final contract year.
Tenure: March 1.
Promotion which will also confer tenure: March 1
Promotion: June 15.

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

Reappointment or Senior Instructor, Assistant Teaching Professor continuing appointment: March 1 of the candidate’s final contract year;
Tenure: April 1;
Promotion which will also confer tenure: April 1
Promotion: July 15.
39.0 ACTION OF BOARD OF GOVERNORS

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

Reappointment or Senior Instructor/Assistant Teaching Professor continuing appointment: February 15 of the candidate’s final contract year.

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

Promotion: June 30.

40.0 UNIVERSITY REVIEW COMMITTEE

40.1 Jurisdiction

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

(a) annual salary adjustments of Members;

(b) negative recommendations with regard to the reappointment, Senior Instructor/Assistant Teaching Professor continuing appointment, tenure or promotion of Faculty Members;

(c) negative decisions with regard to the removal of probationary status or negative recommendations with regard to promotion of Librarians; and

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

40.3 Chair of the University Review Committee

The responsibilities of the Chair are:

(a) To appoint Case Panels in accordance with Article 40.4;

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

Each Case Summary should be prepared so that:

i) as far as is reasonably possible, it will not disclose the identities of the appellant or respondent;

ii) it may serve as a non-binding precedent for a future appeal; and

iii) it may serve an educational function for those who make recommendations or decisions about reappointment, tenure, removal of probationary status, promotion, salary adjustments, or study leave.

(c) To organize an annual training process for members of the University Review Committee designed jointly by the Association and the University. This process shall normally include joint presentations by the Faculty
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Association and the University. No member of the University Review Committee shall be appointed to a Case Panel until he or she has first taken part in the training process.

40.5 Appeals

40.5.1 A Faculty Member may file an appeal with regard to:
(a) a negative recommendation of a Dean or a Line Authority concerning reappointment, **Senior Instructor**, **Assistant Teaching Professor** continuing appointment, tenure or promotion;
(b) a negative recommendation of the President concerning an application for reappointment, **Senior Instructor**, **Assistant Teaching Professor** continuing appointment, tenure or promotion;
(c) a recommendation of the Vice-President Academic and Provost concerning the Faculty Member’s annual salary adjustment; and
(d) the denial by the Vice-President Academic and Provost of an application for Study Leave or Administrative Leave or Professional Development Leave.

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

42.0 TYPES OF LEAVE

The following types of leave are available:

(a) Study Leave (Tenured or Tenure-Track Faculty Members);
(b) Study Leave (Artists-in-Residence);
(c) Professional Development Leave (Academic Administrators)
(d) Study Leave (Librarians);
(e) Study Leave (**Senior Instructor**, **Assistant Teaching Professor**);
(f) Administrative Leave;
(g) Maternity, Parental and Adoption Leave;
(h) Leave Without Salary;
(i) Sick Leave;
(j) Political Leave;
(k) Special Leave;

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(I) Leave for Jury and Witness Duty.
Each type of leave is subject to the application of different criteria and conditions.

44.0 STUDY LEAVE – ARTISTS-IN-RESIDENCE

44.1 Appointment prior to July 1, 2006

An Artist-in-Residence appointed prior to July 1, 2006 is entitled to Study Leave on the same terms and conditions as a tenure-track Assistant Professor. The provisions of Article 43.0 apply.

44.2 Appointment on or after July 1, 2006

44.2.1 The Dean of a Faculty appointing an Artist-in-Residence on or after July 1, 2006 shall determine whether the Artist-in-Residence will be evaluated for annual salary evaluation in accordance with the ratio for an Senior Instructor/Assistant Teaching Professor (80:20) or for a tenure-track Assistant Professor (40:40:20), based upon whether the teaching and creative endeavours of the Artist-in-Residence are more aligned with an Senior Instructor/Assistant Teaching Professor or an Assistant Professor.

44.2.2 Based upon the determination of the Dean at the time of appointment, the Artist-in-Residence will receive Study Leave on the same terms and conditions as either an Senior Instructor/Assistant Teaching Professor or an Assistant Professor and the provisions of Article 47.0 (Study Leave-Senior Instructor/Assistant Teaching Professors) or Article 43.0 (Study Leave- Tenured or Tenure Track Faculty Members) as appropriate will apply.

47.0 STUDY LEAVE – SENIOR INSTRUCTOR/ASSISTANT TEACHING PROFESSORS

47.1 Purpose of Leave

Study Leave is provided to eligible Senior Instructor/Assistant Teaching Professors to enable them to engage in activities which will enhance their work at the University in the future. Study Leave is granted on the basis of demonstrated benefit to the University and to the Member. The purpose of Study Leave is to enhance the Member’s quality as a teacher, thereby assisting the University to achieve greater excellence in its basic areas of responsibility – effective teaching and the advancement of learning. The Study Leave proposal must provide evidence that the project is likely to enhance the Member’s employment activities in the future. Members who have previously had a Study Leave (or Development Term) must demonstrate that the previous Study Leave (Development Term) contributed to their performance as Senior Instructor/Assistant Teaching Professors.

47.2 Eligibility

(a) An Senior Instructor/Assistant Teaching Professor will be eligible for a four-month leave after a minimum of three years of service as an Senior Instructor/Assistant Teaching Professor in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the Member has not previously had a Study Leave. The Study Leave will normally be taken in the term in which the Senior Instructor/Assistant Teaching Professor has her or his lightest teaching load; or

(b) An Senior Instructor/Assistant Teaching Professor will be eligible for an eight-month leave after a minimum of six years of service as an Senior Instructor/Assistant Teaching Professor in the employment of the University since the completion of her or his last Study Leave or since the date of her or his appointment where the Member has not
previously had a Study Leave. The Study Leave will normally include the term in which the Senior Instructor Assistant Teaching Professor has her or his lightest teaching load.

47.3 Effect of Study Leave on Teaching Load

47.3.1 An eight-month Study Leave will release the Member from a whole number of courses to a maximum of 3/4 of the annual Senior Instructor Assistant Teaching Professor teaching assignment as specified by the Departmental Standard for the Distribution of Duties and Responsibilities, prorated by average individual FTE level over the period of eligible service, plus up to one additional course release as described in 47.3.3. In the case of an Senior Instructor Assistant Teaching Professor appointed at 1 FTE, extra-to-load teaching will not be counted in computing the average.

47.3.2 A four-month Study Leave will release the Member from a whole number of courses to a maximum of 3/8 of the annual Senior Instructor Assistant Teaching Professor teaching assignment determined as in 47.3.1.

47.3.3 Any fractional courses arising from determining 3/4 of the average annual teaching assignment in the case of an eight-month leave, or determining 3/8 of the average annual teaching assignment in the case of a four-month leave, shall be treated as carry forward credit. Should the carry forward credit including that from the period of eligibility for the current leave exceed 1, the Senior Instructor Assistant Teaching Professor will be entitled to release from one course in addition to that determined under 47.3.1 or 47.3.2. Any residual carry forward credit will be retained.

47.5 Varying FTE

In the case of an Senior Instructor Assistant Teaching Professor whose teaching FTE has varied over the period of qualifying service, the salary received during Study Leave will be prorated in accordance with the Faculty Member’s percentage of full-time service during the period of eligibility (subject to a maximum of 1 FTE per year).

47.9 Transition

47.9.1 Where an Senior Instructor Assistant Teaching Professor has taken a Development Term before July 1, 2004, he or she will be eligible to take her or his first Study Leave under these provisions as either:

(a) An eight-month Study Leave after a minimum of three years since the completion of the Development Term; or

(b) A four-month Study Leave after a minimum of two years since the completion of the Development Term.

47.9.2 Where an Senior Instructor Assistant Teaching Professor has been approved for a Development Term to be taken effective July 1, 2004 or later, the Senior Instructor Assistant Teaching Professor may elect either:

(a) To take the Development Term as scheduled and thereafter to be eligible for a Study Leave under Article 47.0; or

(b) To take a Study Leave under Article 47.0.

47.9.3 Where an Senior Instructor Assistant Teaching Professor is eligible to elect under Article 47.9.2 and elects to take Study Leave under Article 47.9.2(b), the Senior Instructor Assistant Teaching Professor must submit a new application for Study Leave as required by Article 47.0 and where this results in a delay of the Study Leave beyond the date at which the Development Term would have commenced, the period of delay will be counted toward eligibility for the next Study Leave.

47.9.4 Where an Senior Instructor Assistant Teaching Professor has been asked to defer taking a Development Term at the request of the University, the time of deferment is carried forward toward eligibility for the next Study Leave under these provisions.
57.0 DUTIES AND RESPONSIBILITIES

Within each Department, School, non-departmentalized Faculty, and the University Libraries, the duties and responsibilities of Members shall be equitably distributed to achieve the academic objectives and mandate of the unit.

57.1 Scope of Duties and Responsibilities

57.1.1 The duties and responsibilities of tenured, tenure-track, Artists-in-Residence and Limited Term Faculty Members include:

(a) teaching duties and responsibilities as described in each Academic Unit's Standard for Distribution of Duties and Responsibilities developed under Article 57.2 (hereinafter called the "Standard");

(b) scholarship, research, and professional activities;

(c) academic duties and responsibilities described in the Academic Unit's Standard;

(d) administrative duties and responsibilities as described in the Academic Unit's Standard.

57.1.2 The duties and responsibilities of Senior Instructor, Assistant Teaching Professors include:

(a) teaching duties and responsibilities as described in the Academic Unit's Standard;

(b) academic duties and responsibilities as described in the Academic Unit's Standard;

(c) administrative duties and responsibilities as described in the Academic Unit's Standard.

57.1.3 The duties and responsibilities of Librarians include:

(a) organizing, managing and facilitating access to information;

(b) providing reference, consulting and teaching services to students, Members and persons with University library privileges;

(c) developing and maintaining the Libraries' collections and information systems;

(d) managing human and financial resources and contributing to library administration;

(e) scholarly and professional activities; and

(f) University service.

57.2 Standards for Faculty Members in Academic Units

57.2.1 Each Department, School and non-departmentalized Faculty (hereafter referred to as a "unit") must have a written Standard for the Distribution of Duties and Responsibilities of Faculty Members referred to in Article 57.1, and must review the Standard, and amend it as required, within six months of every renewal of this Agreement to ensure that the academic objectives and mandate of the unit are achieved.

57.2.2 The Standard will describe the norm for Faculty Members holding each of the following types of appointments:

(a) tenured;

(b) tenure-track;

(c) Senior Instructor, Assistant Teaching Professors;

(d) Artists in Residence; and
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(c) Limited Term.

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74.0 SALARY POLICY
74.3.5 Evaluation
74.3.5.1 Faculty Members
Each Faculty must have an Evaluation Policy for the evaluation of Members in the Faculty. The Evaluation Policy and any amendment thereto will be submitted to the Faculty and the Vice-President Academic and Provost for approval. The Evaluation Policy shall include:
(a) A description of the components to be evaluated within each of the evaluation criteria listed in Article 13;
(b) A description of the assessment techniques to be used in making evaluations;
(c) A description of the format and essential content to be used by a Faculty Member in preparing the teaching dossier for evaluation of Teaching Effectiveness. With regard to student evaluations of a Member’s teaching, a teaching dossier
i) shall include complete aggregated statistical results of student evaluations for the period of review; however,
ii) there shall be no obligation to include anecdotal or subjective student comments.
(d) Provision that Faculty Members, other than Senior Instructors, Assistant Teaching Professors and Teaching Professors, be evaluated on the criteria listed in Article 13.1.1 (a) and (b) and (c) in the ratio of 40:40:20 respectively. An alternative ratio in which no criterion in the ratio is weighted at less than 20% may be agreed between a Faculty Member and the Chair (in the case of a Faculty with Departments), and approved by the Dean, in advance for a fixed period not exceeding five years. With regard to Chairs, such an agreement is made between the Dean and the Chair and the agreement is normally made at the time of appointment as Chair and for the term of the appointment.
(e) In departmentalized Faculties, a description of the mechanism or process by which recommendations will be made with regard to MIs for Members of the Departments, including any system of allocating MIs among Departments.
(f) Provision that Senior Instructors, Assistant Teaching Professors and Teaching Professors be evaluated on the basis of the criteria listed in Article 13.2.1 (a) and (b) in the ratio of 80:20 respectively. An alternative ratio in which neither criterion in the ratio is weighted at less than 20% may be agreed between the Member and the Chair, in the case of a departmentalized Faculty, and approved by the Dean, in advance, for a fixed period not exceeding five years; and
(g) Provision that Academic Administrators be evaluated on the basis of the criteria listed in Article 13.4.1 in the ratio to be fixed between Member and the Chair, in the case of a departmentalized Faculty, and approved by the Dean or, where the Academic Administrator is appointed without a Department, the Line Authority, in advance, for a fixed period not exceeding five years.

74.3.5.2 Librarians
The University Libraries must have an Evaluation Policy for the evaluation of Librarians. The Evaluation Policy and any amendments thereto will be submitted to the Librarians and the Vice-President Academic and Provost for approval. The Evaluation Policy shall include:
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(a) A description of the components to be evaluated within each of the evaluation criteria listed in Article 13.3.1;
(b) A description of the assessment techniques to be used in making evaluations;
(c) Provision that Librarians be evaluated on the criteria listed in Article 13.3.1 (a), (b) and (c) in a ratio of 80:10:10 respectively, or an alternative ratio that is agreed between a Librarian and the University Librarian in advance for a fixed period not exceeding five years;
(d) A description of the mechanism or process by which recommendations are made for MIs.

74.3.6 Submission of Information
Members are expected to provide information that is relevant to the evaluation criteria for salary adjustments.

74.3.7 Teaching Dossiers
Faculty Members are expected to submit a teaching dossier that documents their Teaching Effectiveness for the full review period.

74.4 Basic Adjustment
74.4.1 Nature of the Basic Adjustment
The Basic Adjustment is an across-the-board adjustment and is not related to the evaluation of performance.

74.4.2 Value of the Basic Adjustment
The value of any Basic Adjustment for each year shall be as provided by the Salary Settlement.

74.5 Career Progress Increment (CPI)
74.5.1 Purpose, Criteria and Standards of Evaluation

74.5.1.1 A CPI recognizes satisfactory career progress of a Faculty Member, other than Senior Instructor, Assistant Teaching Professors, Teaching Professors and Academic Administrators:
(a) whose Teaching Effectiveness and Scholarly and Professional Achievement are judged to have satisfied the expected standard of career progress in the period of review, or
(b) whose Teaching Effectiveness is judged to have satisfied the expected standard of career progress and whose Other Contributions are judged to have been substantial in the period of review.

74.5.1.2 A CPI recognizes satisfactory career progress of an Senior Instructor, Assistant Teaching Professor or Teaching Professor:
(a) whose Teaching Effectiveness is judged to have satisfied the expected standard of career progress in the period of review, or
(b) whose Teaching Effectiveness is judged to have been satisfactory and whose Other Contributions are judged to have been substantial in the period of review.

74.5.4 Withholding CPIs
Unless otherwise specified in the Salary Settlement, where a Member has failed to demonstrate satisfactory career progress, a CPI may be withheld in the following instances:

(a) Senior Instructor, Assistant Teaching Professors who are within their first 16 years of service at the rank of Senior Instructor, Assistant Teaching Professor;
(b) Assistant Professors who are within their first 10 years of service at the rank of Assistant Professor;
(c) Associate Professors who are within their first 14 years of service at the rank of Associate Professor;
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(d) Full Professors whose salaries are less than the amount specified in the Salary Settlement;
(e) Librarians who are within their first 7 years of service at the rank of Librarian II;
(f) Librarians who are within their first 9 years of service at the rank of Librarian III; and
(g) Librarians at the rank of Librarian IV whose salaries are less than the amount specified in the Salary Settlement.

74.5.5.2 A CPI may be awarded to an **Senior Instructor Assistant Teaching Professor** who has completed 16 years or more of service at the rank of **Senior Instructor Assistant Teaching Professor** if recommended by a Dean to receive at least one MI (in which case a CPI is deemed to have been recommended) or if a Dean provides a written justification.

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**77.0 FINANCIAL EXIGENCY**

**77.1 General**

The Parties agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom. Any lay-off for budgetary reasons of Tenured or Tenure-track Members, of **Senior Instructor Assistant Teaching Professors** holding continuing appointments or of Librarian/Archivist Members on Confirmed or Probationary Appointments shall occur only during a state of financial exigency declared by the Board of Governors under this Article.

**77.19 Lay-off Notice**

(a) **Limited Term Appointments**

For each Member holding a Limited Term Faculty or a Librarian appointment who is selected for lay-off, the University shall provide the lesser of:

i) six months written notice of the date of lay-off, or

ii) six months salary in lieu of notice, or

iii) notice that the University will honour all contractual obligations to the Member; however, no subsequent reappointment will be offered.

(b) **Senior Instructor Assistant Teaching Professors**, Artists-in-Residence, Tenure-Track, Tenured and Probationary or Confirmed Librarians

For each Member holding an appointment as a **Senior Instructor Assistant Teaching Professor** (whether continuing or not) or Artist-in-Residence, an appointment with tenure or with eligibility for tenure, or a Probationary or confirmed Librarian appointment who is selected for lay-off, the University shall, at the discretion of the University provide either:

i) one month’s notice of lay-off for each year of service in the University in any of these appointment classifications, which shall be not less than 6 months notice to a maximum of 24 months notice, or

ii) one month’s salary in lieu of notice for each year of service in the University in any of these appointment classifications, which shall be not less than 6 months salary to a maximum of 24 months of salary.

(c) Under this Article, all payments in lieu of salary shall be based on the individual’s annual salary at the date of lay-off.
APPENDIX “G”
DEADLINES FOR REAPPOINTMENT, TENURE AND PROMOTION

| REAPPOINTMENT AND **SENIOR INSTRUCTOR** **ASSISTANT TEACHING PROFESSOR** CONTINUING APPOINTMENT |
| Department: |

<table>
<thead>
<tr>
<th>Deadline</th>
<th>Administration/Committees</th>
<th>Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 15</td>
<td>Chair must notify Members who must be considered for reappointment in the next academic year. [22.1]</td>
<td>Member must provide updated CV, Teaching Dossier and other documentation to Chair [22.5]. This does not apply to Senior Instructor’s third and subsequent reappointments if reappointed twice prior to July 1, 2008 and no continuing appointment is sought [15.2.5 and 15.2.4.2].</td>
</tr>
<tr>
<td>September 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 days prior to ARPT Committee meeting.</td>
<td>Chair of ARPT Committee must provide Member with List of Documents to be considered by ARPT Committee. [25.1]</td>
<td>Member may: Requests copies of documents from List of Documents; [25.3] File written submission (optional); [25.4] Give notice of oral submission (optional). [25.5]</td>
</tr>
<tr>
<td>Prior to ARPT Committee meeting:</td>
<td></td>
<td></td>
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<tr>
<td>Within 3 working days of candidate’s request</td>
<td>Chair of ARPT Committee must provide copies of documents requested by Candidate. [25.3]</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Event Description</td>
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<td>October 15</td>
<td>Chair of ARPT Committee: Deadline for sending Departmental Recommendation to: Member; and Dean [29]</td>
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<td>ARPT Committee may invite candidate to meet with Committee. [25.6]</td>
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University of Victoria and UVic Faculty Association
2012 Framework Agreement Negotiations

Faculty Association Proposal 1
FINAL APPROVED WORDING
June 29, 2012

Faculty Advisory Committee:

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<th>Deadline</th>
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<th>Member</th>
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<tr>
<td>November 15</td>
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<td>Member may: file written submission (optional); [32.4.9] give notice of oral submission (optional). [32.4.10]</td>
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Dean:

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<td>Deadline for Member to file notice of intent to appeal to URC if Dean's recommendation is negative. [37.3.1]</td>
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<td>December 15</td>
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<td>Deadline for Member to submit appeal [37.3.3]</td>
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President:

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<td>January 15</td>
<td>Deadline for President to send her or his recommendation to the Member. [38.2.1] Where Member has appealed Dean’s recommendation to the URC, President’s recommendation must be sent to Member within 30</td>
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APPENDIX “I”
PEER SUPPORT PROGRAM

1.0  REFERRAL

1.1  A Faculty Member who is tenured or is an Assistant Teaching Professor, Teaching Professor, or Teaching Professor who has been reappointed at least once is referred to the Peer Support Program (“Program”) if the Dean of the Faculty (or Head of the Division of Medical Sciences):

APPENDIX 1 (to Appendix “I”)

Retirement Phase-in Plan Program

5.4.1  A Faculty Member’s Retirement Phase-in Plan (except for an Assistant Teaching Professor, Teaching Professor, or Teaching Professor) may specify reductions in the Member’s duties and responsibilities regarding Scholarship and Professional Achievements and Other Contributions, as well as increases in the Member’s duties and responsibilities with respect to Teaching, Scholarship and Professional Achievements, or Other Contributions that fall within the Faculty Member’s normal responsibilities so as to maintain his or her FTE at the levels specified in the Member’s Phase-in Plan. Where the Member elects this option, the Member’s annual evaluation in accordance with Framework Agreement Article 73.3.5.1 will be adjusted accordingly, with allowance that the Scholarship and Professional Achievements, or Other Contributions components of the evaluation ratio may be reduced to 0.

5.4.2  An Assistant Teaching Professor’s or Teaching Professor’s Retirement Phase-in Plan may specify an alteration in the balance of his or her Teaching and Other Contributions provided Teaching is specified at 50% or higher. Where the Member elects this option, the Member’s annual evaluation in accordance with Framework Agreement Article 73.3.5.1 will be adjusted accordingly, with allowance that the Other Contributions component of the evaluation ratio may be reduced to 0.

6.0  Study and Administrative Leave

6.1  Where a Member enters into a Retirement Phase-in Plan, his or her eligibility and terms for Study Leave or Administrative Leave, including the obligation to return, are as provided in the Framework Agreement, article 43 (Tenured or Tenure-Track Faculty Members), article 44 (Librarians), article 53 (Assistant Teaching Professor or Assistant Professor), and article 45 (Administrative Leave) except as follows:
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Faculty Association Proposal 1
FINAL APPROVED WORDING
June 29, 2012

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
12.0 APPOINTMENT PROCEDURES - LIBRARIANS

12.1 Function of Appointments Advisory Committee (AAC)

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

12.1 Consultation

12.1.1 When there is a proposal by the University Librarian to create a new Librarian position, or to fill a Librarian position vacant due to resignation or retirement, the University Librarian will meet with the members of the Appointments Advisory Committee (AAC) to discuss the proposal. The members of the AAC will circulate the draft position description to all librarians and solicit their views. The AAC will forward the University Librarian a summary of views received, and may include written recommendations regarding the proposal. In making his or her final decision, the University Librarian will give the recommendations good faith consideration.

12.1.2 Once approval has been received from the Vice-President Academic and Provost to go forward with a position, the AAC shall review the final written description of the position, and develop criteria for the search. The AAC will circulate the final position description to all librarians.

12.2 Establishment of Committee

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

12.3 Structure of Committee

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

12.3.2 Role of the Alternate member: The regular members of the AAC will include the alternate member of the AAC as a full member of the committee in meetings and discussions up to the point when a particular search committee is struck. If one of the regular members of the committee is unable to serve for that search, the alternate shall serve for the duration of that search. If, prior to the search process commencing, the alternate member is added to the committee, and one of the regular members of the committee cannot participate in the search process, an election will be held to appoint an additional Librarian with a regular, confirmed appointment to the committee for the duration of that search. In no case may a member of the AAC be replaced during the process of any particular search.

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

(a) act as the primary liaison with the University Librarian in carrying out the AAC's responsibilities under Article 12.1; and

(b) have primary responsibility for ensuring procedures of the AAC are properly adhered to.
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University Proposal 3
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12.3.43 When a decision has been made to fill any vacant or new position with a Regular or Limited Term Librarian appointment, the Librarian (or Librarians) who will supervise the candidate will be added to the AAC. If the candidate is to report directly to the University Librarian, the University Librarian will be added to the AAC. If the supervising Librarian is already one of the regular members of the AAC for the year, the alternate member of the committee will become a serving member of the committee for the duration of that search, an election will be held to appoint an additional Librarian with a Regular, confirmed appointment to the Committee.

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

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

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

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

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

12.4 Consultation
When:
(a) — a new Librarian position is proposed; or,
(b) — a Librarian position becomes vacant due to resignation or retirement, and a proposal is made to fill that position;

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

12.5 Guidelines
The AAC and the University Librarian will develop the guidelines for consultation with regard to Articles 12.1 and 37.5. These guidelines shall be ratified by a majority vote of all Librarian Members voting and any changes thereto shall only be made with the mutual agreement of the University Librarian and the Librarian Members.

12.6 Advertising Positions to be Filled

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

12.6.12 Advertising for a vacant Librarian position shall meet the requirements for publicizing the availability of a position as described in Article 10.6.3, and in the case of a Regular appointment, it shall be advertised nationally.
12.6.2 If duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of at least one year, as provided in Article 57.5.10.3, the AAC may limit advertising of the position to the University Campus; advertising is not required.

12.7 Appointments Advisory Committee Procedures

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

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

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

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

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

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

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

(a) the rank advised by the Advisory Committee on Ranks and Promotions; and

(b) in the case of a Regular appointment, a proposal regarding probationary status in accordance with Article 17.1.2(a) and (b);

and shall be accompanied by all related documentation.

12.7.8 All discussions by members of the AAC and of the Advisory Committee on Ranks and Promotions concerning appointments are confidential. Members of these committees must not disclose or discuss the committee proceedings, opinions expressed during the committee proceedings, or the committees' recommendations, except as otherwise provided in this Agreement, or by law.

12.8 The University Librarian

12.8.1 If the University Librarian accepts may forward the recommendation, it will be forwarded to the Vice-President Academic and Provost with a written statement of endorsement.

12.8.2 If the University Librarian declines to accept-forward the recommendation, the University Librarian must provide written reasons to the AAC and must meet with the Committee as soon as possible thereafter to discuss the matter.
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University of Victoria and UVic Faculty Association
2012 Framework Agreement Negotiations

Faculty Association Proposal 3
University Proposal 3
FINAL APPROVED WORDING
June 29, 2012

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
15.0 REAPPOINTMENTS

15.1 Assistant Professor

15.1.1 Eligibility for Reappointment

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

15.1.2 Evaluation for Reappointment

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

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

15.1.3 Standard for Evaluation

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

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

15.1.4 Terminal Year

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

15.2 Senior Instructor/Assistant Teaching Professor

15.2.1 Term of Reappointment

A Senior Instructor/Assistant Teaching Professor is eligible to be reappointed for a term of four years.

15.2.2 Evaluation for Reappointment

A Senior Instructor/Assistant Teaching Professor is evaluated for reappointment on the basis of:

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

15.2.3 Standard for Evaluation

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

15.2.4 Terminal Year

Where an application for reappointment by an Assistant Teaching Professor is unsuccessful, the Faculty Member shall be offered a terminal appointment for one year.
15.2.54 Continuing Appointment

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

15.2.54.2 Where, prior to July 1, 2008, an Senior Instructor Assistant Teaching Professor has been reappointed at least twice, the Senior Instructor Assistant Teaching Professor may, at the time of any subsequent reappointment, request consideration for a continuing appointment. Where the Senior Instructor Assistant Teaching Professor does not request such consideration, the Senior Instructor Assistant Teaching Professor will continue to be reappointed in accordance with Article 15.2.5. Nothing in Article 15.2.4.2 limits the right of an Senior Instructor Assistant Teaching Professor who has not applied for a continuing appointment to request promotion to Teaching Professor.

15.2.54.3 If an Senior Instructor Assistant Teaching Professor requests consideration for a continuing appointment under Article 15.2.4.2 or Article 15.2.4.4 and is unsuccessful, then subject to any appeal available, the Senior Instructor Assistant Teaching Professor may continue to be reappointed in accordance with Article 15.2.6.5 and may apply at a future date for reconsideration for a continuing appointment, provided that under the provisions of Article 15.2.6.5, the Senior Instructor Assistant Teaching Professor is reappointed.

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

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

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

15.2.54.7 If the Dean denies an Senior Instructor Assistant Teaching Professor a continuing appointment, the candidate may appeal the Dean's recommendation to the University Review Committee.

15.2.65 Senior Instructor Assistant Teaching Professors Reappointed Twice Prior to July 1, 2008

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

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

15.3 Limited Term Appointment

15.3.1 Eligibility for Reappointment

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

15.3.2 Prerequisites for Reappointment

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

- the reappointment is within the circumstances described in Article 11.6;
- in the case of a Limited Term appointee who will be assigned teaching responsibilities, the teaching performance of the person has consistently met or exceeded the standard for teaching effectiveness in the Department or Faculty; and
- in the case of a Limited Term appointee who has been primarily engaged in research:
  - the research and scholarly achievements have met the expected standards of the Department or Faculty in which the person has held an appointment; and
  - the requisite funds, resources and physical space will be available to continue the research.

15.4 Limited Term Librarian

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

15.5 Artist-in-Residence

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

15.5.2 Evaluation for Third and Subsequent Reappointment

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

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

15.6 Academic Administrators

15.6.1 An Academic Administrator whose performance consistently meets or exceeds the expected standard may be reappointed for a second term of three years.
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University of Victoria and UVic Faculty Association
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Faculty Association Proposal 1
Faculty Association Proposal 2
FINAL APPROVED WORDING
June 29, 2012

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

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

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
20.0 STOPPING THE CLOCK

20.1 Leaves

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

20.2 Illness, Family Responsibilities and Personal Circumstances

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

(a) A Faculty Member may apply in writing to the Dean of his or her Faculty to defer her or his consideration for reappointment or tenure; and

(b) A Librarian on probationary status may apply in writing to the University Librarian to defer her or his consideration for a confirmed Regular appointment.

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

20.3 Types of Leave that Count Toward Consideration for Tenure

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

20.4 Long-Term Disability

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

Dated: June 29, 2012

Kim Hart Wensley  
Chief Negotiator  
University of Victoria

Doug Baer  
Chief Negotiator  
University of Victoria Faculty Association
22.5 Submission of Documentation

22.5.1 By June 15, a candidate may at his or her discretion submit to the Chair of the Committee copies of or citations to scholarly or creative works that she or he wishes to be made available to the referees prior to the date for distribution of materials as outlined in Article 23.8.1. Subject to Article 23.8.3, the Chair of the Committee will forward these works to a referee as soon as the referee agrees to serve.

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

(a) a Curriculum Vitae;
(b) a Teaching Dossier;
(c) copies of or citations to the scholarly or creative works that the candidate wants the Committee and referees to consider (this must include but is not limited to those works provided under 22.5.1) and
(d) a summary of the candidate’s major achievements during the period under review which at the option of the candidate may include a statement of any special circumstances during the period under review which may have affected the candidate’s achievements during the period under review, and
(e) copies of other documents that the candidate wants the Committee to consider.

23.8 Shipment of Information and Material to Referees

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

(a) a copy of the candidate’s curriculum vitae; and
(b) copies of or citations to the scholarly or creative works of the candidate that have been agreed upon by the candidate and the Chair of the Committee.

23.8.2 By September 15 in the case of tenure (or promotion that will confer tenure), and by October 15 in the case of promotion, the Chair of the Committee shall send to the referees who have signified their willingness to serve as a referee the information provided by the candidate as specified in Article 23.8.1 and Article 22.5.2, except the candidate’s teaching dossier, and:

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

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

23.8.4 Where the candidate and the Chair of the Committee cannot agree on the scholarly or creative work or the evidence of teaching effectiveness that the referees shall be requested to review, the referees shall be sent copies of or citations to the scholarly or creative work and evidence of the candidate’s teaching effectiveness that have been selected by both the candidate and by the Chair of the Committee.
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University of Victoria and UVic Faculty Association
2012 Framework Agreement Negotiations

Regarding Reappointment, Promotion and Tenure
FINAL APPROVED WORDING AS PER MEDIATION
October 26, 2012

Note: Appendix G would be updated to reflect the above changes.

Dated: March 25, 2013

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
APPENDIX “G”
DEADLINES FOR REAPPOINTMENT, TENURE AND PROMOTION

GENERAL
Departmental ARPT Committees – selection of – by April 30 [21.1]
Faculty Advisory Committee – selection of – by April 30 [32.1]

Note: With regard to Members in non-Departmentalized Faculties, read “Dean” wherever Chair appears in this Appendix.

REAPPOINTMENT AND SENIOR INSTRUCTOR, ASSISTANT TEACHING PROFESSOR, CONTINUING APPOINTMENT

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<td><strong>Deadline</strong></td>
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<td>April 15</td>
<td>Chair must notify Members who must be considered for reappointment in the next academic year. [22.1]</td>
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<tr>
<td>September 10</td>
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<td>Member must provide updated CV, Teaching Dossier and other documentation to Chair [22.5] This does not apply to Assistant Teaching Professor Senior Instructor’s third and subsequent reappointments if reappointed twice prior to July 1, 2008 and no continuing appointment is sought [15.2.5 and 15.2.4.2].</td>
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<tr>
<td>10 days prior to ARPT Committee meeting.</td>
<td>Chair of ARPT Committee must provide Member with List of Documents to be considered by ARPT Committee. [25.1]</td>
<td>Member may: Request copies of documents from List of Documents; [25.3] File written submission (optional); [25.4] Give notice of oral submission (optional). [25.5]</td>
</tr>
<tr>
<td>Prior to ARPT Committee meeting:</td>
<td></td>
<td></td>
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<td>Within 3 working days of candidate’s request</td>
<td>Chair of ARPT Committee must provide copies of documents requested by Candidate. [25.3]</td>
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Appendix G updated to reflect approved changes:
Senior instructor name change, Article 24.2, Article 22.5 and Article 23.8
February 28, 2013

<table>
<thead>
<tr>
<th>October 15</th>
<th>Chair of ARPT Committee: Deadline for sending Departmental Recommendation to: Member; and Dean [29]</th>
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**Faculty Advisory Committee:**

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<tr>
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<tbody>
<tr>
<td>November 15</td>
<td>Faculty Advisory Committee: Deadline for sending its Recommendation to: Member; and Dean if FAC review is required or for Assistant Teaching Professor85 continuing appointment [35]</td>
<td>Member may: file written submission (optional); [32.4.9] give notice of oral submission (optional); [32.4.10]</td>
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**Dean:**

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</thead>
<tbody>
<tr>
<td>November 23</td>
<td>Deadline for Dean to send her or his recommendation to: Member; and President [37.2]</td>
<td>Deadline for Member to send response to Dean with regard to FAC recommendation. [36]</td>
</tr>
<tr>
<td>December 1</td>
<td>Deadline for Dean to send her or his recommendation to: Member; and President [37.2]</td>
<td>Deadline for Member to file notice of intent to appeal to URC if Dean’s recommendation is negative. [37.3.1]</td>
</tr>
<tr>
<td>December 15</td>
<td>Deadline for Member to submit appeal [37.3.3]</td>
<td></td>
</tr>
<tr>
<td>January 15</td>
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<tr>
<td>January 15</td>
<td>Deadline for President to send her or his recommendation to the Member. [38.2.1] Where Member has appealed Dean’s recommendation to the URC, President’s recommendation must be sent to Member within 30 days after URC decision. [38.2.2]</td>
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<tr>
<th>Date</th>
<th>Event Description</th>
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<tr>
<td>January 31</td>
<td>Deadline for Member to file notice of intent to appeal to URC if President declines to recommend re-appointment or continuing appointment. [38.5.1]</td>
</tr>
<tr>
<td>March 1</td>
<td>Deadline for Member to submit appeal [38.5.2]</td>
</tr>
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</table>

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

Department:

<table>
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<tr>
<th>Deadline</th>
<th>Administration/Committees</th>
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</tr>
</thead>
<tbody>
<tr>
<td>April 15</td>
<td>Chair must notify Members who must be considered for tenure in the next academic year. [22.1]</td>
<td>A Member who intends to apply for tenure (or a promotion that will confer tenure) in next academic year must notify Chair in writing. [22.2]</td>
</tr>
<tr>
<td>May 15</td>
<td>ARPT Committee must provide Member with a list of Department’s nominated referees. [23.3]</td>
<td>Member must provide ARPT Committee with a list of Member’s nominated referees. [23.3]</td>
</tr>
<tr>
<td><strong>Between May 15 and June 30</strong></td>
<td>Chair provides preliminary opinion. [24.2]</td>
<td>Member must select minimum of 2 referees from ARPT Committee’s list of nominees and notify Committee Chair. [23.5.1]</td>
</tr>
<tr>
<td>June 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After receiving Member’s selection of referees from ARPT list and before June 15</td>
<td>ARPT Committee must select minimum of 2 referees from Member’s list [23.5.2]</td>
<td>Candidate may submit to the Chair of the Committee copies of or citations to scholarly or creative works that he or she wishes to be made available to the referees [22.5.1]</td>
</tr>
<tr>
<td>June 15</td>
<td><strong>The Chair of the Committee will forward these works to a referee as soon as the referee agrees to serve.</strong> [22.5.1]</td>
<td></td>
</tr>
<tr>
<td>After referee selection is complete</td>
<td>ARPT Chair writes to selected referees to determine whether they will serve. [23.7]</td>
<td></td>
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<tr>
<td>August 31</td>
<td>ARPT Chair invites alternate referee if any of originally selected referees declines to serve. [23.7]</td>
</tr>
<tr>
<td>September 10</td>
<td>Member must submit documentation to ARPT Chair including updated C.V. and Teaching Dossier. [22.5]</td>
</tr>
<tr>
<td>September 15</td>
<td>ARPT Chair sends material to referees, except the candidate’s teaching dossier [23.8],[2]</td>
</tr>
<tr>
<td></td>
<td>10 days prior to Committee meeting at which Member will be considered:</td>
</tr>
<tr>
<td></td>
<td>ARPT Chair must provide Member with List of Documents to be considered by ARPT Committee. [25.1]</td>
</tr>
<tr>
<td></td>
<td>Member may: request copies of documents from List of Documents; [25.3]</td>
</tr>
<tr>
<td></td>
<td>file written submission (optional); [25.4] give notice of oral submission (optional). [25.5]</td>
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<td></td>
<td>ARPT Committee may invite candidate to meet with Committee. [25.6]</td>
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<td>Member may: file written submission (optional); [32.4.9] give notice of oral submission (optional). [32.4.10]</td>
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<td></td>
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<td></td>
<td>Deadline for Member to file</td>
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<td>Deadline for Member to submit appeal [37.3.3]</td>
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<tr>
<td>February 15</td>
<td>President’s recommendation must sent to the Member. [38.2.1]</td>
<td>Deadline for Member to file notice of intent to appeal to URC if President declines to recommend tenure. [38.5.1]</td>
</tr>
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<td></td>
<td>Where Member has appealed Dean’s recommendation to the URC in which case President’s recommendation must be sent to Member within 30 days after URC decision. [38.2.2]</td>
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PROMOTION

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

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<tr>
<td>April 15</td>
<td></td>
<td>A Faculty Member who intends to apply for promotion in next academic year must notify Chair in writing. [22.2]</td>
</tr>
<tr>
<td>Date/Period</td>
<td>Action/Responsibility</td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>May 15</td>
<td>ARPT Committee must provide Member with a list of Department’s nominated referees. [23.3]</td>
<td></td>
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<td>APRP Chair provides preliminary opinion. [24.2]</td>
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<td>Member must select a minimum of 2 referee’s from ARPT Committee’s list of nominees and notify Chair. [23.5.1]</td>
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<td>Candidate may submit to the Chair of the Committee copies of or citations to scholarly or creative works that he or she wishes to be made available to the referees (22.5.1)</td>
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<td>After receiving notice of Member’s selection from ARPT Committee list and before June 15</td>
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<td>Member must submit documentation including citations of work agreed to by Member and ARPT Chair for transmission to referees [22.5, 22.8.4]</td>
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<td>10 days prior to Committee meeting at which Member will be considered:</td>
<td>ARPT Chair must provide Member with List of Documents to be considered by ARPT Committee. [25.1]</td>
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| ARPT Committee may invite candidate to meet with Committee. [25.6] |
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| January 15             | ARPT Committee: Deadline for sending Departmental recommendation to: Member; and Dean [29] |

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<td>June 15</td>
<td>Deadline for Member to file notice of intent to appeal to URC if President declines to recommend promotion. [38.5.1]</td>
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Dated: March 25, 2013

Kim Hart Wensley  
Chief Negotiator  
University of Victoria

Doug Baer  
Chief Negotiator  
University of Victoria Faculty Association
24.0 — ASSESSMENT BY THE CHAIR OF THE DEPARTMENT

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

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

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

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
32.4.8 Responsibilities of the Faculty Advisory Committee

(a) Tenure and Promotion Applications

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

(b) Appointments and Reappointments

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

(c) The Role of the Committee

The role of the Faculty Advisory Committee in a departmentalized Faculty is to review the Departmental Committee’s recommendation on each application for reappointment (where directed to make a recommendation), tenure or promotion. It will advise the Dean as to whether the Departmental Committee’s recommendation about the candidate’s suitability for reappointment, promotion or tenure:

(i) constitutes a sound and unbiased evaluation of a candidate’s scholarship, teaching, and other contributions, as appropriate to the position, and

(ii) is reasonable, as judged by the standards of the Framework Agreement, the Faculty Evaluation Policy, and, in the case of reappointment or tenure, the performance expectations of the Department as provided to the Faculty Member in accordance with Articles 14.1.1, 14.3.1 and 14.5.

(d) Standards to be Applied in Review

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

i) committed an error in procedure that negatively affected the recommendation and rendered the process unfair to the applicant;

ii) made a recommendation that was invalid due to bias or a reasonable apprehension of bias; or

iii) made a recommendation that was clearly unreasonable in light of the relevant standards to be applied.

(e) If the Faculty Advisory Committee finds there were significant errors in procedure that rendered the process unfair to the applicant, or finds the Departmental recommendation was invalid due to bias or reasonable apprehension of bias, the Faculty Advisory Committee may recommend to the Dean that he or she refer the matter back to the Department for reconsideration.
(f) Where the Faculty Advisory Committee recommends that the Dean send the matter back to the Department for reconsideration, the Dean will provide directions to the Department for the reconsideration process including the time line for reconsideration and, where appropriate, the addition of documents including new assessments from external referees.

(g) If the Faculty Advisory Committee finds that there were no significant errors of procedure and no issues of bias, then the Faculty Advisory Committee must consider whether, having regard to the relevant standards, the Departmental recommendation is reasonable. If the Faculty Advisory Committee concludes that the Departmental recommendation is unreasonable, then it must provide the Dean with a comprehensive report of its reasons for reaching this conclusion and a recommendation about the candidate's case.

Dated: March 25, 2013

Kim Hart Wensley  
Chief Negotiator  
University of Victoria

Doug Baer  
Chief Negotiator  
University of Victoria Faculty Association
37.0 DEAN’S RECOMMENDATION ON REAPPOINTMENT, TENURE AND PROMOTION

37.2 Deadlines for Dean’s Recommendations

The Dean must transmit her or his written recommendation, with a copy of the Faculty Advisory Committee’s recommendation, and the recommendation of the Departmental committee in the case of departmentalized faculties to:

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
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Faculty Association Proposal 2
FINAL APPROVED WORDING
June 29, 2012

40.3 Chair of the University Review Committee

The responsibilities of the Chair are:

(a) To appoint Case Panels in accordance with Article 40.4;

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

Each Case Summary should be prepared so that:

i) as far as is reasonably possible, it will not disclose the identities of the appellant or respondent;

ii) it may serve as a non-binding precedent for a future appeal; and

iii) it may serve an educational function for those who make recommendations or decisions about reappointment, tenure, removal of probationary status, promotion, salary adjustments, or study leave.

(c) To organize an annual training process for members of the University Review Committee designed jointly by the Association and the University. This process shall include joint presentations by the Faculty Association and the University. No member of the University Review Committee shall be appointed to a Case Panel until he or she has first taken part in the training process.

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
43.0 STUDY LEAVE – TENURED OR TENURE-TRACK FACULTY MEMBERS

43.2 Application

October 1 is the deadline for an eligible Faculty Member to submit an application for Study Leave to the Chair of the Faculty Member’s Department (Dean in the case of a non-Departmentalized Faculty) for a Study Leave that will commence on July 1, September 1, or January 1 of the academic year following the year in which the application is made.

43.3 Recommendation and Approval of Applications

43.3.1 Number of Study Leaves that Can be Taken in a Year

(a) Subject to an evaluation of the merit of each application for Study Leave, the University expects that each Faculty Member will be on Study Leave according to Articles 43.5.1 – 43.5.3. However, the number of Study Leaves that the University can grant in each year in an academic unit is contingent upon suitable arrangements being made to fulfill the academic unit’s teaching commitments and graduate student supervision obligations during a period of Study Leave.

(b) Where several Faculty Members in the same academic unit become eligible for Study Leave in the same academic year, the University may not be able to grant all of the approved applications for Study Leave and some approved applications for Study Leave may need to be deferred and dealt with under subparagraph (c) of this Article.

(c) Where a Faculty Member’s approved Study Leave is deferred under this Article, the period of deferral counts as eligible service toward a Study Leave that follows the deferred Study Leave. This subparagraph applies only where a Faculty Member’s Study Leave application has been deferred by the University under this Article following an application for Study Leave by the Faculty Member.

(d) If a Faculty Member’s approved Study Leave is deferred under Article 43.3.1(b), the approval shall be valid so long as the University continues to defer the Study Leave.

(e) The number of consecutive deferrals by the University of an approved Study Leave is restricted to two.

43.7 Modification of Leave Project after Approval

Any significant modification to a Study Leave project that has been approved by the Vice-President Academic and Provost must be approved by the Faculty Member’s Dean and the Vice-President Academic and Provost on recommendation from the Faculty Member’s Chair.

43.11 Leave Report

Prior to the salary adjustment review immediately following the completion of a Study Leave, a Faculty Member must submit a Study Leave Report to the Faculty Member’s Chair, with a copy to the Dean, that provides an account of
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Faculty Association Proposal 23
University Proposal 8
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(a) the research, scholarly and creative activities undertaken during the Study Leave, including
whether these activities varied from the approved Study Leave application and, if so, the nature of the
variation;

(b) how the Faculty Member expects the research, scholarly and creative activities undertaken during
the Study Leave will contribute to or enhance the Faculty Member’s:
   i) research;
   ii) scholarly publications or creative works; or
   iii) teaching effectiveness.

43.14 Deferment of Study Leave at Request of University

Where a Faculty Member is granted Study Leave by the Vice-President Academic and Provost and such leave is
subsequently deferred at the request of the University, the period of deferment to a maximum of five years may
shall be applied towards eligibility for a succeeding Study Leave.

43.15 Study Leave and Long Term Disability

43.15.1 A Faculty Member may not apply for a Study Leave that will commence while the Faculty Member is on
Long Term Disability or that will commence during any return to work program under the Long Term Disability
plan.

43.15.2 Subject to Article 43.15.3, where a Faculty Member returns to work from Long Term Disability with a
reduced FTE during a return to work period under the Long Term Disability plan, the period worked will count as
eligible service accumulated toward Study Leave and, for purposes of computing salary on Study Leave, will be
treated in accordance with Article 43.5.4.

43.15.3 Where a Faculty Member returns to work from Long Term Disability with a reduced FTE during a return
to work period which equals or exceeds, or is likely to equal or exceed, one year, the Faculty Member may choose to
accumulate sufficient count service accumulated during the return period proportionately to the size of the reduced
FTE such that he or she will have served, over a longer period of time, the equivalent of the years served at the
Faculty Member’s regular FTE that are required to be eligible for their next Study Leave, at the Faculty Member’s
regular FTE. In that case, the Faculty Member’s salary during that Study Leave will be based upon the Faculty
Member’s regular FTE salary.

43.15.4 A Faculty Member selecting the option identified in Article 43.15.3 must notify the Dean in his or her
application for Study Leave that he or she intends to accumulate count service accumulated during the return to
work period under this Article and must explain show how the equivalent years of eligible service at the Faculty
Member’s regular FTE have been achieved, is to be established, and

   b) if the Faculty Member’s Study Leave is approved, the Faculty Member’s salary during Study
   Leave will be based upon the Faculty Member’s regular FTE salary.
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Faculty Association Proposal 23
University Proposal 8
FINAL APPROVED WORDING
June 29, 2012

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
46.0 STUDY LEAVE – LIBRARIANS

46.10 Study Leave and Long Term Disability

46.10.1 A Librarian may not apply for a Study Leave that will commence while the Librarian is on Long Term Disability or that will commence during any Return to Work Program under the Long Term Disability plan.

46.10.2 Subject to Article 46.10.3, where a Librarian returns to work from Long Term Disability with a reduced FTE during a return to work period under the Long Term Disability plan, the period worked will count as service toward Study Leave.

46.10.3 Where a Librarian returns to work from Long Term Disability with a reduced FTE during a return to work period which equals or exceeds, or is likely to equal or exceed, one year, the Librarian may choose to accumulate sufficient service such that he or she will have served, over a longer period of time, the equivalent of the years required to be eligible for Study Leave at the Librarian’s regular FTE. In that case:

a) the Librarian must notify the University Librarian in his or her application for Study Leave that he or she intends to accumulate service under this article and must explain how the equivalent service is to be established; and

b) if the Librarian’s Study Leave is approved, the Librarian’s salary during Study Leave will be the Librarian’s regular FTE salary.

Dated: June 29, 2012

Kim Hart Wensley  
Chief Negotiator  
University of Victoria

Doug Baer  
Chief Negotiator  
University of Victoria Faculty Association
51.0 SICK LEAVE, LONG TERM DISABILITY AND RETURN TO WORK

The provisions of this Article and the provisions of Article 52.0 shall be interpreted to recognize the mutual interest shared by the Member and the University in promoting the health of the Member and in appropriately minimizing the adverse impact of the Member’s illness or disability on the Member’s career progress. Both parties share a mutual responsibility to cooperate in the processes set out in these Articles.

Members are entitled to be accompanied by a Faculty Association representative to any meetings or informal discussions that take place in relation to processes or discussions arising from Articles in this Agreement pertaining to sick leave, long term disability, return to work and accommodation.

51.1 Eligibility for Sick Leave

The following categories of Members are eligible for Sick Leave:

(a) Faculty Members holding Regular Academic Appointments;
(b) Librarians holding Regular Librarian Appointments;
(c) Artists-in-Residence; and
(d) Academic Administrators

Such persons are collectively referred to in this Article as “Eligible Member” or “Eligible Members”.

51.2 Notification of Illness or Disability

When an Eligible Member becomes ill or disabled and is thereby unable to perform any of her or his employment duties and responsibilities, the Eligible Member must inform her or his Chair (Dean in the case of a non-departmentalized Faculty and University Librarian in the case of a Librarian) as soon as possible and provide suitable medical documentation.

51.3 Full Salary and Benefits Where Sick Leave Approved

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

51.4 Initial One-Month Period of Sick Leave

51.4.1 Sick Leave for the first week of an Eligible Member’s illness or disability may be approved by:

(a) the Chair of the Eligible Member’s Department in the case of a departmentalized Faculty;
(b) the Dean of the Eligible Member’s Faculty in the case of a non-departmentalized Faculty;
(c) the supervising Librarian in the case of a Librarian.

51.4.2 Where an Eligible Member’s inability to perform her or his duties and responsibilities because of illness or disability extends beyond one week and is likely to continue, Sick Leave for the remaining portion of the first month of an Eligible Member’s illness or disability may be approved, after consultation with the Department of Human Resources, by:

(a) the Dean of the Eligible Member’s Faculty who shall inform the Chair of the approval; or
(b) the University Librarian in the case of a Librarian.
51.5 Second and Third Month
Where an Eligible Member’s inability to perform her or his employment duties and responsibilities because of illness or disability extends beyond one month and is likely to continue, Sick Leave with pay for a further period of two months may be approved by:
(a) the Dean of the Eligible Member’s Faculty who shall inform the Chair of the approval; or
(b) the University Librarian in the case of a Librarian
after consultation with the Department of Human Resources, and the Vice-President Academic and Provost.

51.6 Extension of Sick Leave for an Additional Three Months
Where an Eligible Member’s inability to perform her or his employment duties and responsibilities because of illness or disability extends beyond three months and is likely to continue, Sick Leave with pay for a further period of up to three months may be approved, by the Vice-President Academic and Provost after considering updated medical documentation.

51.7 Medical Reports
The University will require an Eligible Member to provide medical reports to the University with regard to the Eligible Member’s illness or disability as a condition of continuing or extending Sick Leave. The University may require a medical report prepared by a physician or medical specialist nominated by the University.

51.8 Commencement of Sick Leave
Sick Leave commences on the date when the illness or disability renders the Eligible Member unable to perform her or his employment duties and responsibilities. The University will require confirmation from the Eligible Member’s physician with regard to the date or probable date when the Member became unable to perform her or his employment duties and responsibilities.

51.9 Work During Sick Leave
The primary obligation of an Eligible Member on Sick Leave is to regain her or his health. Responsibility for reallocating the duties and responsibilities of an Eligible Member who has gone on Sick Leave rests with the Chair of his or her Department, with the Dean in non-departmentalized Faculties and with the supervising Librarian or the University Librarian in the Libraries. The Chair, Dean, supervising Librarian or University Librarian, as appropriate, may consult the Member regarding the reallocation of responsibilities if the Member’s health circumstances so permit. An Eligible Member on Sick Leave shall not engage in teaching, participate as a member of any University committees or perform other employment-related duties or responsibilities. Nothing in this Article prevents the Member and the Member’s Chair, Dean, supervising Librarian or the University Librarian, as appropriate, from engaging in discussions to facilitate planning the Member’s return to work when the Member’s health circumstances so permit.

51.10 Fitness to Resume Duties
Before an Eligible Member on Sick Leave resumes her or his duties and responsibilities, the University has the right to require a medical report by a physician that the Eligible Member is fit to resume the duties and responsibilities associated with her or his position.

51.11 Application for Long-Term Disability

51.11.1 Qualifying Period
Long Term Disability benefits, if approved, will commence six months after the date an approved Sick Leave for the illness or disability begins.
51.11.2 Time for Application – After Three Months of Sick Leave

If at the end of three months of Sick Leave, a medical opinion is provided to the University that the Member’s recovery from the illness or disability is unlikely within six months from the date of the commencement of Sick Leave, an Eligible Member must submit an application for Long-Term Disability Insurance benefits to the Department of Human Resources who shall forward the application to the insurance carrier and notify the Member’s Dean (University Librarian in the case of a Librarian) and the Vice-President Academic and Provost.

51.11.3 Full Long-Term Disability Benefits

(a) Where after six months of Sick Leave, an Eligible Member is totally unable to perform any of her or his employment duties and responsibilities because of illness or disability and full Long-Term Disability benefits have been approved by the insurance carrier,

i) the Human Resources Department will notify the Eligible Member, her or his Dean (University Librarian in the case of a Librarian) and the Vice-President Academic and Provost; and

ii) the Eligible Member will be placed on leave without pay as long as the full Long-Term Disability benefits continue.

(b) The primary obligation of an Eligible Member who is approved for Long-Term Disability is to regain her or his health. An Eligible Member on Long-Term Disability is on leave without pay from the University and shall not engage in teaching, research, participate as a member of any University committees or perform other employment-related responsibilities.

(c) If Long-Term Disability is not approved by the insurance carrier, the Member must either return to work or, with the agreement of the University, the Member will be placed on leave without pay.

(d) When recommended by the insurance carrier, an Eligible Member who has partially regained her or his health is obliged in accordance with the Long-Term Disability contract with the insurance carrier to engage in a program of rehabilitation that may include partial resumption of employment duties and responsibilities.

51.11.4 Commencement of Long-Term Disability Benefits

Long-Term Disability benefits, if approved, commence six months from the date that the Eligible Member becomes ill or disabled as confirmed by the Member’s physician.

51.12 Illness or Disability While on Leave

51.12.1 Leave Without Salary, Political Leave, Special Leave Without Salary

If an Eligible Member becomes ill or disabled while on Leave Without Salary, Political Leave or Special Leave without salary, he or she is not entitled to have the leave cancelled. Where it appears that the Eligible Member’s illness or disability may be protracted and continue beyond the period of the leave, the Eligible Member must notify her or his Chair (Dean in the case of a non-departmentalized Faculty, and supervising Librarian or University Librarian in the case of a Librarian) to establish the date of the beginning of the illness or disability for the purpose of making an application for Long-Term Disability benefits, should such an application become necessary. If the six months specified in Article 51.11.3 has not expired by the end of the period of leave, the Member shall be placed on Sick Leave.

51.12.2 Study Leave, Administrative Leave

(a) If an Eligible Member becomes ill or disabled while on Study Leave, or Administrative Leave, and it appears that her or his illness or disability may continue either for the remainder of the period of the leave or a period of two months or more (in case of a leave of six months or less) or a period of three months or more (in case of a leave of more than six months) he or she may apply to the Dean of her or his Faculty
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(University Librarian in the case of a Librarian) with supporting medical documentation to cancel the remainder of the Leave and go on Sick Leave.

(b) Where an Eligible Member became ill or disabled while on a Study Leave or Administrative Leave and the remainder of the Leave was cancelled under paragraph (a) of this Article, the Eligible Member is entitled to a replacement Study Leave or Administrative Leave equal to the period of cancelled leave, provided that the Member can demonstrate that he or she has a viable project to pursue during the replacement Leave. The Member shall be entitled to a replacement Leave as soon as practicable after the Member has returned to work, at a time scheduled in consultation with the Member’s Chair (Dean in a non-departmentalized Faculty), supervising Librarian or the University Librarian, as appropriate. A Member may apply to his or her Chair (Dean in a non-departmentalized Faculty), supervising Librarian, or the University Librarian as appropriate, to have his or her replacement Leave added to his or her next regular Study Leave.

51.13 Sick Leave After Normal Retirement Date

51.13.1 Eligible Members who work past their Normal Retirement Date will be entitled to Sick Leave in accordance with the terms of Article 51.0, including the limitation that no period of Sick Leave may extend for more than six consecutive months, subject to the limitations set out herein.

51.13.2 Paid Sick Leavels longer than one week will be tracked and will be limited to a total of six months in any two adjacent Academic Years. This means that when a Member requires Sick Leave, the Member’s entitlement to paid Sick Leave in that Academic Year will be calculated by subtracting from six months the number of months’ or part months’ tracked Sick Leave taken in the immediately preceding Academic Year.

51.13.3 Where the Member has been on Long Term Disability in the year in which the Member reaches his or her Normal Retirement Date, any period of Long Term Disability in that year will be counted as tracked Sick Leave for the purposes of the calculation in Article 51.13.2.

51.13.4 Where a Member past his or her Normal Retirement Date has exhausted paid Sick Leave, the Member may take Leave Without Salary for up to two years.

51.14 Return To Work

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

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
52.0 ACCOMMODATION

52.1 Principles

The University has a legal duty to provide accommodation to Members with regard to matters that are governed by the British Columbia Human Rights Code unless it would cause undue hardship to the University to do so. This Article will be interpreted in accordance with the principles set out in Policy HR6115 (Policy on Employment Accommodation) #1110 (Policy Statement on Employment Accommodation) and in Article 51.0, with the understanding that accommodations requires the cooperation of the Member and the University in working together to achieve a reasonable outcome. The accommodation process shall take into account both (a) the experience that Members with a disability, including chronic illness and conditions that fluctuate in severity, have regarding the specific forms of support that will allow them to best perform their duties and (b) relevant expertise, including medical expertise and expertise regarding workplace accommodation, in jointly determining appropriate accommodation. Members shall be consulted in all decisions regarding their need for accommodation.

52.2 Initial Procedures

52.2.1 A Member who needs accommodation as defined in Policy #1110 should first discuss her or his needs with the Chair of the Department, Dean (in the case of non-departmentalized Faculties), supervising Librarian or University Librarian, as appropriate.

52.2.2 All parties involved in planning for an accommodation must consult with the appropriate office within Human Resources and are encouraged to consult the Equity and Human Rights Office for advice and guidance.

52.2.3 An accommodation plan should spell out the specific accommodations required. The plan should make reference to any relevant sections of the Standard for the Distribution of Duties and Responsibilities of the Unit. An accommodation plan should be worked out on a timely basis.

52.2.4 The Member has the responsibility to provide reasonable documentation to verify the need for accommodation and to assist the Chair of the Department, Dean (in the case of non-departmentalized Faculties), supervising Librarian or University Librarian, as appropriate, in identifying the accommodation needed. Reasonable documentation will normally be provided by an appropriate medical practitioner and, when necessary, by a medical expert in the field.

52.3 Accommodations Requiring Modification of Terms and Conditions of Employment

52.3.1 Where the accommodation will represent a departure from the Unit’s Standard for the Distribution of Duties and Responsibilities, the Faculty Evaluation Policy, or the Libraries Evaluation Policy, the accommodation must be approved by the Dean of the Faculty or the University Librarian, as appropriate.

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

52.4 Funds to Support Accommodation

The duty to accommodate is a legal duty that falls upon the University as the Member’s employer. Financial support to cover the costs of an accommodation that has been agreed to by the University under the provisions of Article 52.0 shall be provided by the University. Members shall not be denied accommodation on the grounds that funds are not available from within the existing budget of their Unit.

52.5 Record and Report of Accommodations

52.5.1 Where a plan for accommodation of a Member has been agreed to by the Member and the Member’s Chair, Dean, supervising Librarian or the University Librarian, as appropriate, Human Resources will maintain a record of the accommodation plan and will send written notification of all accommodation plans to the Equity Office with all identifying personal information removed.
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52.5.2 All personal information regarding a Member and the Member’s accommodation plan will be treated in accordance with the University’s obligations under the Freedom of Information and Protection of Privacy Act and in accordance with the University’s Privacy Policy (GVO235).

52.5.3 The accommodation plan and any supporting documentation will be included in the Personnel File of the Member and is confidential as provided in Article 41.6 of the Framework Agreement. If an accommodation granted represents a departure from the Unit’s Standard of Duties and Responsibilities, the Faculty Evaluation Policy, the Libraries Evaluation Policy, or the Framework Agreement, a statement of the accommodation granted will also be included in the Official Performance File of the Member. This statement will not include any reference to the nature of the disability or any supporting documentation, but is only for the purpose of notifying persons evaluating the Member’s performance that the accommodation has been made and that it will need to be taken into account in the evaluation process.

52.6 Disagreement

52.6.1 Where a Member and the Member’s Chair (Dean in non-departmentalized Faculties or supervising Librarian) cannot agree to an accommodation plan, the disagreement will be referred to the Dean of the Faculty (Vice-President Academic in non-departmentalized Faculties or the University Librarian, as appropriate). During any period of appeal, the University and the Member will continue to attempt to implement appropriate accommodation and to reach agreement. If agreement still is not reached between the Member and the Dean or University Librarian, the matter will be referred to the Vice-President Academic and Provost. These referrals will occur on a timely basis and all parties will act with dispatch in attempting to agree on a plan.

52.6.2 Where no accommodation plan has been agreed to after discussion with the Vice-President Academic and Provost, the Vice-President Academic and Provost will consult the President of the Faculty Association or her or his designate to discuss whether the services of an independent consultant would assist in formulating a plan.

52.6.3 If the Vice-President Academic and Provost agrees that the matter should be referred to an independent consultant, the Vice-President Academic and Provost and the President of the Faculty Association will select the independent consultant by agreement. The independent consultant will as far as possible be a person with expert knowledge about functional limitations similar to those of the Member and workplace accommodations for persons with such limitations. The independent consultant will be asked to provide advice to the Vice-President Academic and Provost and the President of the Faculty Association as to one or both of the following:

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

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

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

52.6.5 The independent consultant will be paid by the University.

52.6.6 If the Vice-President Academic and Provost determines that the matter should not be referred to an outside consultant, or if an agreement on accommodation still cannot be reached after considering the advice of the independent consultant, the Vice-President Academic and Provost may decide that the accommodation will not be granted or will be granted only subject to certain conditions. Her or his decision may be grieved by the Faculty Association and may be referred by the Association to arbitration within fifteen working days following notification of this decision. Arbitration shall proceed in accordance with the provisions of Article 60.0 of this Agreement.
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June 29, 2012

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
57.0 DUTIES AND RESPONSIBILITIES

Within each Department, School, non-departmentalized Faculty, and the University Libraries, the duties and responsibilities of Members shall be equitably distributed to achieve the academic objectives and mandate of the unit.

57.1 Scope of Duties and Responsibilities

57.1.1 The duties and responsibilities of tenured, tenure-track, Artists-in-Residence and Limited Term Faculty Members include:

(a) teaching duties and responsibilities as described in each Academic Unit’s Standard for Distribution of Duties and Responsibilities developed under Article 57.2 (hereinafter called the “Standard”); 
(b) scholarship, research, and professional activities;
(c) academic duties and responsibilities described in the Academic Unit’s Standard;
(d) administrative duties and responsibilities as described in the Academic Unit’s Standard.

57.1.2 The duties and responsibilities of Senior Instructors, Assistant Teaching Professors include:

(a) teaching duties and responsibilities as described in the Academic Unit’s Standard;
(b) academic duties and responsibilities as described in the Academic Unit’s Standard;
(c) administrative duties and responsibilities as described in the Academic Unit’s Standard.

57.1.3 The duties and responsibilities of Librarians include:

(a) organizing, managing and facilitating access to information;
(b) providing reference, consulting and teaching services to students, Members and persons with University library privileges;
(c) developing and maintaining the Libraries’ collections and information systems;
(d) managing human and financial resources and contributing to library administration;
(e) scholarly and professional activities; and
(f) University service.

57.2 Standards for Faculty Members in Academic Units

57.2.1 Each Department, School and non-departmentalized Faculty (hereafter referred to as a “unit”) must have a written Standard for the Distribution of Duties and Responsibilities of Faculty Members referred to in Article 57.1, and must review the Standard, and amend it as required, within six months of every renewal of this Agreement to ensure that that the academic objectives and mandate of the unit are achieved.

57.2.2 The Standard will describe the norm for Faculty Members holding each of the following types of appointments:

(a) tenured;
(b) tenure-track;
(c) Senior Instructors, Assistant Teaching Professors;
(d) Artists in Residence; and
(e) Limited Term.

57.2.3 The Standard may incorporate or refer to the Evaluation Policy of the Faculty that is developed under Article 74.3.5.1.

57.2.4 Each unit will establish its own procedures for preparing and revising its Standard. The Standard and any revision must be recommended by a majority of the Faculty Members in the unit after which it is to be forwarded to the Dean for approval.

57.2.5 The Standard must address such matters as:
   (a) the number of course units normally taught by a Faculty Member in the unit;
   (b) the normal duties and responsibilities for a Faculty Member’s involvement in the laboratories or other components associated with courses; and
   (c) the normal administrative and academic duties and responsibilities that are either assigned to a Faculty Member in the unit or to which a Faculty Member is elected by members of the unit.

57.2.6 Should the Dean find that a unit’s Standard will not enable the unit to meet its academic objectives and mandate the Dean shall refer it back to the unit for revision, together with written reasons.

57.2.7 Once a unit’s Standard has been approved by the Dean, it will normally only be revised in the event of a substantive, non-transient change to the overall academic objectives and mandate of the unit.

57.3 Standard for Librarians

57.3.1 The University Libraries must have a written Standard for the Distribution of Duties and Responsibilities by Librarians that is referred to in Article 57.1.3 (hereafter called the “Standard for Librarians”), and must review the Standard for Librarians, and amend it as required, within six months of every renewal of this Agreement, to ensure that the University Libraries’ service objectives and mandate are achieved.

57.3.2 The Standard for Librarians may incorporate or refer to the Evaluation Policy for Librarians that is developed under Article 74.3.5.2.

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

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

57.3.5 Should the University Librarian find the Standard for Librarians will not enable the University Libraries to meet their service obligations, she or he shall refer it back to the Librarians for revision with written reasons.

57.3.6 Once the Standard for Librarians has been approved by the University Librarian, it will normally only be revised in the event of a substantive, non-transient change to the overall objectives and mandate of the University Libraries.
57.4 Assignment of Teaching, Academic and Administrative Duties and Responsibilities Among Faculty Members

57.4.1 The Chair of a Department (Dean in the case of non-departmentalized Faculty) has the responsibility for assigning the duties and responsibilities specified in Article 57.1.1 (other than scholarship and research) and Article 57.1.2. A Chair (or Dean, as appropriate) shall seek to make an equitable distribution of the unit’s duties and responsibilities among Faculty Members of the unit with consideration of each Faculty Member with respect to:

(a) the academic objectives and mandate of the academic unit;
(b) the Standards of the unit determined under Article 57.2;
(c) the duties and responsibilities assigned to a Faculty Member in previous years;
(d) a Faculty Member’s administrative and other contributions outside the Faculty Member’s unit;
(e) a Faculty Member’s program of research and scholarship;
(f) other relevant factors, such as preparation of new courses, the level and type of courses, the location of courses (on or off campus);
(g) the legal duty and/or need to accommodate on compassionate grounds; and
(h) the responsibilities of the academic unit to contribute to the University community.

57.4.2 A Faculty Member’s assigned duties and responsibilities under this Article shall be determined by the Chair (Dean in the case of a non-departmentalized faculty) after consultation with the Faculty Member.

57.4.3 (a) During each 12-month period (except when on leave) a tenured, tenure track or limited term Faculty Member will have one four month period (the “research term”) within which to devote herself or himself primarily to research and scholarship and to take his or her annual vacation.

(b) During the research term the Chair of a Department (Dean in the case of a non-departmentalized Faculty) normally shall not assign the teaching of any course to the Faculty Member except in special circumstances and with the agreement of the Faculty Member.

(c) During the research term the Chair of a Department (Dean in the case of a non-departmentalized Faculty) normally shall not assign administrative duties to the Faculty Member except with the agreement of the Faculty Member or where due to academic or administrative requirements of the unit the administrative duties must be performed during that term.

57.4.4 (a) The Chair, Director or Dean, as appropriate, will notify Faculty Members of the proposed teaching assignments across the unit at least four months in advance of the commencement of such assignments.

(b) Faculty Members and the Chair, Director or Dean will use their best efforts to resolve any concerns regarding the proposed teaching assignments.

(c) The Chair or Dean, as appropriate, normally will notify Faculty Members of the finalized teaching assignments across the unit at least three months in advance of the commencement of such assignments.

57.4.5 After the courses to be taught have been assigned to a Faculty Member, alterations to teaching assignments shall be made only in unusual or unanticipated circumstances and, where possible, in consultation with the Faculty Member.

57.4.6 Teaching courses above the standard for the unit on an extra-to-load basis is limited to extraordinary circumstances or where there is a crucial need. Where the University requests a Faculty Member to teach a course
on an extra-to-load basis, the Faculty Member may accept the extra-to-load teaching assignment, but is not compelled to do so. Where, with the approval of the Chair of the Faculty Member’s Department and Dean of the Faculty Member’s Faculty, a Faculty Member accepts an extra-to-load teaching assignment, the Faculty Member is paid at the extra-to-load rate. The acceptance of extra-to-load teaching assignments shall not reduce his or her obligation to fulfill assigned duties and responsibilities or scholarship and research responsibilities.

57.4.7 The Chair (Dean in the case of a non-departmentalized faculty) shall assign academic and administrative duties and responsibilities to Faculty Members, as needs arise, after consultation with the Faculty Member and with due regard to the equitable assignment of duties and responsibilities and to the factors identified in Article 57.4.1.

57.4.8 The assigned duties and responsibilities for part-time Faculty Members in an academic unit shall be in accordance with the FTE-value of the appointment.

57.4.9 The Standard for Faculty Members establishes a norm across the unit. The ratio of research and assigned teaching, academic and administrative duties and responsibilities may vary from the Standard from time to time provided that over time the aggregate contribution of each Faculty Member in a unit with regard to teaching, scholarship, professional activities, academic and administrative duties and responsibilities referred to in Article 57.1.1 is balanced and equitable.

57.5 Assignment of Duties and Responsibilities Among Librarians

57.5.1 The duties and responsibilities of a Librarian specified in Article 57.1.3 shall be assigned by the Librarian’s supervising Librarian or the person to whom the Librarian reports after consultation with the Librarian. The assignment shall be based on:

(a) the service obligations of the University Libraries to the University;
(b) the Standard for Librarians as determined under Article 57.3;
(c) the Librarian’s position description;
(d) the Librarian’s University service;
(e) other relevant factors, such as special projects of limited duration assigned by the supervisor or University Librarian; and
(f) the legal duty and/or need to accommodate on compassionate grounds.

57.5.2 The Standard for Librarians establishes a norm across the Libraries. The ratio of various assigned duties and responsibilities may vary from the Standard from time to time provided that over time the aggregate contribution of each Librarian with regard to duties and responsibilities referred to in Article 57.1.3 is equitable.

57.5.3 Using the criteria in Article 57.5.1 (a)-(f), the University Librarian shall review the assignment of duties and responsibilities among Librarians and has the responsibility of ensuring that duties and responsibilities are distributed equitably among Librarians.

57.5.4 A Librarian and her or his supervising Librarian or the University Librarian, as appropriate, shall meet to discuss the assignment of the Librarian’s duties and responsibilities at least once each year and shall use their best efforts to resolve any concerns regarding the assigned duties and responsibilities.

57.5.5 The assigned duties and responsibilities for part time Librarians shall be in accordance with the FTE-value of the appointment.
57.5.6 When duties become available, and are 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 duties and responsibilities, and the proposed period of time for the assignment.

57.5.7 When the period of time is proposed to be for at least one year, the University Librarian will indicate whether, with reference to Article 57.5.9, the duties involve substantial responsibilities, or not.

57.5.8 With reference to Article 57.5.9 the members of the AAC will determine whether they agree with the University Librarian’s determination regarding the substantial (or not substantial) nature of the proposed assignment of duties and responsibilities. If the AAC and the University Librarian do not agree on whether the responsibilities are substantial or not, the AAC and the University Librarian will meet to discuss the issue and come to consensus.

57.5.9 In assessing whether duties to be assigned involve “substantial responsibilities” under Articles 57.5.7 and 57.5.8, consideration shall be given to the following:
   a. Scope of areas of duties assigned to a Librarian;
   b. Impact of the duties on the organization;
   c. Change(s) in the reporting relationship(s); and
   d. Significant additions to existing duties.

57.5.103 When duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of at least one year, and the University Librarian and the AAC have agreed that the duties involve substantial responsibilities, shall advise the regular members of the AAC. The AAC shall advise all Librarians of the assignment, and circulate the written description. A search will be conducted, and the provisions of Article 12.0 shall apply, except for the requirement to advertise. In accordance with Article 12.6.3, the AAC may limit advertising of the position to the University Campus.

57.5.114 When duties involving substantial responsibilities become available and are to be assigned to a Librarian for a period of less than one year, or the proposed assignment is determined by the University Librarian and the AAC to be not substantial, as delineated in Article 57.5.9 below, the University Librarian shall advise the regular members of the AAC. The AAC shall advise all Librarians of the assignment, that the University Librarian is proposing the assignment of a new duty or the reassignment of a duty. Librarians shall have the opportunity to self-nominate for the new assignment by submitting a one-page expression of interest directly to the University Librarian, outlining their interest in the assignment or reassignment. The University Librarian shall make the decision about the successful candidate and shall send an announcement to all Librarians.

57.5.12 Any change in the reporting relationship of an individual Librarian (where duties and responsibilities are not changed) is by agreement between the Librarian, the University Librarian, and the supervising Librarian(s) involved, and, as such, is not subject to Article 57.5.10 or Article 57.5.11.

57.5.13 The requirement to consult shall not apply when a change to the duties is a requirement of law or is a result of the application of the provisions of this Agreement (other than Articles 12.1 and 57.5).

57.5.14 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, or by law.
57.5.95 The requirement to consult shall not apply when a change to the duties is a requirement of law or is a result of the application of the provisions of this Agreement (other than Articles 12.4 and 57.5).

57.5.106 In assessing whether duties to be assigned involve "substantial responsibilities" under Articles 57.5.3 and 57.5.4. Consideration shall be given to the following:

- Scope of areas of duties assigned to a Librarian;
- Impact of the position duties on the organization;
- Change(s) in the reporting relationship(s);
- Significant additions to existing duties;

57.5.11 The requirement to consult shall not apply when a change to the duties is a requirement of law or is a result of the application of the provisions of this agreement (other than Articles 12.4 and 57.5).

57.5.7 A Librarian and her or his supervising Librarian or the University Librarian, as appropriate, shall meet to discuss the assignment of the Librarian’s duties and responsibilities at least once each year and shall use their best efforts to resolve any concerns regarding the assigned duties and responsibilities.

57.5.8 The assigned duties and responsibilities for part-time Librarians shall be in accordance with the FTE value of the appointment.

57.5.9 The Standard for Librarians establishes a norm across the Libraries. The ratio of various assigned duties and responsibilities may vary from the Standard from time to time provided that over time the aggregate contribution of each Librarian with regard to duties and responsibilities referred to in Article 57.1.3 is equitable.

Dated: June 29, 2012

Kim Hart Wensley  
Chief Negotiator  
University of Victoria

Doug Baer  
Chief Negotiator  
University of Victoria Faculty Association
CONFIDENTIAL
University of Victoria and UVic Faculty Association
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59.0 DISCIPLINE

59.1 General

59.1.1 Progressive Discipline

The University supports the principle of progressive discipline and will make its best effort to:

(a) bring conduct, which could be the subject of disciplinary proceedings, to the attention of a Member in a manner that will assist the Member to correct her or his conduct; and

(b) provide a reasonable time for the Member to correct the conduct in question.

59.1.2 Personnel File and Official Performance File

59.1.2.1 Where a written record of non-disciplinary verbal discussion or any Letter of Counseling and Guidance exists, it must be placed in a Member's Personnel File held in the unit if it is to be referenced in formal disciplinary proceedings. Documentation referenced in a written record shall be placed in the Member's Personnel File held in the unit.

59.1.2.2 Any records of non-disciplinary verbal discussion and any Letter of Counseling and Guidance in a Member's Personnel File shall be removed, or are deemed to have been removed, six years from the date of the document, provided that the conduct has not been repeated.

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

59.1.2.4 A Member's Official Performance File must not contain material or documentation arising from the application of this Article but such material may be used for the purposes, and within the limits, set out in Article 59.1.3(b).

59.1.2.5 Transition

Where after the coming into effect of the amendments to this Article, a Chair, Dean, supervising Librarian (in the case of a Librarian) or the University Librarian has in her or his files any note of a meeting with a Member to discuss conduct, which could be the subject of disciplinary proceedings, or any Letter of Counseling and Guidance sent to the Member, the Chair, Dean, supervising Librarian (in the case of a Librarian) or the University Librarian may place that document in the Member's Personnel File held in the unit, provided that this action is taken within six months of the amendments taking effect, that a copy of the document together with a statement of the intention of the Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian to include the document in that file is sent to the Member, and provided that the note or Letter of Counseling and Guidance was created or sent within the last six years.

59.1.3 Disciplinary Processes and Evaluation of Members

(a) Disciplinary processes must be kept distinct from academic assessments such as those used in the processes of reappointment, tenure, removal of probationary status, promotion and evaluation for annual salary adjustments.

(b) The fact that a disciplinary action has been imposed under Article 59.5 cannot, in itself, be considered in the assessment of a Member with regard to reappointment, tenure, removal of probationary status, promotion and evaluation for annual salary adjustments. However, the Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian, may determine that the evidence that supported the imposition of the disciplinary action may be taken into account if:

i) the evidence is relevant to the criteria applicable to the assessment;

ii) the disciplinary action took place within the period for which the Member is being reviewed;
iii) in accordance with *Articles 19* and *25*, the Member is given written notice of the information that it is proposed be taken into account, with sufficient details to enable the Member to prepare a response; and
iv) the Member is given the opportunity to present evidence by way of response, rebuttal or mitigation before the final assessment is made.

(c) Where evidence is considered as provided for in *Article 59.1.3(b)*, the assessment made must include a written statement of the weight that such evidence was given in the assessment and the effect that it had on the outcome. A copy of this statement must be given to the Member.

(d) Where evidence is considered as provided for in *Article 59.1.3(b)*, that evidence must not form part of the Member’s Official Performance File.

**59.1.4 University to Provide Information**

The University, upon request, 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.

**59.2 Verbal Discussion**

59.2.1 Where an issue is raised with respect to a Member’s conduct, the first step will normally be a verbal discussion between the Member and the Member’s Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian, who shall keep a note of the fact that the discussion took place. Where the issue has not occurred in the context of the Member’s duties within the department, the Chair or supervising Librarian may request that the discussion be conducted by the Dean or the University Librarian. A record of the verbal discussion shall be entered in the Member’s Personnel File held in the unit, and a copy of the note, together with a written statement that these documents will be placed in the Personnel File, must be sent to the Member.

59.2.2 A verbal discussion, including the making and retention of a note of that discussion, under *Article 59.2.1* is not a disciplinary action and may not be made the subject of a grievance under this Agreement.

**59.3 Letter of Counseling and Guidance**

59.3.1 Where conduct of a Member continues after a verbal discussion under *Article 59.2.1*, the next step will normally be a Letter of Counseling and Guidance to the Member from the Member’s Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian that specifies actions the Member should take to correct the conduct.

59.3.2 A Letter of Counseling and Guidance issued under *Article 59.3.1* is not a disciplinary action and may not be made the subject of a grievance under this Agreement. A copy of the letter will be placed in the Member’s Personnel File held in the unit. The Chair, Dean, supervising Librarian (in the case of a Librarian) or University Librarian will notify the Member in writing that the letter will be placed in the Personnel File.

59.3.3 A Letter of Counseling and Guidance shall state that it is a step in progressive discipline and shall give the Member a reasonable time to correct the conduct described.

**59.4 Investigation Leading to a Decision**

59.4.1 Where the President, Vice-President Academic and Provost, or the Member’s Dean or the University Librarian (hereafter the “Administrator”) is satisfied that there are reasonable grounds to believe that a situation exists that may lead to disciplinary action against the Member, the University will undertake an investigation. An investigation conducted under this Article shall not constitute a disciplinary action and is not grievable under this Agreement.
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59.4.2 Any investigation shall normally be initiated within 20 working days of the date the University knew, or ought reasonably to have known, of an occurrence of the conduct or the event giving rise to potential disciplinary action. Where the investigation is not initiated within that time period, the University must give a written explanation for the delay to the Member and to the Association.

59.4.3 Where the University decides to initiate an investigation, the Administrator shall as soon as practicable, send a notice in writing to the Member, with a copy to the Association, identifying the nature of the conduct or event that is being investigated and informing the Member that disciplinary action is being considered. The Administrator may delay notifying the Member only if the Administrator has reasonable grounds to believe that disclosure of the investigation will produce a significant risk of harm to another person or that it will jeopardize the investigation; however, the Member and the Association will, in any event, be notified not later than five working days from the commencement of the investigation and will be provided with a written explanation of the reason for any delay in notification.

59.4.4 The notice shall request a meeting between the Administrator and the Member to discuss the matter and to give the Member the opportunity to respond to the allegations. This meeting will normally be held within two working days, and will not be held later than five working days of the Member’s receipt of the notice. The notice will specify the right of the Member to be accompanied to the meeting by a representative of the Association or other representative of her or his choice. The Administrator may have a representative of his or her choice attend the meeting.

59.4.5 The notice may contain notification to the Member from the President placing the Member on a mandatory leave with pay pending the outcome of the investigation where it appears to the President that the allegations are of gross misconduct or are such that the mental or physical health or safety of other members of the University community are at risk. This mandatory leave is not disciplinary and is not grievable under this Agreement. The maximum period of this mandatory leave is 20 working days. The notice must state the date on which the leave commences and on which it will end and provide an explanation of the reasons for the mandatory leave with pay.

59.4.6 The intent of the meeting or meetings under this Article is to facilitate a full disclosure by both the University and the Member so that the matter can be dealt with at the earliest stage possible and so that the matter can, if possible, be resolved.

59.4.7 After the meeting or meetings with the Member and after such further discussions as the Administrator considers necessary, and normally within 60 working days after the investigation was initiated, the Administrator shall determine within five working days from the date of the last meeting with the Member what disciplinary action in accordance with Article 59.5.2, if any, is warranted and shall send to the Member a notice in writing, with a copy to the Association, of her or his decision. The Administrator shall also send to the Member a copy of any report or reports arising from the investigatory process, unless prohibited by law.

59.4.8 If the Administrator notifies the Member that in her or his opinion disciplinary action is warranted, the Member may require a final meeting with the Administrator to respond to the decision. Notice of this meeting, with a copy to the Association, must be received within two working days from the Member’s receipt of the notice imposing or recommending discipline. The Member must be accompanied to this meeting by a representative of the Association, and may also be accompanied by another Member or by legal counsel, or by another representative of the Member’s choice. The Administrator is entitled to have a representative of her or his choice attend the meeting.

59.4.9 Where following an investigation the University concludes that a Member’s conduct under investigation is the result of the dependence on the use of alcohol or chemical substances, the University may recommend that the Member participate in an established treatment program.
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59.5 Disciplinary Action

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

(a) disciplinary action shall be commensurate with the nature of the Member’s conduct and must only follow after an investigation under Article 59.4;

(b) in any meeting attended by a Member who is subject to the provisions of this Article, the Member must may be accompanied by another Member, by a representative of the Association, and may also be accompanied by another Member or by legal counsel;

(c) the processes regarding disciplinary action included in this Article shall be kept distinct from academic assessments such as those used for purposes of reappointment, tenure, removal of probationary status, promotion, or evaluation for annual salary adjustments;

(d) physical illness or disability, or mental illness shall not be cause for disciplinary action where:

i) a Member has been granted accommodation for the duties he or she cannot carry out; or

ii) a Member has been approved for Sick Leave and/or Long Term Disability in accordance with Article 51.

59.5.2 Types of Disciplinary Action

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

(a) issue a written Letter of Reprimand;

(b) recommend to the President that the Member be suspended with or without pay for a specified period or until the occurrence of a specified event; or

(c) recommend to the President that the Member be dismissed.

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

59.5.2.2 All types of disciplinary action are grievable by the Association and may be sent to arbitration under Article 66. A grievance relating to a recommendation for dismissal for just cause or for suspension by the President may be grieved but the grievance shall be sent directly to arbitration. In the event that a grievance is to be sent directly to arbitration, the Association and the Administration will meet on at least one occasion to attempt to resolve the issue after the Association has decided to grieve the action.

59.5.2.3 Where a Member receives a notice imposing or recommending discipline pursuant to Article 59.4.7 which the Member wishes to dispute, the Member must notify the Association of a potential grievance within 10 working days of receipt of the notice. A grievance on a matter arising out of the discipline must be submitted by the Association within 45 working days of the Member’s notification.

59.5.2.4 Letter of Reprimand
A Letter of Reprimand must be clearly identified as a disciplinary measure and must contain a clear statement of the reasons for issuing the reprimand and a statement of the actions that the Member should take to correct the conduct. The Letter of Reprimand will be placed in the Member’s Personnel File held in the unit, with a copy placed in the Member’s Personnel File held in Human Resources.
59.5.2.5 Suspension

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

(a) A suspension takes effect immediately upon the decision of the President to suspend.

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

i) delivering the notice to the Member personally, or

ii) delivering the notice to the Member by courier or by receipted registered mail addressed to the Member’s last known address.

At the same time the University shall send a copy of the Member’s notice of suspension to the Association.

(c) If a suspension without pay is referred to arbitration, the Member shall continue to receive salary and be eligible for benefits until the arbitration is decided. If the Arbitrator upholds the suspension, the period of suspension without pay shall commence effective on the date of the Arbitrator’s decision.

59.5.2.6 Dismissal for Just Cause

(a) Dismissal for just cause occurs when an appointment or employment of a Member is terminated without the Member’s consent prior to the Member’s retirement. Layoff under Article 76 or Article 77 shall not constitute dismissal for cause. Non-renewal of definite term or probationary appointments and denial of tenure do not constitute dismissal for cause.

(b) Just cause for dismissal includes:

i) with regard to assigned teaching, library service, academic or administrative duties or responsibilities:

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

2) serious and willful misconduct in the performance of assigned duties and responsibilities; or

3) gross incompetence in the performance of assigned duties and responsibilities; or

4) continued inability to perform assigned duties and responsibilities for non-culpable reasons that cannot be remedied in the circumstances of the case through accommodation to the point of undue hardship (where accommodation is legally required) and in which long-term disability is unavailable or the Member has refused to make application for it;

ii) with regard to scholarship and research, a Committee of Inquiry established under the Policy on Scholarly Integrity makes a finding of serious misconduct and recommends dismissal;

iii) with regard to conduct not connected with assigned duties and responsibilities:

1) a serious breach of the criminal law resulting in a conviction for an indictable offence, or

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

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

(c) Where the Administrator is satisfied that there is just cause to justify a recommendation to the Board of Governors that the Member be dismissed, the President shall send a Notice of Intention to Recommend Dismissal to the Member. Before proceeding with dismissal, the President will normally
provide the Member with a period of five working days within which to tender a written resignation before the President proceeds with dismissal.

(d) Where the just cause for dismissal is gross incompetence in the performance of assigned duties and responsibilities, or persistent refusal or neglect to perform assigned duties and responsibilities without reasonable justification, the President shall not initiate the dismissal of a Member in accordance with Article 59.5.2.6 until after a Letter of Reprimand has been issued to the Member and:

i) in the case of a Faculty Member, a period has elapsed that is the greater of 16 weeks or period extending to the end of the next teaching term following the issuance of the Letter of Reprimand that the Member has taught or was scheduled to teach; and

ii) in the case of a Librarian, a period of 16 weeks has elapsed.

(e) If the Association refers a recommendation to dismiss to arbitration, the Member shall continue to receive salary and be eligible for benefits until the Arbitrator submits the Arbitrated Award to the Parties, and any continuation or cessation of salary and benefits shall be in accordance with the Arbitrated Award, but, in any event, the continuation of salary and benefits shall not continue for a period longer than one year from the date of the President’s Notice of Intention to Recommend Dismissal.

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
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University of Victoria Faculty Association
CONFIDENTIAL
University of Victoria and UVic Faculty Association
2012 Framework Agreement Negotiations

University Proposal 10, part 4
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June 29, 2012

62.0 INTELLECTUAL PROPERTY AND SCHOLARLY INTEGRITY

62.1 The Policy on Intellectual Property that was approved by the Association at a Special Meeting held on November 21, 2000 and Board of Governors of the University on November 27, 2000 (hereinafter called the “IP Policy”) is appended to this Agreement as Appendix “D” and forms part of this Agreement. Notwithstanding the application provision in the IP Policy, it applies to all Members covered by the Framework Agreement. In so far as the IP Policy applies to Members, the Policy will not be amended except by the mutual agreement of the Parties.

62.2 The principles and expectations regarding scholarly integrity and procedures for the review of and inquiry into allegations of scholarly misconduct are appended to this Agreement document as Appendix “XX”, form part of this Agreement and will not be amended except by mutual agreement of the Parties.

APPENDIX “XX”
SCHOLARLY INTEGRITY

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

2 Definitions
For the purposes of this Appendix:

2.1 Complaint means a written allegation of misconduct in a scholarly activity that complies with the requirements of Paragraph 6.1 that has been forwarded to the Dean.

2.2 Days means calendar days unless otherwise stated.

2.3 Dean means University Librarian if the Respondent is a Librarian.

2.43 Inquiry means the process described in Section 8.

2.54 Respondent means a person in respect of whom an allegation of misconduct in a scholarly activity has been made.

2.65 Review means the process described in Section 7.

2.76 Reviewer means a person appointed to conduct the review described in Section 7.
2.87 Scholarly Activity includes all activities by Members that is appropriate for inclusion in a curriculum vitae as scholarship, research (including graduate student supervision), or other creative activity.

2.98 Tri-Agency means the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities Research Council (SSHRC).

3 Scholarly Integrity

3.1 Members engaged in scholarly activity shall exhibit intellectual honesty and integrity in all their scholarly activities.

3.2 Members engaged in scholarly activity shall be sensitive to the objectives of scholarship that include:

(a) the pursuit of knowledge and understanding;
(b) the communication and application of knowledge within the University and the broader community;
(c) the communication to students of the specialized skills and knowledge of the academic discipline in which the research is conducted;
(d) the improvement of the quality of instruction.

3.3 Members are also responsible for scholarly rigour and integrity in teaching including evaluating the work of students in a fair manner.

3.4 Members shall strive to follow best practices honestly, accountably, openly and fairly in their research, scholarship and creative endeavours, and in the dissemination of knowledge. At a minimum, Members are responsible for the following:

(a) Using a high level of rigour in proposing and performing research; in recording, analyzing, and interpreting data; and in reporting and publishing data, findings and results.
(b) Keeping complete and accurate records of data, methodologies and findings, including graphs and images, in accordance with the applicable funding agreement, institutional policies and/or laws, regulations, and professional or disciplinary standards in a manner that will allow verification or replication of the work by others.
(c) Referencing and, where applicable, obtaining permission for the use of all published and unpublished work, including data, source material, methodologies, findings, graphs and images.
(d) Including as authors, with their consent, all those and only those who have materially or conceptually contributed to, and share responsibility for, the contents
of the publication or document, in a manner consistent with their respective contributions, and authorship policies of relevant publications.

(e) Acknowledging, in addition to authors, all contributors and contributions to research, including writers, funders and sponsors.

(f) Appropriately managing any real, potential or perceived conflict of interest in accordance with Article 69 of the Framework Agreement.

3.5 Because Members have to be free to engage in scholarly activity, they shall not enter into any agreement that infringes on that freedom or that compromises their scholarly integrity.

4 SCHOLARLY MISCONDUCT

4.1 Scholarly misconduct includes:

(a) plagiarism;

(b) fabrication or falsification of research data;

(c) opposing the publication of the work of another scholar or criticizing a research grant application for the purposes of benefiting oneself directly or indirectly;

(d) failure to comply with the University's policies with respect to research;

(e) failure to comply with the University's policies on conflict of interest and intellectual property;

(f) financial misconduct or fraud in the administration or use of research accounts;

(g) failure to give appropriate recognition to those who have made an intellectual contribution to the contents of the publication, and only those people;

(h) using unpublished work of other scholars and researchers without permission and without due acknowledgment;

(i) claiming or implying redundant publications to be original work, where “redundant publications” are, as defined in the Tri-Agency Framework on Responsible Conduct of Research, “the re-publication of one's own previously published work or part thereof, or data, in the same or another language, without adequate acknowledgment of the source, or justification”;

(j) failure to maintain guarantees of confidentiality to research subjects;

(k) using research funds in a manner that is not in accordance with the terms and conditions under which those funds were received;
(l) providing deliberately or carelessly negligently incomplete, inaccurate or false information in a grant or award application or related document, such as a letter of support or a progress report;

(m) failing to meet funding agency policy requirements, or to comply with relevant policies, laws or regulations, for the conduct of research; or failing to obtain appropriate approvals, permits or certifications.

4.2 Scholarly misconduct shall not include any matter involving only an honest difference of opinion or an honest error of judgment.

4.3 Serious scholarly misconduct means misconduct judged to be deliberate or reckless, going beyond negligence, and of sufficient gravity to justify initiation of dismissal proceedings.

5 DATA AND MATERIAL PRODUCTS

5.1 Members are required to retain all original data and material products related to scholarly activity for a reasonable period which shall normally be at least seven years unless the terms of a grant or contract supporting the scholarly activity or applicable regulatory requirements including ethics approval stipulations require destruction of the data at an earlier time.

5.2 In the event that an allegation of misconduct proceeds to a review, a Member shall co-operate in providing access to data and material products to the Reviewer and a subsequent Committee of Inquiry within the limitations of relevant disciplinary ethical concerns, restrictions imposed by agreements under which data were collected, or by law.

6 ALLEGATIONS

6.1 An allegation of scholarly misconduct must be in writing and shall contain sufficient detail to enable the Respondent to understand the matter. In particular, it must include a precise statement of the alleged scholarly misconduct and be supported by all available documentation and refer to any evidence that may support the allegation. The person making the allegation must identify herself or himself. Anonymous allegations will not be investigated.

6.2 Anyone who makes an allegation of scholarly misconduct should recognize the seriousness of making such an allegation. Where an allegation made by a University employee or student is found to be trivial, vexatious or frivolous, the University will take disciplinary action within existing policies and procedures against the individual who made the allegation.

6.3 A Complaint containing allegations of scholarly misconduct shall be forwarded to the Dean of the unit in which the Respondent holds an appointment.

6.4 Where the Respondent holds appointments in more than one Faculty, the Complaint may be forwarded to the Dean of any Faculty in which the Respondent holds an appointment. If
the Complainant is a graduate student, the Complaint shall also be forwarded to the Dean of Graduate Studies. Upon the receipt of a Complaint, the Deans shall determine which Dean is the most appropriate Dean to ensure the procedures of this Policy are followed.

6.5 Where there is more than one Respondent and not all are from the same unit, the Deans in question shall agree which Dean shall be responsible for ensuring that these procedures are followed appropriately with such variations as are necessary.

6.6 On receipt of an allegation of scholarly misconduct, the Dean shall determine whether the allegations fall within the definition of scholarly misconduct in Section 4 and the form of the Complaint complies with Paragraph 6.1 of this Policy. Where the Complaint does not fall within the definition of scholarly misconduct in Section 4 or does not comply with Paragraph 6.1 of this Policy or, in the opinion of the Dean, the allegation is trivial, frivolous or vexatious, the Dean shall notify the Complainant as soon as possible.

6.7 If the Dean determines that a Complaint falls within the definition of scholarly misconduct in Section 4, complies with Paragraph 6.1 and is not trivial, frivolous or vexatious, and the allegation alleges misconduct in research, the Dean shall notify the Vice-President Research of the allegation. In the case of an allegation of misconduct involving Tri-Agency funding that may involve significant financial, health and safety, or other risks, the Vice-President Research shall, subject to any applicable laws, including privacy laws, forward a copy of the allegation to the Tri-Agency Secretariat on Responsible Conduct of Research.

7 REVIEWS

7.1 Where a Complaint falls within the definition of scholarly misconduct in Section 4 and the form of the Complaint complies with Article Paragraph 6.1, the Dean shall:

(a) immediately notify the Respondent that a Complaint has been received and send a copy of the Complaint and any documentation provided with the Complaint to the Complainant;

(b) not later than ten working days after receiving a Complaint, appoint a Reviewer who shall be a senior faculty or academic staff member in a unit other than that (those) of the Respondent(s) and Complainant(s) to conduct a Review. Where the Faculty is not divided into units, the Dean shall appoint a senior faculty or academic staff member from another Faculty. The purpose of the Review is to determine whether the Complaint warrants an Inquiry.

(c) advise the Respondent and Complainant of the name of the person appointed to conduct the Review.

7.2 Any objection to the person appointed to conduct the Review shall be made to the Dean within seven days. The only grounds for objection are alleged bias or conflict of interest. The Dean’s disposition of any such objection shall be final.
7.3 The Reviewer shall proceed informally and in complete confidentiality. The Respondent shall be invited to make a written submission that responds to the Complaint and to submit any documents that may be relevant to the Complaint. Prior to submitting her or his Report, the Reviewer may request the Complainant and the Respondent to comment on all or portions of a draft report.

7.4 Within thirty days of being appointed, the Reviewer shall report in writing to the Dean, with copies to the Respondent, the Complainant, and the Vice-President Academic.

7.4.1 A Report may conclude that the Complaint does not warrant an Inquiry only on one or more of the following grounds:

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

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

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

8 INQUIRIES

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

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

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

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

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

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

(a) to determine in accordance with Article Paragraph 8.11 (a) and (b) whether the Respondent has committed misconduct in relation to a scholarly activity; and

(b) to make recommendations in accordance with either Article Paragraph 8.13 or Article Paragraph 8.14.

8.6 The Committee of Inquiry has the right to see any relevant documents in the possession of the University or a Member subject to the limitations specified in Paragraph 5.2, to call witnesses, and to request written submissions. It may seek impartial expert opinions to ensure that its work is thorough and informed. It acts as a quasi-judicial body, and therefore its activities are privileged under the Freedom of Information and Protection of Privacy legislation.

8.7 The Committee of Inquiry shall either hold a hearing on the matter or (with the consent of the Respondent) conduct its Inquiry solely on the basis of written submissions. In either case, when determining its procedures, the Committee shall ensure that the rules of natural justice and administrative fairness are observed.

8.8 The Committee of Inquiry shall invite the Respondent to make a submission in writing prior to its seeking or obtaining any further information or submissions. All documentation submitted to the Committee shall be made available to the Respondent. The Respondent shall be given the opportunity to respond fully to the evidence presented in writing. Ethical or research guidelines of a professional organization of which the Respondent is a member and which are applicable to the subject matter of the Complaint are admissible as evidence before the Committee of Inquiry and may be considered by the Committee in making any decision or recommendation.

8.9 In the case of a hearing, the Respondent may be accompanied by an advisor if the Respondent so desires. The Respondent shall have the opportunity to question witnesses presented to the Committee of Inquiry and the opportunity to call witnesses on behalf of the Respondent.
8.10 Within sixty days of being appointed, the Committee of Inquiry shall complete its Inquiry and shall report in writing its decision with reasons to the Vice-President Academic. The Committee's Report is considered a private, not a public, document.

8.11 The Committee of inquiry shall determine whether clear, cogent and convincing proof establishes a preponderance of evidence that:

(a) the Respondent has committed misconduct in a scholarly activity; and

(b) where the Committee finds misconduct, whether the misconduct constitutes serious misconduct as defined in this Policy.

8.12 The Committee's finding under Paragraph 8.11 shall be final.

8.13 Where the Committee of Inquiry finds either misconduct or serious misconduct in a scholarly activity, the Committee shall make recommendations with respect to any appropriate disciplinary action that should be instituted against the Respondent.

8.14 Where the Committee of Inquiry finds that there has not been any misconduct in a scholarly activity that is the subject of the Complaint, the Committee shall make recommendations with respect to:

(a) steps that should be taken by the person who made the initial allegation of misconduct; and

(b) steps that could be taken by the University to help overcome any damage that the Respondent's reputation for scholarly integrity may have suffered by virtue of the Complaint.

8.15 The Vice-President Academic shall immediately provide copies of the Report to the Respondent, the Complainant and the Dean and, as appropriate, shall promptly:

(a) advise the Respondent and the Dean that the Complaint is dismissed;

(b) advise the Respondent and the Dean that the Complaint is substantiated as misconduct, which can appropriately be dealt with by the Dean;

(c) advise the Respondent and the Dean that the Complaint is substantiated as serious misconduct in scholarly activity and refer the matter as outlined in Article 59 for appropriate disciplinary action.

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

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

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

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

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

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
64.0 **OFFICE SPACE AND SERVICES FOR THE ASSOCIATION**

64.1 The University will provide the Association with suitable, rent-free office space that is not less than the current area in square metres occupied by the Association.

64.2 The Association may use University services such as printing, audio-visual, and similar services, with the Association being charged at the internal user rate.

64.3 The Association may use the internal University mail delivery service for the purpose of communicating with Members without restriction and free of charge.

64.4 The University shall provide the Association, free of charge, access to meeting rooms on the University campus for Association business, in accordance with the normal booking procedures and regulations.

64.5 The Association may pay its staff through the University payroll system at the Association’s expense.

64.6 The University's telecommunication system may be used for communications between the Association and its Members. With regard to that communication, the University agrees that it will not seek to intercept, review, or otherwise gain access to communications between the Association and its Members. Notwithstanding the above, the University reserves the right to conduct an investigation with regard to the use of the University telecommunication system under University Policy #6030 IM7200 on [Computing and Telecommunications User Responsibilities](#). Responsible Use of Information Technology Service.

Dated: June 29, 2012

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Kim Hart Wensley  
Chief Negotiator  
University of Victoria

Doug Baer  
Chief Negotiator  
University of Victoria Faculty Association
77.0 FINANCIAL EXIGENCY

77.1 General

The Parties agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and the preservation of academic freedom. Any lay-off for budgetary reasons of Tenured or Tenure-track Members, of Senior Instructor/Assistant Teaching Professors holding continuing appointments or of Librarian/Archivist Members on Confirmed or Probationary Appointments shall occur only during a state of financial exigency declared by the Board of Governors under this Article.

77.2 Definition of Financial Exigency

For the purposes of this Agreement, a state of financial exigency occurs when the University’s budget forecasts, prepared by using generally accepted accounting principles, project substantial and recurring financial deficits that will affect the continued functioning of the University as a whole and that will persist for two years or more unless there is a reduction in expenditures.

The use of the term “accounting” in Articles 77.2, 77.4 and other sub-articles of Article 77 includes future predicted costs.

77.3 Notice of Declaration of Financial Exigency

When the Board of Governors considers that a financial exigency exists within the meaning of Article 77.2, the Board of Governors may declare a financial exigency and specify the required base budget reduction expressed in dollars. Where such a declaration is made, the President of the University shall give notice of the declaration to the Association within five working days stating that the Board of Governors intends to act in accordance with the procedures set out below.

77.4 Provision of Financial Documentation

Within five working days of giving notice of a declaration that a financial exigency exists, the Board of Governors shall forward to the Association all financial documentation upon which the Board of Governors based its declaration of financial exigency. The documentation shall be sufficiently detailed that by usual generally accepted accounting principles a state of financial exigency can be evaluated.

77.5 Appointments During Recall Period

77.5.1 After a declaration of financial exigency has been made, the Board of Governors agrees:

(a) in the recall period, not to make new appointments in any Faculty or the University Libraries where the holder of such appointment would be represented by the Association under this Agreement unless all recall rights under this Article have been exhausted;

(b) that if it creates and fills any new academic administrative positions that are described in Article 3.2.1 in addition to those that are in existence at the date of the Declaration of Financial Exigency, the University will recall a Member or Members with combined salaries that are equivalent to at least 1.25 times the salary of each new academic administrative appointment. Where this figure is not sufficient to pay the full salary of the person being recalled under this provision, the figure will be rounded up to include the full salary of the person being recalled.

77.5.2 Nothing in this Article prevents the University from renewing the appointment of a person holding a position described in Article 3.2.1 or making a new appointment to a position described in Article 3.2.1.
77.6 Lay-off Prerequisites

(a) Lay-off of Members under this Article shall occur only after:
   i) a state of financial exigency has been declared by the Board of Governors in accordance
      with the procedures contained in this Article;
   ii) efforts to alleviate the financial crisis by economies in all other segments of the budget
      have been undertaken; and
   iii) all reasonable means of improving the University's revenues have been exhausted.

(b) No Member shall be laid-off, terminated, or otherwise penalized with respect to terms and
    conditions of employment and/or rights or privileges relating to employment for financial reasons, except
    in accordance with this Article. However, this Article does not preclude the non-renewal of Members on
    limited term appointments, or lay-offs, where the conditions and procedures of Article 76 have been
    satisfied.

77.7 Financial Commission

(a) Within 15 days of the notice specified in Article 77.3 above, the Board shall establish a Financial
    Commission consisting of five (5) members, two (2) of whom shall be appointed by the Board of
    Governors, two (2) of whom shall be appointed by the Association, and the fifth of whom shall be an
    independent Chair selected by the other four (4) members of the Commission. In the event the other
    members of the Commission cannot agree on a Chair, the Chair shall be named by a Justice of the Supreme
    Court of British Columbia upon application being made by the Parties to the Court. No member of the
    Financial Commission shall be a government official.

(b) The Financial Commission shall review the material on the state of financial exigency and either:
   i) verify to the Board of Governors the existence of such a financial exigency; or
   ii) report to the Board of Governors that such a financial exigency does not exist.

77.8 Cooperation with Financial Commission

The University shall co-operate with the Financial Commission in its deliberations and shall provide all
documentation necessary to establish to the satisfaction of the Financial Commission whether a state of financial
exigency exists within the meaning of this Article.

77.9 Financial Commission Procedures

The Financial Commission shall establish its own procedures; however, all decisions of the Financial Commission
shall be by majority vote of the members of the Financial Commission.

77.10 Invitation to Make Submissions

The Financial Commission shall invite submissions on the University's financial condition and consider:

(a) whether the University's financial position constitutes a state of financial exigency as defined in
    Article 77.2;

(b) whether a reduction in the number of Members and/or a reduction in the salaries and benefits of
    Members is a reasonable way to effect a cost-saving, given the primacy of academic goals within the
    University;

(c) whether other means of achieving savings have been explored and utilized;
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(d) whether every reasonable effort has been made to secure further assistance from the provincial
government and to improve the University's revenue position by other means, including borrowing with the
approval of the government as required by the University Act;

(e) whether revenue estimates from enrollment projections are consistent with any proposed reduction
in the complement of Members;

(f) whether all other reasonable means of reducing the complement of Members including voluntary
early retirement, voluntary resignation, voluntary reduced appointment status, and transfer have been
considered and implemented; and,

(g) any other matters that it considers relevant to the proposed financial exigency.

The Financial Commission shall answer each of (a) to (f) above, as well as any other specific questions that arise
under (g).

77.11 Report of the Financial Commission

The Financial Commission shall make its report to the Board and the Association within three months of its
appointment. If the Financial Commission verifies that there is a state of financial exigency, it shall recommend the
required base-budget reduction expressed in dollars. It shall also recommend the portion of that reduction that would
be achieved by laying off Members, or by reducing expenditures on Members’ salaries and benefits.

77.12 Association’s Invitation to Members

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

77.13 Renegotiation Period

77.13.1 If the Financial Commission verifies that a financial exigency exists, in the event of a declaration of
financial exigency, it shall be open to the Parties, notwithstanding any provisions of this Agreement or other
Agreement between the Parties, to:

(a) renegotiate provisions of the Salary Settlement or Arbitrated Award bearing directly on salaries
and benefits, or

(b) reach other mutually acceptable emergency methods of reducing expenditures that could avert lay-
offs or decrease the number of lay-offs, including a proposal for lay-off days each year during the period of
Financial Exigency.

Any agreement reached under these provisions shall be applicable only if the Financial Commission verifies, under
Article 77.11, that there is a financial exigency and shall come into effect only after such a declaration is verified.

77.13.2 No later than 7 days after the Board of Governors Financial Commission has verified that a declared
Financial Exigency and notified the Association under Article 77.3., exists, the University and the Faculty
Association will discuss the possibilities for achieving the reductions required, including but not limited to the
mechanisms described in Article 77.13.1(a) or Article 77.13.1(b). The parties shall complete these negotiations
within 40 days after the first meeting unless, by mutual agreement, the negotiating period is extended.

77.14 Proceeding Where No Agreement on Alternative Measures

If the Financial Commission verifies, under Article 77.11, that there is a financial exigency, and if there is no
agreement under Article 77.13.1 or Article 77.13.2 on measures to reduce expenditures, the University may proceed
with lay-offs to achieve the necessary reductions in accordance with the procedures set out below.
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77.15 Finding of No Financial Exigency
If the Financial Commission finds that no financial exigency exists in the sense of Article 77.2, the
(a) the Board of Governors shall be precluded from invoking any of the provisions of this Article
again in the same fiscal year, and;
(b) any agreement under Article 77.13.1 or Article 77.13.2 shall be considered null and void unless
both parties subsequently agree that it is to their mutual advantage to proceed with such an agreement.

77.16 Written Notice
(a) Members who are to be laid off under this Article shall be provided with written notice of the
reasons.
(b) Lay-offs under this Article shall not be treated or recorded as dismissals for cause.

77.17 Lay-off Procedures

77.17.1 Faculty Member Retention Lists
A separate Faculty Member Retention List (MRL) will be prepared for each Faculty. Each MRL will consist of
three categories and the Members in each category will be rank-ordered from top to bottom as provided in this
Article. The categories are in rank order:
(a) Members holding Regular Academic Appointments who on the date of Declaration of Financial
Exigency have received at least one Merit Increment in the preceding five salary evaluations ordered in
accordance with the Amalgamated Ranked List (ARL) as specified in Article 77.17.3.
(b) Members holding Regular Academic Appointments on the date of Declaration of Financial
Exigency, who have received no Merit Increments in the preceding five salary evaluations, ordered by
decreasing years and months of service to the University as a regular Faculty Member.
(c) Members who are on Limited Term Appointments ordered by decreasing years and months of
service to the University.

77.17.2 Libraries Member Retention List
A Librarian Member Retention List (MRL) will be prepared for the University Libraries. The MRL will consist of
three categories and the Members in each category will be rank-ordered from top to bottom as provided in this
Article. The categories are in rank order:
(a) Librarians holding confirmed or probationary regular appointments who, on the date of the
declaration of financial exigency, have received at least one Merit Increment in the preceding five salary
evaluations ordered in accordance with the Amalgamated Ranked List (ARL) as specified in
Article 77.17.3.
(b) Librarians holding confirmed or probationary regular appointments who on the date of the
declaration of financial exigency, have received no Merit Increments in the preceding five salary
evaluations ordered by decreasing years and months of service to the University as a Librarian.
(c) Librarians who are on Limited Term Appointments ordered by decreasing years and months of
service to the University.

77.17.3 Within each of the categories identified in Articles 77.17.1(a) and 77.17.2(a), two lists will be created
(List A and List B) which will be combined into one Amalgamated Ranked List using the following procedure:
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(a) List A (Average Merit Increments)
The Members will be listed on List A by descending order of their average Merit Increments determined in the following manner:

i) Except as provided in Article 77.17.3(b), add the total number of salary Merit Increments awarded to each Member divided by the number of salary evaluations over which those Merit Increments are accumulated where the number of salary evaluations to be included is the smallest of:

the preceding 10 salary evaluations;
all salary evaluations since and including the evaluation for increments effective July 1, 2000 for Faculty Members and July 1, 2002 for Librarians;
the number of salary evaluations for the Member since his or her first appointment at the University.

ii) Breaking Ties
Members with the same Merit Increment average will be ordered by decreasing years and months of service to the University in their respective appointment categories. If ties still remain, those Members shall be rank-ordered by a drawing of names conducted by the University Secretary in the presence of the President of the University and the President of the Association or their delegates.

(b) List A Ranking for Members who have been on Maternity or Parental Leave, Adoption Leave, Sick or Special Leave, or on Long Term Disability

(i) Any Member who has been on Sick Leave, Special Leave, Maternity, Parental, or Adoption Leave, or Long Term Disability during the Merit Evaluation Period as defined in Article 77.17.3 (a) (i) for a period of Fifteen continuous weeks or more shall be entitled to exclude from the calculation in 77.17.3 (a) (i) any salary evaluation for the year or years in which the period (s) of leave or long term disability occurred.

(ii) Where any Member excludes one or more evaluations in accordance with Article 77.17.3 (b) (i), the Member’s Merit Increment average will be determined by adding the total number of Merit Increments awarded for evaluations not excluded by the Member and dividing by the number of salary evaluations still remaining in consideration.

(c) List B (Seniority)

i) The Members will be listed on List B by descending order of years and months of service to the University excluding any periods of Leave Without Salary.

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

(d) Amalgamated Ranked Lists
A single amalgamated list (ARL) for each Faculty and the Libraries shall be formed from Lists A and B as follows:

i) Names will be taken alternately from Lists A and B in top-down order.
ii) The first name added to the ARL will be the top name on List A.

iii) Once a name is placed on the ARL, it shall be crossed off the other list.

iv) The process described in (i) through (iii) continues until all Members in the category have been listed on the ARL.

77.17.4 Selection of Members for Lay-Off

(a) The total base budget reduction across the University required to address a Financial Exigency to be met by the lay-off of Members shall be expressed as a percentage of the total University base salary budget of Members. The lay-off base-budget reduction required of each Faculty and the University Libraries shall be that same percentage of each unit’s total base salary budget of Members.

(b) Members will be selected for lay-off from the MRL of each Faculty and the University Library (under Articles 77.17.1 and 77.17.2), starting from the bottom until the unit’s lay-off base-budget reduction is achieved.

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

77.18 Alternative Positions

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

(b) With regard to alternative academic appointments in another unit to which this Agreement applies:

i) Article 71 applies to a proposed transfer to another academic unit;

ii) the consent of the academic unit to which the Member is being transferred shall not be unreasonably withheld; and

iii) a Faculty Member whose transfer to another academic unit is approved under Article 71 retains:

1) recall rights to her or his former position in accordance with Articles 77.20, 77.21 and 77.22; and

2) her or his accrued years of service eligibility for Study Leave.

(e) With regard to alternative positions that are governed by a collective agreement:

i) the competition for such positions shall be governed by the terms of such collective agreement; and

ii) if a Member is the successful candidate for such a position:

1) the salary and benefits for the position will be governed by such collective agreement;

2) the Member retains recall rights to her or his former position in accordance with Articles 77.20, 77.21 and 77.22;

3) If a Member is recalled to her or his former position, years of service eligibility for Study Leave that accrued prior to lay-off are retained.
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(d) Where a Member has the required academic credentials and other qualifications for an alternative position and the position is offered to the Member and she or he accepts the position conditional upon upgrading her or his skills, the Member shall be given an opportunity to upgrade her or his skills by enrolling in courses or programs specified and offered by the University without payment of fees or tuition.

(e) During the recall period stated in Article 77.20, a Member on lay-off who is admitted to a University degree or diploma program upon satisfying the admission standards of the program, may enroll in a maximum of 30 units of courses at the University, where enrolment space is available, upon payment of half of the normal tuition or fees.

77.19 Lay-off Notice

(a) Limited Term Appointments
For each Member holding a Limited Term Faculty or a Librarian appointment who is selected for lay-off, the University shall provide the lesser of:
  i) six months written notice of the date of lay-off, or
  ii) six months salary in lieu of notice, or
  iii) notice that the University will honour all contractual obligations to the Member; however, no subsequent reappointment will be offered.

(b) Senior Instructors, Assistant Teaching Professors, Artists-in-Residence, Tenure-Track, Tenured and Probationary or Confirmed Librarians
For each Member holding an appointment as an Senior Instructors, Assistant Teaching Professor (whether continuing or not) or Artist-in-Residence, an appointment with tenure or with eligibility for tenure, or a Probationary or confirmed Librarian appointment who is selected for lay-off, the University shall, at the discretion of the University provide either:
  i) one month’s notice of lay-off for each year of service in the University in any of these appointment classifications, which shall be not less than 6 months notice to a maximum of 24 months notice, or
  ii) one month’s salary in lieu of notice for each year of service in the University in any of these appointment classifications, which shall be not less than 6 months salary to a maximum of 24 months of salary.

(c) Under this Article, all payments in lieu of salary shall be based on the individual’s annual salary at the date of lay-off.

77.20 Recall Rights

(a) Members who are laid off, or who accept a transfer to a position outside of their academic unit shall have, for a period of two years from the date of lay-off, a right of recall with regard to any academic appointment position in their former academic unit where the incumbent is represented by the Association and for which the laid-off Member is qualified, unless the University can substantiate that the position is so specialized that it cannot be filled by a laid-off Member.

(b) Where Members are to be recalled to a Faculty or the University Libraries, they shall be recalled in the reverse order in which they were laid off. The University shall send the first notice of recall to the last Member laid off from that Faculty or the University Libraries (as the case may be) according to the MRL. If such Member does not exercise her or his right of recall in accordance with this Article, the
University shall send a notice of recall to the next Member on the MRL and so on until all Members on lay-off from the Faculty or the University Libraries (as the case may be) have been sent a notice of recall.

(c) The University shall send a notice of recall to the Member’s last known address by registered mail. It shall be the Member’s obligation to keep the University informed of his/her current address.

(d) In addition, each Member who is laid off shall have a right of first refusal for any Faculty Member or Librarian position covered by this Agreement and for which he or she is qualified that will be filled during the recall period.

(e) After all recall rights have been exhausted, a Member who has voluntarily accepted a reduced appointment during the state of financial exigency may request that her or his appointment be restored to a full appointment.

77.21 Acceptance of Recall Offer

Individuals who are recalled pursuant to Article 77.20 have 30 days from the date of mailing of the notice of recall in which to accept such recall offer, and a reasonable period, not to exceed six months, to terminate alternative employment and take up the offered post. Failure to accept recall is deemed to be a resignation. Members on lay-off who are subsequently recalled shall repay any portion of the allowance pursuant to Article 77.19 that exceeds the salary they would have received, had they continued to occupy their normal positions in the University.

77.22 Retention of Recall Right to Original Academic Unit

Each Member who is recalled to a position that is not within his/her original academic unit retains a full right of recall for the period specified in Article 77.20 for any opening in his/her original academic unit.

77.23 Access to University Facilities and Resources during Lay-off

In a state of financial exigency, University buildings may be closed or assigned to other functions and normal services may be reduced or eliminated. Subject to the conditions of this Article and within the limitations existing during a state of financial exigency, Members who are laid off will be permitted reasonable access to University facilities, including office and laboratory space, as and when available, and reasonable access to library and computer services, for the purpose of maintaining their scholarly activities until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever first occurs. For Library resources and University wide computer network access ("Netlink ID" or equivalent facilities), cards and user ID’s shall continue to function insofar as is reasonably possible. Permission to use other University facilities under this Article requires a proposal by the Member that describes the proposed use of University facilities. Approval of a proposal is contingent upon Workers Compensation Act and insurance coverage for the proposed use of University facilities. With regard to the use of University facilities, such as laboratory space, which would not be open to members of the public, a waiver may be required from the Member that releases the University from liability with regard to any injuries that may be sustained by the Member during her or his use of such University facilities.

During the recall period, the University will provide reasonable assistance to laid-off Members by permitting them to enroll in courses or programs offered by the University without payment of fees or tuition, for the purpose of upgrading their skills in order to assume the responsibilities of an alternative position that has been offered to a Member and for which he or she already has the required academic credentials or other qualifications.

77.24 Benefits During Recall Period

While a Member is on lay-off under the provisions of this Article, the University will not contribute towards payment of benefit premiums but will facilitate continuance of any coverage to the extent that it may be available and if desired by the Member who will pay all the applicable premiums.
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77.25  Cost of Financial Commission
The cost of the Financial Commission established under this Article shall be borne by the University.

77.26  Appointment of Special Arbitrator
If the Financial Commission verifies that a state of financial exigency exists, the Parties agree to appoint a special arbitrator with the power to resolve, on an expedited basis, any disputes that may arise under the lay-off provisions of this Article.

Dated: June 29, 2012

[Signatures]
Kim Hart Wensley
Chief Negotiator
University of Victoria

[Signatures]
Doug Baer
Chief Negotiator
University of Victoria Faculty Association
APPENDIX "F"

LIST OF LIMITED TERM POSITIONS DESIGNATED UNDER ARTICLE 11.5.1

Director of the Law Centre (Faculty of Law)
Director, Academic and Cultural Support Program (Faculty of Law)
Legal Research and Writing Program Coordinator (Faculty of Law)
Hotel and Restaurant Management Program Coordinator (Business)
Accounting Course Coordinator (Faculty of Business)
Labour Law Course Coordinator (Faculty of Business)
Academic Coordinator—off-campus Graduate Programs (Faculty of Education)
Faculty Coordinator, Restoration of Natural Systems (Environmental Studies & Continuing Education)
Associate Director, Learning and Teaching Centre

*Transitional only. These appointments are within the Academic Administrator appointment category after October _____, 2008

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association
Re: Gendered inequities in salaries at the University of Victoria

Faculty Association June 26th, 2012

Proposed Letter of Agreement

The Administration and the Faculty Association agree to jointly form a task force, including a representative from the Academic Women's Caucus, to investigate and address gendered salary inequities at the University of Victoria. This task force will:

a. investigate whether there are gendered salary inequities at the University of Victoria;

b. make recommendations to the Provost to correct such anomalies with a report by January 31st and an implementation deadline by June 30th 2013;

c. make recommendations to the Provost for a monitoring and reporting mechanism to ensure continuing gender equity in compensation at the University of Victoria;

d. make recommendations regarding the information on member compensation that should be reported to the Faculty Association on an annual basis.

Dated: June 29, 2012

Kim Hart Wensley
Chief Negotiator
University of Victoria

Doug Baer
Chief Negotiator
University of Victoria Faculty Association