

SETTLEMENT AGREEMENT

IN THE MATTER OF AN ARBITRATION UNDER THE
LABOUR RELATIONS CODE, RSBC 1996, C 244

BETWEEN:

UNIVERSITY OF VICTORIA FACULTY ASSOCIATION

("FACULTY ASSOCIATION")

AND:

UNIVERSITY OF VICTORIA

("UNIVERSITY")

*(Appendix H LOU: Conversion to Tenure for Teaching Stream
Grievance)*

WHEREAS:

- A. The University and the Faculty Association negotiated terms for the conversion to Tenure for Teaching Stream faculty members during the bargaining for the 2022-2025 Collective Agreement, which was ratified on February 7, 2023;
- B. Appendix H LOU: Conversion to Tenure for Teaching Stream (the "**LOU**") in the 2022-2025 Collective Agreement sets out the terms and conditions for the transition between Continuing Appointment and Tenure and enables time for the revision of processes and policies;
- C. The University and the Faculty Association disagreed regarding the interpretation and application of paragraph 3 of the LOU;
- D. On July 25, 2023, the Faculty Association filed a grievance alleging that the University had contravened the LOU (the "**Grievance**"); and
- E. The Parties agreed to mediate the Grievance on June 28, 2024 with Arbitrator Bob Pেকেles.

The parties agree to fully and finally resolve all outstanding issues regarding the Grievance on the following terms:

- 1. The parties agree that, pursuant to paragraph 3 of the LOU, the normal timeline for Teaching Stream Members hired between July 1, 2016 and July 1, 2023 (the "**Affected Members**") to apply for Promotion and Tenure is to submit a notice of intention to apply for Promotion and Tenure under Article 33.4 by no later than April 15, 2028, to be considered for Tenure in the 2028-2029 cycle with conferral of Tenure, if successful, by

July 1, 2029. If the Affected Members' Tenure application is unsuccessful during the 2028/2029 cycle, the Affected Members will be subject to the terminal provisions of the Collective Agreement.

2. The Affected Members may apply, if eligible, under Article 31 (*Stopping the Clock*) and Appendix G – LOU: Collective Agreement Adjustments and Considerations in Response to COVID-19 Impacts, for additional time, which will be considered in accordance with the Collective Agreement.
3. The Faculty Association agrees to withdraw the Grievance and will not file future grievances which set out a contrary interpretation of the Collective Agreement as set out in this Settlement Agreement.
4. The University agrees to take the following steps to support Affected Members in successfully meeting the standards necessary to apply for Tenure within the normal timeline set out in paragraph 1 of this Agreement:
 - (a) The Office of Faculty Relations and Academic Administration will ensure that Chairs are advised of the requirements and deadlines of this Agreement in a timely manner.
 - (b) During the Annual Review Meeting the Chair holds with each Affected Member by May 15 of 2026 in accordance with Article 26.2 of the Collective Agreement (the "**2026 Annual Review Meeting**"), the Chair will undertake a detailed review of the Affected Member's file in order to assess whether they appear on track to indicate an intent to apply for Tenure by April 15, 2028.
 - (c) If during the 2026 Annual Review Meeting, the Chair determines that the member is unlikely to be ready for a Tenure application commencing in 2028, the Affected Member and Chair will jointly develop a plan to support the Member in achieving the applicable unit's standards. The Chair and Affected Member will meet by January 30, 2027, to review whether the plan is assisting the Affected Member in progressing toward being in a position to apply for Tenure the following year. The plan may be revised accordingly.
 - (d) If during the 2027 Annual Review Meeting, the Chair determines that the Affected Member is not ready to proceed with an application in 2028, the Chair will make a recommendation to the Dean that a one-time additional year be granted to the Member. The Chair's recommendation will include an overview of the Member's progress toward meeting the unit standards and what the plan is for ensuring a successful application in 2029. In consultation with the Dean, the Vice-President Academic and Provost (the "**Provost**") in consideration of all of the relevant circumstances will not unreasonably deny a request to grant an additional year to allow for consideration for Promotion and Tenure in the 2029-2030 cycle. The Affected Member will be informed of the Provost's decision within ten business days, and the Faculty Association will be copied on this notification.
 - (e) The additional steps set out in paragraphs 4(c) and (d) do not apply to Affected Members unless the Chair determines during the 2026 or 2027 Annual Review Meeting that they are unlikely to be ready for a Tenure application commencing in 2028.

5. Arbitrator Pেকেles retains jurisdiction over the interpretation, application, administration or alleged violation of this Agreement. If Arbitrator Pেকেles is not available, the Parties will appoint a mutually agreed alternate.
6. This Settlement Agreement is *without precedent and prejudice* to any other matter and will not be referred to or relied upon in any future arbitration and/or legal proceedings except with respect to the interpretation, application or enforcement of this Settlement Agreement.



Pamela Richards
University of Victoria



Monica Prendergast, President
University of Victoria Faculty Association