

**LOU: 2019-2022 Collective Agreement  
Units and Programs Appointing Faculty**

Between

The University of Victoria Faculty Association

And

The University of Victoria

Whereas all Faculty Members are entitled to the terms and conditions of the Collective Agreement and all units in which Faculty Members are appointed need to adhere to said terms and conditions;

And whereas upon occasion, a unit or program engaged in academic work is permitted by the Vice-President Academic and Provost to hire faculty to teach and research as part of the unit/program (either through appointment to the unit/program or through appointment at the Faculty level) to enable the unit/program to develop sufficiently to meet criteria for Senate approval of Department/School status;

And whereas, it is necessary to make clear the status and obligations of the afore-mentioned units/programs as it relates to faculty terms and conditions of employment under the Collective Agreement:

The Parties hereby agree:

1. The units/programs identified in Schedule "A", while not yet approved through Senate to be a Department or a School, shall be treated as an Academic Unit/Department/School for the purposes of the application of this Collective Agreement. For clarity, this does not give rights of treatment as an Academic Unit for any other purpose.
2. Persons appointed to direct the units/programs identified in Schedule A will be considered to be equivalent to Chair of a Department or Director of a School for the purposes of this Collective Agreement, and shall be entitled to an equivalent stipend under the VPAC policy for said stipends.
3. It is understood that appointment at the Faculty level is a temporary status and the expectation is that all Faculty Members will move toward appointment within a Department or School. As such the Parties agree:
  - a. Upon attainment of Department/School status, all Faculty Members appointed to work in support of a unit/program under this Letter of Understanding shall have their appointment transferred to the newly approved Department/School.

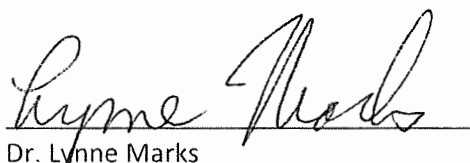
- b. If a unit/program under this Letter of Understanding is joined with or subsumed by another Academic Unit, all Faculty Members appointed to work in support of this unit/program will be transferred to the receiving Academic Unit.
- c. If a unit/program under this Letter of Understanding is dissolved or permission to have faculty appointed to the unit is revoked by the Vice-President Academic and Provost, all Faculty Members who are appointed to work in support of this unit/program must accept transfer to another Department or School.
- d. While affected faculty will be consulted in respect of their preferences and those preferences will be met where possible, the appointment of each must be transferred to an existing Department or School. These transfers are subject to the provisions of Article 24 *Transfer and Conversion of Appointments* except that, notwithstanding s. 24.3 a), a Faculty Member cannot withhold consent for transfer of their appointment from the Faculty level to a Department/School.

#### Schedule A

#### Units/Programs considered an "Academic Unit/Department/School" for the purposes of application of the Collective Agreement

1. Indigenous Governance Program – Faculty of Human and Social Development
2. Indigenous Studies Program – Faculty of Humanities
3. Academic and Technical Writing Program – Faculty of Humanities

SIGNED this 8th day of April, 2021



Dr. Lynne Marks  
President  
Faculty Association  
University of Victoria



Michele Parkin  
Associate Vice-President  
Faculty Relations and Academic Administration  
University of Victoria