

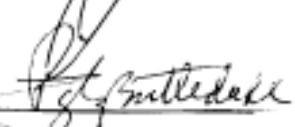
**Memorandum of Agreement**

**Between the Royal Roads Faculty Association and Royal Roads University**

The Parties Confirm that they have signed off on all articles of a complete first collective agreement and agree to recommend ratification of the collective agreement to their respective principals. The term of the agreement being recommended is April 1, 2006 to March 31, 2010.

For The Association

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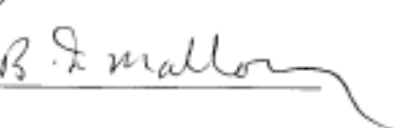
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For the University

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March 31, 2006.

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## INTERPRETATIONS AND DEFINITIONS

**Academic Administrator:** designates the President, Academic Vice-President and Associate Vice-Presidents, Deans and Associate Deans.

**Academic Leads:** are Faculty Members appointed by the Dean, in consultation with the School Director and Faculty Members, to head a degree program with academic and administrative duties and responsibilities within the Faculty of Social and Applied Sciences.

**Act:** refers to the *Royal Roads University Act*, R.S.B.C. 1996, ch. 409.

**Day of Rest:** means any day in a calendar week outside the normal work week.

**Education Plan:** refers to the Education Plan for Royal Roads University. Approved in December 1995 and subsequently updated.

**Faculty Association:** refers to the Royal Roads University Faculty Association.

**Faculty Members:** designates a full-time member of the Faculty of Royal Roads University as defined by the Royal Roads Board of Governors to conduct teaching, research, and administration.

**Faculty, School, Program:** designate academic and administrative units into which Faculty Members are classified for the co-ordination and performance of respective duties.

**Member:** refers to a member of the Royal Roads University Faculty Association.

**Normal work week:** refers to the standard operational work week at the University Monday through Friday.

**Parties:** means the Royal Roads University and the Faculty Association of Royal Roads University.

**President:** means the President of Royal Roads University.

**Scholarship:** means the discovery, integration, interpretation, and/or application of knowledge related to one's academic discipline. Normally, it must be public, open to critical peer review and evaluation, and accessible for exchange and use by other Members of one's scholarly community.

**School Directors:** are Faculty Members appointed by the Dean, in consultation with the Vice-President Academic and Faculty Members, to head a School within the Faculty of Social and Applied Sciences.

**University:** means Royal Roads University as established by the Province of British Columbia under the *Royal Roads University Act*, R.S.B.C. 1996, ch 409.

## **ARTICLE 1 APPLICATION**

- 1.1** The provisions of this Agreement apply to the Association, Faculty Members, and the University.
- 1.2** In this Agreement, the plural shall include the singular and the singular shall include the plural where the context so requires.
- 1.3** In this Agreement, words importing the masculine gender shall include the feminine gender where the context so requires.

## **ARTICLE 2 PREAMBLE**

- 2.1** The Parties recognize that the University is a community of learning, knowledge, and accomplishment that serves the people of British Columbia, and the global community. In teaching, learning, research, artistic creativity, and professional practice, the Parties are committed to attaining the highest quality, to meeting the highest standards of integrity, to providing students with an environment in which they may develop intellectually and professionally, to promoting the advancement and dissemination of knowledge, and to supporting a climate of academic freedom, responsibility, and mutual respect. The Parties agree, in the furtherance of these aims, to promote harmonious relations and to attempt to settle any misunderstandings or disputes in a respectful manner.

## **ARTICLE 3 PURPOSE**

- 3.1** The purpose of this Agreement is to promote and maintain harmonious and mutually beneficial relations between the University and its Faculty; to set forth certain terms and conditions of employment relating to remuneration, employee benefits and general working conditions which will permit the objectives of the Faculty and the University to be attained; and to ensure the fullest recognition within the academic community and society at large of the scholastic standards maintained and promoted at the University.
- 3.2** The Parties to this Agreement share a desire to maintain professional standards and to promote the well-being and effectiveness of Faculty Members, to the end that the people of British Columbia and elsewhere will be well and effectively served. Accordingly, they are determined to establish, within the framework provided by law and the Act and its Terms of Reference, a positive working relationship within a cooperative partnership.
- 3.3** Both Parties to this Agreement acknowledge that the University serves both its Members and society by advancing learning and the dissemination of knowledge through teaching, research, scholarship, and other creative activities.
- 3.4** Both Parties recognize the need to sustain the special purpose nature of the University and the distinctive elements upon which this uniqueness is founded.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

**4.1** The Faculty Association acknowledges that the University has retained and shall possess and exercise all rights and functions, powers and privileges and authority as set out in the Act that it possesses prior to the signing of this Agreement, excepting those that are clearly and specifically restricted in this Agreement.

#### **ARTICLE 5 COLLEGIALITY**

**5.1** The Parties acknowledge their mutual desire to create a collegial atmosphere at Royal Roads University (RRU) with due regard for participation of Faculty Members in academic matters within the terms of the RRU Act.

#### **ARTICLE 6 MEMBERSHIP AND RECOGNITION**

**6.1** The Faculty Association is the sole agent for Faculty Members and is authorized to negotiate collectively on their behalf with the University.

**6.2** This Agreement applies to full-time Faculty Members and to full-time Faculty Members who move to partial duties. No Faculty Member is required to join the Association as a condition of employment.

**6.3** The University will allow and provide the Association the use of appropriate campus facilities in order to conduct meetings of its membership. If, as and when appropriate space becomes available the University will discuss its allocation to the Association.

**6.4** The University shall recognize the President of the Association and Members of the Executive as persons designated by the Association for the purpose of relations between the University and the Association arising out of this Agreement.

**6.5** The University shall recognize a maximum equivalent of three-credit hours in total for work performed by the President and the Executive Members of the Faculty Association in terms of their work plans. The Faculty Association shall determine, on an annual basis each March, the distribution of the three-credit hours among the President and Executive Members, to be included by the Dean as teaching reduction in their work plan(s).

#### **ARTICLE 7 ASSOCIATION'S RIGHTS TO CALL UPON ASSISTANCE**

**7.1** The University recognizes that the Association has the right at any time to call upon the assistance of the Canadian Association of University Teachers (CAUT) or the Confederation of University Faculty Associations of BC (CUFA/BC). Such duly authorized representatives shall have access to University premises to consult with Association officials and Members.

#### **ARTICLE 8 ACADEMIC FREEDOM AND RESPONSIBILITIES**

**8.1** The common good of democratic society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the University as well as in its scholarship and research. The Parties subscribe to the principles of academic freedom; that is, the right of the academic staff to examine, to question, to teach, to learn, to investigate, to speculate, to comment and to criticize without deference to prescribed doctrines, and to recognize the right of academic staff to engage in these activities with the presumption that the legitimate exercise of

academic freedom will not be attenuated by the threat of outside influence or by restriction from within the University.

**8.2 Academic freedom includes the obligation to base research and teaching on an honest and ethical search for knowledge.**

- a) In addition to their civil rights, Faculty Members have certain duties and responsibilities that derive from their positions as teachers and scholars working within the University community. Faculty Members shall act reasonably, fairly, and in good faith in dealing with others, and the University shall have the same obligation in dealing with Faculty Members.
- b) The academic freedom afforded to Faculty Members may be exercised in their professional lives within and without Royal Roads University; it does not extend to their speaking, writing or acting as private citizens.
- c) Faculty Members shall not present themselves as representing a position of the University unless authorized in writing to do so.

**8.3 Faculty Responsibilities and Duties**

- a) The University as a collegial learning community depends on the consistent on-campus engagement of Faculty Members. Each Faculty Member has a responsibility to engage in this community.
- b) The duties and responsibilities assigned to a Faculty Member shall include an appropriate and reasonable combination of some or all of: undergraduate and/or graduate teaching; research, scholarly work; service.
- c) The assignment of these duties and responsibilities may vary from individual to individual and from faculty/school to faculty/school as reasonably determined by the Dean in consultation with the School Director or equivalent and Faculty Member.
- d) Teaching includes but is not limited to tasks normally associated with course preparation, maintenance, delivery, and evaluation. Teaching requires the preparation, organization, and delivery of subject matter to learners in courses as well as the revision of subject matter on a regular basis, as is appropriate for courses taught in keeping with the Royal Roads models of instruction and delivery. Supervision of learner research and participation in major projects and thesis preparation as well as participation in the evaluation of thesis and major projects are integral parts of the teaching responsibilities of Faculty Members.
- e) Research includes but is not limited to applied research, peer reviewed publications, case studies, scholarly and/or professional books and grantsmanship. Members shall be responsible for and have the right and opportunity to carry out a reasonable amount of research, scholarly work, and related activities. Faculty Members shall endeavour to publish the results of their scholarship and research activities in books, professional and peer reviewed journals, reports, and commissions. Research and scholarship activities conducted by Faculty Members in the course of their duties and responsibilities shall have as their primary objective the expansion of knowledge and understanding, as well as the improvement of the Faculty Members' scholarly competence. In addition, research activities of Faculty Members shall be consistent with the applied research priorities of the University as established by the Board of Governors.

- i) Faculty Members shall indicate their reliance of the work and assistance of others, if any, and their affiliation with the University in their published and unpublished work(s).
  - ii) In the context of this article, research and scholarly work does not include activities necessary for the immediate and normal preparation for scheduled teaching duties and responsibilities.
- f) Service involves those external and internal activities, which arise from the research, and teaching functions of the University. Consistent with the primary responsibilities in teaching and research, it includes but is not limited to:
  - i) participation in the governance of the University as consistent with the Act and through active Membership on program, Faculty and University bodies, councils and committees, and work done for the Faculty Association and recognized under Article 6.5.
  - ii) new course/program development; supervision of examinations; program marketing; advising prospective learners; admissions assistance; fundraising; orienting of Associate Faculty; and other assigned administrative responsibilities.
- g) Faculty Members have the right and responsibility to engage in service to their academic field through scholarly organizations, academic journals and professional bodies, and other activities when related to and appropriate to their academic fields of interest and expertise. Faculty Members are also encouraged to make their research findings and professional expertise available to the wider community. When addressing themselves to the community at large, Faculty Members, when appropriate, are expected to indicate their remarks reflect their own opinions and not those of the University.
- h) While exercising their administrative responsibilities, Faculty Members shall deal ethically with other University employees, students, and the general public with regard to fairness, non-discrimination, objective assessment of performance and the principles and procedures of confidentiality.

## **ARTICLE 9 FACULTY APPOINTMENTS**

- 9.1** At the University, the full-time Faculty is defined by excellence and achievement in a combination of three areas: teaching, research, and service.
- 9.2** Advancement in rank reflects excellence in at least one of these priorities, with appropriate achievement in the others. In all cases Faculty are expected to be open to trans-disciplinary collaboration and research across multiple academic areas.
- 9.3** University Faculty appointments will fall into one of the following categories:
- a) Professor
  - b) Associate Professor
  - c) Assistant Professor
  - d) Senior Instructor
  - e) Instructor



## 9.4 Definitions

- a) **Professor:** A Professor has demonstrable achievements in a combination of scholarship, teaching, and service to the University and/or professional bodies associated either with academic fields or in professional practices connected to employment domains outside the educational sector. These achievements identify individuals who have made significant contributions in at least two of the above areas that are sufficient to identify them as having at least national reputations. Individuals at this level are expected to have achievements that earn them the position of an academic leader at the University, capable of substantially contributing to the academic and professional mission of the University. Notwithstanding the minimum requirement that national reputations in at least two of the three areas of scholarship and/or professional activity, teaching and service are required, reasonable scholarly achievement in their recognized field of expertise is also always required to attain the rank of Professor.
- b) **Associate Professor:** An Associate Professor has demonstrable achievements in a combination of scholarship, teaching, and service to the University and/or professional bodies associated either with academic fields or in professional practices connected to employment domains outside the educational sector. These achievements identify individuals who have made demonstrable contributions in at least two of the above areas that are sufficient to identify them as well-launched on their careers and having made significant contributions to their field of expertise.
- c) **Assistant Professor:** An Assistant Professor has some demonstrable achievements, or the promise thereof based on achievement to date, in a combination of scholarship, teaching, and service to the University and/or professional bodies associated either with academic fields or in professional practices connected to employment domains outside the educational sector.
- d) **Senior Instructor:** A Senior Instructor normally holds a Master's degree or equivalent professional accreditation, or professional practice deemed the equivalent of a Master's degree; a combination of five (5) years of satisfactory teaching record and years of professional practice beyond a Master's equivalent, a satisfactory record of service to the University, or the profession, or the community.
- e) **Instructor:** An Instructor normally holds a Master's degree or equivalent professional accreditation, or professional practice deemed the equivalent of a Master's degree, and a demonstrated ability to teach university students effectively upon employment, or after a probationary period.

## ARTICLE 10 TERMS OF FACULTY APPOINTMENT

### 10.1 Terms of Faculty Appointment

There are three types of full-time academic appointments:

- a) Probationary: an appointment that may or may not lead to a continuing appointment (as in 10.1.b).
- b) Continuing: an appointment without term.

- c) Limited term appointments: a full-time appointment with a defined and limited term with no expectation of conversion to a continuing appointment.

**10.2** Initial probationary appointments shall normally be for a period of five (5) years. Based on the process outlined in Article 10.3, and the needs of the University's market, subsequent contracts will normally be awarded with continuing status.

- a) The University may end any probationary appointment at any time during the probationary period. A rejection or ending of probationary appointment during the term of the probationary appointment shall not be considered a dismissal for the purpose of Article 11.
- b) Where a Faculty Member feels he has been aggrieved by the decision of the University to reject or end the probationary appointment, the Faculty Member may appeal the decision through the grievance procedure in Article 23 of this Agreement.

### **10.3 Conversion from Probationary to Continuing Appointment**

- a) A Faculty Member who holds a probationary appointment shall have the right to apply for a continuing appointment within eighteen (18) months prior to the end of his probationary appointment or at an earlier time in exceptional circumstances with the approval of the Vice-President Academic.
- b) An application for continuing appointment shall be made in writing addressed to the Faculty Member's Dean, with a copy to the School Director or equivalent, no later than nine (9) months prior to the end of the Faculty Member's probationary appointment. Before making this application the Faculty Member shall first consult with his School Director or equivalent.
- c) The Faculty Member's application for continuing appointment must include a written statement and a dossier of supportive evidence of the Faculty Member's academic performance in the areas of teaching, research, and service, as is applicable to the Faculty Member's work plan for the period being assessed.
- d) At the time of application, the Faculty Member will provide the Dean with a list containing the names of four rank-ordered referees (i.e., Professor, Associate Professor or equivalent), at least three of whom must be external to RRU and all of whom must be recognized experts in the applicant's field of study, in order to qualify to serve as independent referees. Curriculum Vitae for each proposed referee must be attached. The Dean will obtain references from three referees agreed to by the Faculty Member, at least one of which will be from the list provided by the Faculty Member. The referees will be contacted by the Dean to provide a written confidential assessment of the Faculty Member's qualifications and suitability for a continuing appointment at the University. Copies of these referees' letters will be provided to the applicant with all identification markers removed.
- e) Within three (3) weeks of being notified by a Faculty Member of his intention to apply for continuing appointment, the School Director or equivalent of the Faculty Member's School will solicit the opinions of Faculty in the Faculty Member's program areas as to the applicant's academic qualifications and suitability for a continuing appointment within that program. The results of this solicitation will be provided to the Dean by the Director or equivalent in a written statement along with supporting documentation. A copy of this statement, with names deleted to preserve confidentiality, will be provided to the Faculty Member. In addition, the Faculty Member must submit work plans and performance evaluations to the Dean for those years the applicant worked at the University.

- f) Upon receipt of a completed application and no later than eight (8) months prior to the end of the applicant's probationary appointment, the Dean will convene an Advisory Committee to consider the application. This Committee will consist of three Members, two selected by the Dean, and one elected by, and from, the Faculty of the candidate, as arranged by the Dean.
- g) The Advisory Committee will consider the following information in its deliberations:
  - i) the Faculty Member's application letter and dossier;
  - ii) the Director's (or equivalent's) statement and supporting documentation;
  - iii) the Faculty Member's Work Plans and performance reviews while at the University;
  - iv) letters from the External Referees;
  - v) the immediate and projected viability of the applicant's program.
- h) The Faculty Member will have the right to appear before the Advisory Committee to discuss his application and information brought to the Advisory Committee's attention. The Advisory Committee may also request the Faculty Member to appear before it for the same purposes. The Faculty Member may or may not accept the Advisory Committee's invitation.
- i) The Advisory Committee's deliberation will result in one of two possible courses of action being recommended to the Dean:
  - i) the awarding of a continuing appointment to the Faculty Member;
  - ii) the probationary appointment is not converted to a continuing appointment in which case the Faculty Member's employment at the University will cease at the end of the probationary appointment period.
- j) The Dean will forward the Advisory Committee's recommendation to the Vice President Academic with a recommendation that the decision be either supported or rejected. The Vice-President Academic will forward a recommendation to the President who will decide to accept or reject the recommendation.
- k) In the event that a probationary appointment is not converted to a continuing appointment by the President, the Faculty Member must receive notice from the University no later than six (6) months prior to the end of his probationary appointment. The Faculty Member will have the right to file a grievance concerning the decision not to extend or convert his probationary appointment to a continuing contract under the terms of Article 23.
- l) In a case where a probationary appointment is not converted, the Faculty Member will be expected to fulfill the responsibilities of his position or of another position within the University mutually agreed upon by the Faculty Member and the University. Should the Faculty Member, in the opinion of the University, not perform his duties in a responsible manner during the remainder of the term of the probationary appointment, such non-performance may be considered grounds for earlier dismissal with cause.

- m) In a case where a probationary appointment is not converted, the University will undertake to help the Faculty Member in his transition by supporting outplacement services, agreeing to prospect search and interview time requests, and providing references.

#### **10.4 Limited Term Appointments**

- a) The University and the Faculty Association recognize that it is in the interest of the University to appoint a person at any of the ranks where a person's skill and experience are required only for a limited period of time.
- b) A limited term appointment may be made at any rank:
  - i) to replace a person who is on leave or who has been appointed to an administrative position at the University; or
  - ii) for a term not exceeding five (5) years, or
  - iii) when the funds from which the holder of the appointment will be paid are non-recurring and from sources external to the University.

#### **ARTICLE 11 DISMISSAL WITHOUT CAUSE AND WITH NOTICE**

- 11.1** The University may choose to dismiss a Faculty Member's appointment without cause and with notice for reasons under the following conditions: a drop in program enrolments or changes to the University's business plan, necessitating a reduction in the number of Faculty Members; deletion or modification of a program or discontinuance of a program.
- 11.2** Notice and severance allowances are designed by the University to balance its responsibilities to Faculty, students and program needs. In the event of dismissal without cause and with notice, a Faculty Member shall be given notice of six (6) months or salary in lieu of notice and an additional month's notice or salary in lieu for each and every completed year of employment with the University to a maximum of twelve (12) months' notice or salary in lieu (inclusive of the minimum six (6) months' notice or salary in lieu). The Faculty Member shall choose to receive notice, salary in lieu, or a combination thereof.
- 11.3** If the University intends to dismiss a Faculty Member's continuous appointment pursuant to the provisions of this article, the University may give consideration to:
- a) placement of the Faculty Member in a position within the University commensurate with the Faculty Member's academic training, experience and abilities; or
  - b) making reasonable offers of retraining where it is probable that such training will enable a Faculty Member who is sufficiently qualified for a position at the University to become fully qualified. The University is not obligated to spend more on retraining and salary during the training of the Faculty Member than the University would spend on that Faculty Member in giving appropriate notice and severance.
- 11.4** The Faculty Member shall be entitled to receive the reasons for the dismissal without cause prior to the recommendation on dismissal without cause and with notice from the President to a Committee of the Board of Governors. Upon receipt of the reasons and prior to any recommendations from the President to a Committee of the Board of Governors, the Faculty Member will be entitled to an opportunity to respond to the reasons

provided by the President either in person or in writing. The Faculty Member will be entitled to be represented by the Faculty Association.

**11.5** Upon receipt of a decision of the Committee of the Board of Governors that the recommendation on dismissal without cause and with notice has been approved, the Faculty Member may either accept the dismissal decision and the notice or salary in lieu, referred to in Article 11.2, or initiate a grievance pursuant to Article 23.

**11.6** A Faculty Member who accepts the notice of salary in lieu referred to in Article 11.2 acknowledges that he shall not be entitled to any other notice, severance pay, damages or any other payment of any kind whatsoever in connection with the dismissal of his employment, nor shall he be entitled to initiate a grievance pursuant to Article 23.

## **ARTICLE 12 RESIGNATION**

**12.1** A Faculty Member who resigns from the University must provide at least thirty (30) calendar days notice.

## **ARTICLE 13 PROMOTION**

**13.1** Promotion from one Faculty rank to another shall be based upon a Faculty Member's contribution over a period of time to his discipline or academic field of study, or a contribution to a professional field of practice, program/School/Faculty, and to the University/Community, taking into account the criteria and weightings established pursuant to 13.2 and existing rank.

**13.2** Factors to be used in assessing the suitability of a Faculty Member for promotion normally shall include, but are not limited to:

- a) Teaching:** Factors that will be considered include but are not limited to: course work and directly related activities; supervision of the work of undergraduate and graduate students; participation in seminars and colloquia; development of innovative methods in teaching and other contributions to the teaching activities of the University. The written opinions of learners and/or fellow Faculty Members shall be sought.
- b) Research:** Factors that will be considered include but are not limited to: research productions in academic or professional communities; the publication of books, monographs, and contributions to edited books; papers in refereed, peer-reviewed and non-refereed journals; scholarly papers delivered at professional and academic meetings and academic conferences; participation in panels, editorial and refereeing duties; research conducted in the context of professional practice, including consulting and community activities. The quality and originality of work shall be evaluated.
- c) Service:** Service includes internal and external activities related to the research and teaching functions of the University. Factors that will be considered include but are not limited to: participation in University, Faculty and School committees; and work done for the Faculty Association and recognized under Article 6.5 (Membership and Recognition); service in professional organizations; general administrative duties; new course/program development; community service where the individual has made an essentially non-remunerative contribution by virtue of special academic competence.

**13.3** Promotions Committee: There will be one Promotions Committee for the University established annually made up of five (5) Faculty Members all of whom will be from the

Professor or Associate Professor rank. Three Members will be selected by the Deans, for one (1) or more years. One member shall be elected by the Faculty Members of the two constituent Faculties with staggered two-year terms. The Committee will name one of these five persons as Chair.

**13.4** Promotions Procedures: An application for promotion must be made in writing addressed to the Faculty Member's Dean, with a copy to the School Director or equivalent, no later than September 30<sup>th</sup> of any year. Before making this application, the Faculty Member shall first consult with his Director or equivalent.

- a) The Faculty member's application for promotion must include a written statement and a dossier of supporting evidence of the applicant's academic performance in the areas of teaching, research, and service. The Faculty Member shall supply the Promotions Committee with whatever material and information he or she deems necessary to support his application for promotion.
- b) At the time of application, the Faculty Member will provide the Dean with a list containing the names of four rank-ordered referees (i.e., Professor, Associate Professor or equivalent), at least three of whom must be external to RRU and all of whom must be recognized experts in the applicant's field of study, in order to qualify to serve as independent referees. Curriculum Vitae for each proposed referee must be attached. The Dean will obtain references from three referees, agreed to by the Faculty Member, at least one of which will be from the list provided by the Faculty Member. The referees will be contacted by the Dean to provide a written confidential assessment of the Faculty Member's qualifications and suitability for a promotion at the University. Copies of these referees' letters will be provided to the applicant with all identification markers removed.
- c) Within three (3) weeks of being notified by a Faculty Member of his intention to apply for a promotion, the School Director or equivalent of the Faculty Member's School will solicit the opinions of Faculty in the Faculty Member's program areas as to the applicant's academic qualifications and suitability within that program. The results of this solicitation will be provided to the Dean by the Director (or equivalent) in a written statement along with supporting documentation. A copy of this statement, with names deleted to preserve confidentiality, will be provided to the Faculty Member. In addition, the Faculty Member must submit work plans and performance evaluations to the Dean for those years the applicant worked at the University.
- d) The Promotions Committee will consider the following information and evidence in its deliberations:
  - i) the applicant's letter of application and dossier;
  - ii) the Director's (or equivalent's) statement and supporting documentation;
  - iii) the applicant's work plans and performance reviews while at the University;
  - iv) letters from the external referees.

**13.5** The applicant being considered for promotion shall have an opportunity to meet at least once with the Promotions Committee. The Promotions Committee may also request the applicant to appear before it, giving the applicant at least seven (7) days' advance notice. The applicant may or may not accept the Promotions Committee's invitation.

- 13.6** The Promotions Committee shall evaluate the application and supporting evidence and shall make its recommendation to the Dean and inform the Faculty Member of its recommendation. The recommendation of the Dean shall be transmitted in writing to the Faculty Member and to the Vice-President Academic. If the Dean cannot make a positive recommendation as a result of the Promotions Committee's deliberations, he shall so inform the Faculty Member of the area(s) of concern.
- 13.7** The Vice-President Academic shall either accept or overturn the recommendation of the Dean and shall transmit his written recommendation, together with reasons to the Faculty Member, the Dean, and President.
- 13.8** If the Vice-President Academic (VPA) recommends to the President a denial of promotion, the Faculty Member has thirty (30) days to provide a written statement to the President specifying irregularities or defects in the process that are sufficient to cause the President to overturn the VPA's recommendation.
- 13.9** The President may overturn the Vice-President Academic's recommendation, confirm the VPA's recommendation, or refer the file back for reconsideration by the succeeding year's Promotions Committee. The President shall transmit his decision in writing, together with reasons to the Faculty Member, the Dean, and Vice-President Academic.
- 13.10** A Faculty Member receiving a promotion in rank shall receive either the new floor for the rank assigned, or an increase of 1.8% on the salary paid to the Faculty Member prior to the promotion, whichever is greater. The increase in salary will be applied to the Faculty Member's base salary on April 1 of the year following the application and before any other salary increases are applied.
- 13.11** This Article takes effect on September 1, 2007.

## **ARTICLE 14    WORKLOAD**

- 14.1** Workload: Workload for Faculty Members will be determined by the Dean annually in consultation with the appropriate School Director or equivalent and the Faculty Member. It will be based on institutional needs, requirements, and priorities and will seek to optimize the Faculty member's teaching strengths. Workload consists of three components: teaching, research, and service. The normal distribution of workload between these components for Members in the Assistant, Associate and Professor rank is: forty percent (40%) teaching, forty percent (40%) research, and twenty percent (20%) service. For Faculty Members in the Instructor ranks, the workload consists of two components: teaching and service. The distribution of workload between these components is: seventy percent (70%) teaching and thirty percent (30%) service. These ratios may be varied with the prior approval of the Dean.
- a)** Teaching: The normal teaching load for Faculty Members not in the Instructor ranks consist of a total of sixteen (16) credit hours of course instruction per year, with instructor ranks assigned commensurate credit hours modified by the Dean to recognize the particularities of each instructor's work context. The credit value of a course (excluding individual projects such as OCPs, major projects and theses) is that which appears in the calendar. The total credit value of a team-taught course will be shared as appropriate among team members. Course preparation, outlines, annual revisions, supervision, student consultation and grading are considered normal parts of teaching load and course delivery. Deviations from a normal teaching workload may be permitted by the Dean, subject to institutional needs, requirements, and priorities.

- b) Once the teaching workload has been determined, it shall be the responsibility of the Faculty Member to carry out the assigned teaching duties. A Faculty Member's teaching workload may vary from year to year in recognition of the needs of the University and when possible to reflect the interest and teaching strengths of the Faculty Member. These variations will be taken into account by the Dean when assigning teaching workload. The Dean will attempt to ensure that the teaching workloads of Faculty Members are as fair and equitable as is reasonably possible both within the academic unit and across the Faculty.
- c) Research: The forty percent (40%) research contribution of each Faculty Member will be determined by measurable outcomes such as grants awarded, publications in peer review journals, books, chapters in books, etc. Deviation from a normal research workload may be permitted by the Dean, subject to institutional needs, requirements and priorities.
- d) Service: Service includes but is not limited to membership and contributions to university committees, new course/program development, coordination and administration, community outreach, and academic professional service as outlined above. Deviations from a normal service workload may be permitted by the Dean, subject to institutional needs, requirements, and priorities.
- e) Administrative Appointments: Administrative appointments are considered service to the University. Faculty Members who hold administrative appointments will receive relief from their teaching and research obligations for the duration of their appointment at a level to be determined by the Dean.

## **ARTICLE 15 OUTSIDE PROFESSIONAL ACTIVITIES**

**15.1** Notwithstanding the fact that Faculty Members are full-time employees of RRU, it is recognized by both Parties that there are circumstances where professional activities outside the Faculty Member's regular University duties, on both a remunerative and non-remunerative basis, can bring mutual benefits in terms of capacity enhancement and reputation. The University, therefore, agrees that Faculty Members may, in appropriate circumstances, engage in outside professional activities, provided that in the University's opinion these activities do not conflict or interfere with the Faculty Member's primary obligations, duties, and responsibilities to the university as defined in this Agreement; and provided that such activity can be made by virtue of the Faculty Member's area of specialized academic research and/or training, or that is of value in maintaining or developing the Faculty Member's academic competence.

**15.2** Faculty Members may engage in outside professional activities subject to the following conditions:

- a) A Faculty Member shall obtain prior approval, which may not be unreasonably withheld, from the Dean before undertaking paid outside professional activity.
- b) When a Faculty Member's outside activities involve the use of University facilities, supplies or services, their use shall be subject to the prior approval of the Vice-President Academic. Costs for the use of such facilities, supplies, or services shall be borne by the Faculty Member at prevailing rates set by the University, unless the University agrees to waive all or part of such costs.
- c) The name of the University shall not be used in any related professional activity unless agreed, in writing, by the Vice-President Academic, although nothing shall prevent the Faculty Member from stating the nature and place of his employment, and title(s) in



connection with related professional activities, provide that he shall not purport to represent the University or to speak for it or to have its approval unless that approval has been given in writing.

- d) Where such activities are performed by the Faculty Member during the Faculty Member's usual days and hours of work, the Faculty Member may be required to reimburse the University for time taken.
- e) Upon the request of the University a Faculty Member shall submit a written report of all professional activities for any period of time to the Vice-President Academic through his Dean.

## **ARTICLE 16 INTELLECTUAL PROPERTY**

- 16.1** In consideration of the fact that the University is in the process of developing a general policy on intellectual property, at the date of the signing of this Agreement the Parties agree that upon the approval of the Board of Governors of the University's policy on intellectual property, that the Vice-President Academic and the President of the Faculty Association will sign a Memorandum of Agreement incorporating the University's policy on intellectual property into this Agreement.

## ARTICLE 17 FACULTY COMPENSATION FRAMEWORK

April 1, 2006 – March 31, 2010

### Salary Schedule Effective April 1, 2006 (2% Economic and 1% Market Adjustments)

	<b>Floor</b>	<b>Max</b>
Professor	\$82,400	\$110,416
Associate Professor	\$70,000	\$95,000
Assistant Professor	\$48,000	\$75,000
Senior Instructor	\$45,000	\$60,000
Instructor	\$40,000	\$55,000

### Salary Schedule Effective April 1, 2007 (2% Economic and 1% Market Adjustments)

	<b>Floor</b>	<b>Max</b>
Professor	\$84,872	\$113,728
Associate Professor	\$72,100	\$97,850
Assistant Professor	\$49,440	\$77,250
Senior Instructor	\$46,350	\$61,800
Instructor	\$41,200	\$56,650

### Salary Schedule Effective April 1, 2008 (2% Economic and 1% Market Adjustments)

	<b>Floor</b>	<b>Max</b>
Professor	\$87,843	\$117,709
Associate Professor	\$74,624	\$101,275
Assistant Professor	\$51,170	\$79,954
Senior Instructor	\$47,972	\$63,963
Instructor	\$42,642	\$58,633

### Salary Schedule Effective April 1, 2009 (2% Economic and 1% Market Adjustments)

	<b>Floor</b>	<b>Max</b>
Professor	\$90,917	\$121,829
Associate Professor	\$77,235	\$104,819
Assistant Professor	\$52,961	\$82,752
Senior Instructor	\$49,651	\$66,202
Instructor	\$44,134	\$60,685

The University and the Faculty Association recognize that salaries above floors may need to be offered in a competitive environment.

### **17.1 Progression in a Salary Range**

Faculty are eligible for consideration for progression in the salary range they occupy if they have been at their current salary level for one (1) year and have demonstrated successful performance of the responsibilities of the Faculty Member's position.

The Dean of the Faculty will, no later than March 15<sup>th</sup> annually, prepare progression decisions for each eligible Faculty Member. Approved progression decisions will be effective the forthcoming April 1<sup>st</sup>.

The Dean may approve progression from 0% to 3% of the Faculty Member's base salary. The Dean will take into account all the information used in the yearly evaluation of performance in making decisions with respect to salary progression. The aggregate cost of progression in a salary range will not in any one (1) fiscal year exceed 1.8% of the total annual cost of base salaries for Faculty covered by this agreement and eligible for progression in a salary range. As a guideline, fully satisfactory performance in all areas of responsibility normally would result in a recommendation of 1.5%.

### **17.2 Professional Development**

The University encourages Faculty Members to pursue professional development activities in order to remain at the forefront of their respective disciplines. In order to underscore this encouragement the University will make available a Personal Professional Development Fund and Professional Development Pool, but would expect Faculty Members to also seek outside sources of funding to support their professional development activities.

### **17.3 Personal Professional Development Fund**

Effective April 1, 2006 and each April 1<sup>st</sup> thereafter for the duration of this agreement, each full-time Faculty Member will have \$1,200 deposited in their Personal Professional Development Account.

The Personal Professional Development Account is for the exclusive use of the Faculty Member and may be utilized during the fiscal year or carried over from fiscal year to fiscal year to a maximum of \$3,600. The Personal Professional Development Fund is not transferable.

The Personal Professional Development Fund is to be used to support activities, or the acquisition of materials that has received the prior approval of the Dean. The Dean of the Faculty has the final authority regarding the utilization of the Personal Professional Development Fund when he has sufficient reason to believe the fund is being used inappropriately. The Dean will provide his reasons in writing to the Faculty Member.

### **17.4 Professional Development Pool**

A Professional Development Pool will be created as follows:

- a) Beginning April 1, 2006, for each full time Faculty Member the amount of \$2,500 will be placed in the Professional Development Pool, annually on April 1<sup>st</sup>. The Professional Development Pool will be reduced annually by \$2,500 for each full time Faculty Member who is receiving the Learning Facilitation Certificate (LFC) Allowance on April 1<sup>st</sup>.
- b) Effective April 1, 2006, the LFC program is no longer available. LFCs in effect as at April 1, 2006 will expire on March 31, 2010.
- c) The Professional Development Pool is a consolidated account solely for the use of full-time Faculty for all expenses related to scholarly advancement, including travel

expenses, attendance at conferences and travel and related expenses for research activities.

- d) To be eligible for consideration for pool monies, each full-time Faculty Member will be required to submit an annual professional development/research plan and application for funds from the Pool by February 15<sup>th</sup> for review by a panel consisting of the Deans of each Faculty, the Associate Vice-President Research and three Faculty Members, with a minimum of one Faculty Member from each of the Faculties, as appointed by the Faculty Association. The panel will decide which applications will be approved, reduced, or rejected.
- e) An individual Faculty Member may combine approved funds from his/her Personal Professional Development Fund with approved funds from the Professional Development Pool.
- f) Reimbursement of claimed expenses will be made for expenses consistent with the approved application for Professional Development Pool funds and in accordance with the University policy on expense allowances #FN 2-04.
- g) An amount of \$20,000 shall be allocated by the Faculty Association to a maximum of fifteen (15) Faculty Members who have commenced, but not completed work on the LFC. The \$20,000 shall be withdrawn from the 2006-2007 Professional Development Pool. The President of the Faculty Association shall provide the VPA with a compilation of summary statements prepared by each recipient of his progress towards the LFC for allocation of the \$20,000. The Vice-President Academic shall then approve payment to these individuals.

#### **17.5 Eligible Expenses**

Subject to the prior approval of the appropriate Dean the following expenses incurred by the member on his own behalf for professional development purposes are eligible to be reimbursed upon the presentation of receipts:

- a) travel and associated expenses related to meetings, conferences, study leave or other similar professional activities;
- b) registration fees and other expenses for meetings of learned societies, other professional organizations, workshops, seminars and similar activities;
- c) membership fees in learned societies and professional organizations;
- d) fees and subscriptions for scholarly journals and books;
- e) expenses directly associated with teaching responsibilities or current active research or professional programs, which includes equipment such as computer hardware and software.
- f) The Professional Development Reimbursement is subject to Canada Revenue Agency approval.

#### **17.6 Bonus Provisions**

The bonus provisions (exceptional performance recognition) contained in the previous Compensation Framework are discontinued as of March 31, 2006.

In consideration of the bonus provisions being discontinued each full time Faculty Member will receive a one-time sum of \$2,039 for each full year of service (pro-rated for part year) during the period the bonus plan was not applied starting on April 1, 2003 and

ending March 31, 2006. The one-time sum will be paid on June 30, 2006. Acceptance of this one-time sum by a Faculty Member eliminates any past, present or future obligation arising from the bonus provisions contained in the Faculty Compensation Framework that preceded this agreement.

**17.7 March 31, 2006 Approved Four (4) Year Agreement Incentive**

If the collective agreement is concluded by March 31, 2006 and ratified by PSEC, UPSEA, the University and the Faculty Association, each full-time Faculty Member employed on March 31, 2006 will receive, on the first payday in April, in a lump sum minus employee and employer deductions an amount equal to the amount provided by PSEC divided by the number of full-time Faculty Members employed March 31, 2006 (e.g., \$132,000.00/39 = \$3,384).

**17.8 Fiscal Dividend Policy**

Approved agreements that extend through the 2009/10 fiscal year will qualify employees covered by the agreement for receipt of a dividend if a dividend is declared in the 2009/10 fiscal year in accordance with the Fiscal Dividend Policy. (Note: We have been advised this dividend could range from \$0 - \$1,000, subject to the provincial budget surplus in 2009/10 and the number of eligible employees.)

**ARTICLE 18 BENEFITS**

**18.1 Medical Services Plan (MSP)**

The University shall pay one hundred percent (100%) of the monthly premium for coverage under the Medical Services Plan of British Columbia. Coverage and eligibility shall be governed by the terms of the Medical Services Plan of British Columbia. This shall be a taxable benefit to the employee.

**18.2 Extended Health**

The University shall maintain an Extended Health Plan and shall pay one hundred per cent (100%) of the monthly premiums for the following benefits:

- a) Extended Health Care Benefits (80% Co-insurance for Drugs, Vision Care, Paramedical, and Professional Services; 100% Co-insurance for Emergency Out-of-Country/Travel Insurance).
- b) Dental Care (100% Basic and Supplementary basic; 75% Major and Supplementary Major and 50% Orthodontics) – for the employee, spouse and dependent children.
- c) Term Life Insurance of two times (2x) annual salary in the event of Employee's death, and Accidental Death & Dismemberment of two times (2x) annual salary.
- d) Long Term Disability Insurance to a maximum of two-thirds (2/3) of Employee's monthly earnings (qualifying period of seventeen (17) weeks).

**18.3 Vision**

The University shall provide a Vision Care Plan that will cover employees and their family members for 80% of the cost of an eye exam each year, as well as purchase of or repair of prescription eyeglasses or contact lenses to a maximum of one hundred dollars (\$200.00) during any two (2) calendar years.

**18.4 Dental Plan**

The University shall maintain the following dental plan and shall pay one hundred percent (100%) of the monthly premiums.

**PLAN A:** Basic dental services – Plan pays one hundred percent (100%) of items covered such as extractions and fillings.

**PLAN B:** Crowns, Bridge and Dentures – Plan pays fifty percent (75%). Note: The Plan pays a maximum of \$1500 per calendar year for combined services in PLAN A and PLAN B.

**PLAN C:** Orthodontic – Plan pays fifty percent (50%) of services for employees and dependent children up to a lifetime maximum of one thousand five hundred dollars (\$1500.00) per person.

**18.5 Group Life and Accidental Death & Dismemberment (AD&D) Insurance**

The University shall maintain Group Life and Accidental Death & Dismemberment Insurance Plans and shall pay one hundred percent (100%) of the monthly premiums. The University shall also offer Optional Life insurance (employee and/or spousal coverage) with premiums one hundred percent (100%) employee paid.

**18.6 Long Term Disability (LTD)**

The University shall maintain a Long Term Disability (LTD) plan. It shall be mandatory for employees to enrol in and maintain coverage under the LTD plan. The Faculty Member shall cover the cost of one hundred percent (100%) of the monthly premiums.

**18.7 Employee Assistance Program (EAP)**

The University shall maintain an Employee Assistance Program (EAP) and shall pay one hundred percent (100%) of the monthly premiums.

**18.8 Pension**

All Faculty Members will be required to join the College Pension Plan.

**18.9 Liability Insurance**

The University shall maintain appropriate liability insurance covering Faculty Members in the course of exercising their duties.

**18.10 Continuation of Benefits During Work Stoppages**

In the event of a lawful strike or lockout, the University agrees that health and welfare benefits, excluding pension or group RRSP contributions, will be continued in accordance with the terms of section 62 (1) and 62 (2) of the Labour Relations Code; that is: coverage will continue only if the Faculty Member or the Faculty Association pays one hundred percent (100%) of the benefits premiums, within payment schedule set by the benefits carrier.

**18.11 Tuition Assistance**

Tuition assistance may be available to regular Faculty Members who have completed one (1) year of employment.

**a) RRU Programs:**

Upon application to the Vice-President Finance and Corporate Services, and subject to annual budget limitations, fifty percent (50%) of the tuition fee will be waived for eligible Faculty Members who have been accepted into a degree, diploma or certificate program at Royal Roads University. The tuition waiver does not apply to books, materials or other program fees. Where an employee receives credit for courses taken previously at Royal Roads University or elsewhere, the tuition support will be adjusted accordingly (i.e. will remain as 50% of tuition actually payable, not the program cost). Employees are required to use their accrued vacation time for Royal Roads University residency periods.

**b) Application Procedures:**

- i) Employees should apply for tuition assistance to the Vice-President Finance and Corporate Services at the same time that application is made for admission to a program.
- ii) Repayment of the amount of waived tuition will be required on a pro-rata basis if the employee resigns from employment at the University during the program or in the thirty-six (36) month period following completion of the program. The repayment requirement will be reduced by one thirty-sixth (1/36) for each month worked following the scheduled end of the degree, diploma or certificate program.

**ARTICLE 19 STATUTORY HOLIDAYS**

**19.1** The University recognizes the following days as Statutory Holidays:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
British Columbia Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**19.2** The University will be closed for these holidays and Faculty Members scheduled to work these days will be paid in accordance with the Employment Standards Act.

**19.3** When a day designated as a statutory holiday coincides with a Faculty Member's day of rest, the statutory holiday normally will be moved to the first working day following the day of rest.

**ARTICLE 20 CONFLICT OF INTEREST AND REASONABLE APPREHENSION OF BIAS**

**20.1 Definitions Applicable to this Article**

For the purposes of this Article:

- a) **immediate family member:** means a spouse, partner, parent, child or sibling;
- b) **next level of authority:**
  - i) in the case of academic unit committees or other academic unit matters, the Dean of the Faculty;
  - ii) in the case of a Faculty Committee or other Faculty matter, the Vice-President Academic;
- c) **person:** includes a corporation where the Member is an officer, director or owns a controlling interest in the corporation;

- d) **professional relationship:** includes:
  - i) the relationship of co-authors of a book, journal, conference article or similar substantial scholarly publication; and,
  - ii) the relationship of being co-investigators on a substantial research project.
- e) **reasonable apprehension of bias:** has the meaning described in Article 20.10.

## 20.2 Application of this Article

This Article applies to:

- a) participation of Faculty Members and others in any recommendation or decision or the process leading to such a recommendation or decision to which this Agreement applies;
- b) the participation of Faculty Members in matters pertaining to the financial or property interests of the University; and
- c) the use of confidential information acquired by a Faculty Member in the course of his employment at the University that is personal information with regard to other employees of the University or information that was intended to remain confidential to the University.

## 20.3 Scope of Conflict of Interest

- a) An actual or potential conflict of interest arises when a person is in a situation where his or her personal, financial or professional interest, or that of an immediate family member or of a person with whom there exists, or has recently existed, a personal, intimate relationship, conflicts, or appears to conflict with his responsibility to the University or the person's participation in any recommendation or decision within the University or the process leading to such a recommendation or decision.
- b) A conflict of interest does not arise where:
  - i) Members participate in negotiations with regard to salary, benefits or terms of employment on behalf of the Faculty Association, themselves or other Faculty Members;
  - ii) the interest of the Faculty Member and any benefit to the Faculty Member is only as part of the advancement of the interests of the Faculty Member's academic unit or the University as a whole.

## 20.4 Obligation to Disclose

A person who becomes aware that he has an actual or potential conflict of interest must disclose such conflict of interest to the next level of authority. Disclosure must take place before the person participates in any meeting or other process at which the subject matter of the conflict of interest will be considered.

## 20.5 Allegation of Conflict of Interest

Where any person alleges in a signed statement that a Faculty Member's participation in any recommendation or decision or process leading to such a recommendation or decision to which this Agreement applies gives rise to a conflict of interest, the allegation must be reported in writing to the next level of authority who shall forward a copy of the signed



allegation to the person alleged to have a conflict of interest with an invitation to submit a response.

#### **20.6 Determination of Whether a Conflict of Interest Exists**

Where an actual or potential conflict of interest has been disclosed or reported to the next level of authority, the latter shall determine whether a conflict of interest exists and an appropriate manner to deal with that conflict of interest.

#### **20.7 Abstention where Conflict of Interest Exists**

- a) Where a person has a conflict of interest, he shall refrain from participating in making any recommendation or decision that directly and preferentially benefits his personal, financial or professional interest, or the personal financial or professional interest of an immediate family member or of an individual with whom the person has or has recently had a personal, intimate relationship. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the conflict will be discussed.
- b) Without limiting the generality of the foregoing, unless specifically authorized by the Vice-President Academic or designate, after full written disclosure of the conflict, a person shall not, with University funds or with funds administered by the University, knowingly authorize the purchase of equipment, supplies, services or real property from a source with which the person, or a member of the person's immediate family or of an individual with whom the person has or has recently had a personal, intimate relationship, has a material financial interest.

#### **20.8 Relationships with Students**

- a) Conflicts of interest with regard to the relationships between students and Faculty Members are defined in Appendix G to this Agreement.
- b) Faculty Members shall not accept additional remuneration for tutoring a student enrolled in the University where such tutoring relates to the student's course or program at the University.

#### **20.9 Waiver of Conflict of Interest**

- a) Where the circumstances of a conflict of interest are unlikely to have an impact on the interests of another Faculty Member or the University, the Vice-President Academic may, on behalf of the University, waive a conflict between the University's interest and the person who has the conflict of interest. When a conflict of interest has been waived under this Article, the conflict of interest is deemed to no longer exist.
- b) Examples of where it may be appropriate for the Vice-President Academic to waive a conflict of interest on behalf of the University include circumstances where the conflict of interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Faculty Member.

#### **20.10 Reasonable Apprehension of Bias**

- a) A Faculty Member who has an apprehension that a person who is a member of a University committee or a participant in a decision-making process concerning the Faculty Member is either biased or has prejudged the issue to be determined may

request, in writing, that the next level of authority determine whether the Faculty Member's apprehension constitutes a reasonable apprehension of bias.

- b) A reasonable apprehension of bias exists when a reasonable person, who is informed of the facts upon which the apprehension is based and without any knowledge of the character of the individuals other than their past or present relationship, would conclude that the Faculty Member's apprehension is a reasonable apprehension founded on facts. A determination that there is a reasonable apprehension of bias does not mean that the person is in fact biased.
- c) Where the next level of authority receives a written request for a determination of whether there is a reasonable apprehension of bias, the next level of authority shall forward a copy of the request to the person about whom the apprehension exists and invite that person to submit a response.

#### **20.11 Determination of Whether a Reasonable Apprehension of Bias Exists**

Where a written allegation of apprehension of bias has been made to the next level of authority, the latter shall determine whether there is a reasonable apprehension of bias as defined by this Article.

#### **20.12 Abstention**

Where the next level of authority determines that a reasonable apprehension of bias exists, the person with regard to whom such apprehension exists shall refrain from further participation in the making of any recommendation or decision or participating in the process leading to a recommendation or decision concerning the applicant or candidate. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the conflict will be discussed.

### **ARTICLE 21 GENERAL LEAVE**

#### **21.1 Vacation Leave**

- a) Newly hired Faculty will be entitled to twenty (20) days of paid vacation annually during the first three (3) years of appointment; to twenty-two (22) days annually after three (3) years of employment; and to twenty-five (25) days annually after six (6) years of employment. Vacation will be accrued at the rate of one-twelfth (1/12) of the annual entitlement per month.
- b) The vacation year shall mean the twelve (12) month period from April 1 to March 31, to coincide with the fiscal year. Accrual of service commences on the first day of employment. Faculty Members may utilize vacation credits in advance of earning them with the understanding that upon termination of employment the value of any unearned vacation credits taken will be reimbursed to the University.
- c) A Faculty Member terminating prior to using all banked vacation and proportionate amount of the regular vacation year entitlement shall be paid out at the Faculty Member's current salary rate on the final pay.
- d) A Faculty Member's accumulated vacation entitlement shall not exceed the equivalent of two (2) years of entitlement at the Faculty Member's current rate of entitlement hours (i.e. – twenty (20) days entitlement= forty (40) days maximum may be accrued). Excess accrual will be paid out as salary.

- e) Scheduling and approval of the taking of vacation is the responsibility of the Dean in consultation with the Faculty Member. The utilization of vacation credits shall be recorded by forwarding the completed and approved Leave Request form to the Payroll department prior to taking the time off for entry into the payroll system.

## **21.2 Sick Leave**

- a) Full-time Faculty Members will earn one and one-half (1½) sick days per month worked.
- b) A Faculty Member should report absence due to sickness or disability to the Dean or designate as soon as possible or should have someone do so on their behalf. Upon return to work the Faculty Member is required to complete the University's sick leave reporting form, obtain signature approval from the Dean or designate, and forward on to payroll for processing purposes.
- c) For any absence due to sickness or disability in excess of three (3) consecutive working days, the Faculty Member is required to provide medical proof of sickness satisfactory to the University. Failure to do so will result in the absence being treated as leave without pay.
- d) Where no one other than the Faculty Member can provide for the medical needs of an immediate family member during an unforeseen illness, the Faculty Member is entitled to use one (1) day of sick leave. A maximum of five (5) days of sick leave, from the Faculty Member's sick leave accrual, per fiscal year may be taken. For the purposes of this Article, an immediate family member shall be defined as a parent, child or spouse permanently residing with the Faculty Member.

## **21.3 Bereavement Leave**

- a) A Faculty Member, not on leave of absence without pay, requiring bereavement leave, will, on request, be granted up to five (5) working days' bereavement leave at the Faculty Member's regular rate of pay in the case of death of a member of the Faculty Member's immediate family.
- b) For purposes of this Article, immediate family is defined as a Faculty Member's parent, step-parent, spouse, child, step-child, brother, sister, father or mother in-law, grandparent, grandchild, son or daughter in-law and any other relative permanently residing in the Faculty Member's household or with whom the Faculty Member permanently resides.
- c) In the event that the Faculty Member is required to travel more than three hundred (300) kilometres from the campus, the paid bereavement leave will normally not exceed seven (7) working days, except where the University determines that special circumstances warrant an extension.
- d) Upon application to the Dean or designate, an amount of time up to a maximum of one-half (1/2) day leave of absence, without deduction of pay, to attend a funeral or memorial service of a personal friend or family member not covered in the list above may be granted. The half-day may be extended to a full day if the Faculty Member has a significant role in arranging or conducting the service or ceremony, for example as a pallbearer.

- e) The Dean or designate may require the Faculty Member to provide proof or further information. The Faculty Member will request approval for this type of leave from the Dean or designate. The Faculty Member should then submit an approved Leave Request Form to Payroll.

#### **21.4 Court Appearances**

- a) The University will grant paid leave to a full-time Faculty Member, other than a Faculty Member on leave without pay, who is to serve as a juror or a subpoenaed witness in a court action, provided such court action is not occasioned by the Faculty Member's private affairs.
- b) In cases where a Faculty Member's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- c) A Faculty Member earning regular pay while serving at court shall remit to the University all monies paid by the court, except travelling and meal allowances.
- d) Time spent at court by a Faculty Member in official capacity shall be at the regular rate of pay.
- e) Court action arising from employment with the University, requiring attendance at court, shall be with pay provided that it is in response to a subpoena.
- f) In the event an accused Faculty Member is jailed pending a court ruling, such leave of absence shall be without pay and benefits. In the event that the Faculty Member is found guilty and sentenced to incarceration for less than one (1) year, leave of absence without pay or benefits may be granted. It is understood that if the Faculty Member has committed an offence against the University or if the offence would affect them in the performance of their duties, this Article would not apply.
- g) The Faculty Member should advise his Dean or designate as soon as the Faculty Member becomes aware that such leave is required. The Faculty Member must return to work immediately if excused from jury duty or from appearing as a witness for the day.
- h) The Faculty Member will request approval for this type of leave from the Dean or designate. The Faculty Member should then submit an approved Leave Request Form to Payroll.

#### **21.5 Flood or Fire**

- a) A Faculty Member will be granted a paid leave of up to one (1) day in the case of a serious fire or flood in the Faculty Member's household.
- b) The Faculty Member will request approval for this type of leave from the Dean or designate. The Faculty Member should then submit an approved Leave Request Form to Payroll.

#### **21.6 General Leave**

- a) The University may grant a leave of absence without pay to a Faculty Member requesting such a leave for emergency or unusual circumstances, or for any other reason which, in the sole opinion of the University, is a valid reason. This may also include a Compassionate Leave. Such requests should be in writing and should be approved by the Faculty Member's Dean or designate, the Manager, Human Resources and Organizational Development and the appropriate Vice-President. Approval should not be unreasonably withheld but the University has the right to have its operational needs take priority when considering a request.
- b) Where the approved leave of absence is in excess of twenty (20) consecutive calendar days, the University will only maintain the benefits normally paid for on behalf of that Faculty Member for the balance of the month in which the leave commences. Thereafter, the University will only continue such benefit coverage as allowed for by insurance carrier rules and only if the Faculty Member pays to the University the amount owing to cover the continuing benefit coverage during the balance of the approved leave.
- c) During the unpaid leave of absence, the Faculty Member will not earn vacation or sick leave credits. Leave of absence will not normally be approved for more than one (1) year.
- d) The Faculty Member will request approval for this type of leave from the Dean or designate. Once the Dean or designate, the Manager, Human Resources and Organizational Development and the appropriate Vice-President have also signed off on the general leave, the Faculty Member should then submit the approved Leave Request Form to Payroll.

### **21.7 Moving Day**

- a) A Faculty Member will be granted a paid leave of up to one (1) day per year to move the Faculty Member's household.
- b) The Faculty Member will request approval for this type of leave from the Dean or designate. The Faculty Member should then submit an approved Leave Request Form to Payroll.

### **21.8 Maternity Leave Policy**

- a) **Documentation**  
In addition to the applicable sections of the Employment Standards Act, Faculty Members who are not on leave of absence are eligible for this benefit. In order to qualify for maternity leave, a female Faculty Member must:
  - i) Submit to the University an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the leave; and,
  - ii) Submit to the University a certificate from a qualified medical practitioner certifying that the Faculty Member is pregnant and specifying the estimated date of the birth of the child.
- b) **Length of Leave**  
Upon receipt of this application, the University shall grant maternity leave to the Faculty Member consisting of:

- i) A maximum of seventeen (17) consecutive weeks of maternity leave, without pay, which may commence no sooner than eleven (11) weeks prior to the predicted birth of the child; and,
- ii) If, for reasons related to the birth of the child as certified by a doctor, the Faculty Member is unable to return to work, a further unpaid leave of absence not exceeding six (6) consecutive weeks.

**c) Top Up and Bridging Benefits**

Top up and bridging benefits will only apply to those Faculty Members who, due to their term of employment will satisfy the 'return to work' criteria set out in this Article. During the period of maternity leave, a Faculty Member who has applied for and received Employment Insurance Benefits pursuant to the Employment Standards Act is entitled to a maternity leave allowance as follows:

- i) 100% of the basic gross earnings for the initial two (2) weeks of maternity leave; and,
- ii) for any further period during which the Faculty Member is collecting Maternity Employment Insurance benefits, the Faculty Member shall receive payments equivalent to the difference between 95% of the weekly salary and the amount of Employment Insurance earnings the Faculty Member is receiving. Top up and bridging benefits will apply to only one of either Maternity or Parental Leave, but not both.

**d) Pension/Benefits While on Maternity Leave**

- i) Pension/Benefits will only apply to the extent of the Faculty Member's coverage at the time of commencing leave. During the period of maternity leave the University will continue to pay the benefit premiums normally paid for the eligible Faculty Member. Should the Faculty Member wish to continue Optional Life coverage, post-dated cheques shall be required from the Faculty Member for the period of leave to be covered.
- ii) Faculty Members participating in the College Pension Plan may apply to the Pension Corporation to make contributions for the period of absence.

**e) Payment**

To receive the benefits defined in Article 21.8.c, (Top Up and Bridging Benefit), the Faculty Member shall supply the University with proof of application to the Employment Insurance Commission. The payment of the Supplementary Employment Benefit shall be as follows:

- i) The University shall estimate the amount of the Employment Insurance payment and provide a supplementary payment to the Faculty Member on the usual salary payment schedule and this supplementary payment will be regarded as an advance;
- ii) The Faculty Member shall provide evidence of the actual payments received from the Employment Insurance Commission;
- iii) The subsequent payments to the Faculty Member shall be adjusted, up or down, to reflect the actual Employment Insurance payment; and,

**f) Completion of Maternity Leave**

On completion of maternity leave the Faculty Member shall return to her previous position. Service credit shall continue to accrue during the period of Maternity Leave for benefit entitlements and vacation purposes.

**g) Probationary Faculty Members**

A Faculty Member who commences maternity leave while in their probationary period shall be reimbursed in a lump sum the difference between the Employment Insurance benefit and the Faculty Member's normally weekly salary to ninety-five percent (95%) upon returning to work and successfully completing the probationary period.

**h) Return to Work**

Faculty Members who have received maternity leave benefits from the University (i.e. top-up and bridging payments) must return to work for a minimum of twelve (12) months of continuous service following maternity leave, or a combination of maternity and parental leave. If a Faculty Member who has received these benefits does not return to work or leaves the University prior to completing twelve (12) months of service, they will be required to re-pay the top up and two (2) week bridging benefits (on a pro-rata basis – repayment reduced one twelfth (1/12<sup>th</sup>) for every month of service completed).

## **21.9 Parental Leave**

**a) Documentation**

In addition to the applicable sections of the Employment Standards Act, Faculty Members who are not on leave of absence are eligible for this benefit. In order to qualify for parental leave, a Faculty Member must be:

- i)** a birth parent;
- ii)** an adopting parent who is eligible for the Employment Insurance Benefits supplement; or,
- iii)** the birth or adopting parent's partner; and,
- iv)** not on leave of absence.

**b) Application if Eligible**

If eligible, the Faculty Member requesting a parental leave must:

- i)** Submit to the University an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the leave. If four (4) weeks notice is not possible due to unforeseeable circumstances, the request must be submitted as soon as the need for parental leave becomes known; and,
- ii)** The written application advises the University of the expected date of delivery/adoption and of the Faculty Member's intention to take parental leave, and advises the University of the anticipated commencement date and duration of such leave.

**c) Length of Leave**

Upon receipt of an application for parental leave, the University shall grant parental leave to the Faculty Member, consisting of:

- i) a maximum of thirty-five (35) consecutive weeks of parental leave, without pay, which may commence no sooner than ten (10) weeks prior to the predicted birth/adoption of the child;
  - ii) the mother and the father, if both employed by the University, may each apply for leaves up to a combined duration of thirty-five (35) weeks parental leave:
  - iii) the mother and the father may take their leaves at the same time or at different times;
  - iv) the total combined maternity and parental leaves taken by a birth mother shall not exceed fifty-two (52) weeks (except in cases where additional leave is granted where the child is certified, by a medical practitioner or the agency that placed the child, to be suffering from a physical, psychological or emotional condition in accordance with the Employment Standards Act). Top up and Bridging benefits will apply to only one of either Maternity or Parental Leave, but not both;
  - v) parental leave for a natural father must commence within fifty-two (52) weeks of the child's date of birth; and,
  - vi) parental leave for adopting parents must commence within fifty-two (52) weeks from the date the child comes into actual custody.
- d) Top-Up and Bridging Benefit**
- Top up and bridging benefits will only apply to those Faculty Members who, due to their term of employment will satisfy the 'return to work' criteria set out in this Article. During the period of parental leave, a Faculty Member who has applied for and received Employment Insurance Benefits pursuant to the Employment Standards Act is entitled to a parental leave allowance as follows:
- i) 100% of the basic gross earnings for the initial two (2) weeks of parental leave; and,
  - ii) During the following ten (10) weeks of parental leave, the difference between 95% of the basic gross earnings and the amount of employment insurance earnings the Faculty Member is expected to receive if he qualifies for Employment Insurance benefits. Top-up will not be provided for the balance of the parental leave (i.e., weeks 13 to 35).
  - iii) The Faculty Member taking parental leave shall receive payments equivalent to the difference between ninety-five percent (95%) of the weekly salary and the amount of employment insurance earnings the Faculty Member is receiving.
- e) Pension/Benefits While on Parental Leave**
- i) Pension/Benefits will only apply to the extent of the Faculty Member's coverage at the time of commencing leave. During the period of parental leave the University will continue to pay the benefit premiums normally paid for the eligible Faculty Member. Should the Faculty Member wish to continue Optional Life coverage, post-dated cheques shall be required from the Faculty Member for the period of leave to be covered.
  - ii) For Faculty Members participating in the College Pension Plan, they may apply to the Superannuation Commission to make contributions for the period of absence.



**f) Payment**

To receive the benefits defined in Article 29.1 (Top Up and Bridging Benefit), the Faculty Member shall supply the University with proof of application to the Employment Insurance Commission. The payment of the Supplementary Employment Benefit shall be as follows:

- i) the University shall estimate the amount of the Employment Insurance payment and provide supplementary payment to the Faculty Member on the usual salary payment schedule and this supplementary payment will be regarded as an advance;
- ii) the Faculty Member shall provide evidence of the actual payments received from the Employment Insurance Commission;
- iii) the subsequent payments to the Faculty Member shall be adjusted, up or down, to reflect the actual Employment Insurance payment; and,

**g) Completion of Parental Leave**

On completion of parental leave the Faculty Member shall return to his/her previous position. Service credit shall continue to accrue during the period of Parental Leave for benefit entitlements and vacation purposes.

**h) Probationary Employees**

A Faculty Member who commences parental leave while on probation shall be reimbursed in a lump sum the difference between the Employment Insurance benefit and the Faculty Member's normal weekly salary to ninety-five percent (95%) upon returning to work and successfully completing the probation period.

**i) Return to Work**

Faculty Members who have received parental leave benefits from the University (i.e. top-up and bridging payment) must return to work for a minimum of twelve (12) months of continuous service following parental leave, or a combination of maternity and parental leave. If a Faculty Member who has received these benefits does not return to work or leaves the University prior to completing twelve (12) months of service, they will be required to re-pay the top up and two (2) week bridging benefits (on a pro-rata basis – repayment reduced one twelfth (1/12<sup>th</sup>) for every month of service completed).

## **ARTICLE 22 DISCIPLINE**

### **22.1 General**

- a) A Faculty Member may be disciplined for cause. Such disciplinary action shall be commensurate with the seriousness of the violations. Except in serious circumstances, discipline will be of a progressive nature with the aim of being corrective in application.
- b) The principles of natural justice pertain to all matters under this Article.
- c) In all disciplinary cases the burden of proof is upon the University.
- d) In all dealings with the University on matters of discipline including meetings and investigations preceding discipline, the Faculty Member shall have the right to be accompanied by someone appointed by the Faculty Association.

- e) If a Faculty Member is unable to act on his own behalf because of a bona fide medical disability, he may be required by the University to be represented by an advocate designated in writing by the Faculty Member.
  
- f) Where the University believes a Faculty Member's actions might normally warrant discipline, but believes that these actions may be due to illness or disability and the Faculty Member has not sought medical advice, the University may require that he undergo a medical examination by a physician(s) designated by the University.
  - i) If the Faculty Member in such a case challenges the determination of the physician designated in the above paragraph, the advice of a second physician may be obtained by mutual agreement of the University and the Faculty Association.
  
- g) If a Faculty Member is relieved by the University from duties pending the receipt of the medical advice, the Faculty Member shall receive full salary and benefits.
  
- h) The University in consultation with the Faculty Association will examine the potential for using a mediation process in the case of disciplinary actions. Within such a process, where disciplinary action or dismissal is considered, by mutual consent of the Faculty Member and the Board of Governors or delegate, a qualified mediator may be used in accordance with accepted procedures of dispute resolution. Such mediation is not binding on either Party but is a process for assisting both Parties in effectively communicating their perspectives and clarifying issues and interests before any disciplinary decisions are reached.

## **22.2 Action Preceding Discipline**

- a) Any alleged behaviour or event giving concern that a situation exists which may lead to disciplinary proceedings against a Faculty Member shall be investigated, it being understood that a properly conducted investigation shall not constitute a disciplinary action.
  
- b) In conducting any investigation, the Dean or designate shall:
  - i) communicate in writing any complaint to the Faculty Member with a copy to the Faculty Association with confidentiality safeguards where appropriate;
  - ii) provide the Faculty Member with an opportunity to respond to the complaint, by meeting or by submission of materials, or both;
  - iii) respect all provisions of this Agreement;
  - iv) notify the Faculty Member within ten (10) working days, if practical to do so, of the reasons for and the nature of the investigative action being undertaken;
  - v) inform the Faculty Member of the results of the investigation within a reasonable period, but in no more than five (5) working days, after such results are known; and
  - vi) take reasonable steps to maintain the confidentiality of the investigative process and its findings, until the imposition of discipline, if any, unless such confidentiality places a Faculty Member or any other person at risk.

- c) After being informed of the results of an investigation, a Faculty Member shall, in all cases, have the right to meet with the Dean or designate, to provide explanations and to make submissions, before any disciplinary measure is imposed.
- d) Before any disciplinary measure is imposed, the Dean or designate shall give consideration to the use of resolution processes, including the services of a qualified mediator.
- e) When the alleged cause is deficiency in the performance of workload duties the Faculty Member must be accorded a reasonable opportunity to correct the deficiency before any further disciplinary measure is imposed.
- f) When the alleged cause is of a type for which a separate institutional policy exists, the procedure of such policy will be followed.

### **22.3 Letters 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 Faculty Member should take to correct the conduct. The Letter of Reprimand will be placed in the Faculty Member's personnel file.

### **22.4 Suspension**

- a) Suspension is the act of the University relieving a Faculty Member of all or a portion of his University duties, and/or privileges, and/or compensation, for cause.
- b) When the President or designate is satisfied that there is cause to justify that a Faculty Member be suspended, the President or designate shall give written notification to the Faculty Member of the dates of commencement and termination of the suspension and the conditions of the suspension, together with a written statement of the reasons. The President or designate shall forward a copy of the suspension letter to the Faculty Association and place it in the Faculty Member's personnel file.
  - i) In extraordinary circumstances, the President or designate may impose a temporary suspension on a Faculty Member pending the outcome of an investigation of allegations against the Faculty Member.
  - ii) During a temporary suspension a Faculty Member may be relieved from some or all of his duties and may be deprived of some of his rights and privileges; but his salary should not be reduced or discontinued during the period of temporary suspension.

### **22.5 Dismissal for Cause**

- a) Dismissal for cause means the termination of a Faculty Member's appointment for Faculty Members with continuing appointments or the termination of a Faculty Member's limited term appointment during the term of the appointment, but does not include the ending of a continuing appointment without cause and with notice pursuant to Article 11.1 (Dismissal Without Cause and With Notice).
- b) When there may be grounds for dismissal of a Faculty Member for cause, such grounds shall be brought to the President.
- c) Cause for dismissal entails a fundamental breach of the contract of employment involving either serious wrongdoing or an accumulated record of unsatisfactory

performance as documented in performance reviews or other written notifications to the Faculty Member. The burden of proof for cause shall rest with the University.

- d) If the President receives information that there may be cause for dismissal he shall convene a meeting to discuss the allegations. The meeting shall be attended by the President, the Faculty Member and the Vice-President Academic or delegate. The Faculty Member may also choose to be accompanied at the meeting by a representative of the Faculty Association. The President will provide the Faculty Member with a brief written statement outlining the nature of the complaint prior to the meeting. The purpose of the meeting is to provide the Faculty Member with an opportunity to respond to the complaint, resolve the complaint, or allow the President to determine whether to proceed with a recommendation for dismissal with cause to the Board of Governors.
- e) When the President is satisfied that there is cause to dismiss a Faculty Member, the President shall forthwith notify the Faculty Member of his intention to proceed to the Board of Governors with a recommendation for dismissal with a written statement of reasons for the recommendation.
- f) The recommendation for dismissal with cause from the President shall be presented to a Committee of the Board of Governors. The time, date and place of the meeting shall be established and a written notice shall be forwarded to the President and the Faculty member. The notice shall contain a statement that if the Faculty Member does not attend the meeting, the meeting may proceed in his absence.
- g) If it is determined that cause for dismissal exists, a recommended effective date will be stated. If cause for dismissal has not been proven, all actions for the dismissal will cease and the University records will be annotated to show whether the complaint was justified, and b) whether the complaint if justified was found not to support dismissal.

## **ARTICLE 23 GRIEVANCES AND ARBITRATION**

### **23.4 Preamble**

The Parties agree that this Article constitutes the method and procedure for a final and conclusive settlement of any dispute (“the grievance”) respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

### **23.2 Informal Resolution of Grievances**

- a) Nothing in this Collective Agreement shall prevent the Parties from the use of informal means to settle grievances.
- b) The use of informal means to settle grievances shall not affect the right of a Faculty Member to initiate or proceed with a grievance filed pursuant to the provisions of this Article.

### **23.3 Type of Grievances**

- a) An Individual Grievance is a grievance initiated by a single Faculty Member and supported by the Faculty Association.
- b) A Faculty Association Grievance is a grievance initiated by the Faculty Association which relates to Faculty Association matters contained in this Collective Agreement and

may, but need not, relate to an actual dispute involving an individual Faculty Member or a group of Faculty Members.

- c) A University Grievance is a grievance initiated by the University against a Faculty Member or group of Faculty Members or the Faculty Association.

#### **23.4 Sequence of Steps – Grievance Procedure**

- a) A grievance submission shall consist of:
  - i) a written statement of the grievance;
  - ii) a reference to the paragraph, clause or article of this Agreement that has allegedly been violated or improperly applied;
  - iii) a summary of the relevant facts; and
  - iv) a statement of the remedy that is sought.
- b) **Step 1**
  - i) A grievance may be submitted in writing to the Vice-President Academic within twenty-eight (28) days of the occurrence of the incident giving rise to the grievance or within twenty-eight (28) days of reasonably becoming aware of the incident.
  - ii) No later than fourteen (14) days following receipt of the grievance, the Vice-President Academic or his representative shall meet with a Faculty Association representative and the grievor and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be put in writing and countersigned by the Vice-President Academic (or his representative), the grievor and the Faculty Association. The Vice-President Academic, within five (5) days of the date upon which the settlement is countersigned, shall give a copy of the settlement to the Faculty Association.
  - iii) In the event that no settlement is reached within ten (10) days after the date of the first meeting, the Vice-President Academic shall within five (5) days after this ten (10) day period, forward in writing to the grievor and the Faculty Association the reasons for denying the grievance.
- c) **Step 2 (Notice to Arbitrate)**
  - i) Within ten (10) days of the date of receipt of the notification of denial of the grievance from the Vice-President Academic, the Faculty Association shall have the right to forward written notice by mail to the Vice-President Academic of its intention to proceed to arbitration with the grievance.

#### **23.5 Grievance Involving the Vice President Academic**

Where the subject matter of a grievance involves the Vice-President Academic, the President or his/her designate will complete the procedure for grievances as set out in Article 23.4.b, providing always that where the President designates someone to complete the procedure, that person shall be another Vice-President of the University.

#### **23.6 University Grievance**

A University Grievance shall be in writing and shall specify the Article or Articles alleged to have been violated and the remedy sought. The grievance shall be forwarded to the President of the Faculty Association within twenty-eight (28) days of the date the events

giving rise to the grievance occurred, or within twenty-eight (28) days of the date upon which the University knew of the events giving rise to the grievance. No later than ten (10) days following receipt of the grievance, a representative of the Faculty Association shall meet with a University representative and each will make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be put into writing countersigned by the representatives of the Faculty Association and University. In the event that no settlement is reached within ten (10) days of the date of the first meeting, the representative of the Faculty Association within five (5) days thereafter shall forward in writing to the University his reasons for denying the grievance. Within ten (10) days of the date upon which denial of the grievance is received, the University shall be entitled to forward written notice by mail to the President of the Faculty Association that it intends to proceed to arbitration with the grievance.

### **23.7 Arbitration**

- a) All arbitration shall be by a single arbitrator agreed to by the Parties, or, failing such agreement, appointed by the Minister of Labour of the Province of British Columbia.
- b) Arbitrators shall have jurisdiction to order production of documents and to call witnesses.

### **23.8 Time Limits**

The Parties may agree to extend any time limits specified in either the grievance or arbitration procedures. In addition, the arbitrator shall have the power to relieve against non-compliance with time limits.

### **23.9 Burden of Proof**

- a) In cases involving the termination of a Faculty Member's employment through dismissal for cause and in all matters of discipline, the burden of proof shall be on the University to establish cause.
- b) In all other cases, the burden of proof falls on the grievor.

### **23.10 Costs**

- a) The University and the Faculty Association shall share equally the fees and expenses of the arbitrator.
- b) Each Party shall bear its own costs of presentation to the arbitrator.

### **23.11 Duties and Powers of the Arbitrator**

- a) The arbitrator shall not have jurisdiction to amend, modify, or act inconsistently with the Agreement.
- b) Where an arbitrator determines that a Faculty Member has been dismissed or otherwise disciplined by the University for cause and the Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute such other penalty for the dismissal or discipline as seems reasonable to the arbitrator given all the circumstances.
- c) The arbitrator shall have the power to award compensation to individual employees even where a dispute originated as a Faculty Association grievance.

### **23.12 Access to Information**

Any grievor and Faculty Association shall have the right to receive from the Party grieved against any information relevant to the matter in dispute. Such information shall be provided in advance of the arbitration hearing, to give the grievor time to prepare a case. However, the University is not obliged to supply copies of any internal communications from one member of management to another, nor is the Faculty Association required to supply copies of any internal communications from one member of the executive to another or from a Faculty Member to an executive member where that Faculty Member is involved in a complaint or grievance, unless such document is referred to in this Agreement. Neither Party shall be required to supply documents protected by solicitor/client privilege.

## **ARTICLE 24 CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES**

- 24.1** The University shall keep personnel file(s) for each Faculty Member, and these files will serve as the basis for all proceedings related to the Faculty Member's employment at the University.
- 24.2** Upon written request, a Faculty Member shall have the right to examine all of his personnel files kept by the University without reasonable delay.
- 24.3** No anonymous material, except for statistical data, concerning any Faculty Member shall be kept by the University nor shall be submitted as evidence in any subsequent proceeding involving any Faculty Member.
- 24.4** A Faculty Member shall have the right to have his personnel file supplemented or corrected in the event of error or inadequacy. In the event of alleged distortion, the Faculty Member shall have the right to provide additional material for inclusion in his personnel file.

## **ARTICLE 25 EMERGENCY POWERS**

- 25.1** The President or Vice-President Academic may exercise emergency powers to relieve a Faculty Member of some or all of the Faculty Member's duties, and remove some or all of the Faculty Member's privileges, by written notice, only when:
- a)** an investigation which may lead to the imposition of discipline on the Faculty Member is underway; and
  - b)** the President or Vice-President Academic has reasonable grounds for concern that a failure to use such emergency powers could result in significant harm to the Faculty Member, another person or to the property of the institution.
- 25.2** The exercise of these emergency powers is not deemed to be a suspension for the purposes of this Article.

## **ARTICLE 26 PERFORMANCE REVIEWS**

### **26.1 General**

- a)** The University will review the performance of Faculty Members annually. Performance reviews will cover the period 1 April to 31 March and will be based on annual faculty workplans. The purpose of these performance reviews are to assist the Faculty

Member in determining how they are progressing in achieving the expected standard of performance, to offer guidance for improvement should they not be achieving the expected standard, and to assist the Dean and the University with decisions in respect to such questions as salary progression, employment and promotion.

- b) On 15 April of each year, Faculty Members will submit an annual report to their School Director (or equivalent) detailing their activities, outputs and achievements in relation to their workplans for the relevant reporting year. School Directors (or equivalent) will use this report as the basis for providing the Dean with a draft performance review for each Faculty Member in their unit. The Faculty Member can choose to include their own initial annual report in their Official Personal File (OPF) each year. School Directors (or equivalent) will submit these annual reports to their Deans.
- c) Faculty Members on Maternity Leave, Parental Leave, Compassionate and Bereavement Leave, Court Leave, Sick Leave or Leave of Absence are not required to submit an Annual Report detailing the activities undertaken if based on these types of Leave, but would have to complete them no later than 30 days after their return.
- d) In preparing the draft performance review, the School Director (or equivalent) shall use the Faculty Members' annual report, workplan and any other information deemed relevant to an assessment of the Faculty Members' performance for the review period. Upon completing the draft Performance Review, the School Director (or equivalent) will meet and discuss the review with the Faculty Member. This should be done on or before 1 May. Following this meeting the Directors may modify their draft Reviews to reflect the discussion with the Faculty Member. A Faculty Member may provide additional information and/or request a meeting with the Dean at this point. The draft Review will be forwarded to the Dean's Office by 7 May where it will be used as the basis of the Dean's formal annual assessment of each Faculty Member. This assessment will be made available to each Faculty Member on or before 21 May and will include a recommendation on progression in a salary range. A signed copy of the Review must be returned to the Dean on or before 30 May. A Faculty Member's signature on the assessment signifies that he has received and read the Performance Review, not that the member necessarily agree with its content. The signed agreement will be kept in the Faculty Member's OPF.
- e) The Faculty Member, if he disagrees with the Dean's assessment and evaluation can place a rebuttal memo in his OPF.
- f) By mutual agreement between the Dean and the Faculty Member, the deadlines outlined above may be modified in response to teaching assignments or other unforeseen events.
- g) Annual Performance Reviews will be based on an assessment of the extent to which a Faculty Member met the performance expectations set out in their annual workplan based on Article 14, for that year.

## **26.2 Teaching Evaluations**

- a) Faculty Member's teaching activities and output will be set out in the Faculty Member's annual workplans.
- b) In order to improve course design and teaching effectiveness, all courses taught will conduct a written evaluation of the Faculty Member's teaching performance, provided that the students consent to participate in the survey, and provided that the procedures of the survey protect student confidentiality.



- c) Evaluations administered to assess a Faculty Member's teaching performance shall be in accordance with the requirements below and with other provisions of this Agreement.
- d) Student evaluation of teaching shall be obtained through a questionnaire administered by the University in such a way as to afford all the students in a given course or class a reasonable chance to respond. A common evaluation instrument will be administered across the university to ensure equity, consistency and fairness. Such an instrument shall be constructed so as to obtain a fair and reasonable assessment of teaching effectiveness, course design and course quality.
- e) The design of the evaluation instrument will involve the creation of a committee including members of CTET, the Faculty Association, and University administration (see appendix I). The existing teaching evaluation framework will be in force until the new evaluation protocols are agreed to.
- f) Evaluations for courses will be done on-line. The evaluation instrument shall be made available on-line within the final week (in distance learning) or the final days (in residency) of any course. No questionnaire shall contain any indication of the identity of the student filling it out.
- g) Both quantitative and qualitative results of the questionnaire will be used in evaluating the Faculty Member's performance. All responses to each question shall be aggregated, and the mean, frequency distribution and number of eligible respondents shall be calculated. The written student responses shall be as important as the numerical responses. The student's numerical and written responses will form part of the Faculty Member's OPF. A copy of these aggregated data, along with the qualitative comments, shall be sent to the Faculty Member, School Director and Dean.
- h) Evaluation of teaching by one's peers is designed to provide constructive assistance to Faculty Members with respect to teaching techniques.
  - i) Peer review should be conducted if requested by any of: the Faculty Member, the School Director (or equivalent), or the Dean. The review shall normally be carried out by the School Director (or equivalent), or delegate where appropriate. The review may be carried out by a senior Faculty Member selected by the School Director (or equivalent), with the consent of the Faculty Member, and such consent will not be unreasonably withheld. School Directors (or equivalent) should be peer evaluated by their Deans or delegate. Such a review may, but does not necessarily include:
    1. review of teaching materials and course outlines;
    2. interviews with students or with the Faculty Member;
    3. review of student performance or student work; and
    4. classroom visits or review of on-line course discussions.
  - ii) The peer reviewer will meet with the Faculty Member to discuss constructively the results of the peer evaluation. In addition, a written report of the evaluation will be provided to the Faculty Member, to which the Faculty Member may respond in writing.
  - iii) All documentation related to a peer review requested by the Dean or School Director (or equivalent) will form part of the Faculty Member's OPF. Peer reviews conducted at the request of the Faculty Member as per 25.2.h.i may be placed in the OPF at the option of the Faculty Member.

- i) The Faculty Member may place a rebuttal in the OPF if he disagrees with a School Director or Dean-requested peer review.

### **26.3 Evaluation of Research Activities and Productivity**

- a) Research activities and outputs will be outlined in Faculty Member's annual workplans . Such activities include but are not limited to the number and quality of publications (peer reviewed and non-peer reviewed), scholarly /professional books, chapters in books, commissioned reports, conference papers, book reviews, research grants or contracts applied for and received, invited talks to professional or peer groups, and other methods of scholarly dissemination.

### **26.4 Evaluation of Service and Program Administration**

- a) Service activities will be outlined in Faculty Member's annual workplans. Such activities include but are not limited to active membership on program, faculty and University boards, councils and committees, new course/program development, supervision of exams, program marketing, advising prospective learners, admission assistance, fundraising, orientation of new faculty, community outreach, and academic professional service.
- b) Faculty Members who hold administrative appointments under Article 14.1.e will be evaluated according to their performance of these administrative responsibilities.

### **26.5 Annual Reports by Faculty Members will be based on achievements relevant to annual workplan and should include:**

- a) Summary statement of accomplishments;
- b) Record of teaching activities and accomplishments:
  - i) The name and number of each graduate and undergraduate courses taught during the reporting period, the credit value of each course, an indication of whether the course was co-taught and if so the number of other instructors involved and the division of labour, the means of delivery, and number of students in each course;
  - ii) Course revisions undertaken;
  - iii) the number of new graduate theses/Major Projects/ OCPs supervised during the reporting year, the number completed, and the number still in progress from previous reporting years;
  - iv) the results of teaching evaluations by students, as well as peer evaluations undertaken at the requested of the Dean, the School Director (or equivalent), or the Faculty Member;
  - v) participation in teaching workshops, training sessions or seminars;
  - vi) any other information the Faculty Member considers relevant.
- c) Record of research activities and accomplishments including:
  - i) books published (peer reviewed);
  - ii) articles published (peer reviewed);
  - iii) books and articles published (non-peer reviewed);
  - iv) reports, monographs and other publications;
  - v) conference papers presented;
  - vi) research and/or other scholarly work in progress;
  - vii) scholarly journals edited;

- viii) grants, contracts, or other awards requested and received, pending and rejected (including name of agency or individual, title, amount requested or awarded and date awarded or rejected). State for research awards whether principal or co-investigator; and,
  - ix) other scholarly activities, including ones own graduate work or for continuing education in progress, and/or peer assessments of one's scholarly activities.
- d) Record of Service activities and accomplishments including:
- i) committee and other service within the University, including number of ethics applications reviewed if member of the Research Ethics Board;
  - ii) evidence of new course preparation and course revision, including innovative approaches to teaching;
  - iii) awards and honours received;
  - iv) administrative accomplishments related to program and school operations;
  - v) service to the scholarly and professional community;
  - vi) discipline-related service to the community or region;
  - vii) description of the nature and scope of outside professional activity;
  - viii) any other information considered relevant by the Faculty Member.

## **ARTICLE 27 ASSOCIATION DUES AND FEES**

- 27.1** The University shall make it a condition of employment of Faculty Members that each such person shall pay either to the Faculty Association or to a charitable organization registered with Canada Revenue Agency agreed upon annually by the University and the Faculty Association an amount equal to the membership dues in the Faculty Association fixed in accordance with its Constitution and By-laws.
- 27.2** Membership dues of the Faculty Association in effect on the date that this Agreement comes into force shall continue until the Faculty Association provides the University with a notice of revised dues signed by the President of the Faculty Association.
- 27.3** The University shall honour a written assignment of salary of a Faculty Member except where the assignment is revoked by the assignor.
- 27.4** The assignment pursuant to 26.3 shall be in the following form:
- “To Royal Roads University: Until this assignment is revoked by me in writing I hereby authorize you to deduct from my salary a sum equal to the membership dues in the Faculty Association fixed in accordance with its Constitution and By-laws, and to pay that sum to the Faculty Association or to a recipient agreed upon by the University and the Faculty Association.”
- 27.5** The University shall deduct, every pay period, from the salary of each Faculty Member the membership dues and, subject to 26.6 below, shall forward electronically to the Faculty Association's account the total amount of dues collected that pay period. The University shall provide the Faculty Association, by the last day of each month, with a list of Faculty Members from whom deductions were taken and the individual amounts deducted.
- 27.6** Where a Faculty Member objects to membership in the Faculty Association and directs the University not to pay to the Faculty Association the amount equal to the membership dues that have been deducted from his salary in accordance with 26.5 above, such an amount shall be paid to the recipient specified in 26.1 above.

**27.7** The Faculty Association will provide the University with at least 30 days notice of any revised membership dues, or additional fee or assessment.

**ARTICLE 28 COMPLIANCE WITH EMPLOYMENT LAW**

**28.1** Faculty Members and the University shall abide by all government legislation related to employment rights and responsibilities.

**ARTICLE 29 NO STRIKE NO LOCKOUT**

**29.1** The Parties will agree that there shall be no strike or lockout for the term of this agreement.

**ARTICLE 30 AMENDMENTS**

**30.1** The Parties may amend the Agreement by mutual agreement during the term of the Agreement.

**ARTICLE 31 DURATION OF AGREEMENT**

**31.1** This will be a four (4) year agreement from April 1, 2006 – March 31, 2010.

## **APPENDIX A MEMORANDUM OF UNDERSTANDING**

### **Joint Committee on the Administration of the Agreement (“JCOAA”)**

- A.1** A joint committee of the Association and the University will be established to administer the Agreement. It will consist of two (2) representatives of the Association and two (2) representatives of the University.
- A.2** The terms of this Agreement may not be changed in any way by the JCOAA. The JCOAA advises the Association and/or the University with a view to ensuring that the Agreement is administered cooperatively and with mutual respect. The JCOAA may create Memoranda of Understanding that are intended to operationalize clauses of the Agreement where necessary.
- A.3** The JCOAA may make a recommendation to the Parties to amend the Agreement, subject to government approval requirements, including with respect to the cost of the Agreement and management rights.
- A.4** The JCOAA will determine its own procedures, but shall be jointly chaired by a representative of the Association and of the University. The joint chairs will alternately preside over meetings of the JCOAA.

## **APPENDIX B MEMORANDUM OF UNDERSTANDING**

### **Initial Assignment to Ranks for Current Faculty Members**

- B.1** The Parties agree that Faculty Members employed by the University on the signing of this Agreement (“current Faculty”) at the University have pursued their careers here in the context of prevailing administrative direction on prioritization of various components of the work of the Faculty.
- B.2** In determining appropriate ranks for current Faculty Members, it is agreed that this context for their employment at the University needs to be properly acknowledged in the assignment of ranks. Specifically, the balance of teaching and research requirements in the past at the University has meant that many Faculty Members have not been able to construct scholarly records that they otherwise would have been able to.
- B.3** In recognition of this reality, the assessment of Faculty Members for purposes of assigning them to ranks will look closely at the length of service at the University, the quality of the actual work undertaken at the University consistent with the directives of the Administration, and academic and professional accomplishments inside and outside of the University.
- B.4** Notwithstanding the assessment process used to determine assignment to a rank, it is understood that, in the future, Faculty Members will be required to organize their professional efforts in conformity with a revised expectation of the balance of scholarship in an academic field of study or a professional field of practice, teaching, and service appropriate to their rank.
- B.5 Process for Placement of Current Faculty**
  - B.5.1** Current Faculty will choose one of two methods for placement in the new rank structure.
  - B.5.2** Method One: Adjudication Committee: A committee of six voting Members: three from the Faculty Association membership, chosen by the Association and three

Members of the Academic Administration, chosen by the Vice-President Academic (VPA), shall be charged with placing current Faculty in the ranking structure outlined in this Agreement. Association Members of this committee will follow Method Two for their own adjudication. The Committee will be co-chaired by a member of the Association and a member of the Administration.

- B.5.3** Method Two: Placement by the Vice-President Academic: Faculty Members may choose to be placed in an academic rank by the Vice-President Academic. The VPA's decision is final and binding on Faculty who choose Method Two. Members of the Adjudication Committee, who are obliged to use Method Two because of membership on the Adjudication Committee, may appeal the decision of the VPA to the Appeal Panel established by B5.5.
- B.5.4** The quorum for the Adjudication Committee is established at four (4). At least four votes in favour of a particular placement are required to confirm that placement. In the event that these requirements are not met, the Faculty Member's case will be adjudicated by the Appeal Panel established in clause B5.5. A decision of the Adjudication Committee will be communicated in writing to each Faculty Member. Written reasons for a decision will be provided only upon notice of intent to appeal the decision.
- B.5.5** An Appeal Panel will be established to consider cases using Method One for which a minimum of four (4) votes for a particular rank has not been achieved by the Adjudication Committee where a quorum existed. The Appeal Panel will also hear appeals of decisions made by the Adjudication Committee, or by the VPA where applicable. Appeal to the Panel by Faculty using Method Two is available only to Faculty Members of the Adjudication Committee.

The Appeal Panel consists of a member of the Association, chosen by the Association, the Vice-President Academic or delegate, and a third person agreed to by these two people. The Panel as constituted above hears all cases. The VPA will choose a delegate when he is in a position of conflict and may choose a delegate at other times.

The Appeal Panel may confirm the placement of a Faculty Member by the Adjudication Committee or the VPA (where applicable), or assign the Faculty Member to a rank different to the assignment of the Adjudication Committee or the VPA (where applicable).

A Faculty Member who serves on the Adjudication Committee, and who chooses to appeal the VPA's decision on rank placement, will only, as a possible outcome of the appeal, be maintained at the VPA's rank or be moved to a higher rank.

- B.5.6** An appellant to the Appeal Panel is required to present a clear and cogent case and present reasons for her disagreement with the decision of the Adjudication Committee or the VPA (where applicable) in writing to the Appeal Panel.

All references to the Appeal Panel must be in the hands of the President of the Association and the Vice-President Academic within fourteen (14) calendar days of the notification to the Faculty Member of the decision of the Adjudication Committee or the VPA.

The decision of the Appeal Panel in all cases is final and cannot be appealed.

## **Criteria to be used for the Placement of Current Faculty Members**

**B.6.1** Criteria to be used for the placement of Faculty to ranks will reflect norms used in Universities to assign Faculty to ranks: teaching, research in academic fields of study, or professional fields of practice, or service which may include contributions within a professional field of practice.

The decisions made by Methods One and Two and the Appeal Panel will be informed in the same way, by a variety of factors including but not limited to the following:

- a) academic rank and/or relevant professional experience and standing achieved prior to coming to the University;
- b) record and length of academic/professional and service achievement at Royal Roads University;
- c) record and length of related non-academic experience and achievement prior to coming to Royal Roads University.

**B.6.2** The Adjudication Committee, the VPA, and the Appeal Panel are charged with taking a holistic view of cases and with making a determination of placement on the balance of all the evidence.

**B.6.3** It is the Faculty Member's responsibility to provide relevant information to their Dean or designate within forty-five (45) days of the signing of the Agreement. Failure to provide relevant information to the Dean or designate within forty-five (45) days of the signing of the Agreement will automatically trigger Method Two, where the VPA will make a final determination of rank which cannot be appealed.

**B.6.4** The Association and the University agree that the processes as described above are the transitional processes for the placement of current Faculty Members and are without prejudice to future Faculty ranking procedures.

## **APPENDIX C MEMORANDUM OF AGREEMENT Transition of Faculty Members' Appointment**

**C.1** Members of the Faculty Association, as of April 1, 2006, who have served a probationary period and have been given a further non-probationary contract shall be deemed to have a continuing appointment.

**C.2** Faculty Members currently serving under a probationary contract may choose to be considered for conversion to a continuing appointment by the provisions of the 1999 Terms and Conditions of Employment for Core Professors, or the provisions of this Agreement.

**C.3** Faculty Members with a limited term appointment that is not probationary will be deemed to have limited-term appointments under this Agreement.

**APPENDIX D MEMORANDUM OF UNDERSTANDING  
Teaching Workload**

- D.1** The Parties agree to create a committee of four (4) people, two (2) Faculty Members to be selected by the Faculty Association, and two (2) persons selected by the University, for the purpose of reviewing the basis of the allocation of teaching assignments to Faculty Members. The Committee is charged with recommending to the Parties a methodology for determining the teaching workload of Faculty Members.
- D.2** The Committee must create a methodology which can be implemented such that the current total amount of teaching work undertaken by Faculty Members can continue to be supplied by Faculty Members at or lower than the existing cost to the University, of such teaching. Any methodology and its application recommended by the Committee must be demonstrably cost neutral, compared to the current model in effect at Royal Roads University, in compliance with the PSEC mandate.
- D.3** A majority report from the Committee would be sufficient for the University to implement its recommendations as of the following April. The Committee will be required to report to the Parties by December 31, 2006.

**APPENDIX E MEMORANDUM OF UNDERSTANDING  
Evaluation**

- E.1** Within ten (10) days of ratification of the Agreement, Royal Roads University and the Faculty Association shall each name two (2) representatives to an Evaluation Committee.
- E.2** The Evaluation Committee will endeavour to conclude negotiations on the content of the Evaluation Article to be included in the Agreement, using as the basis for discussion FA 16. In principle the Parties agree to the broad framework of FA 16. The Committee will review the contents of FA 16 with a view to specifying content to be included in the Agreement.
- E.3** Either Party may refer any issues pertaining to the Evaluation Article to an interest arbitrator that remain unresolved by May 30, 2006.
- E.4** The interest arbitrator will be selected by mutual agreement of the Parties.
- E.5** The interest arbitrator will determine the content of the Evaluation Article to be included in the Agreement.
- E.6** The decision of the interest arbitrator will be final and binding on the Parties.

**APPENDIX F MEMORANDUM OF UNDERSTANDING  
Salary Maintenance upon Initial Classifications of Existing RRU Faculty  
Members**

- F.1** The Parties agree that effective on the ratification of this Agreement:
- F.1.1** If a Faculty member is assigned to a rank for which the maximum is lower than the Faculty Member's salary, excluding any LFC payment paid to the Faculty Member on the ratification of the Agreement, the Faculty Member will not receive any increase in base salary until the Faculty Members' salary is exceeded by the maximum of the Faculty Member's assigned rank. The Faculty Member will receive the annual Economic and Market Adjustments referred to in Article 17 (Faculty



Compensation Framework), calculated on the Faculty Member's actual salary rate, for the Faculty Member's rank. The Economic and Market Adjustment will not be added to the base salary of the Faculty Member;

- F.1.2** Any LFC payment continues to be received exclusive of F.1.1 above, until the entitlement to the LFC terminates or March 31, 2010, whichever occurs first.

## **APPENDIX G MEMORANDUM OF UNDERSTANDING**

### **Conflict of Interest in Student-Faculty Relationships**

#### **G.1** When does a conflict of interest exist?

**G.1.1** A conflict of interest may arise in situations in which there is a reasonable apprehension that a particular relationship between a Faculty Member and a student may confer upon one of them an unfair advantage or subject one of them to an unfair disadvantage. Such relationships include, but are not limited to:

- a) close family relationships such as those between spouses or spousal equivalents, parents and children, siblings, in-laws, grandparents and grandchildren;
- b) amorous relationships;
- c) relationships between persons whose economic interest are closely interrelated.

**G.1.2** A conflict of interest may arise in any situation where a Faculty Member is in a position to make decisions or take actions that affect the other person. Such situations include, but are not limited to:

- a) the decision to admit a student to a program;
- b) the provision of instruction;
- c) the evaluation of a student;
- d) the awarding of prizes, scholarships, financial assistance and other benefits;
- e) the award of teaching or research assistantships or other remunerative employment, either within the University or using funds administered by the University.

**G.1.3** Even in the absence of a conflict of interest as defined in these guidelines, Members and students should be aware that relationships between teachers and students involve trust and disparities in power, and may give rise to perceptions of bias, unfair advantage, or unfair treatment.

#### **G.2** How are conflicts to be dealt with?

**G.2.1** It is the responsibility of the Academic Lead, the School Director or equivalent and Deans to ensure compliance with this policy.

**G.2.2** It is incumbent upon Members to avoid situations in which a conflict of interest may arise and to deal promptly with any conflict of interest that does arise.

- G.2.3** Where a conflict of interest, as defined above, arises, the Faculty Member must notify the relevant Academic Lead, School Director or equivalent, or Dean.
- G.2.4** Other persons who apprehend a conflict of interest may also bring the matter to the attention of the appropriate Academic Lead, School Director or equivalent, or Dean.
- G.2.5** Where a conflict of interest may arise, one or more of the following methods should be used to avoid or resolve such conflict;
- a)** The member should normally decline or terminate supervisor, teaching, evaluative or decision-making role in which a conflict of interest arises, unless the Academic Lead, School Director or equivalent, or Dean:
    - i)** Is of the view that this will create undue hardship to the student;
    - ii)** In situations where the conflict of interest involves teaching, supervision or evaluation and where alternative courses or supervision exist that are reasonable and appropriate to the student's program, the student should utilize those alternatives;
    - iii)** Where no reasonable and appropriate alternative exists, the Chair, Director or Dean shall ensure that a fair and unbiased mechanism of evaluations is put in place. This will normally require that another suitable qualified evaluator review all material submitted for evaluation, review the grades assigned, and report whether those grades are reasonable;
    - iv)** Where third Parties are concerned about a perceived conflict of interest, the teacher, Chair, Director or Dean should consider informing them that the conflict has been dealt with pursuant to these principles. Such a step is for the protection of the student, Member and the University.
- G.3** Any person concerned about a conflict of interest:
- a)** may bring the matter to the attention of the appropriate Academic Lead, School Director or equivalent, or Dean; and
  - b)** shall be notified of the outcome.
- G.4** A failure to act in accordance with these principles may lead to disciplinary action by the University.

## **APPENDIX H Creation of an “evaluation of teaching” working group**

From Collective Agreement: “The design of the teaching evaluation instrument will involve the creation of a committee including members of CTET, the Faculty Association, and University administration. The existing teaching evaluation framework will be in force until the new evaluation protocols are agreed to.”

### **Membership**

- 2 CTET (appointed by Admin from CTET staff)
- 2 RRUFA (appointed by RRUFA)
- 2 Admin (appointed by Admin)

**Goal**

To propose a framework for the evaluation of teaching at RRU, applicable across the University, including core components to be used across all programs, as well as a suite of optional components for program consideration.

**Context**

The model for teaching evaluation must include gathering qualitative feedback from learners as well as quantitative ratings, and must be sensitive to different teaching environments such as face-to-face (i.e., classroom instruction), integrated teaching environments and e-learning courses etc.

**Deliverables**

The developed framework will be grounded in evidence, be workable, and be designed so that it can be evaluated itself once implemented, i.e. the recommendations should outline a formative process for continual improvement of the evaluation of teaching framework.

**Resources and Budget**

The committee will be provided with \$1000 from the Vice-President Academic, for minor expenses and some local travel if needed.

**Governance**

The committee will appoint a Chair from amongst its members, and will endeavour to work towards the recommendations from a basis of consensus.

**Terms of work**

The committee will report back to the Joint RRUFA/Administration Evaluation committee no later than 30 June with their recommendations.

**Appendix I: Memorandum of Agreement on Article 16 and INTELLECTUAL PROPERTY Policy**

The parties agree to include the attached INTELLECTUAL PROPERTY Board of Governors Policy C1010 (approved April 13, 2007 ) as information for faculty. The policy will be Appendix I of the Collective Agreement. Furthermore, the parties recognize that the Board of Governors reserves the right to amend this policy from time to time in accordance to the governance procedures and protocols.

As needed, Appendix I will be updated with any future Intellectual Property policy amendments.

**Intellectual Property Policy and Procedures  
Board of Governors Policy C1010****I.1 Preamble and Purpose**

This Policy applies to intellectual property (IP) created by members of the RRU community. This Policy is written within the context of a vital academic community and its values, which include openness, sharing of ideas, collegiality, research, academic freedom and support for students. RRU recognizes its role in generating benefits for society through the creation, preservation, and transfer of knowledge, dissemination of research findings and creative activities, and where appropriate, encouraging the application of its research and creativity in tangible ways. This Policy is a vehicle by which the application of research and creative results are encouraged and facilitated. RRU supports the principles of creator owned IP whenever possible/feasible. Accordingly, this Policy is designed to establish and promote those principles and provide a

supportive climate for the development of IP and the provision of services based on mutually beneficial partnerships that respect the interests of researchers and creators, RRU, and the wider community. In establishing this Policy, consideration has been given to: (a) the historical practices of RRU and its goals as an institution for the future; (b) the current thinking on IP within other Canadian post-secondary institutions and at the federal level; (c) the standards and traditions in diverse academic disciplines; and (d) the need to maintain consistency with other RRU policies and procedures.

More specifically, the purpose of this Policy is to:

- I.1.1** Provide a supportive climate and incentives for intellectual and creative development, innovation, and entrepreneurship by members of the RRU community, including students;
  - I.1.2** Acknowledge that RRU has an obligation, within a framework of respect for copyright and patent principles, to disseminate the products of scholarly activity to benefit the creators, the institution, and the public;
  - I.1.3** Provide a framework for effective development and utilization of discoveries for the economic benefit of British Columbia and Canada which would be in the interests of the public and RRU;
  - I.1.4** Provide the potential for gaining funds and other resources to be used to promote and aid research and creative activities, employee and student entrepreneurship, and technology transfer at RRU;
  - I.1.5** Ensure RRU meets its obligations to funding sponsors and assist RRU members in fulfilling the terms of grants or contracts with respect to intellectual property (as defined in Section 2);
  - I.1.6** Provide safeguards for the equitable protection and disposition of proprietary rights and recognize and uphold the principles of scholarly integrity and academic freedom in the commercialization of IP for the protection of RRU and its community;
  - I.1.7** Establish a set of procedures to address ownership, disclosure, publication, commercialization, and disposition and sharing of revenues associated with RRU IP, and when such sharing is in dispute, provide an effective dispute resolution mechanism.
- I.2** General Overview of the IP Policy and Procedures (see also Appendix A for a visual outline of this section)

The RRU IP Policy and Procedures applies to all members of the RRU community (see definition of 'members' below). RRU supports creator owned IP, subject to certain exceptions specifically designed to ensure the ability of the University to effectively carry out its normal course of business (for example, IP generated as part of prescribed and assigned duties are typically owned by or freely accessible to RRU).

All IP developed using RRU resources must be disclosed to RRU, though such disclosure is normally not required of RRU students as part of their normal educational activities (see Section 6).

Where IP is anticipated to be commercially viable and/or there is any intent to commercialize, such IP must be disclosed to the University prior to the commencement of any commercialization related activities. Upon disclosure, RRU will work with the creator to evaluate the potential commercial viability of the IP and the ability and/or desire of RRU to provide further support towards commercialization.

Where RRU declines to support commercialization of IP, the creator is then free to pursue such activities, but without using additional RRU resources, and with no further recourse owed to RRU.

Where RRU offers to support commercialization of the IP, the creator can choose whether to work with RRU or pursue commercialization on their own. When the creator chooses to pursue commercialization on their own, they must do so without using additional RRU resources and they are also required to provide a portion of their future realized revenues back to the University in recognition of the support RRU provided in the initial development of the IP. When the creator chooses to pursue commercialization with RRU, an agreement to this effect will be entered into between RRU and the creator, and this agreement will detail revenue sharing. Once such an agreement is signed, RRU and the creator will work in partnership to try to successfully commercialize the IP.

RRU's portion of any such realized commercialization revenues will be used to support further RRU research, faculty, employee, and student activities as well as RRU general operations. The creator's share of any such commercialization revenues may be used at the creator's discretion.

### **I.3 Definitions**

**I.3.1** "Commercialization" means the creation of commercial processes, products and/or services derived in whole or in part from IP.

**I.3.2** "Conflict" includes, but is not limited to, both conflict of interest and conflict of commitment. In order to avoid Conflict situations and, in a manner consistent with RRU's Conflict of Interest Policy and other RRU policies that reference Conflict of interest, RRU Members shall:

- a)** Not engage or become connected in any business undertaking for gain without prior written approval, specifying the specific terms and conditions of such undertaking, from the appropriate Vice President or his/her delegate; and
- b)** Avoid any situation in which any actual, potential or perceived Conflict of interest may arise, and to report to his/her supervisor any such actual, potential or perceived Conflict of interest of which they may become aware.

Conflict related to IP may arise from the distribution of materials (primarily but not limited to education related materials) developed using RRU Resources, whether for commercial gain or non-commercial purposes, while the RRU Member is employed by, under contract to, or otherwise affiliated in any way with RRU, and where such distribution would potentially make the RRU Member, or the third party to which the material is to be distributed, a competing entity with RRU. Such Conflict would occur, for example, when a RRU Faculty member provides an academic course developed and/or offered at RRU to another university (without the consent of RRU), while the RRU Faculty member is still employed or under contract to RRU.

- I.3.3** “Courseware” means textbooks, instructional websites, software, or other instructional materials, created in either hardcopy, electronic or any other format by a RRU Member. Courseware may also include unique or newly created or amended technical processes, tools, or systems that are required to effectively deliver a RRU course or program, either through a website or through other electronic means. Courseware does not include the Substance of a Lecture (see Section 3.16).
- I.3.4** 3.4. “Creator(s)” means the author, inventor, initiator or developer of IP, including but not limited to co-creators.
- I.3.5** “Direct Costs (of Tech Transfer and/or Commercialization Support)” means RRU’s costs and fees (including legal fees and/or agents’ fees), which it can account for, associated with the acquisition, protection, management and/or Commercialization of IP, directly by RRU, or its technology transfer designate or service provider. Direct Costs also include the costs of obtaining and maintaining IP protection, preventing unauthorized use or infringement of IP, support for prototype or proof of concept development, or legal costs associated with negotiating and implementing licenses or other internal or external Commercialization-related agreements with third parties. Direct Costs may also include funds for research where such support has been provided through internal RRU research or related grants. Direct Costs may also include fees or other costs associated with RRU contracting for external technology transfer services or related support. Direct Costs do not include costs associated with RRU administrative staff time or services or overhead costs, for example, as provided by the RRU research administrative office.
- I.3.6** “Exceptional Use of RRU Resources” means when the Creator receives or uses more than normal support towards the development of their IP or receives time and/or other RRU Resources specifically dedicated to the development of the IP. Exceptional Use of RRU Resources includes, for example: (a) paid release time from regularly assigned duties where the primary purpose of this is the creation of new instructional media; (b) direct discretionary investment by the University of funds or staff, or the purchase of special equipment or materials for a project; (c) extraordinary use of multimedia production personnel and facilities; or (d) extraordinary use of computing resources. Exceptional Use of RRU Resources may also include the ability of the Creator to use RRU’s name or logo, the use of voice or images of RRU students or staff, significant use of images of the RRU campus, and/or substantial creative contribution(s) by RRU employees or students in connection with the Creator’s IP in instances where the Creator wishes to distribute or Commercialize the IP external to RRU. Exceptional Use of RRU Resources does not normally include the customary/ordinary use by RRU Members of their office, computer, University computing infrastructure, support staff, supplies, and library resources. Exceptional Use of RRU Resources also does not normally include a RRU Member’s basic salary or the provision of or access to overhead or administrative support typically associated with the delivery of the University’s administrative services including the Office of Research. Exceptional Use of RRU Resources also does not normally include the customary/ordinary use by RRU students of their classrooms, student labs, computing facilities, and library resources.
- I.3.7** “Intellectual Property” (“IP”) is the result of intellectual, creative or artistic activity, created by a RRU Member in a scholarly, professional or student capacity, including but not limited to inventions, processes, designs, word marks, design marks, logos, slogans, Publications (including scholarly Publications), educational materials,

evaluation tools, computer software, original works of art or performing rights, industrial designs, new plant varieties, confidential information and know-how that can be protected by intellectual property rights such as patent, copyright, trademark, integrated topography, plant breeders' rights and trade secrets.

- I.3.8** "Prescribed and Assigned Duties" mean duties or activities applicable to the core business of RRU (i.e. the delivery and administration of educational programs and courses) undertaken by a RRU Member as part of their normal course of employment. Such duties may be specifically assigned by a supervisor (verbally or in writing as part of an employment or other contract), or may be initiated by the RRU Member himself/herself as part of the person's need or desire to do their job to the best of their ability. Examples of Prescribed and Assigned Duties include, but are not limited to:
- a) For RRU Faculty: the development of educational course materials for RRU academic programs or courses to which the faculty member has been assigned to teach (e.g. program outlines and guides, PowerPoint presentations, exams, etc.) and which may include both Courseware and/or the Substance of a Lecture, and/or the generation of RRU Faculty Research Activities and Products (see Section 3.10 for definition).
  - b) For all other RRU staff: the development of databases and collection of information, development of processes, creation of electronic tools and systems (e.g. websites and information technology systems), information brochures and promotional materials, and production of commissioned or requested studies, reports or descriptive handbooks.
- I.3.9** "RRU Faculty" refers to faculty as defined in the RRU Collective Agreement (i.e. a full-time or part-time member of the faculty of RRU as defined by the RRU Board of Governors to conduct teaching, research, and administration).
- I.3.10** "RRU Faculty Research Activities and Products" means activities undertaken or products produced by RRU Faculty that are associated with research and/or development projects and includes all scholarly activities. Research Activities and Products may be generated as part of a research grant, a research contract, an institutional based consulting contract, an institutional service contract relating to academic matters or any other institutionally based contract other than direct instructional contracts.
- I.3.11** "RRU Member(s)" includes the following: RRU employees, including full-time, part-time, casual and contract employees, RRU Faculty (as defined in Section 3.9), RRU graduate and undergraduate students, other non-degree students, RRU post-doctoral fellows, research grant and contract employees, visiting workers and those otherwise affiliated with the university (e.g., visiting professors, etc.).
- I.3.12** "RRU Resources" means RRU facilities, RRU's physical structures, classrooms, research laboratories, capital equipment, technical facilities, services and personnel; RRU services, including the administration of funds received by RRU in the form of grants, contracts or other support provided by RRU, affiliated agencies, or partners, or external sponsors; and specifically the use of RRU's name, logo, or use of voice or image of RRU students or staff, or significant use of images of the RRU campus.

- I.3.13** "Policy" means this RRU IP Policy and Procedures, including any and all supporting documentation, forms and related RRU policies, and the relevant sections of other RRU agreements and policies, as applicable.
- I.3.14** "Publication" means making IP available to the public by way of speech, print, paper, electronic or other means.
- I.3.15** "Revenue" means all revenues derived in whole or in part from Commercialization by a Creator or by RRU, and whether by the Creator alone or jointly with RRU, including without limitation net of expenses (which may be carried forward from year to year to offset gross revenue) arising from Commercialization, proceeds from royalties, profit-sharing, lump sum payments, and sale of equity shares (related to an exit or acquisition event); but does not include the funding or financing of research projects sponsored by a partner as part of a continuing program of collaborative research or the funds referred to in Section 7.7.
- I.3.16** "Substance of a Lecture" means course or program outlines, handouts, PowerPoint or other image or written presentation formats, materials, notes, and teaching assignments and examination related materials that are distributed or made available from the lecturer or program/course coordinator to students as part of a RRU educational program, course or class. Substance of a Lecture may also include unique or newly created technical processes, tools, or systems that are required to effectively deliver such courses, classes or programs.

#### **I.4** Applicability

- I.4.1** This Policy applies to all RRU Members.
- I.4.2** This Policy applies to all IP created using RRU Resources, even in situations where the Creator has left or will be leaving the University and plans to use, distribute or Commercialize such IP independent of RRU, unless there is a written agreement with RRU (Vice President Academic and Provost or President or delegate) to the contrary.
- I.4.3** This Policy also applies to: (a) IP created by external research contractors, unless there are written contract clauses that stipulate otherwise and that have been approved by RRU senior administration (Vice President or President or delegate), and (b) other persons providing services to RRU under a contract for services or a written agreement.
- I.4.4** This Policy applies to the Creator and her/his heirs, successors, and assigns and RRU's successors and assigns.
- I.4.5** This Policy does not apply to:
  - a)** IP created in the course of non-RRU activities and/or where the IP was created without using RRU Resources.
  - b)** IP created during activities conducted wholly while on an unpaid leave of absence away from RRU.
  - c)** IP created by non-RRU Members but whose IP is used by RRU Members, except in circumstances where a non-RRU Member collaborates with a RRU



Member and RRU Resources are used or by virtue of a particular contractual arrangement.

## **I.5** The IP Policy and Procedures

- I.5.1** RRU Supports Creator owned IP (subject to Section 5.4) in keeping with its obligations pursuant to the BC University Act and the relevant federal intellectual property laws and the common law respecting patents, industrial design, trademarks, copyright, integrated circuit topography, plant breeders rights and trade secrets, wherein RRU retains ownership to IP (see Article 16 of the RRU Collective Agreement).
- I.5.2** In support of the principles of Creator owned IP, RRU Members retain full right, title and interest to their IP (subject to Sections 5.4, 5.5 and other relevant provisions of this Policy), including as follows:
- a)** The Substance of a Lecture developed by RRU Faculty (in such case, the lecturer), whether delivered in the classroom or via other means, are owned by the Creator, as is Courseware developed by RRU Faculty using RRU Resources, subject, in both cases, to Section 5.4(b) and Section 5.5(a). RRU Faculty are entitled to use such Substance of Lectures or Courseware for commercial or non-commercial non-RRU purposes, subject to the disclosure requirements under Section 6 and other provisions of this Policy, and provided such activities are not in Conflict with their position at RRU, and provided the Creator does not use any RRU Resources for the distribution of such Substance of a Lecture or Courseware to non-RRU entities, and provided the Creator also does not make any use of or reference to RRU Resources or suggest any affiliation with RRU, unless the Creator has express written approval of a RRU Vice President level authority to the contrary.
  - b)** RRU Faculty Research Activities and Products developed using RRU Resources are owned by the Creator, subject to Section 5.4 and Section 5.5(b) and Section 6, and except in specific situations wherein it is pre-agreed that such activities undertaken by a RRU Faculty will be owned by RRU.
  - c)** IP created by a RRU Member exclusively under an undergraduate or diploma or certificate program as part of the course of completing the requirements for an academic degree, certificate or other academic program is owned by the Creator, subject to any employment or other obligations between such RRU Members and RRU, and subject to any other obligations between such RRU Members and any external parties that sponsor or support student academic activities (e.g. companies that provide real-client student projects as part of an academic program).
  - d)** IP created by a RRU Member exclusively under a graduate student program as part of the course of completing the requirements for an academic degree is owned by the Creator, provided the RRU Member and the supervising faculty member have agreed in writing that the RRU Member is the sole Creator (in circumstances where the graduate student is claiming sole ownership), and subject to any employment or other obligations between such RRU Members and RRU, and subject to any other obligations between such RRU Members and any external parties that sponsor or support student academic activities.

- I.5.3** While RRU supports Creator owned IP, the provisions of Sections 5.1 and 5.2 shall not apply in the event a Creator voluntarily assigns or transfers any interest in their IP to RRU to enable RRU to assist the Creator with Commercialization, or for other purposes mutually agreed to. RRU, at its discretion, may accept such assignment or transfer and, thereafter, may transfer or license its ownership or interest to other third parties (see Commercialization Procedures, Appendix B, attached to this Policy).
- I.5.4** The following are exceptions to RRU's Creator owned Policy:
- a)** Prescribed and Assigned Duties - RRU owns all IP, including moral rights, resulting from the work of RRU Members as part of their Prescribed and Assigned Duties, unless otherwise agreed to in writing, and with the exception of the provisions for RRU Faculty under Sections 5.2(a) and 5.2(b).
  - b)** Contract Employment Duties for the Production of Educational or Other Materials
    - i)** Educational Materials - RRU owns all IP resulting from the performance of a written contract for service, agreement or commission in which RRU and the Creator have agreed to RRU's ownership, including but not limited to products prepared for on-campus, distance education and/or continuing education courses and purchased outright by RRU, and other types of teaching or research-related materials, production of which is initiated at the request of RRU, subject to a written agreement and/or license between RRU and the Creator to the contrary.
    - ii)** Other Materials - RRU also owns all other IP created as administrative or other tools, systems, processes, etc, resulting from the performance of a written contract for service, agreement or commission in which RRU and the Creator have agreed to RRU's ownership, subject to a written agreement and/or license between RRU and the Creator to the contrary.
  - c)** Sponsored Research and Development (R&D) Partnerships – a sponsoring agency may own the rights to IP developed in the course of sponsored research, or require different IP ownership provisions pursuant to a written agreement which must have prior approval by both the Creator and the Vice President Academic and Provost or President or Associate Vice President Research or delegate.
- I.5.5** Under this Policy, RRU retains a royalty-free, perpetual right to use:
- a)** For any purposes, the Substance of a Lecture and Courseware developed by RRU Faculty using RRU Resources as part of their Prescribed and Assigned Duties, and where such use includes the right of RRU to modify, distribute and/or sell such Substance of a Lecture and Courseware.
  - b)** For scholarly, academic, research, and other internal purposes of a non-commercial nature, all IP developed by RRU Members, including RRU Faculty Research Activities and Products, where RRU Resources were used in the development of the IP.

- 1.5.6** Under this Policy, in all cases, the Vice President Academic and Provost (or delegate) and/or the Associate Vice President Research, and/or the Dean of the Faculty/School (or their designate) or Senior Manager of a Division will determine whether the research or activity connected with the IP involves any ownership obligations to an outside sponsor, party, or to RRU.
- 1.5.7** Creators retain their traditional right to determine, within reason, the timing and nature of Publication of research and other academic results, except:
- a) When restriction on such Publication is in accordance with other RRU policies and procedures.
  - b) Where RRU has obtained the willing consent of the Creator prior to entering into a third party agreement which would preclude or restrict the Creator's ability to communicate their results.
- 1.5.8** Consistent with RRU Graduate Student Regulations, nothing in this Policy shall preclude a graduate student from publishing his/her thesis in any form at any time, without the informed consent of the graduate student and, as applicable, the informed consent of the graduate student's supervisor.
- 1.5.9** Wherein RRU retains ownership of IP or IP is assigned or transferred by the Creator to RRU, RRU will inform (and, where possible, seek consent from) the Creator before entering into third-party or other agreements which would preclude or restrict the Creator's ability to communicate the results of research.
- 1.5.10** Given IP often results from collaborative or co-operative efforts among RRU Members and external parties, RRU encourages Creators to discuss ownership of IP and potential for Commercialization with staff of the RRU Office of Research or RRU Technology Transfer Office (TTO) or its equivalent. If Commercialization is anticipated and there is more than one Creator, a written agreement among the Creators regarding ownership sharing and procedures and the impact of Commercialization should be concluded as early as possible and before any negotiations related to Commercialization are commenced with third parties.
- 1.5.11** Under this Policy, when students or other supervised persons are involved, the supervising person is obligated to inform the students or other supervised persons of the intent to Commercialize and inform them that the Office of Research or TTO (or equivalent) will advise them of all relevant policies, with the goal of achieving arrangements that are fair and equitable.

## **1.6** Disclosure

- 1.6.1** 6.1 Under this Policy and because of RRU's: (a) responsibility to be accountable to government and the public; (b) legitimate interest in being informed of the activities of its employees and students in this area; (c) obligations regarding contract research, IP, and liability and related issues; (d) right to a share of the Revenue earned from Commercialization of the IP developed using RRU Resources; and (e) interest in ensuring it has the opportunity to offer Commercialization related support through its TTO or other offices, disclosure of all IP, commercial or non-commercial, developed using RRU Resources is required by RRU Members, as follows:

- a) For scholarly Publications and much of the other typical creative activity by RRU Faculty and researchers, disclosure of IP of a non-commercial nature shall normally be through the annual updated curriculum, through discussions with or presentations to a supervisor, or by other acceptable RRU procedures.
- b) Any Creator who intends or elects to Commercialize IP that has been developed using RRU Resources must disclose such intention to RRU, whether the Creator intends to Commercialize his/her IP independent of or with the support of RRU, and where such disclosure must occur prior to commencement of any Commercialization activities, including initiation of discussions or negotiations with any third parties. Such disclosure must be in writing to:
  - i) The RRU Office of Research or RRU TTO or equivalent, and
  - ii) The Dean of the Faculty or other administrative heads of non-academic units or School Director (for students who use significant RRU Resources; see Commercialization Procedures), and where these administrative groups will then forward the information to the appropriate other RRU offices.
- c) The disclosure requirements in Sections 6.1(a) and 6.1(b) do not normally apply to RRU students who develop IP during the normal course of their academic requirements (e.g. class assignments, reports and presentations) and who do not make Exceptional Use of RRU Resources, and where other RRU Members have not contributed to the creation of the student's IP, and where no obligations exist with respect to external sponsors. In such situations, RRU recognizes that it has no right to share in Revenues realized from such student developed IP, unless an agreement with RRU or its technology transfer representative is reached to the contrary (for example, where a student voluntarily enters into an agreement to access RRU tech transfer services or other RRU administrative offices for support towards the Commercialization of their IP). Students are encouraged to approach the RRU Office of Research or their Dean to determine whether their creation falls within this exemption or whether they have made Exceptional Use of RRU Resources.

## **I.7 Commercialization and Revenue Sharing**

- I.7.1** Fulfilling its role as a research and educational institution, RRU has the right to a share of Revenue earned from Commercialization of the IP developed using RRU Resources, and then to use this Revenue within RRU to promote and provide incentives for the pursuit of research and creative activities, support employee and student entrepreneurship, and provide resources for technology transfer and other activities at RRU.
- I.7.2** In support of a Creator owned Policy, Creators are, subject to the provisions of this Policy, free to:
  - a) Commercialize their IP alone, without involving RRU in the Commercialization process; or
  - b) Request RRU's assistance in Commercializing their IP; or

- c) Decide not to proceed with Commercialization of their IP.
- 1.7.3** The procedures for the Commercialization of non-Courseware IP generated by RRU Members using RRU Resources, and the subsequent sharing of any Revenue realized, is outlined in the Commercialization Procedures, attached as Appendix B to this Policy.
  - 1.7.4** The procedures for the Commercialization of Courseware generated by RRU Faculty using RRU Resources are as follows:
    - a) The Commercialization of Courseware is also as outlined in the Commercialization Procedures, attached as Appendix B to this Policy, subject that the requirement and mechanism for RRU to share in Revenue (as per Section 7.1 and Appendix B) shall not apply in instances where the annual Revenues generated from such Courseware Commercialization are less than \$5,000 in a calendar year – in such cases the Creator may retain all such Revenues – however, in situations where the Commercialization of Courseware realizes Revenues in excess of \$5,000 annually, RRU shall be entitled to 50% of all such Revenues in excess of \$5,000.
    - b) The University acknowledges that it cannot Commercialize Courseware developed by RRU Faculty using RRU Resources, in situations where such development was not part of the Creator's Prescribed and Assigned Duties, without the prior written agreement of the Creator.
  - 1.7.5** The RRU Office of Research shall be responsible for the reporting and administration of the proceeds of Commercialization to Creators and other third parties, as applicable.
  - 1.7.6** For the purposes of determining the allocation and/or split of Revenue, either RRU or the Creator may require the other to provide an accounting of all Revenues and funds received and expenses incurred with regard to IP covered by this Policy.
  - 1.7.7** Speakers' honoraria, reimbursement of travel expenses or out-of-pocket expenses, and similar payments received by a Creator in the course of the normal dissemination of knowledge are not considered Revenue for the purposes of this Policy.
- 1.8** RRU's Share of Revenue
    - 1.8.1** RRU's share of Revenue from Commercialization of IP shall be administered under the authority of the Vice President Academic and Provost and shall be used to support further RRU research, faculty, employee, and student and technology transfer activities and, also, RRU general operations.
    - 1.8.2** Any realized Revenue under \$5,000 shall not be subject to any Revenue sharing mechanism and shall be awarded solely to the Creator.
    - 1.8.3** RRU's portion of any realized Revenue that totals in excess of \$5,000 and less than \$500,000 in a fiscal year shall be distributed as follows:

- a) 40% to the Creator's Faculty or Division (to be used at the discretion of the Dean or Senior Manager)
- b) 60% to be further subdivided as follows:
  - i) 20 % to the Office of the Vice President Academic and Provost
  - ii) 20 % to the Office of Research
  - iii) 20% to the Office of the Vice President Finance

**I.8.4** RRU's portion of any realized Revenue in excess of \$500,000 in a fiscal year will go into RRU general operations to be distributed at the discretion of the University.

## **I.9** Implementation and Interpretation of this Policy

**I.9.1** The Vice President Academic and Provost has executive responsibility for implementing this Policy and will be the final decision authority on behalf of RRU for any Commercialization related agreements entered into under this Policy.

**I.9.2** IP that was created prior to the approval of this Policy shall be reviewed by RRU and its Office of Research in consultation with the Creators, to determine the applicability of any prior and relevant RRU agreements, policies and procedures.

**I.9.3** With respect to other persons, questions of interpretation or application of this Policy shall be referred to the President, whose decision shall be final.

## **I.10** Resolution of Disputes

**I.10.1** If a dispute arises among Creators regarding their relative contributions to the creation of IP and such dispute cannot be settled by the individuals involved, the advice and assistance of the RRU Vice President Academic and Provost, the Office of Research, the Faculty Dean and/or other administrative equivalents will be sought.

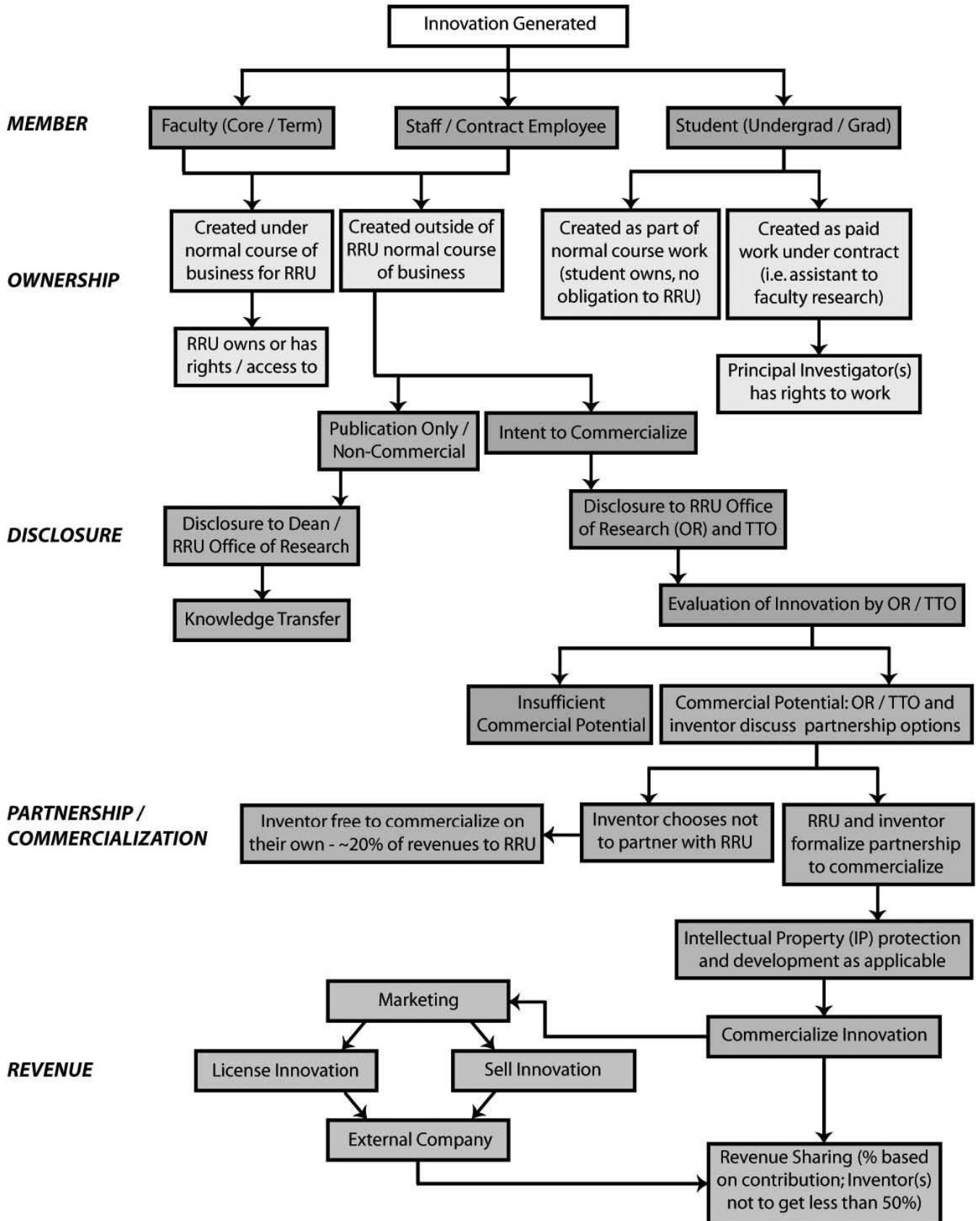
**I.10.2** Disputes between the Creator and RRU regarding the provisions of this Policy which cannot be resolved through informal consultation shall be referred to appropriate dispute resolution processes set out in agreements and or collective agreements for such RRU Members or the appropriate set of other RRU policies or regulations governing the RRU constituent group of which the Creator is a member. In situations not covered by existing agreements or policies, RRU and the parties involved will agree upon a dispute resolution mechanism using a third party outside of the process and where this person may be from within the institution.

**I.10.3** Where the relationship between the Creator and RRU may be governed by more than one agreement or set of policies or regulations owing to multiple activities of the Creator within RRU, then that agreement or set of policies or regulations which relate to the primary status of the Creator will apply for purposes of actions under Section 9 of this Policy.

## **I.11** Amendments

**I.11.1** Major amendments to this Intellectual Property Policy and Procedures must be approved by the RRU Board of Governors.

**APPENDIX A: OUTLINE OF THE GENERAL ELEMENTS OF THE IP POLICY**





## APPENDIX B COMMERCIALIZATION PROCEDURES

### General:

1. All RRU Members are eligible to access RRU's technology transfer related resources to potentially support the Commercialization of their IP in accordance with the procedures and guidelines outlined in this Policy.
2. Creators are encouraged to disclose their intent to Commercialize as soon as reasonable after the decision to Commercialize the IP has been made, or as soon as research or other creative results demonstrate applications of a commercial potential (as Creators of IP should be aware that Publication may introduce deadlines for proprietary protection of IP).
3. RRU shall make all reasonable efforts to maintain the confidentiality of proprietary and business information of Creators when disclosing IP and Commercialization plans to RRU personnel, including staff of the Office of Research and other RRU administrative groups. Creators shall make all reasonable efforts to maintain and not disclose proprietary or business information of RRU.
4. Creators must consult with and obtain the approval of RRU via the appropriate RRU Vice President (or designate) before using RRU's name, logo, facilities or resources in connection with any commercial activities.

### **Option 1 Creator chooses to Commercialize his/her IP alone, without involving RRU (or its TTO or equivalent) in the Commercialization process.**

1. Any Creator who intends or elects to Commercialize IP that has been developed using RRU Resources must disclose such intention to RRU (see Section 6), whether the Creator intends to Commercialize their IP independent of or with the support of RRU.
2. When RRU directly, or through its Office of Research or TTO or equivalent, indicates an interest in supporting Commercialization of the IP, but the Creator chooses to Commercialize the IP without using RRU services and support, RRU will assert its right to a share of the proceeds and will normally receive 20% of all Commercialization Revenue received by the Creator(s) to reflect RRU's infrastructure and other resource investment and to ensure a return on investment to support further research and creative activities at RRU. Variations to this 20% RRU share may be made, under the authority of the Vice President Academic and Provost, based on above-normal or below-normal use of RRU Resources and additional financial or other contributions from the Creator or other parties.
3. The requirement for the Creator to share 20% of Revenue with RRU shall not apply if RRU indicates in writing (through the Vice President Academic and Provost) that it has no interest in supporting Commercialization of the IP.

When a Creator Commercializes their IP without using RRU services and support, the following restrictions apply:

1. No RRU Resources may be used during the Commercialization of the IP without the express written permission of RRU (Vice President level or designate), and where such RRU Resources, in addition to those outlined in Section 3.12, include the use of RRU's name, electronic systems (email, phone, fax, etc), and/or the use of representation of the Creator's position at RRU (e.g. using department letterhead for correspondence, etc).
2. No activities may occur or references may be made by the Creator that suggest or commit RRU to any form of association with, responsibility for, or liability associated with, the Commercialization of the IP, without the express written permission of RRU (Vice President level or designate).

**Option 2 Creator chooses to request RRU assistance in the Commercialization of his/her IP.**

1. Any Creator who intends or elects to Commercialize IP that has been developed using RRU Resources must disclose such intention to RRU (see Section 6), whether the Creator intends to Commercialize their IP independent of or with the support of RRU.
2. Upon disclosure, the Vice President Academic and Provost or the RRU Office of Research or RRU TTO or equivalent (as designate) will work with the Creator to determine the commercial potential of the IP and whether investment of RRU Resources in Commercialization is warranted.
3. If RRU declines to invest or support the Commercialization of the IP, the Creator may pursue Commercialization alone as per Option 1 above, but where RRU waives its right to receive 20% of Revenue (i.e. per Option 1, item 3).
4. When RRU directly, or through its Office of Research or TTO or equivalent, agrees to support Commercialization of the Creator's IP and the Creator desires to work with RRU, the Creator will be required to make an assignment to RRU of all rights in and to the IP to enable RRU to act effectively on the Creator's behalf.
5. Following any such assignment, RRU will commence Commercialization activities, with the support and involvement of the Creator, and pursue protection of the IP, as applicable. Commercialization activities and support to be provided by RRU and its TTO or equivalent may include:
  - a. Evaluation of commercial potential
  - b. Protection of IP
  - c. Identification of commercial partners
  - d. Prototype development support
  - e. Access to continued use of RRU Resources, facilities and equipment
  - f. Access to additional public and private funding sources
  - g. Assisting with the creation of new ventures through advice on business planning, legal matters and capital acquisition
  - h. Agreements and contracts development and negotiation
  - i. Administration and distribution of Revenues
6. The aforementioned assignment agreement will also detail a Revenue sharing agreement between the Creator and RRU where the guidelines for such Revenue sharing will

typically be as follows:

- a. Any realized Revenue under \$5,000 shall not be subject to any Revenue sharing mechanism and shall be awarded solely to the Creator.
  - b. Where realized Revenue is in excess of \$5,000, RRU (or its Office of Research and/or TTO or equivalent) will first be re-paid for all past Direct Costs before any Revenues are distributed to the Creator.
  - c. After re-payment of Direct Costs, all additional Revenues shall typically be shared between the Creator(s) and RRU as follows:
    - i. **50% Creator(s) – 50% RRU**; if significant RRU (or its TTO or equivalent) Resources were used in the development of the IP, and if RRU or its Office of Research (or its TTO or equivalent) is required to put significant direct and/or indirect investment into IP protection (e.g. patenting) and/or other Commercialization activities; or
    - ii. **50%-75% Creator(s) - 25%-50% RRU**; if significant RRU (or its TTO or equivalent) Resources were not used in the development of the IP and/or if significant IP protection is not required and/or RRU (or its TTO or equivalent) does not have to put significant other direct and/or indirect investment into Commercialization activities.
  - d. The exact Revenue sharing formula between the Creator and RRU, under 6.c, will be discussed and agreed to between RRU and the Creator once the path to Commercializing the IP has been agreed to by the parties. Further variations to these formulae may be made, under the authority of the Vice President Academic and Provost, based on above-normal or below-normal use of RRU Resources and additional financial or other contributions from the Creator or other parties. Further variations to these formulae are also possible regarding the compensation tied to the formation of spin-off companies or for the Commercialization of student IP.
7. If RRU fails to make reasonable efforts to Commercialize the IP for any 12-month period of time, RRU will assign its rights back to the Creator, if so requested by the Creator. RRU must also give reasonable notice to the Creator, and in any case, notice of not less than one month, if RRU decides that it will not pursue or maintain the protection of IP. Under such cases the Creator may still pursue Commercialization alone, as per Option 1 above.

**IN WITNESS WHEREOF, the University and the Union have executed this Agreement in duplicate by their respective officers, hereunto duly authorize this \_\_ day of \_\_\_\_\_, 2006 signed in the City of Victoria, Province of British Columbia.**

**ON BEHALF OF  
ROYAL ROADS UNIVERSITY:**

**ON BEHALF OF THE FACULTY  
ASSOCIATION:**

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**Bob Skene  
Acting President**

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**Paz Buttedahl  
President**

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**Stephen Grundy  
Acting Vice President Academic and  
Provost**

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**Brian Mallory  
Director, Human Resources and  
Organizational Development**

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