

COLLECTIVE AGREEMENT BETWEEN
ROYAL ROADS UNIVERSITY AND
THE ROYAL ROADS UNIVERSITY
FACULTY ASSOCIATION

APRIL 1, 2022 TO MARCH 31, 2025



LAND ACKNOWLEDGEMENT

Royal Roads University members acknowledge that we learn, work, and live on the traditional lands of the Xwsepsum (Esquimalt) and Lekwungen (Songhees) ancestors and families who have lived here for thousands of years. This land has been part of the fabric of the life of Indigenous communities long before Hatley Castle was built, and it will be long into the future. It is with gratitude that we now learn and work here, where the past, present and future of Indigenous and non-Indigenous students, faculty and staff come together.

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INTERPRETATIONS AND DEFINITIONS

Academic Administrator: designates the President, Vice-President Academic and Provost, Vice-Provosts, Associate Vice-Presidents, Deans, Vice Deans and Associate Deans and University Librarian.

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

Association: refers to the Royal Roads University Faculty Association.

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

Employer: refers to Royal Roads University.

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

Intellectual Leads: are Faculty Members appointed by the Dean to oversee frequent updating of a course or courses within a particular academic field.

JCOAA: refers to the Joint Committee on the Administration of the Agreement.

Librarian Member: designates a full-time professional librarian appointed to carry out duties of librarianship, research and scholarship, and service.

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 Royal Roads University Faculty Association.

President: means the President of Royal Roads University.

Program Heads: 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.

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

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.

Vice-President Academic and Provost: means the Vice-President Academic and Provost of Royal Roads University.

ARTICLE 1 Preamble

- 1.1 The Parties recognize the need to sustain the special purpose nature of the University and the distinctive elements upon which this uniqueness is founded.

ARTICLE 2 Application

- 2.1 The provisions of the Agreement apply to the Association and its Members, as well as to the University and its representatives.
- 2.2 In this Agreement, the plural shall include the singular and the singular shall include the plural where the context so requires.
- 2.3 Gender Diversity and Use of Pronouns
- a) The Parties recognize gender diversity and the principle of promoting equity among all genders both in the language of the Collective Agreement, and at Royal Roads University. Therefore, the use of the gender-neutral pronouns “they,” “their” and “them” will be observed throughout the Agreement and should be read as applying to the preferred pronoun of an individual person, except in the context of sentences where “they”, “their” and “them” can clearly be understood as intended to be plural.

ARTICLE 3 Purpose

- 3.1 The purpose of this Agreement is to promote and maintain harmonious and mutually beneficial relations between the Employer and the Association; to set forth certain terms and conditions of employment relating to remuneration, employee benefits, and general working conditions that will permit the objectives of the Employer and the Association to be maintained; and to ensure the fullest recognition within the academic community and society at large of the academic standards maintained and promoted at the University.

ARTICLE 4 Management Rights

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

ARTICLE 5 Collegiality, Openness and Transparency

5.1 Definition of Collegiality

The Parties acknowledge a definition of collegiality as a standard of behaviour, shared among Faculty and Librarian Members, and Academic Administrators involved in the academic mission and organizational life of the University, which has three (3) parts.

- (a) The first is a spirit of collaboration and accommodation in support of a positive working environment and academic programs of high quality.
- (b) The second is a professional etiquette, in which Members and Academic Administrators pledge themselves to the value and practice of civility, respect, and tolerance.
- (c) The third is organizational citizenship, in which the Parties commit themselves to an appropriate balance of their professional self-interest relative to the collective good within their academic and organizational units, and likewise with regard to the performance, integrity and reputation of the University at large.

5.2 Exercise of Collegiality

The scope of the exercise of collegiality at the University includes, but is not limited to, Academic Council, Curriculum Committee, and the other councils, committees, and task forces in which Members participate. The definition and practice of collegiality is understood to be limited by and will not infringe upon management rights as defined in [Article 4](#), and by the terms of the [Royal Roads University Act](#).

5.3 Definition of Openness and Transparency

The Parties acknowledge a definition of openness and transparency as, respectively, the qualities of ethical communication and accountability for statements and decisions made. In support of these definitions, the Parties agree that openness and transparency are essential to the exercise of collegiality and academic freedom.

5.4 Exercise of Openness and Transparency

The financial and other bases for decisions made by the University shall be as open as is consistent with the limits of management rights as outlined in Article 4 and the Royal Roads University Act, as well as the fiduciary responsibilities of Academic Administrators, and the need to protect personal privacy.

ARTICLE 6 Membership and Recognition

6.1 The Association as Exclusive Bargaining Agent

- a) The Association is the sole official representative and exclusive bargaining agent with regard to terms and conditions of employment for the following employee groups:
 - i) All full-time Faculty Members who hold continuing-track, continuing, or limited-term appointments;
 - ii) All full-time Librarian Members who hold probationary, continuing, or limited-term appointments;
 - iii) Any full-time Faculty Member or Librarian Member who moves to a reduced assignment. This clause will not be interpreted to imply or include associate faculty in any way.
- b) No full-time Faculty Member or Librarian Member is required to join the Association as a condition of employment.

6.2 Status of Members and Persons Outside the Bargaining Unit

- a) Faculty and Librarians who hold senior administrative positions at the level of Associate Dean or above, or of University Librarian, are not represented by the Association under this Agreement during the period that they hold that position. Examples of senior administrative positions include: President; Vice-Presidents; Vice Provosts; Associate Vice-Presidents; Deans; Vice Deans; Associate Deans; University Librarian; any person appointed to any senior administrative position in an acting capacity.
- b) A Member who is appointed to an excluded position shall, upon termination of that appointment, regain membership in the Association.

6.3 Recognition of the Association President, Members of the Executive, and Other Members Elected or Appointed by the Association

- a) The Employer shall recognize the President of the Association, members of the Executive, the chief negotiator and the bargaining team, the grievance officer, and other Members elected or appointed for particular Association functions, as persons designated for the purpose of relations between the University and the Association arising out of this Agreement. The names of those other Members elected or appointed for particular Association functions will be provided to the University in advance.
- b) The Employer agrees that service to the Association shall be considered as service to the University. This shall apply to the President of the Association, members of the Executive, the chief negotiator and the bargaining team, and the grievance officer.

6.4 Space and Resources for the Association

- a) The Employer will provide the Association, without charge, office space and the use of appropriate campus facilities in order to conduct meetings of its membership.

ARTICLE 7 Association Dues and Fees

- 7.1 The Association will obtain written authorization from its Members for membership dues, any revised membership dues, or additional fees, levies or assessments, and will submit such written authorizations to the Employer with at least 30 days' notice of the deduction effective date. The Employer agrees to administer the Member-authorized deductions via payroll deduction beginning on the first pay date following the deduction effective date.
- 7.2 A Member who objects to the paying of any fees, dues, or other assessments to the Association in accordance with the provisions of [Section 17, Religious objections, of the Labour Relations Code](#) shall have an amount equal to the fees, dues, or other assessments to the Association remitted by the Employer to a Canadian registered charitable organization of the Member's choice.
- 7.3 The Employer shall deduct, every pay period, from the salary of each Member, the membership dues and, subject to 7.2, shall forward to the Association the total amount of dues collected that pay period with a corresponding list stating the name, salary, and the Association dues deduction amount for each Member for that pay period. Dues deducted for the year to date for each Member will be reported to the Association on a quarterly basis.

ARTICLE 8 Association's Rights to Call upon Assistance

- 8.1 The Employer recognizes that the Association has the right at any time to call upon the assistance of any party.
- 8.2 The Employer recognizes that the Association has the right to consult with duly authorized representatives of the Canadian Association of University Teachers (CAUT) and the Confederation of University Faculty Associations of BC (CUFA-BC) on the University premises. Such access will be at the Association's discretion.
- 8.3 Should the Association choose to consult with representatives of other organizations on University premises, the Association will notify the Employer through the JCOAA of this consultation in advance.

ARTICLE 9 Joint Committee on the Administration of the Agreement ("JCOAA")

- 9.1 A joint committee of the Association and the Employer exists to administer the Agreement. It consists of two (2) representatives of the Association and two (2) representatives of the Employer or such other number of representatives as may be

agreed to by the Parties. Additionally, from time to time one (1) Party, with the permission of the other, may invite guest(s) to attend a JCOAA meeting to speak to a particular item on the agenda.

- 9.2** The JCOAA will determine its own procedures and shall be jointly chaired by a representative of the Association and of the Employer. The joint Chairs will alternately preside over meetings of the JCOAA.
- 9.3** The Parties agree to meet a minimum of two (2) times a year and otherwise at the request of either Party.

ARTICLE 10 Amendments

- 10.1** During the term of the Agreement the Parties may by mutual agreement
- a) Create Memoranda of Understanding that are intended to operationalize clauses of the Agreement where necessary; and
 - b) Amend the Agreement via a Memorandum of Agreement, subject to government approval requirements, including with respect to management rights and to the cost of the Agreement.

ARTICLE 11 Compliance with Employment Law

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

ARTICLE 12 No Strike No Lockout

- 12.1** The Parties agree that there shall be no strike or lockout for the term of this Agreement.

ARTICLE 13 Academic Freedom

13.1 Definition of Academic Freedom

Academic freedom includes the right, without restriction by prescribed doctrine, to freedom of teaching and discussion; freedom in carrying out research and disseminating and publishing the results thereof; freedom in producing and performing creative works; freedom to engage in service to the institution and the community; freedom to express freely one's opinion about the University and its administration; freedom to express freely one's opinion about the Association; freedom from institutional censorship; freedom to acquire, preserve, and provide access to documentary material in all formats; and freedom to participate in professional and representative academic bodies.

13.2 Exercise of Academic Freedom

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, the research and scholarship, and the service and academic administration functions of the University.

In support of the legitimate exercise of academic freedom, the Parties commit to the following principles:

The right of Members to the exercise of academic freedom as defined in [Article 13.1](#);

- a) the right of Members 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;
- b) the right of Members to exercise their academic freedom in debates and decisions relevant to their collegial participation at the University, and as this participation is limited by management rights as defined in [Article 4](#), and by the terms of the [Royal Roads University Act](#).

ARTICLE 14 Confidentiality and Access to Official Personnel File

- 14.1 All Members have a right to privacy. This right is supported, in general, by the provisions of the [British Columbia Freedom of Information and Protection of Privacy Act](#) (“FOIPOP”) and the [British Columbia Personal Information Protection Act](#) (“PIPA”), as they apply to the Employer and to the Association respectively.
- 14.2 There shall be one (1) Official Personnel File for each Member, composed of both paper and digital documents. The Human Resources Department solely shall keep the Official Personnel File for each Member, and this file will serve as the official record related to the Member’s employment at the University. This official file and all files directly supporting documents listed in Article 14.5, such as the Promotion Application File referenced in [Article 20](#), shall be the only files used in decisions respecting any and all terms and conditions of employment of a Member.
- 14.3 Upon written request, a Member shall have the right to examine their Official Personnel File during normal business hours without unreasonable delay. This examination shall be conducted with a member of the Human Resources Department present. A Member has the right to request and retain copies of information contained in their personnel file.

- 14.4** Only those with administrative access as provided for by Freedom of Information and Protection of Privacy ([FOIPOP](#)) shall have access to a Member's Official Personnel File.
- 14.5 An Official Personnel File may include but is not limited to:**
- a) General information such as personal data, letters of appointment, curriculum vitae;
 - b) Documents relating to benefits administration, pension/retirement, leave, pay, non-medical accommodations, professional development, work plans, and performance, which includes the Dean's performance evaluation letter and the Vice-President Academic's salary adjustment letter;
 - c) Official documents pertaining to conversion or promotion;
 - d) Confidential letters of recommendation or reference;
 - e) Documents pertaining to grievances which could include, for example, minutes of grievance meetings, supporting materials/evidence/data, letters, emails, memoranda of settlement.
- 14.6** No anonymous material concerning any Member shall be kept in the Member's Official Personnel File, nor shall be submitted as evidence in any administrative processes. A Member shall receive a copy of any document submitted to the Member's Official Personnel File at the time it is placed in the file.
- 14.7** A Member shall have the right to have the Member's Official Personnel File supplemented or corrected in the event of error, incompleteness, or a dispute relating to the presence or content of a particular document(s).
- 14.8** Any records arising from disciplinary proceedings that do not result in discipline or discharge shall not be placed in the member's Official Personnel File. All such documents shall be kept separate from their Official Personnel File and under secure conditions in the Human Resources Department.
- 14.9** Upon a Member's request of Human Resources, any record of discipline shall be removed from the Member's Official Personnel File after five (5) years from the date of the discipline provided that no subsequent disciplinary action has been taken within that period.
- 14.10** A Member's medical information, and return-to-work documents shall be kept separate from their Official Personnel File and under secure conditions in the Human Resources Department. For clarity, any accommodation plan arising from such documentation shall appropriately be kept in the Official Personnel File.

ARTICLE 15 Conflict of Interest

15.1 Application of this Article

This Article applies to:

- a) Participation of Members and others in any recommendation or decision or the process leading to such a recommendation or decision to which this Agreement applies;
- b) the participation of Members in matters pertaining to the financial or property interests of the University; and
- c) the use of confidential information acquired by a Member in the course of the Member's 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.

15.2 Scope of Conflict of Interest

- a) An actual or potential conflict of interest arises when a Member is in a situation where the Member's personal, financial or professional interests conflict or appear to conflict with their responsibilities to the University. A Member is also deemed to be in an actual or potential conflict of interest when an immediate family member or a person in a current or recent intimate relationship with the Member has personal, financial, or professional interests that conflict or appear to conflict with the Member's responsibilities to the University.
- 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 Association, themselves or other Members;
 - ii) the interest of the Member and any benefit to the Member is only as part of the advancement of the interests of the Member's academic unit or the University as a whole.

15.3 Obligation to Disclose

A Member who becomes aware that they have 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 Member participates in any meeting or other process at which the subject matter of the conflict of interest will be considered.

15.4 Allegation of Conflict of Interest

Where any person alleges in a signed statement that a 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.

15.5 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.

15.6 Abstention where Conflict of Interest Exists

- a) Where a Member has a conflict of interest, the Member shall refrain from participating in making any recommendation or decision that directly and preferentially benefits the Member's personal, financial, or professional interest, or the personal, financial, or professional interest of an immediate family member or of an individual with whom the Member has or has recently had a personal or 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 and Provost or designate, after full written disclosure of the conflict, a Member 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 Member, or an individual in the Member's immediate family or an individual with whom the Member has or has recently had a personal or intimate relationship, has a material financial interest.

15.7 Conflict of Interest in Student-Member Relationships

- a) A conflict of interest arises in situations in which there is a reasonable apprehension that a relationship between a Member and a student may confer upon one (1) of them an unfair advantage or subject one (1) of them to an unfair disadvantage. Such relationships include, but are not limited to:
 - i) close family relationships such as those between spouses or partners, parents and children, siblings, in-laws, grandparents and grandchildren;
 - ii) amorous relationships;
 - iii) relationships between persons whose economic interest are closely interrelated.

- b) A conflict of interest arises in any situation where a Member is in a position to make decisions or take actions that affect the student. Such situations include, but are not limited to:
 - i) the decision to admit a student to a program;
 - ii) the provision of instruction;
 - iii) the evaluation of a student;
 - iv) the awarding of prizes, scholarships, financial assistance, and other benefits;
 - v) the awarding of teaching or research assistantships or other remunerative employment, either within the University or using funds administered by the University.
- c) Where a conflict of interest arises, the Member must notify the next level of authority.
- d) The Member shall decline or terminate a supervisory, teaching, evaluative or decision-making role in which a conflict of interest arises, unless the next level of authority is of the view that this will create undue hardship to the student.
- e) 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.
- f) Where no reasonable or appropriate alternative exists, the Member shall ensure that a fair and unbiased mechanism of evaluation is put in place. This may require another qualified Member to review all material submitted for evaluation, review the grades assigned, and report whether those grades are reasonable. Any third-party Member who believes a student-Member conflict of interest exists shall bring the matter to the attention of the next level of authority.
- g) 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.

ARTICLE 16 Reasonable Apprehension of Bias

16.1 Definition of Reasonable Apprehension of Bias

A reasonable apprehension of bias exists when it may be credibly believed that a person making a decision that affects a Member is acting in self-interest or reflects a prejudice that interferes with fair judgment. A determination that there is a reasonable apprehension of bias does not mean that the person is in fact biased.

16.2 Determination of Whether a Reasonable Apprehension of Bias Exists

- a) A Member who is concerned that a decision or decision-making process is biased against the Member may request, in writing, that the next level of authority determine whether the Member's apprehension of bias is reasonable.
- b) 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.
- c) The next level of authority will determine whether a reasonable apprehension of bias exists as defined by this Article. All parties involved will be informed in writing by the next level of authority of the outcome.

16.3 Abstention

Where a reasonable apprehension of bias exists, the person about whom the complaint is made shall refrain from making any recommendation or decision or participating in processes leading to a recommendation or decision. Refraining from participation means withdrawing from all or any portion of a meeting where the subject matter of the conflict will be discussed.

ARTICLE 17 Faculty Member Ranks

- 17.1** The rights, duties, and responsibilities of a Faculty Member shall include an appropriate and reasonable combination of some or all of: teaching, research and scholarship, service, and academic administration.
- 17.2** The University will reasonably support a variety of career paths for Faculty Members, balancing a Faculty Member's strengths and aspirations with the needs of the University. Each career path must leave open the possibility of promotion to the highest academic rank. Demonstrated excellence in teaching is valued equally with excellence in research and scholarship.
- 17.3** Each Faculty Member will hold an appointment in one (1) of the following academic ranks:
 - a) Professor
 - b) Associate Professor
 - c) Assistant Professor
 - d) Instructor

17.4 Descriptions

It is generally understood that as Faculty Members are promoted through the academic ranks, there is an elevated expectation for sustained excellence in performance and in the quality and quantity of achievements and contributions.

The following are descriptions of the academic ranks:

a) **Professor**

Individuals at this level have achievements that have earned them the position of academic leaders at Royal Roads, and have contributed substantially and consistently to the University's academic and professional mission, since the commencement of their appointment at Royal Roads;

A Faculty Member holding an appointment at the rank of Professor will have the following consistent with Article 27:

- i) Holds an earned doctoral degree;
- ii) A record of teaching proficiency, be it in the classroom, online, or graduate supervision;
- iii) A sustained and productive program of research and scholarship;
- iv) Evidence of significant participation in service to the University, and/or the Association, and/or the community at large;
- v) Where appropriate, evidence of significant participation in academic administration within the University, including but not limited to the Faculty Member's unit.

Demonstrable leadership and competence in academic administration by a Faculty Member, combined with teaching, research and scholarship, and service, all of a fully satisfactory quality, may compensate for a lesser amount of scholarly activity.

Promotion to the rank of Professor is not automatic or based on years of service and it is expected that some persons will not attain this rank.

Normally, a Professor will have held an appointment at the rank of Associate Professor for a minimum of 3 years prior to promotion.

b) Associate Professor

Individuals at this level have achievements that have earned them the position of high-performing academic citizens at Royal Roads and have contributed meaningfully and regularly to the University's academic and professional mission since the commencement of their appointment at Royal Roads.

A Faculty Member holding an appointment at the rank of Associate Professor will have the following consistent with Article 27:

- i) Holds an earned doctoral degree. Professional qualifications or designations in fields where doctorates are not normally available, or instances where the candidate has accumulated experience judged to be particularly relevant and valuable to a field, may be considered.
- ii) A record of effective teaching, be it in the classroom, online, and/or graduate supervision;
- iii) A successful program of research and scholarship and, where appropriate, evidence of growth in their academic or professional field;
- iv) Evidence of continued participation in service to the University, and/or the Association, and/or the community at large;
- v) Evidence of participation in academic administration, where practicable and when opportunities exist, within the University, including but not limited to the Faculty Member's unit.

Demonstrable leadership and competence in academic administration by a Faculty Member, combined with teaching, research and scholarship, and service, all of a fully satisfactory quality, may compensate for a lesser amount of scholarly activity. Normally, an Associate Professor will have held an appointment at the rank of Assistant Professor for a minimum of 3 years prior to promotion.

c) Assistant Professor

Faculty Members holding an appointment at the rank of Assistant Professor will have the following consistent with Article 27:

- i) Normally holds or is in the process of completing an earned doctoral degree. Professional qualifications or designations in fields where doctorates are not normally available, or instances where the candidate has accumulated experience judged to be particularly relevant and valuable to a field, may be considered.
- ii) Evidence of commitment to and ability in teaching, be it in the classroom, online, or graduate supervision;

- iii) Evidence of activity in their program of research and scholarship;
- iv) Promise of participation in service to the University, or the Association, or the community at large;
- v) Promise of participation in academic administration within the University, including but not limited to the Faculty Member's unit.

d) Instructor

Faculty Members holding an appointment at the rank of Instructor will:

- i) Possess a master's degree or equivalent appropriate professional accreditation, or professional practice deemed the equivalent of a master's degree; and,
- ii) Demonstrate the ability to teach university students effectively and show achievement in an applied or professional field.

ARTICLE 18 Types of Faculty Member Appointment

18.1 There are three (3) types of full-time faculty appointments:

- a) Continuing Track Appointment: an appointment normally for a period of five (5) years that may or may not lead to a Continuing Appointment (Article 18.1.b), subject to the following:
 - i) The length of the Continuing Track Appointment is automatically adjusted (for an equal period) if the Member has been granted Maternity, Parental or Adoption Leave, Sick Leave or Long-Term Disability for 15 weeks or more; or, if the Member is on reduced time, the length is adjusted on a prorated basis.
 - ii) The University may end any Continuing Track Appointment at any time. A rejection or ending of Continuing Track Appointment during the term of the Continuing Track Appointment shall not be considered a dismissal for the purpose of [Article 40](#) or [Article 38](#).
 - iii) The University's decision to end a Continuing Track Appointment may be the subject of the grievance procedure in Article 41 of this Agreement.
- b) Continuing Appointment: an appointment without term.
- c) Limited-term Appointments (LTA): a full-time appointment, made at any rank, with a defined and limited-term in accordance with Article 18.1.c.i. or 18.1.c.ii.

- i) a term of up to five (5) years:
 - a. where a person's skill and experience are required only for a limited period of time; or
 - b. To replace a person who is on leave or who has been appointed to an administrative position at the University;
- ii) a term that may exceed five (5) years, when the funds from which the holder of the appointment will be paid are non-recurring and from sources external to the University.

ARTICLE 19 Faculty Member Application for Conversion

19.1 Faculty Members holding a Continuing Track Appointment shall apply for a conversion to a Continuing Appointment within the following timeframes:

- a) No earlier than 3 years after the start date of their Continuing Track Appointment, except in exceptional circumstances as approved by the Vice-President Academic and Provost; and
- b) no later than 4 years after the start date of their Continuing Track Appointment
- c) For the purposes of meeting the 3-year threshold, the duration of a Limited Term Appointment, held by the Faculty Member contiguous to the Continuing Track Appointment, may be applied.

19.2 A Faculty Member will submit their application for conversion to a Continuing Appointment to their respective Dean or equivalent, with a copy to the School Director or equivalent.

19.3 A Faculty Member may apply for promotion at the same time as they apply for conversion to a Continuing Appointment and with the same application package.

19.4 At the time of their application, the Faculty Member will provide the Dean with a list containing the names of four (4) rank-ordered referees (i.e., Professor, Associate Professor or equivalent), at least three (3) of whom must be external to RRU and all of whom must be experienced and respected in the applicant's field of study, in order to qualify to serve as independent referees. It is recognized that Faculty Members are often scholar-practitioners, and that this means that their peers may be located in professional practice in that field or industry relevant to the Faculty Member's discipline, rather than in universities.

- a) The Faculty Member must attach a curriculum vitae for each proposed referee on the Faculty Member's list.

- b) The Dean or equivalent will obtain references from three (3) referees agreed to by the Faculty Member, at least one (1) of whom 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 as assessed against the criteria set out at Article 22.1(d).
 - c) In the event a contacted referee is, for whatever reason, unable or unwilling to provide a reference by the stated timeline, the Dean and the Faculty Member will agree upon an alternate and a revised timeline to receive the reference and the Dean will advise the University Continuing and Promotion Committee (UCPC) of the status of the references.
- 19.5** Within 15 working days of the Faculty Member's submission of the application for conversion to a Continuing Appointment, the Dean will request that the Faculty Member's School Director or equivalent solicit input from other Faculty Members as to the applicant's academic qualifications and suitability for conversion to a Continuing Appointment within the School, based on the criteria for conversion to a Continuing Appointment. The Dean will provide the applicant's CV and application letter to the Faculty Member's School Director or equivalent.
- 19.6** For an application for conversion to a Continuing Appointment, the Faculty Members who provide input must consider the degree to which the applicant's performance reflects collegiality as defined in Article 5.1.
- 19.7** The results of the solicitation as per Article 19.5 will be provided to the Dean by the School Director (or equivalent) within fifteen (15) working days of having received the request from the Dean. The results will be provided in a written statement, summarizing the input that is relevant to the criteria, along with supporting documentation. The statement and supporting documentation will have all identifiers removed.
- 19.8** The Faculty Member shall ensure their application for conversion to a Continuing Appointment includes the following items:
- a) A letter of application, written by the Faculty Member, requesting conversion to a Continuing Appointment; the letter shall offer a rationale for such conversion, using:
 - i) the criteria set out at Article 22.1(d),
 - ii) and the descriptions of the areas of academic duties and responsibilities, as outlined at Article 27 (Member's Rights, Duties and Responsibilities);
 - b) An up-to-date curriculum vitae;
 - c) All of the Faculty Member's work plans as per Article 28.7 and performance reviews as per Article 30 during their Continuing Track Appointment;

- d) Documentation and evidence of the results of the Faculty Member's research and scholarship activities since the Faculty Member's Continuing Track Appointment;
- e) All teaching evaluations since the commencement of the Faculty Member's Continuing Track Appointment;
- f) The Faculty Member's teaching dossier;
- g) A list and brief summary of administrative duties, committee appointments, and any other program or business development and marketing work performed since the commencement of the Faculty Member's Continuing Track Appointment;
- h) A list and brief summary of professional services provided to the outside community since the commencement of the Faculty Member's Continuing Track Appointment;
- i) A list of awards or recognitions given to excellence in research and scholarship, service, and academic administration, since the commencement of the Faculty Member's Continuing Track Appointment;
- j) Additional documentation in support of excellence in teaching, research and scholarship, service, and academic administration. The choice of documentation here is at the Faculty Member's discretion but must be since the commencement of the Faculty Member's Continuing Track Appointment. These should reflect those duties and responsibilities of the Faculty Member as detailed in Article 27;

19.9 The Dean, upon receipt of the materials noted in 19.9.a and 19.9.b below, shall provide the UCPC with the Member's complete "Conversion/Promotion Application Package" which shall be made up of:

- a) The references as obtained in accordance with Article 19.4; and
- b) The input solicited in accordance with Article 19.5 and Article 19.6; and
- c) The materials provided by the Faculty Member as set out at Article 19.8.a-j.

19.10 A Member's complete Application for Continuing Appointment File shall be made up of:

- a) The Conversion /Promotion Application Package
- b) The recommendations provided throughout the process as described in Article 22 by the UCPC, Dean and Vice-President Academic and Provost respectively.
- c) Where applicable, documented information relevant to the UCPC's recommendation as provided by the Faculty Member during an appearance before the UCPC in accordance with Article 22.2(b).

- d) Where applicable, the recommendation of a Review Panel as provided in accordance with Article 22.7.

19.11 The Parties agree that in exceptional circumstances Article 19 may be a deterrent to recruiting new Faculty Members. A Faculty Member may be appointed to a Continuing Appointment at the point of hire provided the Member:

- a) Holds a doctorate at the time of appointment; and
- b) Held tenure or a continuing appointment at their previous academic institution; and
- c) Held a rank of Associate Professor or Professor at their previous academic institution. The Member cannot be offered a higher rank than what they hold at the time of hire; and,
- d) Has not been dismissed from their previous position.

ARTICLE 20 Faculty Member Application for Promotion

20.1 A Faculty Member's 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 30th of any year.

20.2 A Faculty Member may apply for promotion in conjunction with an application for a Continuing Appointment and may apply for both with one (1) letter of application.

20.3 At the time of the application for promotion, the steps set out at [Article 19.4](#) with respect to obtaining references will be followed. The referees will be contacted by the Dean to provide a written confidential assessment of the Faculty Member's qualifications and suitability for promotion to the rank sought as described in [Article 17.4](#).

20.4 At the time of the application for promotion, the steps set out at [Article 19.5](#) and [19.7](#) with respect to soliciting input from other core faculty as to the applicant's academic qualifications and suitability for promotion will be followed.

20.5 The Faculty Member shall ensure their application for promotion includes the following items:

- a) A letter of application, written by the Member, requesting promotion; the letter shall offer a rationale for promotion, using:
 - i) the description of the academic rank for which the Faculty Member is making application, as outlined in Article 17.4, and which form the criteria of evaluation, and

- ii) the descriptions of areas of academic performance, duties and responsibilities as set out at Article 27, which are the factors normally used in assessing the suitability of a Faculty Member for promotion; and
 - b) Each of the items identified in Article 19.8.a-j.
- 20.6** The Dean, upon receipt of the materials noted in Article 20.3 and 20.4 shall provide the UCPC with the Member's complete "Conversion/ Promotion Application Package". The contents of the Package are listed in 20.5.
- 20.7 The complete Promotion Application File shall be made up of:**
- a) The Conversion/Promotion Application Package.
 - b) The recommendations provided throughout the process as described in [Articles 22](#) by the UCPC, Dean and Vice-President Academic and Provost respectively.
 - c) Where applicable, documented information relevant to the UCPC's recommendation as provided by the Faculty Member during an appearance before the UCPC in accordance with [Article 22.2\(b\)](#).
 - d) Where applicable, the recommendation of a Review Panel as provided in accordance with [Article 22.7](#)
- 20.8** A Faculty Member receiving a promotion in rank shall receive either the new floor for the rank assigned, or an increase of \$3,000 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 April 1 of the year following the application and before any other salary increases are applied.

ARTICLE 21 University Continuing and Promotion Committee (UCPC)

- 21.1** The UCPC will be convened annually by the Office of the Vice-President Academic and Provost during the month of April for the purpose of adjudicating Faculty Member applications for a Continuing Appointment and/or promotion.
- 21.2** The UCPC will be comprised of five (5) Faculty Members of which:
- a) At least two (2) of the five (5) Faculty Members must be at the rank of professor. The remaining three (3) of the five (5) must hold rank of professor or associate professor.
 - b) All five (5) Faculty Members must have Continuing Appointments and shall hold a doctorate degree for their respective academic disciplines.

- c) At least two (2) Faculty Members from each Faculty should sit on the UCPC each year.
- d) All Faculty Members will be elected from RRUFAs in an election executed by the Registrar's office. Three (3) Faculty Members will be elected to two-year (2-year) terms; two (2) Faculty Members will be elected to three-year (3-year) terms. The UCPC will name one (1) of these five (5) persons as chair.

21.3 The Parties will review the composition of the UCPC, via the JCOAA, as may be appropriate.

ARTICLE 22 Adjudication of a Faculty Member's Application for Conversion

22.1 Process Summary

- a) The process for consideration of an application for conversion to a Continuing Appointment is set out as per this Article.
- b) The application for conversion shall proceed through the following levels of review:
 - i) the UCPC;
 - ii) the Dean;
 - iii) the Vice-President Academic and Provost.
- c) At each level of review, a recommendation with rationale shall be made for or against conversion, considering the criteria in Article 22.1(d) and the Complete Application for Continuing Appointment File, compiled in accordance with Article 19.10.
- d) Conversion from a Continuing Track Appointment to a Continuing Appointment shall be based upon:
 - i) A Faculty Member's having met or exceeded the criteria for the applicable rank as described at Article 17.4; and
 - ii) Faculty Member having upheld a standard of performance consistent with the three (3) parts of Article 5.1, Collegiality, Openness and Transparency.

22.2 Level 1: UCPC

- a) The UCPC as convened in accordance with Article 21 shall consider any application for conversion as submitted in accordance with Article 19.
- b) The Faculty Member being considered for conversion will meet with the UCPC. The UCPC shall invite the applicant to appear before it, giving the applicant at least seven (7) days advance notice. The Member will be expected to respond to questions the UCPC may have about the Application Package. Should information relevant to the UCPC's recommendation be provided by the Faculty Member during such a meeting, the UCPC should document the information and include it as part of its recommendation.
- c) Within 45 working days of having received the Conversion/Promotion Application Package, the UCPC's recommendation shall be submitted to the Dean in accordance with Article 22.1(c) and (d).

22.3 Level 2: Dean

- a) Within ten (10) working days of having received the UCPC's submission, the Dean shall submit their recommendation the Dean's recommendation and rationale shall be included in the Application for Continuing Appointment File, which shall be submitted to the Vice-President Academic and Provost shall in accordance with Article 22.1(c) and (d).

22.4 Level 3: Vice-President Academic and Provost

- a) Within ten (10) working days of having received the Dean's submission, the Vice-President Academic and Provost inform the Member of their recommendation. This shall be either:
 - i) Positive Recommendation
 - a. Recommend conversion to the President; or
 - ii) Negative Recommendation and Opportunity for Review
- b) Notify the Member with a copy to RRUFA of the recommendation and rationale.

22.5 If the President accepts the recommendation of the Vice-President Academic and Provost, the President will notify the Faculty Member in writing with a copy to RRUFA, the Dean and the UCPC.

22.6 Review of the Application for Continuing Appointment File

Within fifteen (15) working days of having received a notification from the Vice-President Academic and Provost that conversion will not be recommended, the Member may make a written request to the Vice-President Academic and Provost, with a copy to RRUFA, the Dean and the UCPC, for a review of the Application for Continuing Appointment File as per [Article 19.10](#).

22.7 Review Panel Convened

- a) Within fifteen (15) working days of the receipt of the Member's written request for a review of the Application for Continuing Appointment File, a Review Panel shall be convened, in consultation with RRUFA, consisting of three (3) Faculty Members, who are not members of the UCPC and who are agreed upon by both Parties; at least two of which are at the rank of Professor.
- b) Following its review of the Application for Continuing Appointment File, the Review Panel shall make a recommendation to the Vice-President Academic and Provost within thirty (30) working days of having received the request for the review. The recommendation of the Review Panel will be limited to upholding or rejecting the recommendation to not grant conversion on the basis of the following:
 - i) whether or not the conversion process has been followed as outlined in the Collective Agreement; and/or
 - ii) whether or not the rationale for the Vice-President Academic and Provost's recommendation to decline the application is reasonable
- c) The Review Panel's recommendation to the Vice-President Academic and Provost will be in writing and will be included in the Application for Continuing Appointment File.

22.8 Review by Vice-President Academic and Provost

Within ten (10) working days of having received the Review Panel's recommendation, the Vice-President Academic and Provost's recommendation to affirm or reject the Review Panel's recommendation shall be submitted to the President, accompanied by the Application for Continuing Appointment File.

22.9 Review by President

- a) Within ten (10) working days of having received the Application for Continuing Appointment File and the Vice-President Academic and Provost's recommendation to affirm or reject the Review Panel's recommendation, the President will decide as follows:
 -

- i) That the Faculty Member shall be granted a Continuing Appointment; or
 - ii) That the Faculty Member shall not be granted Continuing Appointment,
- b) The President will provide written notification of the decision to the Faculty Member within ten (10) working days of having received the Application for Continuing Appointment File, with a copy of the decision to the Vice-President Academic and Provost, Dean, RRUFA and the UCPC.
- c) In a case where the President decides that the Faculty Member's Continuing Track Appointment shall not be converted to a Continuing Appointment:
- i) The Faculty Member shall receive written notice that their application for conversion to a Continuing Appointment was not approved and that their employment at the University will cease upon:
 - ii) expiry of the Continuing Appointment, or;
 - iii) following six (6) months from the date of the notice; whichever period is longer.
 - a) For the balance of their employment, the Faculty Member will be expected to fulfill the responsibilities of their 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 their duties in a responsible manner during the balance of their employment such non-performance may be considered grounds for earlier dismissal with cause; and
 - b) The University will assist the Faculty Member in their transition by supporting outplacement services, agreeing to prospect search and interview time requests, and providing references.

22.10 Any timeline in this Article 22 may be extended on an exceptional basis.

ARTICLE 23 Adjudication of a Faculty Member's Application for Promotion

23.1 Adjudication process

The process for consideration of an application for promotion, request for a review of the Promotion Application File, and communication to the respective parties with respect to recommendations and the decision regarding the application, are the same as it is described at [Article 22](#), Adjudication of an Application for Continuing Appointment, except that:

- a) To be considered for promotion, Faculty Members must meet or exceed the criteria for the rank for which they are applying to be promoted, as described at [Article 17.4](#).

- b) The UCPC, Dean's, Provost and Vice-Presidents Academic's recommendation and President's decision with respect to an application for promotion, will result in one (1) of two (2) possible courses of action being recommended or decided respectively, namely that:
 - i) The Faculty Member be promoted; or
 - ii) The Faculty Member not be promoted.

23.2 Request for review

A Faculty Member's request for a Review of the Promotion Application File is the same as described at [Article 22.5](#).

In their recommendation, the Review Panel will be limited to recommending whether:

- a) the promotion process has or has not been followed as outlined in the Collective Agreement; and/or
- b) the rationale for the Vice-President Academic and Provost's recommendation to decline the application is reasonable.

The Review Panel's recommendation to the Vice-President Academic and Provost will be in writing.

ARTICLE 24 Librarian Member Ranks

24.1 At the University, Librarians are defined by excellence and achievement in a combination of three areas: librarianship, research and scholarship, and service.

24.2 The rights, duties, and responsibilities of a Librarian Member shall consist primarily of professional duties of librarianship, as well as an appropriate and reasonable combination of research and scholarship, and service.

24.3 Each Librarian Member will hold an appointment in one of the following academic ranks:

- a) Librarian III
- b) Librarian II
- c) Librarian I

24.4 Descriptions

The Member's influence on librarianship is expected to progress from local to regional to national as one progresses through the ranks.

a) Librarian III:

A Librarian III has a demonstrable and extensive record of consistent, successful

performance and substantial professional achievements as a Librarian II or equivalent. There should be clear evidence of a significant and sustained contribution over time in a combination of librarianship, research and scholarship, and service to the University and/or external professional bodies. These achievements identify individuals who have made significant contributions to librarianship and whose expertise is recognized outside the University. Individuals at this level are capable of substantially contributing to the academic and professional mission of the University as a whole.

b) Librarian II:

A Librarian II demonstrates significant achievement on a sustained basis in: librarianship, including evidence of sound independent judgment, an understanding of, and commitment to, teaching and learning, creativity and demonstrated ability in his areas of expertise, specialization, and/or administrative capacity; and a combination of research and scholarship and service to the University and/or external professional bodies. There should be clear evidence of commitment to continuing professional development.

c) Librarian I:

A Librarian I holds a ALA Accredited Master's degree in Library and Information Science or equivalent, and demonstrates achievement or the promise of achievement in librarianship and a combination of research and scholarship and service to the University and/or external professional bodies. There should be well-developed interpersonal skills, strong information technology skills, and clear promise of continuing professional development.

ARTICLE 25 Types of Librarian Member Appointment

25.1 There are three types of full-time Librarian appointments:

- a) Probationary: an appointment that may or may not lead to a Continuing Appointment (as in Article 25.1.b).
- b) Continuing Appointment: 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.

25.2 The length of the Limited Term Appointment is automatically adjusted (for an equal period) if the Member has been granted Maternity, Parental or Adoption Leave, Sick Leave or Long-Term Disability for 15 weeks or more; or, if the Member is on reduced time, the length is adjusted on a prorated basis.

25.3 Initial probationary appointments shall normally be for a period of three (3) years. Based on the process outlined in Article 25.4, 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 40](#).
- b) Where a Member feels he has been aggrieved by the decision of the University to reject or end the probationary appointment, the Member may appeal the decision through the grievance procedure in [Article 41](#) of this Agreement.

25.4 Conversion from Probationary to Continuing Appointment

- a) A Member who holds a probationary appointment shall have the right to apply for a Continuing Appointment within twelve (12) months, but no later than nine (9) months, prior to the end of their probationary appointment, or at an earlier time in exceptional circumstances with the approval of the Vice-President Academic and Provost. Before making this application, the Member shall first consult with the University Librarian.
- b) The Member's application for Continuing Appointment must include a written statement and a dossier of supportive evidence of the Member's performance in the areas of librarianship as outlined in [Article 27](#) (Members' Rights, Duties and Responsibilities), research and scholarship, and service, as is applicable to the Member's workplan for the period being assessed.
- c) At the time of application, the Member will provide the University Librarian with a list containing the names of three (3) referees, at least two (2) of whom must be external to the University and all of whom must be professional librarians in order to qualify to serve as independent referees. Curriculum Vitae for each proposed referee must be attached. The University Librarian will obtain references from two (2) referees agreed to by the Member, at least one of which will be from the list provided by the Member. The referees will be contacted by the University Librarian to provide a written confidential assessment of the 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.
- d) Within three (3) weeks of being notified by a Member of their intention to apply for Continuing Appointment, the University Librarian will solicit the opinions of Members in the Library as to the applicant's qualifications and suitability for a Continuing Appointment. The results of this solicitation will be provided in a written statement along with supporting documentation, with names deleted to preserve confidentiality, to the Member. In addition, the Member must submit workplans and performance evaluations to the University Librarian for those years the applicant worked at the University.
- e) Upon receipt of a completed application and no later than eight (8) months prior to the end of the applicant's probationary appointment, the University Librarian will convene an Advisory Committee to consider the application. This Committee will consist of three members: two selected by the University Librarian, one of whom must be a professional librarian; and one elected by and from the Members in the

Library, as arranged by the University Librarian.

If the number of persons at the University able to serve as members on the Committee is, in the opinion of the University Librarian, insufficient to form such a committee, one (1) member external to the University, who shall be a professional librarian, may serve as a member.

All Librarian Members of the Committee will be of a rank or position senior enough to appropriately assess the candidate's suitability for a Continuing Appointment.

- f) The Advisory Committee will consider the following information in its deliberations:
 - i) the Member's application letter and dossier;
 - ii) the University Librarian's statement and supporting documentation;
 - iii) the Member's workplans and performance reviews while at the University;
 - iv) Letters from the External Referees.
- g) The Member will have the right to appear before the Advisory Committee to discuss their application and information brought to the Advisory Committee's attention. The Advisory Committee may also request the Member to appear before it for the same purposes. The Member may or may not accept the Advisory Committee's invitation.
- h) The Advisory Committee's deliberation will result in one of two possible courses of action being recommended to the University Librarian:
 - i) the awarding of a Continuing Appointment to the Member; or
 - ii) the probationary appointment is not converted to a Continuing Appointment, in which case the Member's employment at the University will cease at the end of the probationary appointment period.
- i) The University Librarian will forward the Advisory Committee's recommendation to the Vice-President Academic and Provost with a recommendation that the decision be either supported or rejected. The Vice-President Academic and Provost will forward a recommendation to the President, who will decide to accept or reject the recommendation.

- j) In the event that a probationary appointment is not converted to a Continuing Appointment by the President, the Member must receive notice from the University no later than six (6) months prior to the end of their probationary appointment. The Member will have the right to file a grievance concerning the decision not to extend or convert their probationary appointment to a Continuing Appointment under the terms of [Article 41](#).
- k) In a case where a probationary appointment is not converted, the Member will be expected to fulfill the responsibilities of their position or of another position within the University mutually agreed upon by the Member and the University. Should the Member, in the opinion of the University, not perform their 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.
- l) In a case where a probationary appointment is not converted, the University will undertake to help the Member in their transition by supporting outplacement services, agreeing to prospect search and interview time requests, and providing references.

25.5 Limited Term Librarian Appointments

- a) The University and the Association recognize that it is in the interest of the University to appoint a person at any of the Librarian 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 26 Librarian Promotion

- 26.1** Promotion from one Librarian rank to another shall be based upon a Member's contribution over a period of time to their profession, to the Library, and to the University/community, taking into account the criteria and weightings established pursuant to Article 26.2 and existing rank.
- 26.2** Factors to be used in assessing the suitability of a Member for promotion normally shall include, but are not limited to:

- a) Librarianship: Factors that will be considered include, but are not limited to, professional duties and directly related activities of librarianship as outlined in [Article 27.3](#) (Members' Rights, Duties and Responsibilities). Consideration will be given to administrative responsibilities, such as coordinating a service or department in the Library, and creating Library policy and procedures, as well as to the development of innovative methods in librarianship and other contributions to the academic activities of the University. The written opinions of students and/or fellow Members shall be sought.
- b) Research and scholarship: as per [Article 27.4](#) (Members' Rights, Duties and Responsibilities).
- c) Service: as per [Article 27.5](#) (Members' Rights, Duties and Responsibilities).

26.3 Promotions Committee

There will be a Librarians Promotions Committee for the University established on a per-need basis. This Committee will consist of three (3) members: two selected by the University Librarian, one of whom must be a professional librarian; and one elected by and from the Members in the Library, as arranged by the University Librarian. The Committee will name one of these three persons as Chair.

If the number of persons at the University able to serve as members on the Committee is, in the opinion of the University Librarian, insufficient to form such a committee, one (1) member external to the University, who shall be a professional librarian, may be selected by the University Librarian to serve as a member.

All librarian members of the Committee will be of a rank or position senior enough to appropriately assess the candidate's suitability for a promotion.

Promotions Procedures

An application for promotion must be made in writing, addressed to University Librarian, no later than September 30th of any year. Before making this application, the Member shall first consult with the University Librarian.

- a) The Member's application for promotion must include a written statement and a dossier of supporting evidence of the applicant's performance in the areas of librarianship, research and scholarship, and service. The Member shall supply the Promotions Committee with whatever material and information he or she deems necessary to support their application for promotion.
- b) At the time of application, the Member will provide the University Librarian with a list containing the names of three referees, at least two of whom must be external to the University and all of whom must be professional librarians in order to qualify to serve as independent referees. Curriculum Vitae for each proposed referee must be attached. The University Librarian will obtain references from two referees, agreed to by the Member, at least one of whom will be from the list provided by the Member. The referees will be contacted by the University Librarian to provide a written

confidential assessment of the 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 Member of their intention to apply for a promotion, the University Librarian will solicit the opinions of Members in the Library as to the applicant's qualifications and suitability for a promotion. The results of this solicitation will be provided in a written statement along with supporting documentation, with names deleted to preserve confidentiality, to the Member. In addition, the Member must submit workplans and performance evaluations to the University Librarian 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 Member's application letter and dossier;
 - ii) the University Librarian's statement and supporting documentation;
 - iii) the Member's workplans and performance reviews while at the University; and
 - iv) letters from the external referees.
- 26.4** 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.
- 26.5** The Promotions Committee shall evaluate the application and supporting evidence and shall make its recommendation to the University Librarian and inform the Member of its recommendation. The recommendation of the University Librarian shall be transmitted in writing to the Member and to the Vice-President Academic and Provost. If the University Librarian cannot make a positive recommendation as a result of the Promotions Committee's deliberations, he shall so inform the Member of the area(s) of concern.
- 26.6** The Vice-President Academic and Provost shall either accept or overturn the recommendation of the University Librarian and shall transmit their written recommendation, together with reasons, to the Member, the University Librarian, and the President.
- 26.7** If the Vice-President Academic and Provost recommends to the President a denial of promotion, the 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 Vice-President (Academic)'s recommendation.

- 26.8** The President may overturn the Vice-President Academic and Provost's recommendation, confirm the recommendation, or refer the file back for reconsideration in a succeeding year by another Promotions Committee. The President shall transmit their decision in writing, together with reasons, to the Member, the University Librarian, and the Vice-President Academic and Provost.
- 26.9** A Librarian Member receiving a promotion in rank shall receive either the new floor for the rank assigned, or an increase of \$3,000 on the salary paid to the Librarian Member prior to the promotion, whichever is greater. The increase in salary will be applied to the Librarian Member's base salary on April 1 of the year following the application and before any other salary increases are applied.

ARTICLE 27 Members' Rights, Duties and Responsibilities

27.1 General Principles

- a) The University is a collegial learning community and depends on the consistent on-campus and online engagement of Members. Each Member has a right, a duty, and a responsibility to engage in this community.
- b) The rights, duties, and responsibilities of a Member shall include and vary within an appropriate and reasonable combination of some or all of: teaching, librarianship, research and scholarship, service, and academic administration.
- c) The authority to approve a workplan ultimately rests with the Vice-President Academic and Provost or designate, in consultation with the Member and their Dean or delegate.
- d) In joining the University, each Member accepts a commitment to develop professionally and support the mission and goals of the University. In turn, the Employer acknowledges that it is committed to the intellectual, career, and professional growth of its Members. The Employer will therefore reasonably support a variety of career paths for Members.
- e) Each Member's career path must leave open the possibility of promotion to the highest academic rank.

27.2 Teaching

Teaching is an essential part of the professional lives of Royal Roads Faculty, and a distinctive feature of the University's identity as a place of innovation in higher education. Faculty Members have a professional duty to develop and maintain their scholarly competence and effectiveness as teachers.

Teaching includes:

a) Face-to-face and online teaching

Face-to-face and online teaching is education in a formal in-person class, laboratory and/or online learning environment (including team teaching), and may be organized and delivered within an on-campus intensive or in a community or organizational setting. It involves the preparation, design and delivery of learning activities and assessment strategies.

Face-to-face and online teaching includes, but is not limited to, activities such as course design and content creation, collaboration with instructional design staff, the delivery of subject matter, leading and participating in class discussion and other collaborative learning practices, ongoing course maintenance and revision, and the evaluation of student work.

b) One-to-one teaching, coaching, and supervision

One-to-one teaching, coaching, and supervision are forms of teaching that occur outside the formal classroom, laboratory, and online environment. Such teaching includes, but is not limited to: supervision of students' major projects; theses and dissertations; participation on graduate student committees as a member; oversight of ethical reviews; and academic and career counseling with students.

27.3 Librarianship

Librarian Members provide a diversity of resources and services essential to the University. Librarian Members have a right and a responsibility to exercise judgment in carrying out their duties. The professional practice of Librarian Members includes:

- a) Providing reference services;
- b) Teaching information literacy;
- c) Evaluating, selecting, acquiring, and organizing collections;
- d) Providing access to and disseminating information;
- e) Administrative responsibilities such as coordinating a service within the Library, and the development of innovative methods in librarianship;
- f) Creating Library policies and procedures; and
- g) Developing professional knowledge and maintaining currency through continuing education and research.

27.4 Research and Scholarship

- a) Research and scholarship related to one's areas of academic and professional expertise, which may include the scholarship of teaching and learning, contribute to professional fulfillment and intellectual vitality at Royal Roads University through the creation, discovery, interpretation, analysis, critique, synthesis, integration, application, description, communication, and dissemination of knowledge. Planning research projects and applying for research funding are also part of research and scholarship. Member's research activities should serve the advancement of knowledge, promote intellectual inquiry that contributes to the university's mission, vision, goals and values, and enhance its reputation for teaching excellence and academic quality.
- b) It is the right and duty of Members to make the results of their research and scholarship available. This may take, but is not limited to, the form of peer-reviewed publication through invited or refereed journal publication, invited or refereed papers, symposia/conference presentations, workshops, invited or reviewed performances or exhibitions, published books, book chapters, patents, and products.
- c) The Parties also affirm that the University, as a place for applied research and knowledge mobilization, will acknowledge and support open access as well as non-peer reviewed publication for professional audiences and the public at large.
- d) Given the distinctive feature of the University's identity as a place of innovation in higher education, the University supports diverse forms of research and scholarship consistent with the definition and standard of research and scholarship as described at Article 27.4a).

27.5 Service

Service involves professional activity in support of the academic mission, the University at large, the community, and scholarly enterprise.

Such service includes, but is not limited to, activity in the following five (5) areas:

a) **Service to the Academic Mission**

The design and delivery of programs and experiential learning activities are indispensable features of the University's educational model. Service in this form involves, but is not limited to, the creation, revision, and evaluation of programs, as well as alternative learning experiences such as service learning and internships, case competitions, the organization of guest speaker events and symposia, and projects bridging the classroom and the community.

b) Service to the University

- i) Participation in School, Faculty, Library and institutional governance at the University, and through active membership on Academic Council, the Board of Governors, as well as other councils, committees and special task forces.
- ii) Supporting School and program functions such as program marketing; communication with prospective and current students and alumni; writing reference letters; career counseling; admissions assistance; fundraising; evaluation of applications; working with and supervising associate faculty.
- iii) Work done for the Faculty Association and recognized under [Article 6.3](#); and participation in the Confederation of University Faculty Associations of British Columbia (CUFA-BC) and the Canadian Association of University Teachers (CAUT), among other recognized bodies relating to higher education in Canada and elsewhere.

c) Service to the Community

Members are encouraged to make their research findings and professional expertise available to the wider community. This may include expert commentary for media; work on behalf of government, business, and civil society organizations; and other activity considered of benefit to the community.

d) Service to Scholarly Enterprise

Members have the right and duty to engage in service to their profession through official roles with scholarly and professional organizations, academic journals and professional periodicals, and participation in other professional activities.

27.6 Academic Administration

- a) Faculty Members make formal contributions to the administration of academic units in roles which include, but are not limited to, Centre and School Directors, Intellectual Leads and Program Heads.
- b) The functions Faculty Members perform in these formal administrative roles include, but are not limited to:
 - i) the recruitment, selection, and management of associate faculty
 - ii) budget management
 - iii) curriculum development
 - iv) curriculum and program review and evaluation

- v) residency planning

ARTICLE 28 Workload

28.1 Statement of Principle Regarding Workload at the University

- a) The Parties recognize, in considering the University's continuous school year, its blend of online and face-to-face instruction, and its service and administrative obligations, that a distinctive approach to workload planning is beneficial to students, Members and the University.
- b) This Article will be interpreted and applied in reference to the descriptions of Faculty and Librarian Members' work, namely teaching, research and scholarship, librarianship, service, and academic administration, outlined in [Article 27](#) (Member's Rights, Duties and Responsibilities).
- c) The Joint Committee on the Administration of the Agreement is a forum in which the Parties may discuss workload issues that may arise from time to time.

28.2 Responsibility for Determining Workload

The Dean will have responsibility for approving Faculty Member's workload and ensuring the equitable distribution of workload in a School in consultation with Faculty Members. The University Librarian will have responsibility for approving workload and ensuring the equitable distribution of workload in the Library in consultation with Librarian Members.

28.3 Collegiality, Equity and Accountability in Workload Distribution

- a) The workload planning process outlined here is one that is collegial and collaborative in nature. Workload discussions will be done collectively and openly.
- b) The following conditions will be considered in determining the scheduling and distribution of workload for all Members:
 - i) the Member's workplan in the context of the University's needs for teaching, research and scholarship, librarianship, service, and academic administration;
 - ii) the Member's career stage and realization of the previous year's workplan;
 - iii) the Member's area of expertise;
 - iv) the nature of the Member's teaching, research and scholarship, librarianship, service, and academic administration;
 - v) any documented personal circumstances that may affect scheduling;

- vi) the Member's requirements to have scheduled periods of time free of teaching, librarianship, service, and academic administration each year for the purposes of research and scholarship.

28.4 Workload for Faculty Members

Work for Faculty Members is defined by a minimum of 45 workload units per fiscal year that reflect, in varying proportion, teaching, research and scholarship, service, and academic administration as outlined in [Article 27](#) (Member's Rights, Duties and Responsibilities).

28.5 Workload Calculation

A Member's workload will be calculated by using the number of working weeks in a fiscal year.

- a) The weeks-of-work formula is based on the following calculations explained in 28.5 (b, c, d, e, f, g, h and i).
- b) A Member works a minimum 45 five-day (5-day) weeks per year in a calendar year of 52 weeks.
- c) It is understood that any 3-credit course is calculated as being the equivalent of 4 units of teaching workload ("WLUs").
- d) Courses worth more than 3 credits are calculated at a pro-rated metric of 1 WLUs per each additional credit hour; i.e. a course worth 4 credit hours is the equivalent of 5 WLUs, a course worth 5 credit hours is the equivalent of 6 WLUs.
- e) The ratio of a 3-credit course to 4 teaching WLUs, as well as the pro-rated metric for courses worth more than 3 credits, will apply to any credit course. There will be no variation in WLU scoring for undergraduate courses relative to graduate courses, online courses versus on-campus courses, or residency courses relative to those offered over a longer period of time. All 3-credit courses, regardless of degree, length, or delivery format, will be treated equally in that each will be worth 4 WLUs.
- f) Article 28.5.e does not apply to nullify any premium applicable to team-taught courses offered using the School of Leadership Studies Competency-Based Assessment.
- g) Any unassigned days will be part of the Member's workload.
- h) To simplify workload calculation, one (1) working week will be defined as one (1) workload unit.

- i) The remaining weeks are taken as vacation and statutory entitlements, as per [Article 34.1](#).

28.6 Faculty Annual Workload Distributions

The tables below outline the different workload distributions available to Members for a given fiscal year, and the ratio of workload units that characterizes each of the distributions. These tables, which outline typical workload distribution ratios, are to be used as guidelines.

The workload distribution categories and related workload unit ratios below are typical of Members’ work. They are not intended prescriptively, and some flexibility may be expected in their application to a Member’s work.

The percentages noted in the tables below are approximations; where indicated, the WLU amounts govern.

a) The Standard Distribution

The model of workload units (WLUs) for the standard distribution, based on a 40-40-10-10, ratio, is as follows:

Teaching	Research and Scholarship	Service	Academic Administration	TOTAL
Minimum 40% 18 WLUs	Minimum 40%	Maximum 20%	Maximum 20% 9 WLUs	100%

b) The Teaching Distribution

The teaching distribution is the annual workload distribution for Faculty Members placing emphasis on their teaching in a given academic year.

The model of workload units for the teaching distribution is as follows:

Teaching	Research and Scholarship	Service	Academic Administration	TOTAL
Minimum 55% 27 WLUs	Maximum 20%	Maximum 20%	Minimum 25% 12 WLUs	100%

c) The Research and Scholarship Distribution

The research and scholarship distribution is the annual workload distribution for Faculty placing emphasis on research and scholarship in a given fiscal year.

The model of workload units for the research and scholarship distribution is as follows:

Teaching	Research and Scholarship	Service	Academic Administration	TOTAL
Minimum 25% 11 WLUs	Minimum 55%	Maximum 20%	Maximum 20% 9 WLUs	100%

d) The Academic Administration Distribution

The academic administration distribution is the workload distribution for Faculty Members placing emphasis on their academic administration in a given academic year and may apply to School Directors, Program Heads, and Intellectual Leads.

The model of workload units for the academic administration distribution is as follows:

Teaching	Research and Scholarship	Service	Academic Administration	TOTAL
Minimum 25% 11 WLUs	Maximum 30%	Maximum 30%	Minimum 45% 20 WLUs	100%

e) Special Cases

It is recognized that there will be cases where Faculty Members, due to the nature of their appointment or other exceptional arrangements, will not conform to the workload distributions indicated in Article 28.6(a-d). Such special cases include, but are not limited to, Directors in research centres at the University and holders of Canada Research Chairs or other research grants that buy out a Member's time, or Faculty Members in a School taking a Research and Scholarship Activity Leave during the fiscal year. The Faculty Member will retain special case status for as long as they occupy the relevant role or appointment.

Where Members who qualify as special cases are located in a School, they will neither be included nor be counted when consideration is given to the workload allocations set out in Article 28.7.a.ii, or the restrictions in the use of banked teaching overload workload units indicated in Article 28.8 (b-d). Special cases are considered a neutral factor in such calculations, and thereby will not reduce the number of Faculty Members in a School able to take the research and scholarship distribution or the teaching distribution or use banked teaching overload workload units.

Special case status requires the Dean's approval and will be noted in the Faculty Member's Performance and Development Planning Form (PDP).

28.7 Steps Involved in the Faculty Workload Planning Process

The annual workload planning process will normally proceed using the steps described below.

a) Annual Workload Process

- i) Each Dean is responsible for setting each School's respective workload allocations based on an annual minimum of 45 workload units per Faculty Member. The cumulative amount of workload units allocated to the Members in a School will normally convert to a distributed ratio of 40% for teaching, 40% for research and scholarship, 0 to 20% for service depending on the assignment of academic administration, and 0 to 20% for academic administration.
- ii) Normally, the work planning process will begin in early September. Based on a normal distributed ratio of 40 – 40 – 0 to 20 – 0 to 20, the Dean will notify the Members in each School of the number of workload distributions by category available to be chosen by the Members. The Members will then meet to discuss workload and to develop a collective recommendation for the assignment of a workload distribution for each Member for the coming fiscal year. The collective recommendation must be aligned with the number of workload distributions available in each category.
- iii) The recommendation will be provided to the Dean who will either affirm the recommendation or return it to the Members of the School for reconsideration.
- iv) A Member's distribution applies only to the coming year, though respecting the fact that administrative roles are typically multi-year commitments.
- v) No more than two (2) Members in larger units with seven (7) or more Faculty, and no more than one (1) Member in smaller units with six (6) or fewer Faculty, will be allocated the research and scholarship distribution in a given fiscal year.

b) Using a Performance and Development Planning Form (PDP)

A Performance and Development Planning Form (PDP) will be used to record work commitments, and allocations across the four (4) types of Faculty work. If a Member has special case status, it will also be noted on the PDP.

The Member's PDP form will reflect the School-level planning and allocation. The Member will submit the completed PDP to the Dean or designate for approval.

Faculty Members will take part in a semi-annual review with the Dean or designate. At this review or at other times as needed, a reallocation of workload shall be made if circumstances warrant, as approved by the Dean.

c) Revision of the Performance and Planning Development Form (PDP)

As needed, at JCOAA, and only by mutual agreement, the Parties will revise the Performance and Development Planning Form (PDP).

28.8 Teaching Overload and Workload Unit Banking

- a) A Faculty Member may teach a maximum of seven (7) workload units above the Member's agreed teaching assignment per fiscal year. This request shall be made at the time the Member develops their workload plan and requires the Dean's approval. In exceptional circumstances, this overload can be added after the PDP is submitted and the workplan retroactively adjusted.
- b) The Faculty Member may bank and use the equivalent workload units to reduce the Member's teaching workload in the subsequent academic year so as to pursue research and scholarship and/or service-related projects. The banked teaching workload units must be used within three (3) years after the year in which they were earned.
- c) A Faculty Member granted a reduced teaching workload due to banking shall ensure their availability to fulfill all other aspects of their rights and responsibilities as outlined in [Article 27](#).
- d) Faculty Members will not receive financial compensation for banked workload units.

WORKLOAD FOR LIBRARIANS

28.9 Workload for Librarians

Work for Librarian Members shall include, in varying proportions, professional practice in the Library, research and scholarship, and service as outlined in [Article 27](#).

28.10 Steps Involved in the Librarian Workload Planning Process

The annual workload planning process will normally proceed using the steps described below.

a) Annual Workload Process

- i) Normally, the work planning process will begin in the Spring. Librarian Members will meet to discuss workload for the coming fiscal year.
- ii) Each Librarian Member will indicate a preferred workload distribution.
- iii) This distribution applies only to the coming year, though respecting the fact that some service roles are multi-year commitments.
- iv) The distribution of workload among Librarian Members must allow the Library to meet its overall obligations to students and the University.

b) Using a Performance and Development Planning Form

A Performance and Development Planning Form (PDP) will be used to record work commitments and allocations across the three (3) types of librarian work. The PDP form will be reviewed and finalized at JCOAA.

Librarians will take part in a semi-annual review with the University Librarian. At this review or at other times as needed, a reallocation of workload shall be made if circumstances warrant.

c) Overload

For hours worked in excess of the normal workload, as approved by the University Librarian, equivalent time off shall be given. Librarian Members will endeavour to schedule this time off so that optimal function within the Library is maintained.

ARTICLE 29 Outside Professional Activities

29.1 Definition of Outside Professional Activities

Outside professional activities are work in which Members may engage that is not normally represented in their ordinary contractual obligations as defined in [Article 27](#). These activities, which extend from Members' academic and/or professional expertise, may be on a paid or unpaid basis, and are typically performed for clients, organizations, and interests external to the University.

29.2 Benefits of Outside Professional Activities

The parties acknowledge the benefit of outside professional activities to Members and to the University. Such activities enhance Members' capacity and development, while also allowing them to add value and contribute to the social good. These activities help the University build relationships with third parties that burnish its reputation and prestige, provide an incubator for new curriculum, encourage enrolment in certificate and degree programs, and serve its mandate for applied learning.

29.3 Exercise of Outside Professional Activities

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

- a) A Member shall obtain prior written approval, which may not be unreasonably withheld, from the Dean, or designate before undertaking outside professional activity.
- b) Should participation in outside professional activities conflict or interfere with the duties of the Member as defined in Article 27, mutually satisfactory arrangements shall be made in advance with the Dean, or designate. These arrangements may include consideration of the cost and compensation to the University of the Member's time.
- c) When outside professional activities would involve the use of University equipment, supplies, facilities, employees or services, such use shall be subject to the approval of the Dean or designate. If approval is granted, the charges for such equipment, supplies, facilities, employees or services shall be at the prevailing rates, unless the Dean, or designate agrees, in writing, to waive all or part of the charges.
- d) Members may state the nature and place of their employment and title(s) in connection with relevant outside professional activities. It is understood that a Member shall not purport to represent the University, speak for it, or have its approval unless that approval has been given in writing.
- e) In preparing their Annual Report, each Member shall include a statement of their outside professional activities in the previous year.
- f) Outside professional activities, where these are deemed relevant to a Member's academic and/or professional expertise as defined in Article 29.1, may be used as evidence toward a Member's application for conversion or promotion.

ARTICLE 30 Performance Reviews for Faculty Members

30.1 Purpose

- a) The University will review the performance of Faculty Members annually. Performance reviews will cover the period April 1st to March 31st and will be based on annual Faculty Member workplans and any other information deemed relevant to an assessment of the Faculty Member's performance for the review period. The purpose of these performance reviews is:
- i) to assist Faculty Members in determining how they are progressing in achieving the expected standard of performance;
 - ii) to offer guidance for improvement should they not be achieving the expected standard, and;
 - iii) to assist the Dean and the University with decisions respecting such questions as salary progression, employment and promotion.

30.2 Annual Reports

Annual reports by Faculty Members will be based on achievements relevant to the annual workplan and should include the following, supported by evidence:

- a) Summary statement of accomplishments;
- b) the Faculty Member's teaching dossier, including:
 - i) the plan for enhancing teaching (and teaching activities) as per Article 27.2;
 - ii) a final reflection on feedback and teaching (and teaching activities) as per Article 27.2;
 - iii) the name and number of each graduate and undergraduate course taught during the reporting period; the credit and workload unit 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;
 - iv) course developments and revisions undertaken;
 - v) the number of new graduate dissertations, theses, or Major Projects and equivalent, supervised during the reporting year, the number completed, and the number still in progress from previous reporting years; and participation on graduate student committees as a member;

- vi) the results of survey data by students, as well as peer feedback undertaken at the request of the Dean;
 - vii) participation in teaching workshops, training sessions or seminars; and
 - viii) any other information the Faculty Member considers relevant.
- c) Record of research and scholarship activities and accomplishments as per [Article 27.4](#).
 - d) Record of service, and academic administration activities and accomplishments as per [Article 27.5](#) and [27.6](#).

30.3 Member Consultation with School Director (or equivalent)

- a) On April 15th of each year, Faculty Members will submit a draft annual report to their School Director (or equivalent), which includes a dossier of supporting evidence, detailing their activities, outputs, and achievements in relation to their workplans for the relevant reporting year. School Directors (or equivalent) will use this draft report as the basis for a one-on-one consultation with the Faculty Member.
- b) This consultation will be understood to be conversational in nature, benefitting by the advice and perspective of their School Director (or equivalent) as professional peer, and will not result in any written performance review by the School Director (or equivalent). This consultation may include, but not be limited to, the Member's performance relative to their workplan for the year just finished, their workplan's assignments and goals for the new fiscal, and any other issues relating to their professional development.
- c) Based on this opportunity for reflection with the School Director (or equivalent), the Member may revise their annual report and resubmit to the School Director (or equivalent), or request it be sent by the School Director (or equivalent) to their Dean as is. A Faculty Member may provide additional information to their School Director (or equivalent) that is supplementary to the annual report, with both the report and the supplementary material being submitted by the School Director (or equivalent) to the Dean by May 15. The Director may include their own commentary regarding the annual report, and if so, shall share it with the Faculty Member. Following submission, either the Faculty Member or Dean may request a meeting with the other party to review and discuss the annual report.

30.4 Faculty Members on maternity leave, parental leave, compassionate care and bereavement leave, court leave, sick leave, or leave for unusual circumstances over the period of April 15th are not required to submit their annual reports during the term of the leave, but would have to complete them no later than 30 days after their return.

30.5 Submission of the Annual Report and Evaluation by the Dean

The Member's report 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 June 15th and will include a recommendation on progression in a salary range. A signed copy of the assessment must be returned to the Dean within ten (10) working days of receipt. A Faculty Member's signature on the assessment signifies that he they have received and read the Performance Review, not that the Member necessarily agrees with its content. The signed assessment will be kept in the Member's Official Personnel File.

30.6 If the Faculty Member disagrees with the Dean's assessment and evaluation, the Member can place a rebuttal memo in the Member's Official Personnel File.

30.7 By mutual agreement between the Dean and the Faculty Member, the deadlines outlined above may be modified in response to teaching assignments or unforeseen events. For a summary of the performance review process and timelines, refer to Appendix D.

30.8 Annual Performance Reviews will be based on an assessment of the extent to which the Faculty Member met the performance expectations set out in their annual workplan, based on [Article 28](#), for that year and any other information deemed relevant to an assessment of the Faculty Member's performance for the review period. Upon the Dean's request, the School Director (or equivalent) shall provide a summary of their observations of the Faculty Member's performance over the review period.

30.9 Student Feedback on their Learning Experience

- a) A Faculty Member's teaching activities, as per [Article 27.2](#), and commitments will be set out in the Faculty Member's annual workplan.
- b) The Employer will conduct an end-of-course survey soliciting student feedback on their learning experience in each course a Member teaches in a given fiscal year.
- c) Student feedback is not to be the only supporting evidence used for salary progression, employment and promotion decisions.
- d) Surveys administered to offer evidence of students' experience in a course shall be in accordance with the requirements below and with other provisions of this Agreement.
- e) A copy of the end-of-course survey data for each course shall be sent to the Faculty Member, School Director, and Dean.

- f) The Faculty Member may respond to any or all sets of their end-of-course survey data in a given year in writing or by meeting with their Dean, or both – as the Member sees fit. The Faculty Member can place a copy of their response in their Official Personnel File.

30.10 Peer Feedback on Teaching

- a) Peer feedback on one's teaching is designed to provide constructive assistance to Faculty Members with respect to teaching techniques.

Peer feedback may be conducted if requested by the Faculty Member or at the direction of the Dean. The feedback shall normally be carried out by a mutually agreed-upon Faculty Member with a Continuing Appointment, or failing agreement, the Dean or designate. Such feedback may, but does not necessarily include:

- i) review of teaching materials and course outlines;
 - ii) discussions with students or with the Faculty Member;
 - iii) review of instructor feedback on anonymized student work; and
 - iv) classroom visits or review of online course discussions.
- b) The peer providing the feedback will meet with the Faculty Member to discuss constructively the results of the peer feedback. In addition, a written report of the feedback will be provided to the Faculty Member, to which the Faculty Member may respond in writing.
 - c) All documentation related to peer feedback requested by the Faculty Member or directed by the Dean, including any written response provided by the Faculty Member, will form part of the Faculty Member's Official Personnel File.

30.11 Evaluation of Research and Scholarly Activities

Research and scholarly activities, as per [Article 27.4](#), will be outlined in the annual report with reference to the Faculty Member's annual workplan.

30.12 Evaluation of Service, and Academic Administration

- a) Service, and academic administration activities, as per [Article 27.5](#) and [Article 27.6](#), will be outlined in the annual report with reference to the Faculty Member's annual workplan.
- b) Faculty Members who hold administrative appointments under [Article 27.6](#) will be evaluated according to their performance of these administrative responsibilities.

ARTICLE 31 Compensation Framework

31.1 Salary Schedule

The salary schedule is located in Appendix A

All Members shall receive the following General Wage Increases to their salaries, not to exceed the applicable Salary Maximum as set out in the tables below:

Year 1 (Effective April 1, 2022):

a flat amount of \$520, followed by 3.24%

Year 2 (Effective April 1, 2023):

6.75%, (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase)

Year 3 (Effective April 1, 2024):

by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA MOU (see below)

The Floors of Professor, Associate and Assistant shall be increased commensurate with the General Wage Increases above. The Floors of Librarian 1, Librarian 2 and Librarian 3, shall be increased commensurate with the General Wage Increases above. Effective April 1, 2023, before the application of the Year 2 GWI, the Salary Maximums shall be increased by \$15,000.

31.2 Progression in a Salary Range

- a) Members 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 Member's position.
- b) The Dean of the Faculty or the University Librarian will, no later than March 15th annually, prepare progression decisions for each eligible Member. Approved progression decisions will be effective on the forthcoming April 1st.
- c) 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 Members covered by this Agreement and eligible for progression in a salary range (the "1.8% Pool"). The 1.8% Pool shall be calculated as at March 31.
- d) The Dean or the University Librarian may approve zero (0), one point five (1.5), two point two five (2.25) or three (3) salary progression shares. The Dean or the

University Librarian will take into account all the information used in the yearly evaluation of performance in making decisions with respect to salary progression. As a guideline, fully satisfactory performance in all areas of responsibility normally would result in a recommendation of one point five (1.5) share

- e) The value of one (1) share shall be determined as follows: value = 1.8% pool / total number of shares awarded
- f) Each year the University shall direct the difference, if any, between the 1.8% Pool and the total amount actually paid in eligible merit for the fiscal year, in a lump sum payment, to the Research and Professional Development Pool (Article 31.5).

31.3 Professional Development

The University encourages 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 (Article 31.4) and Research and Professional Development Pool (Article 31.5), but would expect Members to also seek outside sources of funding to support their professional development activities.

31.4 Personal Professional Development Fund

- a) Each April 1st, each full-time Member will have \$1,550 deposited in their Personal Professional Development Account.
- b) The Personal Professional Development Account is for the exclusive use of the Member and may be utilized during the fiscal year or carried over from fiscal year to fiscal year, to a maximum of \$4,650. The Personal Professional Development Fund is not transferable.
- c) The Personal Professional Development Fund is to be used to support professional activities, or the acquisition of materials, consistent with the Member's approved work plan, that have received the prior approval of the Dean or the University Librarian. A record of funds available will be maintained by the Employer.
- d) In the event of the resignation or retirement of a faculty member, any remaining balance in the personal professional development fund shall be deposited into the Research and Professional Development Pool.

31.5 Research and Professional Development Pool

- a) A Research and Professional Development Pool will be created as follows:
 - i) On April 1st of each year, for each full-time Member the amount of \$2,500 will be placed in the Research and Professional Development Pool.

- ii) The Research and Professional Development Pool is a consolidated account solely for the use of full-time Members for all expenses related to scholarly advancement, including travel expenses, attendance at conferences, and travel and related expenses for research activities.
 - iii) To be eligible for consideration for pool monies, each full-time Member will be required to submit an annual professional development/research plan and application for funds from the pool by February 15th for review by a panel consisting of the Deans of each Faculty, the Vice-President Academic and Provost and three (3) Faculty Members, with a minimum of one (1) 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.
 - iv) An individual Member may combine approved funds from their Personal Professional Development Fund with approved funds from the Research and Professional Development Pool.
- b) Reimbursement of claimed expenses will be made for expenses consistent with the approved application for Research and Professional Development Pool funds and in accordance with the [University Policy on Travel and Business-Related Expenses #FIN 2.05](#).

31.6 Eligible Expenses

Subject to the prior approval of the appropriate Dean or the University Librarian, the following expenses incurred by the Member on their 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.

31.7 Salary Anomaly, Equity, Diversity and Inclusion

- a) Effective April 1, 2021, the Parties agree to establish a Salary Anomaly, Equity, Diversity and Inclusion Fund in the amount of \$23,500. Each year thereafter, the Fund shall be replenished to this amount less any adjustments made to salaries due to salary anomalies.
- b) A joint committee, with equal representation from the Association and University, will be established and will make recommendations to the Provost on the use of the Fund. The objectives of the Fund will be to:
 - i) address salary anomalies.
 - ii) establish projects, training, remediation or other initiatives that will enhance Equity, Diversity and Inclusion at the University.
- c) Outcomes will be reviewed by the Provost on an annual basis to determine if the Fund is meeting its objectives and to determine if the Fund will be continued.

ARTICLE 32 Research and Scholarship Activity Leave

32.1 Rationale and Benefits of Research and Scholarship Leave

Research and scholarship activity leaves (referred as RSA leaves) are designed to allow for sustained periods of concentrated study and scholarly work and to promote collaboration and exchange of knowledge. A research and scholarship activity leave is available to a Member on a continuing appointment only.

32.2 RSA Leave Terms and Funding Base

- a) In accordance with the application process set out in this Article 32, RSA leaves will be awarded to eligible members with approved plans. Plans shall include the proposed duration, normally 3-9 months, and a commencement date, both as may be agreed-upon by the Member and Dean/University Librarian. All leaves shall be at 90% of salary.
- b) The number of total months assigned to Members per fiscal year will be determined by the following formula: the total number of Members in the bargaining unit with a Continuing Appointment divided by 1.5.
- c) Effective April 1, 2025, and every 3 years thereafter, the number of months allocated shall be reviewed and adjusted on a floating basis. The formula in 32.2(b) will be used to set the number of months available for the subsequent 3-year period. (As of April 1, 2022, the numerator is 64, so the total months for the 3-year period ending March 31, 2025 = 42 per year.)

- d) The months allocated in a given fiscal year as per the formula will not be carried over but understood as used and exhausted at the end of the fiscal year.

32.3 Eligibility

- a) A Member is eligible to apply for an RSA leave:
 - i) if they have at least 5 years of service and
 - ii) if they intend a subsequent leave after 3 years following the return from the previous leave.
- b) Any Member who takes more than one RSA leave within an 8-year period will be limited to taking no more than 12 months in total over the 2 leaves. In calculating this 8-year period, year 1 will be understood to be the year they apply for the first of these 2 leaves.
- c) In addition to the eligibility criteria set out in Article 32.3 a), a Member that has held a Canada Research Chair or other externally-funded research appointment is eligible to apply for RSA leave no sooner than three (3) years after the completion of their funded appointment.
- d) Time on any form of leave without pay is excluded from the calculation of service time.
- e) Time spent in excluded appointments that prevents the individual's membership in RRUFA is not counted in the calculation of service time.
- f) The following Members are not eligible for RSA leave: Canada Research Chairs and those in similar roles; Members on Limited Term Appointments; Members who have been appointed to backfill a Member on leave); Members on Phased Retirement.

32.4 Workload considerations during RSA Leave

Members on RSA leave will not assume any additional RRU teaching (including on contract), service, academic administration, or Librarian duties during the period of the RSA leave. Members may undertake additional responsibilities external to RRU only as may be set out in the approved plan. Upon return from leave, the Member's workload plan for the remainder of the fiscal year, where applicable, shall apply.

32.5 Research and Scholarship Activity Leave Committee

The University shall maintain a Research and Scholarship Activity Leave Committee (RSALC) to be chaired by an individual appointed by the Vice-President Academic and Provost.

This Committee shall include the Chair, one Faculty Member per Faculty elected by RRUFA and one Faculty Member per Faculty appointed by the Vice-President Academic and Provost. A Librarian Member, selected by RRUFA, will be added to the Committee when there are librarian applicants.

All members of the Committee are voting members. Committee members will serve staggered two-year terms. The Committee reports to the Vice-President Academic and Provost.

32.6 Application

All applications for RSA leave must be received no later than July 31 preceding the fiscal year in which the RSA leave will commence. An eligible Member shall submit an application for RSA Leave to the Member's Faculty Dean or University Librarian, with a copy sent to the School Director when the applicant is a Faculty Member.

The application shall include:

- a) Application form, to be obtained from the Office of Research (including total duration and the start and end dates of the proposed leave, as may be agreed upon by the Member and Dean / University Librarian);
- b) An updated Curriculum Vitae;
- c) A statement of:
 - i) The scholarly, research and professional purposes of the proposed leave;
 - ii) Its intended benefit to the Member and to the University;
 - iii) A clear plan of activities and scholarly or professional outcomes including the planned dissemination of findings;
 - iv) Estimated costs associated with implementing the research and scholarship leave plan and how the applicant expects to fund these costs;
 - v) The location of the proposed work or project(s); and
 - vi) A dossier of any relevant documentation in support of the application for research and scholarship activity leave.
- d) A declaration that following the leave period, the applicant intends to return to the university for one year.

32.7 Application Review Procedure

- a) The Research and Scholarship Activity Leave Committee shall review all applications and, recommend to the Vice-President Academic and Provost, copied to the relevant Deans or University Librarian, whether to grant or deny the application by no later than December 1st for a leave to begin in the subsequent fiscal year. The recommendation will list the applications that are approved. The list will also include those applications that are not approved, and with reasons why they are not approved.
- b) The RSALC's recommendation shall be made based on the review of the application materials and using the following criteria:
 - i) The scholarly/research/professional purpose of the proposed activity;
 - ii) The intended benefit to the Member and the University.
- c) Upon receiving the recommendations of the RSALC, the Vice-President Academic and Provost will notify the applicants within 15 working days of receipt of the recommendation, of the decision to grant or deny the RSA leave. Where the application was not approved, the Vice-President Academic and Provost will provide the applicant with reasons for the non-approval.

32.8 Deferral and Disruption of RSA Leaves

- a) **Deferral**
 - i) A Member may request a deferral of an approved RSA leave for up to one year for reasons related to work, personal health or family needs. A Member may defer only once. Normally, a Member will request a deferral six (6) months before it begins.
 - ii) A request for deferral of the RSA leave will be made to the Member's Dean or University Librarian, with copies to the relevant School Director and the Vice-President Academic and Provost in the case of a Faculty Member. Submission of an updated research and scholarship plan to the relevant Dean or University Librarian, with copies to the relevant School Director and Vice-President Academic and Provost may be required.
- b) A Member whose research and scholarship activity leave has been granted may apply to the Vice-President Academic and Provost to have a portion of their salary considered as a research grant. Such an application shall be made at least three months prior to the start date of the leave and follow the regulations of the Canada Revenue Agency.

c) **Disruption**

In the event a RSA leave is disrupted due to conditions resulting in medical leave or family leave, or due to other extraordinary circumstances, the research and scholarship activity leave will be considered suspended (for the period of the medical leave or family leave or extraordinary circumstance) and the Member may take the remaining time period in the following year or as is reasonably feasible.

A request relating to the unplanned disruption of the RSA Leave will be made to the Member's Dean or University Librarian, with copies to the relevant School Director and the Vice-President Academic and Provost in the case of a Faculty Member. Submission of an updated research and scholarship plan to the relevant Dean or University Librarian, with copies to the relevant School Director and Vice-President Academic and Provost may be required.

32.9 Conditions While on Research and Scholarship Leave

- a) The assigned duties of the Member on research and scholarship activity leave shall be the work described in the approved leave request. Modifications to approved RSA plans due to extenuating circumstances may be requested and approved by the Vice-President Academic and Provost. Such requests shall not be unreasonably denied.
- b) A Member shall continue to receive 100% of their benefits specified in Article 33 as well as their University-provided pension contributions while on RSA leave, commensurate with (reduced) salary. The Member shall also receive all applicable salary adjustments that occur during the period of research and scholarship leave.
- c) A member on RSA leave shall be eligible for the annual personal professional development fund entitlement and eligible to apply for additional research funding from the professional development pool, the PD/scholarship fund or other internal research grants that may come available.
- d) A Member may receive outside assistance in the form of grants or scholarships. Should the RSA leave arrangements involve some form of compensation from a third party, Members will adhere to Article 29.
- e) An RSA leave will not interfere with a Member's advancement toward promotion.

32.10 Conditions Upon Return from Research and Scholarship Activity Leave

- a) A Member receiving a RSA leave shall be obliged to return to the University and resume full-time duties for a one-year period regardless of the duration of the leave. Should a Member not satisfy this condition through voluntary resignation or retirement, the Member will be indebted to the University for the amount of cost incurred by the university replacing the individual during the leave period.

- b) Members who are unable to immediately satisfy their obligation to meet the condition set out in Article 32.10 a) due to a compassionate situation, such as outlined in 34.6, may defer their obligation until such time as the situation at issue permits.

32.11 RSA Leave Report

A Member shall submit the following evidence of research and scholarship activity leave productivity:

- a) Within 60 working days of returning from an RSA leave, a Member will prepare and submit a report identifying the goals and outcomes of the leave. This report shall be submitted to the School Director, the Dean or University Librarian, and the Vice-President Academic and Provost.
- b) Alternative forms of presentation, such as a public presentation to the University community or other forums on the research achieved during the RSA leave, are acceptable as a supplement and in addition to the report.

ARTICLE 33 Benefits

33.1 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, 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 the employee's monthly earnings (qualifying period of seventeen (17) weeks).

33.2 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 two hundred dollars (\$200.00) during any two (2) calendar years.

33.3 Dental Plan

The University shall maintain the following Dental Plan and shall pay one hundred percent (100%) of the monthly premiums. Dental Care: (100% Basic and Supplementary Basic; 75% Major and Supplementary Major and 50% Orthodontics) – for the employee, spouse and dependent children.

Basic: Dental Services – Plan pays one hundred percent (100%) of items covered, such as extractions and fillings.

Major: Crowns, Bridge and Dentures – Plan pays seventy-five percent (75%). Note: The Plan pays a maximum of \$1500 per calendar year for combined services in basic and major.

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) per person.

33.4 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. 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. The University shall also offer Optional Life Insurance (employee and/or spousal coverage) with premiums one hundred percent (100%) employee-paid.

33.5 Long Term Disability (LTD)

The University shall maintain a Long-Term Disability (LTD) plan and the University shall pay one hundred percent (100%) of the monthly premium. It shall be mandatory for employees to enroll in and maintain coverage under the LTD plan. The Long-Term Disability Insurance benefit is two-thirds (2/3) of the employee's monthly basic earnings to a maximum of \$6000 (qualifying period of sixteen (16) weeks). Upon ratification of this new agreement, any new LTD claim is subject to tax deductions.

33.6 Employee Assistance Program (EAP)

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

33.7 Pension

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

33.8 Liability Insurance

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

33.9 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 Association pays one hundred percent (100%) of the benefits premiums, within payment schedules set by the benefits carrier.

33.10 Tuition Assistance

Members are eligible for tuition assistance in accordance with the University's [Tuition Assistance Policy](#), as may be amended from time to time.

ARTICLE 34 General Leave

General Leave means a period in which a Member is released from all of their duties with or without pay. The Member shall not be required to participate as a member of any University committee or perform other employment-related duties during general leaves. All leaves are subject to the minimum provisions of the [Employment Standards Act \[RSBC 1996\]](#) and the [Canada Employment Insurance Act](#).

34.1 Vacation Leave

- a) Newly hired Members shall receive twenty (20) days of paid vacation annually during the first three (3) years of appointment (prorated in the first year), 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, and prorated based on the percentage of workload.
- b) Vacation year will mean the twelve (12) month period from April 1st to March 31st, to coincide with the fiscal year. Accrual of service commences on the first day of employment. 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 Member is responsible for taking all their allotted vacation, in the year it is earned, and for communicating with their Dean or University Librarian, Director and/or Program Head as may be required with respect to their vacation plans and absence from work.

- d) Scheduling vacation for Faculty Members shall be incorporated into the annual workload planning process and approved by the Dean.
- e) Librarian Members shall utilize vacation by submitting Leave Request Forms for the approval of the University Librarian and subsequent recording by Payroll.
- f) In the event that a Member terminates employment prior to using all vacation accrued, the Member's vacation balance for that year will be paid out at the Member's current salary rate on the final pay.
- g) A Member with an accumulated vacation balance as of March 31, 2015 shall have the option to use these banked days of vacation or shall be paid out the vacation balance at the March 31, 2015 value upon the Member's resignation or retirement from the University.
- h) As of April 1, 2019, if a Member is unable to take all their vacation entitlement in the year it is earned, the Member shall discuss this with their Dean. Carry forward of vacation time shall be taken into consideration, in exceptional circumstances related to workload, operational needs or other extenuating circumstances. Subject to the approval of the Dean to the carry forward of vacation time, the Member shall provide a revised workload plan for that year and account for the carry forward of vacation time in the next year's workload plan as banked WLUs.
- i) Subject to Article 34.1(a) all vacation balances as of March 31 of each year shall be returned to zero.
- j) Vacation entitlements shall be recorded on the Faculty Member's annual workplan.

34.2 Sick Leave

- a) Members will earn one and one-half (1½) sick days per month worked.
- b) A Member should report absence due to sickness or disability to the Member's supervisor as soon as possible or should have someone do so on their behalf. Upon return to work the Member is required to complete the University's Leave Request Form, obtain signature approval from the Dean, University Librarian, or designate, and forward on to Payroll for processing purposes.
- c) For any absence due to sickness or disability in excess of five (5) consecutive working days, the Member is required to provide medical proof. Failure to do so will result in the absence being treated as leave without pay.

- d) Where a Member can provide for the medical needs of a family member during an unforeseen illness, the Member is entitled to use a maximum of five (5) days of sick leave, from the Member's sick leave accrual, per fiscal year.

34.3 Bereavement Leave

- a) A Member, not on leave of absence without pay, requiring bereavement leave, will, on request, be granted five (5) days of bereavement leave, with extension to a maximum of seven (7) working days in special circumstances, at the Member's regular rate of pay in the case of death of someone in the Member's immediate family.
- b) For purposes of this Article, "immediate family" is defined as a Member's parent, step-parent, spouse, common-law partner, 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 Member's household or with whom the Member permanently resides.
- c) Upon approval from the Dean, the University Librarian, or designate, one-half (1/2) day leave of absence, with extension to one (1) working day in special circumstances without deduction of pay, to attend a funeral or memorial service of a personal friend or family member not covered in the list in Article 34.3(b) will be granted.

34.4 Court Appearances

- a) The Employer will grant paid leave to a Member, other than a 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 Member's private affairs. Time spent at court by a Member in an official capacity will be at the regular rate of pay.
- b) In cases where a Member's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- c) A Member earning regular pay while serving at court will remit to the University all monies paid by the court, except court-determined expense allowances.
- d) In the event an accused Member is jailed pending a court ruling, such leave of absence will be without pay and benefits. In the event that the Member is found guilty and sentenced to incarceration for less than one (1) year, leave of absence without pay or benefits may be granted. Should the Member be found not guilty of the offence, they will have the option of taking annual vacation leave to which they are entitled in lieu of all or part of the leave without pay. It is understood that if the Member has committed an offense against the University or if the offense would affect the Member in the performance of their duties, this Article would not apply.

- e) The Member should advise their Dean, the University Librarian, or designate as soon as the Member becomes aware that such leave is required. The Member must return to work immediately if excused from jury duty or from appearing as a witness for the day.
- f) The Member will request approval for this type of leave from the Dean, the University Librarian, or designate. The Member should then submit an approved Leave Request Form to Payroll.

34.5 Short-term Leave for Emergency

- a) A Member will be granted a paid leave of up to one (1) day per fiscal year in the case of a serious emergency, such as but not limited to fire, flood, and earthquake.
- b) The Member will request approval for this type of leave from the Dean, University Librarian, or designate. The Member should then submit an approved Leave Request Form to Payroll.

34.6 Compassionate Care Leave

- a) Members are entitled to take Compassionate Care leave in accordance with the [BC Employment Standards Act](#).
- b) A Member will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member who requires care or support and is at risk of dying.
- c) The Member will request compassionate leave from their Dean, the University Librarian, or designate for a specified period of time. A Member may take the leave in units of one or more weeks, up to a maximum of twenty-seven (27) weeks.
- d) Compassionate care leave will be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- e) A Member who returns to work following a leave granted under this provision will be placed in the position the Member held prior to the leave with their full salary and benefits.

34.7 Leave for Unusual Circumstances

- a) The University will grant a leave of absence without pay from regular duties to a Member requesting such a leave for emergency or unusual circumstances. Such requests will be in writing and require approval of the Vice-President Academic and Provost or designate. Once approved, the Member will then submit the Leave Request Form to Payroll.

- b) Where the approved leave of absence is in excess of twenty (20) consecutive calendar days, the Employer will maintain the benefits normally paid for on behalf of that Member only for the balance of the month in which the leave commences. Thereafter, the Employer will only continue such benefit coverage as allowed for by insurance carrier rules, and only if the Member pays to the Employer the amount owing to cover the continuing benefit coverage during the balance of the approved leave.
- c) During the unpaid leave of absence, the Member will not earn vacation or sick leave credits. Leave of absence will not normally be approved for more than one (1) year.

34.8 Moving Day

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

34.9 Maternity (Pregnancy) Leave

- a) A Member is entitled to maternity leave under the provisions of the Employment Standards Act.
- b) A Member will submit a maternity/parental Leave Request Form to the Dean, University Librarian or designate at least four (4) weeks prior to the commencement of the leave.

c) Bridging and Top Up Benefits

Bridging and Top Up benefits will only apply to those 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 Member who has applied for and received Employment Insurance benefits is eligible for supplementary maternity leave benefits as follows:

- i) 100% of the basic gross earnings for the initial one(1) week of maternity leave while an Employment Insurance waiting period is being served; and,
- ii) for any further period of up to fifteen (15) weeks during which the Member is collecting Employment Insurance maternity benefits, the Member will receive payments equivalent to the difference between 95% of the weekly salary and the amount of Employment Insurance earnings the Member is receiving.

d) Pension/Benefits While on Maternity (Pregnancy) Leave

- i) Pension/benefits will only apply to the extent of the Member's coverage at the time of commencing leave.
- ii) During the period of maternity leave the Employer and Member will continue to pay the pension and benefit premiums normally paid for the eligible Member. Should the Member wish to continue Optional Life coverage, payment arrangements can be made between the Employer and Member for the period of leave to be covered.

e) Payment

To receive the benefits defined in Article 34.9(c) (Bridging and Top Up), the Member will supply the Employer with proof of application to Service Canada. The payment of Bridging and Top Up will be as follows:

- i) Members participating in the College Pension Plan may apply to the Pension Corporation to make contributions for the period of absence in accordance with Pension Corporation regulations.
- ii) The Member will provide evidence of the actual payments received from Service Canada;
- iii) The subsequent payments to the Member will be adjusted, up or down, to reflect the actual Employment Insurance payment.

f) Completion of Maternity (Pregnancy) Leave

On completion of maternity leave, if the Member is not taking parental leave, the Member shall return to her previous position or to one of similar scope and responsibility. Service credit shall continue to accrue during the period of maternity leave for benefit entitlements and vacation purposes.

g) Return to Work

Members who accepted Bridging and Top Up from the Employer 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 Member who has received these benefits does not return to work or leaves the University prior to completing twelve (12) months of service, she will be required to re-pay the Bridging and Top Up (on a pro-rata basis – repayment reduced one twelfth (1/12th) for every month of service completed).

- i) A Member will retain seniority that had been earned prior to the leave and will accrue seniority for the period of leave.

- ii) Maternity leave will not affect the process of achieving continuing appointment. A Member on maternity leave may elect to postpone deadlines for application for continuing appointment, if she chooses, for a period of time equivalent to the time she was on leave. When a Member elects to defer such a decision, she will provide the Dean, University Librarian, or designate with written notice of her intention to do so.

34.10 Parental/Adoption Leave

- a) A Member is entitled to parental/adoption leave under the provisions of the Employment Standards Act. Also, as per the *Act*, up to five (5) additional consecutive weeks of unpaid leave may be granted if the child has a physical, psychological or emotional condition requiring an additional period of parental care.
- b) An additional four (4) consecutive weeks of adoption leave without pay may also be requested in the case where the Member travels in order to bring the child into the Member's care.
- c) A Member will submit a maternity/parental Leave Request Form to the Member's Dean, University Librarian or designate at least four (4) weeks prior to the commencement of the leave.

d) Bridging and Top Up Benefit

Bridging and Top Up benefits will only apply to those 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/adoption leave, a Member who has applied for and received Employment Insurance benefits is eligible for parental/adoption leave benefits as follows:

- i) 100% of the basic gross earnings for the initial one (1) week of parental/adoption leave while an Employment Insurance waiting period is being served (i.e., if the Member is not a birth mother who has already served an Employment Insurance waiting period for her current leave);
- ii) during the following ten (10) weeks of parental/adoption leave:
 - a. if the Member opts to receive standard Employment Insurance parental leave benefits, the difference between 95% of the basic gross earnings and the amount of Employment Insurance earnings the Member is expected to receive if the Member qualifies for Employment Insurance benefits; or
 - b. if the Member opts to receive extended Employment Insurance parental leave benefits, the difference between 73% of the basic gross earnings and the amount of Employment Insurance earnings the Member is expected to receive if the Member qualifies for Employment Insurance benefits.

- iii) Top Up will not be provided for the balance of the parental leave; however, the Member may be eligible for continued Employment Insurance parental benefits during this period; and
- iv) at the end of the Member's leave for which EI benefits under their claim have been paid to completion, the University will provide a return to work bridging benefit of 100% of the basic gross weekly earnings for an additional one (1) week prior to the Member returning to work.

e) Pension/Benefits While on Parental/ Adoption Leave

- i) Pension/benefits will only apply to the extent of the Member's coverage at the time of commencing leave.
- ii) During the period of parental/adoption leave the Employer and Member will continue to pay the pension and benefit premiums normally paid for the eligible Member. Should the Member wish to continue Optional Life coverage, payment arrangements can be made between the Employer and Member for the period of leave to be covered.

f) Payment

To receive the benefits defined in Article 34.10(d) (Bridging and Top Up Benefits), the Member shall supply the Employer with proof of application to Service Canada, if not already having done so during maternity leave. The payment of the Bridging and Top Up Benefits will be as follows:

- i) the Employer will estimate the amount of the Employment Insurance payment and provide Bridging and Top Up supplementary payments to the Member on the usual salary payment schedule. These payments and this supplementary payment will be regarded as an advance;
- ii) the Member will provide evidence of the actual payments received from Service Canada; and
- iii) the subsequent payments to the Member will be adjusted, up or down, to reflect the actual Employment Insurance payment.

g) Completion of Parental/Adoption Leave

On completion of parental/adoption leave the Member shall return to their previous position or one of similar scope and responsibility. Service credit shall continue to accrue during the period of parental/adoption leave for vacation purposes.

h) Return to Work

A Member who has accepted Bridging and Top Up parental/adoption leave benefits from the Employer must return to work for a minimum of twelve (12) months of continuous service following parental/adoption leave, or a combination of maternity and parental leave. If a Member who has received these benefits does not return to work or leaves the University prior to completing twelve (12) months of service, the Member will be required to re-pay the Bridging and Top Up benefits (on a pro-rata basis – repayment reduced one twelfth (1/12th) for every month of service completed).

- i) A Member who returns to work following a parental/adoption leave will be reinstated to their previous position or to one of similar scope and responsibility.
- ii) A Member will retain seniority that had been earned prior to the leave and will accrue seniority for the period of leave.
- iii) Parental/adoption leave will not affect the process of achieving continuing appointment. A Member on parental/adoption leave may elect to postpone deadlines for application for continuing appointment, if the Member chooses, for a period of time equivalent to the time they were on leave. When a Member elects to defer such a decision, they will provide the Dean, University Librarian, or designate with written notice of their intention to do so.

ARTICLE 35 Statutory Holidays

35.1 The University recognizes the following days as Statutory Holidays:

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

35.2 The University will be closed for these holidays and Members scheduled to work these days will be paid in accordance with the [Employment Standards Act](#).

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

ARTICLE 36 Resignation

36.1 To support academic planning, a Member who resigns from the University should provide a minimum of forty (40) calendar days' notice.

ARTICLE 37 Retirement

37.1 Retired Members Recognition and Benefits

Royal Roads University encourages continuing relationships with retired Members. Retaining these Members as a part of the Royal Roads University community is important to the culture of the university.

- a) Upon retirement, the retired Member will retain a connection to the University through a dedicated Royal Roads University email address.
- b) All Members who have retired from the University shall be accorded a formal status of “Continuing Member of the Community” and shall be entitled to all of the following benefits:
 - i) Eligible to purchase a gym membership at the staff rate;
 - ii) Eligible to purchase a parking pass at the staff rate;
 - iii) Maintain their RRU library privileges; and
 - iv) Retain affiliation with Royal Roads University for external grant purposes;
- c) The provisions in Article 37.1(a) and (b) shall be contingent on a Member being in compliance with all associated policies and procedures.

37.2 Notice

To support academic planning, a Member who retires from the University should provide a minimum of six (6) months’ notice.

37.3 Phased Retirement Leave (PRL)

The University provides Phased Retirement Leave (PRL) to generate renewal of its workforce. This program can also assist Members in a meaningful and effective way to transition into retirement.

37.4 Eligibility for the PRL

A Member must be at least 55 years of age and have a minimum of five (5) years full time employment as a Continuing status Member with RRU to be eligible to participate in the PRL.

37.5 PRL Application Process

- a) The PRL is strictly voluntary and the Member must initiate the request.
- b) The request for the PRL must be in the best interest of the university and is subject to the approval of the Vice-President Academic and Provost.
- c) The relevant Dean or University Librarian must receive the written application for the PRL at least six (6) months prior to the requested commencement of the PRL.

37.6 Phased Retirement Leave Options

- a) The Member may apply for a one (1) or a two (2) year phased retirement leave.
- b) The Member may apply for a phased retirement leave at 50% workload reduction or greater over the period of the PRL. The level of workload reduction could vary over the period of the PRL, however the PRL must ultimately be cost-neutral for the University.

37.7 PRL Approval Process

Once approved by the University, a copy of the PRL shall be provided to RRUFA. The Member is advised to seek advice from RRUFA prior to signing the required General Release confirming the terms of the PRL, including an irrevocable retirement date.

37.8 PRL Pro-rated salary and health benefits

- a) The Member's salary shall be pro-rated based on the percentage of workload. During the PRL, the Member remains eligible for available salary increases and negotiated salary increases on a pro-rated basis. The Member remains eligible for the full amount of the professional development funds as per the relevant articles.
- b) The university shall continue to offer all eligible health benefits, in accordance with the Group Benefits contract for Members. However, the Member and the University shall share the cost of the benefits based on the percentage of workload (i.e. on a 50% workload, the University and the Member shall each pay 50% of the health benefit costs).
- c) Notwithstanding Articles 37.5(b) and 37.8(b), effective April 1, 2021, the University shall pay 100% of the costs of benefits for the duration of the PRL irrespective of the percentage of workload.
- d) Pension contributions by both the Employer and Member shall continue based on the percentage of workload. Given that the PRL is an approved partial leave, the Member may apply to purchase the shortfall in service as a General Leave of Absence.

37.9 PRL Lump Sum Payment for Members

- a) At the end of a 1-year phased retirement plan the Member shall receive a lump sum payment equivalent to 4 months' salary (less statutory deductions). The lump sum payment is payable at the Member's final rate of pay.
- b) At the end of a 2-year phased retirement plan the Member shall receive a lump sum payment equivalent to 6 months' salary (less statutory deductions). The lump sum payment is payable at the Member's final rate of pay.

37.10 PRL Retirement Date

- a) At the end of the PRL the Member shall retire from Royal Roads University. All salary and applicable health benefits cease on the retirement date.
- b) Upon retirement following the PRL, the Member is eligible for the status and benefits as outlined in Article 37.1.

ARTICLE 38 Inquiry and Investigation into Alleged Wrongdoing and Discipline

38.1 General

- a) In most cases, it is expected that non-disciplinary measures will be sufficient to bring unacceptable conduct to the attention of a Member in a manner that will assist the Member to correct their behaviour. These measures may include discussions, counselling, coaching, professional development or a letter of expectation.
- b) Where non-disciplinary measures are insufficient and/or inappropriate, the Employer may impose discipline, subject to the provisions of this Article 38.
- c) Discipline shall be imposed only for just and reasonable cause and only following an investigation conducted in accordance with Article 38.3.
- d) The form of disciplinary action shall be in accordance with Article 38.4 and commensurate with the seriousness of the violations, taking into account any mitigating or aggravating circumstances.
- e) The Employer bears the onus of proving that disciplinary action was taken for just cause.
- f) The Employer shall exercise its managerial functions as set out in this Article 38 in a manner that is objective and equitable, and in accordance with the principles of natural justice and fairness.

- g) In all dealings with the Employer on matters of discipline, including meetings and investigations preceding discipline, the Member will have the right to be accompanied by the RRUFA President or other member of the RRUFA Executive and one (1) other Member of the Association.
- h) If the Member is unable to act on their own behalf because of a bona fide medical disability, they may be represented by an advocate designated in writing by the Member.
- i) Medical disability is not just cause for discipline.
- j) The Employer in consultation with the 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 Member and the Employer, 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.
- k) Disciplinary processes must be kept distinct from academic assessments associated with annual performance reviews, promotion and Continuing Appointment. All academic assessments will be suspended for the Member during the disciplinary processes.
- l) A Member's privacy will be respected during the preliminary inquiry and investigation. Confidentiality of the preliminary inquiry and investigation will be maintained.

38.2 Preliminary Inquiry into Alleged Wrongdoing

- a) The Vice-President Academic and Provost or designate may initiate a preliminary inquiry into any allegation about a Member if they believe that a situation may exist that cannot be resolved through non-disciplinary measures and could warrant disciplinary action against the Member. The name of the designate shall be made known to the Member by the Vice-President Academic and Provost.
- b) The communication referenced in Article 38.2.c.i shall be initiated within the later of:
 - i) thirty (30) working days of the date of the incident alleged; or (2) within thirty (30) working days of the Dean or Vice-President Academic and Provost becoming aware of the incident.
- c) In conducting a preliminary inquiry into alleged wrongdoing, the Vice-President Academic and Provost or designate shall:

- i) communicate in writing the specific allegation, the intent to conduct a preliminary inquiry, and the scope of the preliminary inquiry to the Member with a copy to the RRUFPA President;
- ii) as may be deemed appropriate by the Vice-President Academic and Provost or designate, provide to the Member and the RRUFPA President a copy of materials, if any, giving rise to the belief referenced in Article 38.2.a;
- iii) invite the Member in writing to respond to the communication provided in accordance with Article 38.2.c.i by meeting or by submitting materials, or both – as the Member sees fit – before an investigation begins. The Member must be given at least seven (7) working days from the time of the invitation to respond.
- iv) notify the Member and the RRUFPA President in writing of the results of the preliminary inquiry and whether an investigation will be conducted. Notification shall be provided within ten (10) working days after receiving the Member's response referenced in Article 38.2.c.iii
- v) in the case where an investigation is rendered unnecessary, ensure that no written statement of the allegation appears in the Member's Official Personnel File;
- vi) in the case where an investigation is rendered necessary, conduct and complete the investigation, in accordance with Article 38.3, within ninety (90) working days of the Member's response referenced in Article 38.2.c.iii. By mutual agreement this deadline may be extended. No reasonable requests shall be denied.

38.3 Investigation of Alleged Wrongdoing

- a) The Vice-President Academic and Provost or designate will inform the Member and the RRUFPA President in writing of the intent to conduct an investigation, and the reasons for and the scope of the investigative action to be undertaken, and details of the investigative process.
- b) During the investigative process, the Member will be afforded an opportunity to respond to the evidence supporting the allegation, including an opportunity to make submissions, including documents and oral evidence, before disciplinary action is taken.
- c) Subject to Article 38.3(f), the selection of the investigator shall be by agreement of the Vice-President Academic and Provost and the President of the Association, or their designates.
- d) Notwithstanding Article 38.6(c), and Article 38.7(i), any reference to arbitration shall be limited to the appropriateness of the disciplinary measure imposed by the Employer. The investigator's findings and conclusion shall not in themselves be the subject of a grievance or arbitration.

- e) Where the Vice-President Academic and Provost and the President of the Association, or their designates, are unable to agree upon an investigator within a reasonable period of time, the Vice-President Academic and Provost will propose a list of three (3) names and the Association, within five (5) working days of receiving the list, can choose one (1).
- f) The Vice-President Academic and Provost or designate will compile the results of the investigation for the University President to review and determine whether discipline is warranted and, if so, what disciplinary action is to be taken.
- g) Where the University President determines that no disciplinary action is warranted, the Member will be notified in writing. All records of the investigation and documentation will be kept under secured conditions in the Human Resources Department in accordance with [Article 14.8](#). No records of the investigation and documentation will be placed in the Member's Official Personnel File.
- h) In the case where the University President determines that disciplinary action is warranted, the Member and the RRUFA President will be notified in writing of the disciplinary action to be taken. A written statement reflecting the results of the investigation will be filed in the Member's Official Personnel File in accordance with [Article 14](#).

38.4 Forms of Discipline

The only disciplinary measures that may be imposed are:

- a) written warning or reprimand;
- b) suspension with pay;
- c) suspension without pay;
- d) dismissal for just cause.

38.5 Written Warning or Reprimand

- a) A "warning" is defined as counsel to desist from a specified action or behaviour. A "reprimand" is defined as a severe, formal or official rebuke or censure.
- b) A warning or reprimand will be conveyed in a written statement by the University President to the Member. It must be clearly identified as a disciplinary measure and must contain a clear statement of the reasons for issuing the warning or reprimand and a statement of the actions that the Member should take to correct the conduct. The Member shall be given reasonable opportunity to take corrective action. The warning or reprimand will be placed in the Member's Official Personnel File.

- c) If the Member disagrees with a warning or reprimand, the Member may file a reply which will be placed in their Official Personnel File.

38.6 Suspension

- a) Suspension is the act of the University President or designate relieving a Member of all or a portion of their University duties and privileges, with or without pay, for just cause. Only the University President or designate may suspend a Member.
- b) When the University President or designate is satisfied that there is just cause that a Member be suspended, the University President or designate shall give written notification to the Member of the reason(s) for the suspension, dates of commencement and termination of the suspension, and the conditions of the suspension. The University President or designate shall forward a copy of the suspension letter to the RRUFA President and place a copy of the suspension letter in the Member's Official Personnel File in accordance with [Article 14](#).
- c) The Association has the right to refer the suspension of a Member directly to arbitration as outlined in [Article 41.8](#) to [Article 41.11](#).
- d) For the purposes of Article 38.6(a) and Article 38.6(b) "designate" shall be limited to the Vice-President Academic and Provost or any individual appointed in an acting capacity for the University President or the Vice-President Academic and Provost.

38.7 Dismissal for Just Cause

- a) Dismissal for just cause means the termination of a Member's appointment.
- b) 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 Member.
- c) The burden of proof for just cause shall rest with the Employer.
- d) Grounds for dismissal for just cause will not include conduct properly characterized as the exercise of freedom of speech, association, or belief.
- e) When there are grounds for dismissal for just cause of a Member, the University President shall initiate dismissal procedures.

- f) The University President shall forward a written statement of recommendation for dismissal and reasons for dismissal to the Board of Governors, along with any material submitted by the Member in accordance with Article 38.3. The University President shall forward a copy of the written statement to the Member and to the RRUFA President.
- g) If the Board of Governors determines that just cause for dismissal exists, the decision to dismiss the Member, the reasons for dismissal, and the dismissal date will be communicated in writing to the University President, the Member, and the RRUFA President. A copy of the written statement will be kept in the Member's Official Personnel File in accordance with [Article 14](#). The Member has the right to attach a written statement addressing the decision.
- h) If the Board of Governors determines that just cause for dismissal does not exist, the decision will be communicated in writing to the University President, the Member and the RRUFA President. All records of the investigation and documentation will be kept under secured conditions in the Human Resources Department in accordance with [Article 14.8](#). No records of the investigation and documentation will be placed in the Member's Official Personnel File.
- i) The Association has the right to refer the dismissal of a Member directly to arbitration, as outlined in [Article 41.8](#) to [Article 41.11](#).
- j) In the event of dismissal, Human Resources will convene a meeting of University representatives to which the Member will be invited to contribute, either in person or in writing, to discuss the protocol of the Member's exit from the University.

ARTICLE 39 Emergency Powers

- 39.1** The University President or designate may exercise emergency powers to relieve a Member of some or all of the Member's duties, and remove some or all of the Member's privileges, by written notice to the Member and the RRUFA President. The written notice shall include full disclosure of the reasonable grounds that warrant exercising emergency powers. Emergency powers shall be exercised only when:
- a) The University President or designate believes that reasonable grounds exist that could warrant disciplinary action against the Member; or
 - b) The University President or designate has reasonable grounds for concern that a failure to use such emergency powers could result in significant harm to the Member, or to another person, or damage to the property of the institution; and
 - c) In either case, the University President or designate believes there is no reasonable alternative to exercising emergency powers.

- 39.2** The University President or designate shall reinstate those duties and/or privileges which had been relieved and/or removed in the event the circumstances in Article 39.1(b) no longer exist.
- 39.3** The exercise of these emergency powers is not deemed to be a suspension for the purposes of this Article.

ARTICLE 40 Workforce Reduction

40.1 General

The Employer may choose to effect a layoff of a Member under the following conditions: a drop in program enrolments or changes to the University's business plan, necessitating a reduction in the number of Members; deletion or modification of a program or discontinuance of a program.

40.2 Workforce Reduction Process

- a) The Employer and the Association shall make reasonable efforts to mitigate Member workforce reduction. Subject to the mutual agreement of the Employer and the Association, mitigating initiatives may include, but are not limited to:
- i) placement of the Member in a position within the University commensurate with the Member's academic training, experience and abilities;
 - ii) making reasonable offers of retraining where it is probable that such training will enable a 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 Member than the University would spend on that Member in giving appropriate notice and severance.
 - iii) mutually agreed-upon leaves of absence;
 - iv) job sharing;
 - v) changes to teaching workload;
 - vi) early retirement incentives, in accordance with Article 37.
- b) Normally, subject to the Employer's ability to meet program requirements, Members who are to be laid off shall be laid off in order of their length of service at the University, starting from most recent. Length of service shall be determined by the date upon which the Member became an Association member
- c) In the event the position from which a Member was laid off in accordance with this Article 40 becomes vacant in the 24-month period following the date of layoff, the

Member shall have the right of first refusal.

- d) A member returning to a position on a first-refusal basis would resume their employment status, previous rank and salary level.
- e) If the Member accepts the position and had received severance, the Member shall be required to repay to the University that amount representing the difference in excess between the severance received and the period of layoff.
- f) Subject to the mutual agreement of the Employer, the Association and the Member, the amount to be repaid may be deducted from the Member's future earnings on an agreed-upon repayment schedule.
- g) Repayment of moving and relocation expenses, as per the University's Relocation Assistance Policy, shall be waived for Members with less than three (3) years of service who have been laid off.

40.3 Notice and Severance Allowances

Notice and severance allowances are designed by the University to balance its responsibilities to Members, students and program needs. In the event of layoff, a Member shall be given:

a) Notice

All Members on a Continuing Appointment shall receive six (6) months' notice prior to the proposed layoff date or six (6) months' salary and benefits in lieu of notice. The Employer can choose a combination of salary and notice totaling six (6) months;

b) Severance

- i) For a Member who has not completed their probationary or continuing track appointment, one (1) months' salary for each and every completed year of continuous employment up to maximum of (5) months;
- ii) For a Member on a Limited-term Appointment, the lesser of: 1) one (1) months' salary for each and every completed year of continuous employment; or 2) salary for the balance of the appointment;
- iii) For a Member on a Continuing Appointment, one (1) months' salary for each and every completed year of continuous employment with the University to a maximum of twelve (12) months.

- 40.4** A Member who accepts the notice or salary in lieu referred to in Article 40.3 acknowledges that they shall not be entitled to any other notice, severance pay, damages or any other payment of any kind whatsoever in connection with the cessation of their employment, nor shall the Member or RRUFA be entitled to initiate a grievance pursuant to [Article 41](#).

ARTICLE 41 Grievances and Arbitration

41.1 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.

41.2 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 Member to initiate or proceed with a grievance filed pursuant to the provisions of this Article.

41.3 Types of Grievances

- a) An Individual Grievance is a grievance initiated by a single Member and submitted by the Association.
- b) A Faculty Association Grievance is a grievance initiated by the Association which relates to Association matters contained in this Collective Agreement and may, but need not, relate to an actual dispute involving an individual Member or a group of Members.
- c) A University Grievance is a grievance initiated by the University against a Member or group of Members or the Association.

41.4 Grievance Submission

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.

a) Sequence of Steps – Grievance Procedure

i) Step 1: Pre-Grievance

Prior to initiating a grievance, the Member should endeavor to resolve the matter directly with their Dean or University Librarian.

ii) Step 2: Grievance

If resolution of the matter is not forthcoming under Step 1, a grievance may be submitted by the Association in writing to the Vice-President Academic and Provost 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.

No later than fourteen (14) days following receipt of the grievance, the Vice-President Academic and Provost or their representative shall meet with an 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 and Provost or their representative, the grievor, and the Association. Vice-President Academic and Provost, within five (5) days of the date upon which the settlement is countersigned, shall give a copy of the settlement to the Association.

In the event that no settlement is reached within ten (10) days after the date of the first meeting, the Vice-President Academic and Provost shall, within five (5) days after this ten (10) day period, forward in writing to the grievor and the Association the reasons for denying the grievance.

iii) Step 3: (Notice to Arbitrate)

Within ten (10) days of the date of receipt of the notification of denial of the grievance from the Vice-President Academic and Provost, the Association shall have the right to forward written notice to the Vice-President Academic and Provost of its intention to proceed to arbitration with the grievance.

41.5 Grievance Involving the Vice President Academic and Provost

Where the subject matter of a grievance involves the Vice-President Academic and Provost, the President or the President's designate will complete the procedure for grievances as set out in Article 41.4(b), providing always that where the President designates someone to complete the procedure, that person shall be another Vice-President of the University.

41.6 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 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 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 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 Association within five (5) days thereafter shall forward in writing to the University their 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 to the President of the Association that it intends to proceed to arbitration with the grievance.

41.7 Mediation

Normally, the Parties will consider voluntary non-binding mediation as an option to resolve a grievance prior to triggering arbitration. If voluntary mediation is agreed-upon, the timelines for triggering arbitration shall be suspended.

41.8 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.

41.9 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.

41.10 Burden of Proof

- a) In cases involving the termination of a 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.

41.11 Costs

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

41.12 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 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.

41.13 Access to Information

Any grievor and the 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 Association required to supply copies of any internal communications from one member of the Executive to another or from a Member to an Executive member where that 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 42 Duration of Agreement

42.1 This will be a three (3) year agreement April 1, 2022 – March 31, 2025

42.2 The Parties agree that:

- a) any new collective agreement language (i.e. changes) shall apply effective the date of ratification by both Parties, except as expressly noted otherwise;
- b) any collective agreement process that has started under the language of the 2019-2022 collective agreement shall be concluded under that language, notably those pertaining to Article 28; and

- c) where the Parties have expressly agreed to an alternate effective date, the applicable language shall apply as at that date;
- d) and, in any event, the Parties agree to resolve any transitional matters in good faith.

ARTICLE 43 Intellectual Property

43.1 The Parties agree to include the Employer's Intellectual Property Board of Governors Policy C1010 (approved April 13, 2007) as information for Members. The Policy is included as Appendix B of the Collective Agreement.

ARTICLE 44 Employer Sharing of Association Member Data

44.1 All data provided by the Employer in accordance with this Article 44 will be used, disclosed, secured and maintained by the Association in a manner consistent with established practices and protocols of the Association, and as required at law.

44.2 All data provided by the Employer in accordance with this Article 44 will be provided directly to the Secretary and President of the Association.

44.3. General Aggregated Data

The Employer will annually, on September 15 provide to the Association the following aggregated information:

- a) A summary of the total salary expenditures incurred by the Employer for all Members of the Faculty Association bargaining unit;
- b) The number of graduate students in each program and the number of Members teaching and/or formally supervising graduate students.
- c) The number of enrolled undergraduate students and FTEs, by Faculty and College
- d) The number enrolled international students and FTEs, by Faculty and College
- e) The number of enrolled indigenous students and FTEs, as may be self-identified and declared, by Faculty and College
- f) The names of all Directors and Program Heads by School or Equivalent, as of the date of the report
- g) The number of Members by Faculty receiving merit pay for the previous fiscal year, the total number of shares awarded, the value of one share, the value of the 1.8% Pool, and the amount of money directed to the Research and Professional Development Pool in accordance with Article 31.2(f).

- h) Information on applications and decisions pertaining to research and scholarship leaves; specifically, the number of Members who applied, by rank, Faculty affiliation and year of appointment, and
- i) Total number of research and scholarship leaves awarded each year, and total number of months taken
- j) Benefits data and reports specific to RRUFA members as shared with the University by the benefits provider, provided such information is not confidential; and
- k) upon written request of RRUFA, other non-confidential data specific to RRUFA Members and not expressly provided above.

It is understood that the Employer is only obligated to provide data pursuant to items a) - k) that are in its custody or control and is not obligated to re-format or compile data in any particularly requested form.

44.3 Individualized Member Data

The Employer will provide to the Association the following Member information, on the dates specified:

- a) On April 15 and October 15 of each year, an up-to-date Master Data Record of all Members including, for each Member, their:
 - i) Name
 - ii) gender, as may be self-identified by the Member,
 - iii) date of birth
 - iv) highest degree obtained,
 - v) year of highest degree attainment,
 - vi) date of hire as a Member
 - vii) home address,
 - viii) department/school of appointment
 - ix) Faculty or College
 - x) Employment category (Core faculty, LTA faculty, librarian, LTA librarian)
 - xi) rank when hired
 - xii) academic degree at hiring data

- xiii) base salary at hiring
 - xiv) date of conversion to continuing (as applicable)
 - xv) date of first promotion/rank assigned (as applicable)
 - xvi) date of second promotion/rank assigned (as applicable)
 - xvii) current rank status
 - xviii) current base salary
- b) A copy of all appointment letters for new Members;
 - c) Within fifteen (15) calendar days of the end of each month, a listing of the names of all Members, including their department, date of employment and Union dues amount paid for the previous month;
 - d) Within fifteen (15) calendar days of the end of each month, a listing of the names of all Members whose employment has ended for any reason, to include the reason for termination (retirement, resignation, dismissal, permanent layoff or other), and the effective date of this event;
 - e) A copy of all letters to Members which effect the cessation of a Member's employment.

ARTICLE 45 Release Time for Officers of the Association and Members of the Bargaining Team

45.1 The University recognizes the value and importance of the Officers of the Association, as well as the Association's bargaining team, having adequate time within their workplans to represent and serve the Members in accordance with the Agreement.

45.2 University Allocation of Course Release to the Association

The Association will be allocated course release to carry out the Association's functions in two (2) areas:

a) Core Business of the Association

At the beginning of each fiscal year, course release will be allocated to the Association for its core business. Such business will be understood to include the ongoing work of its Officers. It will be the Association's prerogative to assign the course release to its Officers to a maximum of four courses total.

b) Bargaining of the Collective Agreement

The University will allocate course release to support bargaining in any particular round. It will be the Association's prerogative to assign the course release to its bargaining team, to a maximum of eight courses total, which may be distributed over multiple fiscal years (for instance in the fiscal year preceding expiry of the Agreement and in the subsequent fiscal year).

45.3 Association Purchase of Course Release

a) Association's right to purchase course release

The Association will be permitted to purchase additional course release in any year, as may be reasonably required. It will be the Association's prerogative to assign course release as needed to its Officers and its bargaining team.

b) cost of course release purchased by the Association

The rate per course release shall be 25% of the floor of the Instructor rank in the fiscal year in which the release is taken. If the rate for the applicable fiscal year is unknown due to bargaining, the rate shall be that of the most recent fiscal year.

45.4 Association's Notice of Distribution of Course Release

The Association will provide the University the names of those Members serving on the Association Executive and as its Officers, and bargaining team who will receive course release and in what amount, in accordance with the Faculty Workload Planning Process set out in Article 28.4.

APPENDIX A - Salary Schedule

Salary Floors and Maximums

	Year 1 Effective April 1, 2022		Year 2 Effective April 1, 2023		Year 3 Effective April 1, 2024*	
	Floor	Max	Floor	Max	Floor	Max
Professor	114,288	150,080	122,003	176,222	124,443	179,747
Associate Professor	95,341	129,201	101,776	153,934	103,812	157,013
Assistant Professor	78,311	102,113	83,597	125,019	85,269	127,519
Instructor	54,711	75,027	58,404	96,104	59,572	98,026
Librarian III	83,124	99,642	88,734	122,380	90,509	124,828
Librarian II	71,326	89,023	76,141	111,045	77,664	113,266
Librarian I	61,888	76,045	66,065	97,191	67,386	99,134

* The Year 3 rates reflect a 2% increase over Year 2 - these may be adjusted up to a maximum of 3%, subject to the MOU re COLA.

APPENDIX B - Memorandum of Understanding - Cost of Living Adjustments (COLAs)

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting April 1, 2024, the "annualized average of BC CPI over twelve months" in Article 31 of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

APPENDIX C - Memorandum of Agreement - Wellness Spending Account

The parties agree that in order to assist in the enhancement of the health and wellness of employees, a Wellness Spending Account (WSA) shall be provided to Members eligible under Article 33: Benefits.

Effective on the date of ratification, each eligible employee shall be allocated an individual WSA account of \$600. This account shall be replenished to \$600 on April 1, 2024 and each anniversary thereafter.

The WSA will be subject to Canada Revenue Agency rules and requirements for taxable benefits.

Employees shall be permitted to use their WSA towards health & wellness initiatives, such as and not limited to:

- Membership and/or admission to fitness facilities;
- Textbooks and/or related media on health and/or wellness related topics;
- Smoking cessation, weight loss or addictions programs;
- Classes/courses for health/wellness enhancement or for personal or professional development
- Fitness Instruction/ Personal Trainers
- to supplement personal Health Benefits, including enhanced EAP access

Members must submit receipt(s) for purchases made within the fiscal year to the Associate Vice President, Human Resources for approval of reimbursement before the deadline set out by the Employer prior to the fiscal year end.

If a Member has unused WSA funds when they leave the employ of RRU, that unused allowance is forfeited.

APPENDIX D - Timeline for Performance Reviews

The following is informational to assist in the understanding of the normal process and timeframes associated with performance reviews. To the extent of any conflict with the following and the provisions of Article 30; the latter shall prevail.

ITEM	ACTIVITY	RESPONSIBLE	Timelines
Reminder will be sent out by the VPAP in March			
1.	Faculty Member compiles and submits draft annual report, with supporting evidence, for review to Director	Faculty Member	by April 15 th
2.	Faculty Member meets with Director to discuss draft annual report and supporting evidence; Director provides feedback	Faculty Member/ Director	April 16 th - May 5 th
3.	Faculty Member revises annual report (as may be necessary) and resubmits final version to the Director	Faculty Member	by May 10 th
4.	Final annual report and supporting evidence submitted to Dean; Director may include their own commentary regarding the annual report	Director	by May 15 th
5.	Dean reviews annual report and supporting evidence and prepares Dean's letter including assessment and rating and advises Faculty Member	Dean	by June 15 th
6.	Faculty Member returns signed copy of assessment to Dean	Faculty Member	Within 10 working days of receipt

APPENDIX E - Memorandum of Settlement

Collective bargaining 2022/23 between



(the “Employer”)



(the “Union”)

The Employer and Union agree as follows:

1. Subject to the provisions of this Memorandum, the 2019-2022 collective agreement, as amended by: i.) Articles signed off to date; and ii.) Appendix A, attached; shall comprise the renewal collective agreement with a term of April 1, 2022 to March 31, 2025, subject to ratification by the parties’ respective principals.
2. To the extent there are any discrepancies between the Articles signed off to date and Appendix A, the signoffs prevail.¹
3. To the extent there are any discrepancies between the Articles indicated as “Status Quo” in Appendix A and the current language of those Articles, the current language prevails.
4. If there are any changes in Appendix A that have not been marked in green text and that have not been otherwise agreed upon, either party has the right to reject those changes.
Neither party is aware of any such changes.
5. The bargaining teams agree to recommend to their respective principals the ratification of this Memorandum of Settlement and the terms of the renewal collective agreement.
6. At their earliest opportunity, the parties shall confirm ratification with each other.

¹ With two exceptions: the language in Appendix A at 30.1.3 and 32.4 is (slightly) different than that signed off and is agreed.

Signed on _18 Aug 2023_____

For the Association	For the Employer
 _____ David Black	 _____ Geoff Tierney
 _____ Rick Kool	<i>Brigitte Harris</i> _____ Brigitte Harris
 _____ Cassandra Larose	 _____ Gina Williams
 _____ Moira McDonald	 _____ Chris Morin
 _____ Tamara Lean	

APPENDIX F - Memorandum of Agreement: 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 B 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 with governance procedures and protocols.

As needed, Appendix B will be updated with any future Intellectual Property Policy amendments.

INTELLECTUAL PROPERTY POLICY AND PROCEDURES

Board of Governors Policy C1010

B.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:

- B.1.1** Provide a supportive climate and incentives for intellectual and creative development, innovation, and entrepreneurship by members of the RRU community, including students;
- B.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;
- B.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;
- B.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;

B.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 B.2);

B.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;

B.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.

B.2 General Overview of the IP Policy and Procedures (see also Attachment 1 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 B.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.

B.3 Definitions

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

B.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 their delegate; and
- b) Avoid any situation in which any actual, potential or perceived Conflict of interest may arise, and to report to their supervisor any such actual, potential or perceived Conflict of interest of which they may become aware.
- c) 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.

B.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 B.3.16**).

B.3.4 "Creator(s)" means the author, inventor, initiator or developer of IP, including but not limited to co-creators.

B.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.

B.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.

B.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.

B.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 B.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.

B.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).

B.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.

B.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 B.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.).

B.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.

B.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.

B.3.14 "Publication" means making IP available to the public by way of speech, print, paper, electronic or other means.

B.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 B.7.7.

B.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.

B.4 Applicability

B.4.1 This Policy applies to all RRU Members.

B.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.

B.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.

B.4.4 This Policy applies to the Creator and their heirs, successors, and assigns and RRU's successors and assigns.

B.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.

B.5 The IP Policy and Procedures

B.5.1 RRU Supports Creator owned IP (subject to Section B.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 39 of the Collective Agreement).

B.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 B.5.4, B.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 B.5.4(b) and Section B.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 B.5.4 and Section B.5.5(b) and Section B.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.

B.5.3 While RRU supports Creator owned IP, the provisions of Sections B.5.1 and B.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, Attachment 2, attached to this Policy).

B.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 B.5.2(a) and B.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, etcetera, 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 and Faculty Affairs or delegate.

- B.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.
- B.5.6** Under this Policy, in all cases, the Vice-President Academic and Provost (or delegate) and/or the Associate Vice-President Research and Faculty Affairs, 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.
- B.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.
- B.5.8** Consistent with RRU Graduate Student Regulations, nothing in this Policy shall preclude a graduate student from publishing their 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.
- B.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.
- B.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.

B.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.

B.6 Disclosure

B.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 their 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 B.6.1(a) and B.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.

B.7 Commercialization and Revenue Sharing

- B.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.
- B.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.
- B.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 Attachment 2 to this Policy.
- B.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 Attachment 2 to this Policy, subject that the requirement and mechanism for RRU to share in Revenue (as per Section B.7.1 and Attachment 2) 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.

B.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.

B.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.

B.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.

B.8 RRU’s Share of Revenue

B.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.

B.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.

B.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

B.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

B.9 Implementation and Interpretation of this Policy

B.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.

B.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.

B.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.

B.10 Resolution of Disputes

B.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.

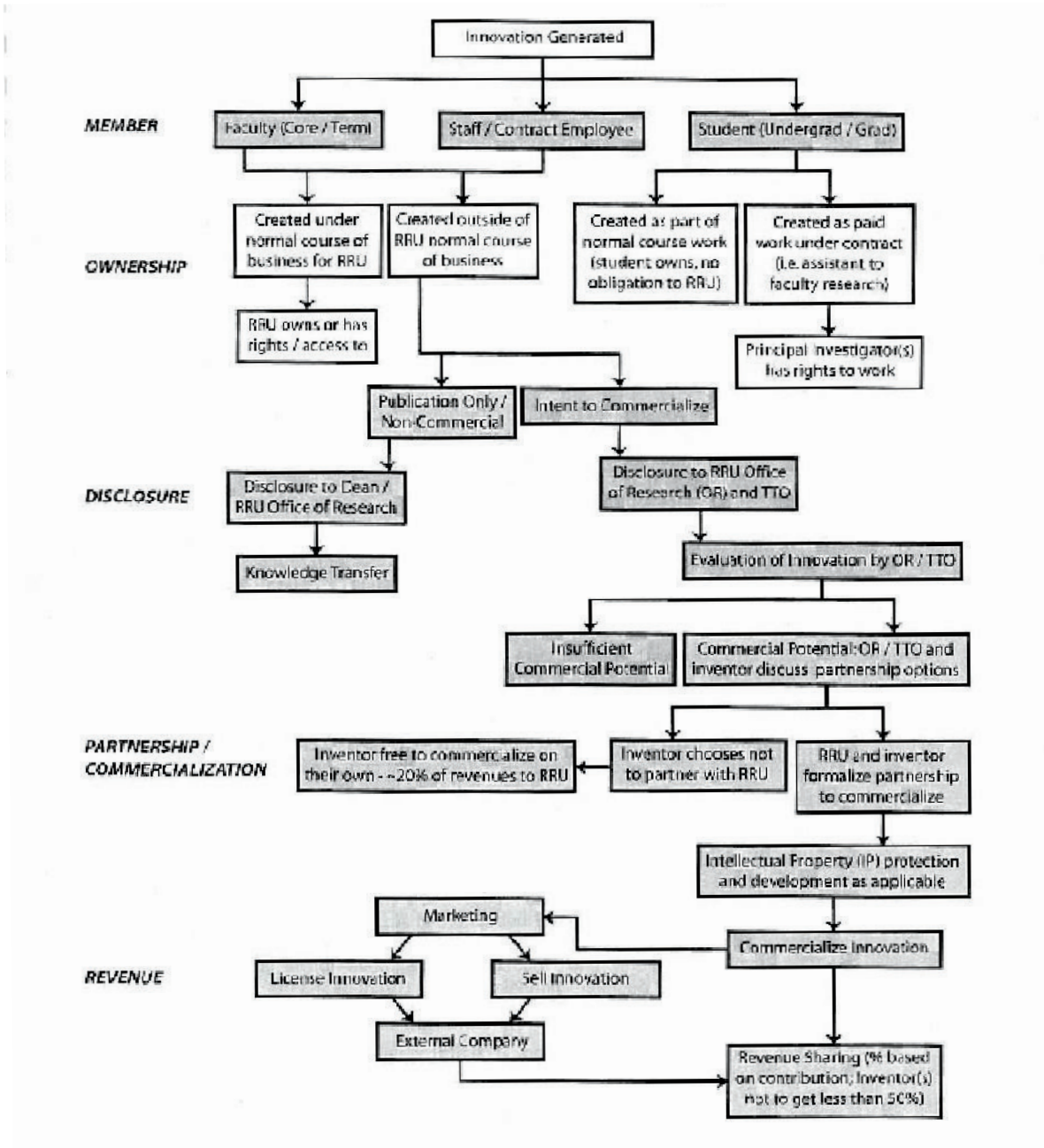
B.10.2 Disputes between the Creator and RRU regarding the provisions of this Policy which cannot be resolved through informal consultation shall be referred to appropriate dispute resolution processes set out in agreements and or collective agreements for such RRU Members or the appropriate set of other 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.

B.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 B.9 of this Policy.

B.11 Amendments

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

ATTACHMENT 1 – OUTLINE OF THE GENERAL ELEMENTS OF THE IP POLICY



Intellectual Property Policy and Procedures

ATTACHMENT 2 - 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 their 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 B.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:

4. 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 B.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.).
5. 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 their 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 B.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 potentialProtection of IP
 - b) Identification of commercial partners
 - c) Prototype development support
 - d) Access to continued use of RRU Resources, facilities and equipment
 - e) Access to additional public and private funding sources
 - f) Assisting with the creation of new ventures through advice on business planning,

- legal matters and capital acquisition
- g) Agreements and contracts development and negotiation
 - h) 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 Section 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.