# APPENDIX 1

## UPEI Senate Policy for Quality Assurance

| University of Prince Edward Island | Policy No: govsenacd0004 | Revision |
|---|---|---|
| **Policy Title:**<br>UPEI Senate Policy for Quality Assurance of Academic Programs | | **Revision Date:**<br>May 5, 2022 |
| **Review Date: May 2028** | | |

## 1. PURPOSE

This policy provides an internal quality assurance framework to ensure that Academic Programs and their related functions at the University of Prince Edward Island ("UPEI" or "the University") are engaged in an ongoing, cyclical quality assurance process. As a formative process, quality assurance of academic programs supports UPEI's mission, vision, values, and long-term strategic goals, and demonstrates accountability and transparency.

a) To encourage reflection on the mission of the University and the goals of the Academic Program unit and achievement of that mission.

b) To support continual improvements in student-focused programming, learning experiences, and overall student success.

c) To encourage planning and the identification of strategic directions.

d) To enable continual improvements in teaching, learning, research and service

e) To promote accountability within the framework of University autonomy.

f) To inform UPEI's learning community and the broader community about the activities of the University, its academic programs and ongoing commitment to quality education, educational experiences, and student achievement.

## 2. PRINCIPLES

The policy is based on the following principles:

a) Evidence-based reviews are a crucial component of UPEI's quality assurance activities.

b) Formative reviews of Academic Programs encourage reflection on the mission, vision, and values of the University.

c) UPEI's mission, vision, and values focus on developing UPEI students to their full potential. In support of UPEI's mission and vision, program reviews are to be student-centered focusing on the quality of education and educational experiences UPEI delivers in its contribution to the betterment of students and society.

d) Faculty-based reviews of academic programs support continual improvements in teaching,

learning, research, scholarly endeavors, and service through a student-centered assessment of program goals.

e) Academic Program reviews are one means by which Faculties provide transparency to their stakeholders about their Academic Programs, planning, and initiatives.

f) Academic Program reviews contribute to the ongoing development and delivery of quality programs and overall University experiences for students.

g) UPEI is dedicated to making UPEI an open, accessible and welcoming community, and to the fair treatment of all persons. Program reviews are to be undertaken with a commitment to identify and remove barriers, encourage participation, and work towards an inclusive campus culture supported by equity, diversity and inclusion.

h) UPEI is committed to reconciliation. Program reviews are to be undertaken with consideration of The Truth and Reconciliation Commission of Canada Calls to Action and how programming and student learning opportunities reflect truth and reconciliation in their development and delivery.

i) UPEI's quality assurance of academic programs aligns with the Maritime Province Higher Education Commission's ("MPHEC") quality assurance framework.

## 3. DEFINITIONS

a) "Academic Program" means a program or group of programs, including, but not limited to degrees, majors, honors, minors, specializations, diplomas, certificates and variations thereof at the undergraduate and graduate level, including options such as cooperative education and work integrated learning. The Academic Program typically encompasses all programs and related functions pertaining to a focus area (for example, all programming with the School of Mathematics and Computational Sciences, or a review of a discipline's comprehensive offerings including majors, minors, etc,).

b) "Faculty" means all UPEI Faculties delivering academic programs within academic units. UPEI academic units may exist within various structures (for example, the Faculty of Veterinary Medicine within the Atlantic Veterinary College or the School of Mathematical and Computational Sciences within the Faculty of Science). All academic units (including but not limited to Schools, and Departments) carry out internal reviews through their home Faculty.

c) "Dean" means the Dean (or delegate) of the Faculty that delivers the Academic Program(s) under review.

d) "Program Lead" means the delegated academic leader of the Academic Program to be reviewed. Examples of Program Leads include, but are not limited to, an Associate Dean, Departmental Chair, Program Coordinator, or Faculty member with an appropriate level of experience in relation to the program(s) being reviewed, with a strong understanding of related functions, and institutional processes.

e) "Advisory Team" means the review committee composed of external and internal members, appointed as per *Guidelines for Academic Program Quality Assurance Reviews* (as prepared by the Senate Academic Planning and Curriculum Committee as required by Senate Policy on Quality Assurance for Academic Programs) and *Guidelines for Advisory Teams Participating in UPEI Quality Assurance of Academic Programs* (as prepared by the Senate Academic Planning and Curriculum Committee as required by Senate Policy on Quality Management for Academic Programs).

f) "Program Goals" are the goals and objectives defined by a program's faculty in respect to student learning and outcomes. They help define and communicate what defines student success, what students can expect in respect to the programming education and experiences, and what students should achieve during their programming through to graduation. Program Goals are student-centered and establish expectations between curricular components and outcomes. Program goals also address long-term development of the Academic Program unit overall.

## 4. SCOPE

a) This policy applies to all UPEI Faculties, Schools and Academic Departments that deliver credit bearing programs. This includes interdisciplinary programs, joint degrees, articulated programs, and any other programming that provides an exit credential to students.

b) Where an academic program unit comprises more than one discipline or significantly different academic programs (e.g., Sociology and Anthropology the review will normally include all academic programs run by that unit. However, an exception to this practice may be made if the responsible Dean and Vice-President Academic and Research believe that it would be more appropriate to review programs separately than together.

c) Where an Academic unit or a program is required to be accredited by a recognized external body:

i. accredited Faculty and its program(s) are to follow their respective accreditation review cycles;
ii. the results of accreditation reviews will normally substitute for the self-study and external review components of the quality assurance review as appropriate; and
iii. accredited Faculty must communicate accreditation report outcomes to the Office of the Vice-President Academic and Research for further information sharing with the UPEI Senate Academic Planning and Curriculum Committee (APCC) and as needed, MPHEC, to ensure there are no gaps in internal quality assurance processes.

d) While preparing for an accreditation site visit (self-study phase), the Dean or designate will meet with the Vice-President Academic and Research to determine if there are factors outlined in this policy that may not be sufficiently assessed through the accreditation review. If any factors are identified, an agreed upon approach will be determined to address assessment of the identified factor(s).

e) Academic Program Quality Assurance Reviews are to be carried out from a student-centered focus with consideration given to aspects that directly impact the quality of teaching and learning, and the full range of the offerings and activities of the program(s) as they apply to the full scope of UPEI students' overall university experience.

## 5. RESPONSIBILITY

a) The Senate Academic Planning and Curriculum Committee ("APCC") (or another Committee named by Senate for this purpose) has overall responsibility for this policy. Administrative support for the policy will be provided by the Office of the Vice- President Academic and Research.

b) The Senate APCC will, from time to time, develop and report to Senate guidelines for the application of this policy.

c) The APCC will establish a schedule for reviews and report this schedule to Senate on an annual basis.

d) In the Fall of each year APCC will notify Academic Program units that are to be reviewed

during the following academic year and invite them to begin preparing for the review.

e) The Vice- President Academic and Research will develop an annual budget for the application of this policy.

f) The Vice- President Academic and Research will coordinate the production of statistical information needed to support the development of the self-study to assist in the formative reviews of academic units.

g) The APCC will provide an annual update to Senate on the reviews of Academic Program units and the action plans developed by academic units as a result of the self- study and review processes.

h) Each academic unit (interdisciplinary program coordinating committee, Department, Faculty, School, Centre, etc.) will review its activities and update plans at least once every seven years. In this respect, timely reviews of a Faculty's Academic Programs within the review cycle are the responsibility of the Dean who has overall responsibility for the Faculty in which the Academic Program and related functions are delivered. The Dean works in coordination with the Program Lead and Faculty of the Academic Program being reviewed to ensure all aspects of the review are carried out and to address action items. Reviews of graduate-level Academic Programs are to include the Dean of the Faculty of Graduate Studies to enhance institutional oversight and consistency in student experience and quality assurance of Graduate Academic programs.

i) Results of Academic Program reviews are shared with key stakeholders through UPEI's commitment to accountability and transparency.

   i. As the Senate Committee with responsibility for quality assurance and academic program review processes, APCC receives and reviews Program Review reports and responses within the framework of this policy and related processes. This includes receiving and reviewing the Program Review Advisory Team Report and Reviewers' Recommendations, as well as the UPEI Academic Program's Action Plan and Response to Reviewers' Recommendations. APCC also invites Faculty Program Leads to APCC to discuss the review, recommendations, and actions to address recommendations.
   ii. UPEI Senate receives an annual update on internal quality assurance program reviews.
   iii. Through institutional reporting, UPEI provides MPHEC with annual updates regarding completion of internal program reviews. If a program has additional reporting elements associated, this information is also updated as needed.
   iv. Completion of Academic Program reviews are to be communicated with stakeholders

through University communications as part of UPEI's ongoing quality assurance process.

j) Schedule of Reviews and Components of Quality Assurance Review are outlined in this policy under the PROGRAM REVIEW section.

## 6. PROCESS

This policy is to be carried out in conjunction with the:

i. *Guidelines for Academic Program Quality Assurance Reviews;* and
ii. *Guidelines for Advisory Teams Participating in UPEI Quality Assurance of Academic Programs*.

Each review will comprise the following steps:

a) self-study by the Academic Program unit;
b) review of the self-study, a site-visit, interviews, and resulting report and recommendations by the Advisory Team; and
c) preparation of an action plan by the Academic Program unit based on the self-study and Advisory Team report and recommendations.

Review leaders and participants should consult the aforementioned guidelines for specific review criteria and guidelines.

a) Self-study

i. Self-study of Academic Programs are to be student-centered and assess quality of teaching, learning, research, scholarly endeavors, and overall student experience in the context of the University's mission, vision, and values and the goals of the Academic Program.

ii. The purposes of the self- study are: to identify strategic options and directions for the Academic Program unit in relation to the discipline or field of enquiry, the external community context facing the unit, the mission and goals of the University and the mission and goals of the Academic Program; to stimulate internal evaluation of quality and development of student-focused plans to improve quality; and to prepare, internally, for site-visits by external reviewers providing information that will be needed by the Advisory Team.

iii. The Dean and Academic Program Leader will follow the *Guidelines for Academic Program Quality Assurance Reviews* in carrying out reviews.

b) Advisory Team

i. The Advisory Team will comprise two scholars from relevant units at other universities as well as one UPEI faculty member from a cognate discipline. In areas of greater breadth, there may be a need for more than two external scholars. Selection and composition of Advisory Teams is based on *MPHEC Guidelines for the Selection of External Program Advisors*. Selection of Advisory Team members will be made with consideration of UPEI's commitment to Equity, Diversity, and Inclusion (EDI).

ii. The advisory team will be selected by the Vice-President Academic and Research in consultation with the Academic Lead of the Academic Program unit being reviewed and the responsible Dean, from among names suggested by the Academic Lead of the unit being reviewed.

iii. Each member of the Advisory Team will receive a copy of the self- study document prepared by the Academic Program unit.

iv. The Advisory Team will visit UPEI where they will examine the facilities and meet and interview relevant faculty, staff, administrators, students and if applicable external stakeholders.

v. The Senate APCC will provide the Advisory Team with the *Guidelines for Advisory Teams Participating in UPEI Quality Assurance of Academic Programs*.

c) Academic Program Action Plans

i. In light of the self-study and the report and recommendations from the Advisory Team, the Academic Program unit will develop a multi-year plan to outline strategic directions and to address identified shortcomings and recommendations. This Action Plan will be shared with APCC through presentation and discussion.

ii. The Academic Program Unit provide its Dean and APCC with an update on Action Plan progress annually.

iii. The annual updates of the Academic Program unit's Action Plan will be shared with Senate through an annual update by APCC.

## 6. SCHEDULE OF REVIEWS

a) Internal quality assurance reviews of existing Academic Programs are to take place on a cyclical basis every seven years. If a new program is implemented, an Academic Program review is required following the graduation of the first cohort of students, in keeping with MPHEC requirements, and then every seven years thereafter.

b) APCC will communicate upcoming Academic Program reviews in the Fall of each year and report this schedule to Senate on an annual basis.

c) Each Fall, APCC will inform Deans of Academic Programs that are to be reviewed in the upcoming year, and request that they submit a schedule of dates associated with their respective reviews.

d) Deferrals of Academic Program reviews will only be granted under exceptional circumstances. Requests for deferrals must be made in writing by the Faculty Dean to APCC for consideration.

e) In order to ensure participation of students, reviews will normally take place in the Fall and Winter terms. In appropriate circumstances, an Academic Program review may take place during Spring or Summer.

f) Three examples of review schedules are provided for reference.

| | Reminder by APCC of Upcoming Review | Unit Profile | Review Committee Process | Identification of Potential Reviewers | Student Surveys | Self-study Document | Site Visits | Review Committee Report and Action Plan | Response to Report and Action Plan |
|---|---|---|---|---|---|---|---|---|---|
| | Review Planning | | Self-study Preparation | | | | External Review | Response to Report and Action Plan Development | |
| **Timeline 1** | January | May | June to August | | | | November | November to April | |
| **Timeline 2** | January | August | September to December | | | | March | March to September | |
| **Timeline 3** | January | December | January to March | | | | July | July to January | |

## 7. POLICY REVIEW

This policy will be reviewed at least every seven years by the Senate APCC (or by another Committee named by Senate for this purpose).

# APPENDIX 2

## Access to Information and Protection of Personal Information and Privacy Policy

**BACKGROUND**

1. On March 22, 2004, the University created its policy in relation to privacy and the protection of personal information. The policy recognized the commitment made by the University to protect privacy while, at the same time, providing a useful guideline for the ongoing collection, use, and disclosure of information by the University. As part of the effort by the University to modernize its policies, and recognizing the importance of both privacy and access to information in our community today, the University wishes to update its policy to establish a new guideline for the future collection, use, and disclosure of information by the University.

2. The University occupies a unique place in our community. While it has been created by statute and performs a public service, the University is a legally autonomous institution that has its own governing body, manages its own affairs, allocates its funds, and pursues its own academic interests. This autonomy is buttressed by the traditional position occupied by universities in our society. This Policy is a reflection of the unique role that the University plays in our community and must be interpreted with these principles in mind.

**PURPOSE**

3. The purpose of this Policy is to enhance the University's continued commitments to:
   (a) providing access to information,
   (b) protecting personal information and privacy, and
   (c) setting out the processes for handling access to information requests ("access requests") and breach of privacy complaints ("privacy complaints").

**SCOPE**

4. This Policy applies to
   (a) all requests for access to information maintained by the University; and
   (b) all members of the University community with access to information maintained by the University.

**EFFECTIVE DATE**

5. This Policy is effective May 1, 2017 and shall apply to all information created by the University after the effective date of the Policy.

6. All requests for information before the effective date of this Policy shall be determined in accordance with the policy in effect at the University at the applicable time.

**ACCESS TO INFORMATION**

7. The University routinely makes large amounts of institutional and other information available to the public on its website. The University is committed to continuing this online practice. If information is not available on the University's website, a request for information may be made to the Office of UPEI Information & Privacy ("UPEIIP") in accordance with this Policy.

**PRIVACY**

8. The University is committed to maintaining and protecting the integrity of personal and other confidential information. If a person believes his or her privacy rights have been breached, the person may file a written complaint with the Office of UPEIIP in accordance with this Policy.

**OFFICE OF THE INFORMATION & PRIVACY COMMISSIONER**

9. The Office of UPEIIP handles access requests and privacy complaints made to the University. The Office of UPEIIP also carries out other associated duties, such as:
   - (a) educating University staff on access to information and privacy,
   - (b) assisting University staff members in conducting searches and addressing complaints,
   - (c) clarifying and responding to access requests,
   - (d) preparing fee estimates,
   - (e) investigating and remedying complaints,
   - (f) reporting on the number of access requests and complaints, and
   - (g) representing the University in interactions following an access request or privacy complaint.

**PROCESS FOR HANDLING ACCESS REQUESTS**

## Basic Steps

10. The steps in processing an access request may vary depending on the nature of the request. Generally, the Office of UPEIIP follows these basic steps:
    - (a) An access request means a request for access to institutional or personal information. An access request must be submitted in writing, addressed to the Office of UPEIIP, and must provide sufficient detail to enable the Office to identify the record(s) sought. The person making the request (the "requester") must also pay the initial fee and complete the Access Request Form.

(b) The Office contacts staff responsible at the faculty, administrative office or service to conduct a search for records responsive to the access request.

(c) The records located as a result of the search are sent to the Office of UPEIIP. The Office reviews the records to determine whether exemptions and/or exclusions apply.

(d) The Office of UPEIIP notifies the requester about the Office's decision whether to release the records in part or in their entirety and the fees associated with the release of the records.

(e) Once the requester pays the fees associated with the access request, the Office of UPEIIP sends copies of the responsive records to the requester.

**Exemptions and Exceptions**

11. There are certain types of records that are exempt from disclosure to protect institutional interests, the privacy of others, confidentiality, ongoing operations of the University, and other interests important to the University. For example, exemptions and exceptions include, but are not limited, to any information that:

(a) is an invasion of privacy,

(b) may be harmful to the interests of the University, a third party, or an individual,

(c) may negatively affect a relationship important to the University,

(d) may affect public safety or the health or safety of an individual,

(e) is confidential,

(f) relates to a policy, project or other matter under consideration by the University,

(g) relates to employees, labour relations or student relations at the University,

(h) relates to an investigation,

(i) relates to a legal or administrative proceeding,

(j) relates to a disciplinary matter,

(k) is protected by any form of privilege,

(l) relates to legal advice given to the University, or

(m) relates to a request that is frivolous, vexatious and an abuse of the Policy

12. A record may contain information about an individual other than a requester. Generally, information related to another individual is not disclosed.

13. A record may contain information that reveals commercial, financial, confidential or other information belonging to an external person, entity or organization. Generally, information related to another party is not disclosed.

**Fees**

14. The University charges fees for the processing of access requests. Responding to an access request will require the University to expend both human and financial recourses. An initial and non-refundable fee must therefore be paid to the University before the Office of UPEIIP begins to process the access request and records will not be released until the Office of UPEIIP receives payment in full of all fees associated with request. Information on fees is found in the Fee Schedule. Notwithstanding this provision, the fees for any request requiring less than one (1) hour of time shall be waived.

**PROCESS FOR HANDLING PRIVACY COMPLAINTS**

## Complaint

15. For the purpose of this Policy, a privacy breach occurs when there is unauthorized disclosure of personal information or someone has obtained unauthorized access to personal information. If a person believes his or her privacy rights have been breached, the person may file a written complaint with the Office of PEIIP. The person making the complaint must complete the Privacy Complaint Form.

**Basic Steps**

16. The steps in processing a privacy complaint may vary depending on the nature, circumstances, and complexity of the complaint. Generally, the Office of UPEIIP follows these steps:

    (a) receipt of the complaint,

    (b) communication with the faculty, administrative office or service and person(s) involved with the complaint or who may have knowledge of the circumstances,

    (c) consultation with other appropriate authorities and/or external entities, if necessary, and

    (d) notification of the person who filed the complaint as to the outcome of the complaint and informing them of any steps taken to resolve the complaint.

**PROTECTION OF PERSONAL INFORMATION AND PRIVACY**

## Personal Information

17. Personal information is regularly collected by the University from students, employees, alumni, donors and other individuals, and this information is intended to be used for the purpose of administering programs and activities at the University, delivering services at the University, and carrying out the operations of the University, including:

    (a) recruitment, admission, registration, evaluation, and/or graduation in an academic

and non-academic program,

(b) student associations and organizations, including the alumni association,

(c) financial assistance and awards,

(d) development and fundraising activities,

(e) institutional planning and statistics,

(f) reporting to government agencies and/or professional organizations,

(g) employment,

(h) safety and security, and

(i) print, electronic, and internet publications.

**Disclosure**

18. It is the general policy of the University not to disclose personal information to external individuals or organizations unless:

(a) the individual was notified of the disclosure when the personal information was collected,

(b) the individual has consented to the disclosure,

(c) disclosure is permitted or required by law,

(d) the information is public information, or

(e) disclosure is authorized under this Policy.

**Correction**

19. Individuals have a right to request access to their own personal information and to request the correction of their personal information. Those who wish to obtain access to their personal information or to request a correction should begin by contacting the faculty, administrative office or service that has possession of the information. Depending on the nature of the request, it may require a written request to the Office of UPEIIP.

**PIPEDA**

20. The University is committed to adhering to the Personal Information Protection and Electronic Documents Act ("PIPEDA") and to promoting responsible practices regarding the management of personal information at the University.

**Application**

21. PIPEDA only applies where the University collects, uses or discloses personal

information in the course of a "commercial activity." In other words, this section of the Policy therefore does not apply where the University collects, uses, or discloses the personal information of individual students, former students, employees, or former employees, or third parties (e.g. family members or contractors) unless that information is collected, used or disclosed in the course of a commercial activity. If an individual has a question about whether a particular activity falls within PIPEDA and this section of the Policy, then the individual should consult with the Office of UPEIIP.

**Definitions**

22. A "commercial activity" means any particular transaction, act, or conduct or any regular course of conduct that is of a "commercial character," including the selling, bartering or leasing of donor, membership, or other fundraising lists.

23. An activity has a "commercial character" if it or another activity with which it is associated:

    (a) involves an exchange of goods or services for valuable consideration,

    (b) is for the purpose of creating a profit, generating revenue or producing a positive cash flow, and

    (c) is not principally educational in nature.

24. "Personal information" means information that the University collects, uses, or discloses in the course of a commercial activity about an identifiable individual. It may include, but is not limited to, an individual's name, home address, home telephone number, home e-mail address, student ID number, information about an individual's personal characteristics (e.g. age, sex, martial or family status, race, social status, educational background, employment background, source of income), financial information, medical information, criminal record information, opinions, evaluations and comments, but does not include the following:

    (a) the name, title, business address, or business telephone number of an employee of the University or other organization,

    (b) information that relates only to a corporation or other organization, and

    (c) publicly available information as defined in PIPEDA.

**Responsibility for Compliance**

25. The Office of UPEIIP is designated as the entity responsible for compliance with PIPEDA on behalf of the University.

**Collection, Use, and Disclosure of Personal Information**

26. The University will collect, use, or disclose personal information in the course of a commercial activity only for purposes that a reasonable person would consider

appropriate in the circumstances.

**The Ten Principles**

27. Personal information that is collected, used, or disclosed by the University in the course of a commercial activity will be handled in accordance with the ten privacy principles set out in PIPEDA.

**Questions, Requests, and Reconsideration**

28. An individual who has a question or request about any matter covered by this section of the Policy or about the application of PIPEDA at the University may address their inquiry, request or compliant, in writing, to the Office of UPEIIP. The question or request must include sufficient information to enable the University to deal with the matter.

**Reconsideration**

29. If an individual disagrees with a decision made by the Office of UPEIIP under this policy, the individual may submit a written request for reconsideration with the Vice President Administration and Finance within thirty (30) days of the date of the decision. The decision of the office of UPEIIP shall be reconsidered by the Vice President Administration & Finance within thirty (30) days and his/her decision will be final.

**RESPONSIBILITIES**

30. This Policy is authorized by the Board of Governors.

31. The development and maintenance of this Policy is the responsibility of Vice-President, Administration & Finance.

32. The administration of this Policy is the responsibility of the Office of UPEIIP as set out hereinabove.

**REVIEW**

33. This policy is to be reviewed every five (5) years.

**RELEVANT LEGISLATION**

*Personal Information Protection and Electronic Documents A*ct, S.C. 2000, c 5.

**FEE SCHEDULE**

All applicable taxes are payable in addition to the listed fees.

| **Description** | **Fee** |
| --- | --- |
| Access request fee | $25.00 |
| Locating and retrieving a record | $40.00 per hour |
| Preparing and handling a record for disclosure | $40.00 per hour |
| Examining a record | $40.00 per hour |
| Shipping a record | Actual cost |
| Scanning a record | $0.50 per page |
| Producing a record | |
| photocopying or printing | $0.25 per page |
| CDs | $10.00 per CD |
| DVDs | $10.00 per DVD |
| USB drives | $15.00 per USB drive |
| duplication of 16mm microfilm | $50.00 per roll |
| duplication of 35mm microfilm | $70.00 per roll |
| duplication microfilm to paper | $1.00 per exposure |
| photographs | |
| 5” X 7” | $10.00 per photograph |
| 8” X 10” | $15.00 per photograph |
| 11” X 14” | $50.00 per photograph |
| 16” X 20” | $75.00 per photograph |
| 20” X 24” | $200.00 per photograph |
| any other media not listed above | Actual cost |

# APPENDIX 3

## Retention and Removal of Digital Course Materials Standard

# Retention and Removal of Digital Course Materials Standard

| Version | Date | Comments |
|---|---|---|
| 1.0 | February 2024 | Initial Standard |

Standard Summary: A process for the retention and removal of aged LMS courses and course related digital recordings.

## INTRODUCTION

The Learning Management System (LMS) plays an important role in teaching and learning and the student experience at the University of Prince Edward Island (UPEI). The LMS is used to share and store teaching and learning related information, including syllabi, assignments, grades, lectures, readings, recordings of lectures and class discussions, and other content.

The regular use of lecture capture and other digital recordings has been integrated into the teaching practice of many instructors for pedagogical purposes as well as to support equity, diversity, and inclusion in their classes.

Following the completion of a course, content stored in the LMS can support ongoing student. learning and success given many courses progressively build upon previous courses. Instructors can leverage content in their previous courses to revise them or create new ones. Instructors may also use previous courses as a resource when preparing letters of recommendation for their former students.

This standard is informed by UPEI's Academic Regulations

## PURPOSE

This standard defines the scope of retention for course materials hosted in the University of Prince Edward Island's Learning Management System (LMS), Moodle, as well as recordings on Collaborate, YuJa, Zoom, and Teams by specifying a timeframe for the retention of full course content, grades, and all student work maintained on the LMS. Having a plan of action for archiving courses conserves the optimization of the LMS for performance purposes. In addition, it affords the University a means to properly appropriate database space avoiding unnecessary.

space upgrades

## SCOPE

This standard covers all official courses contained in the LMS managed and/or maintained by the University of Prince Edward Island and recordings hosted on Collaborate, YuJa, Zoom and Teams cloud storage.

The Chief Information Officer is responsible for the interpretation of this standard. This standard is issued under the authority of the UPEI Electronic Information and Systems Policy.

## DEFINITIONS

Academic Year: a period of three semesters starting in September with the fall semester, continuing through the winter, and which ends in August of the following year. Ex: Academic year 2023-2024 is:

- Fall (2023)
- Winter (2024)
- Summer (2024)

Course: refers to a section or instance of a course taught in a specific semester.

Course Content: any existing data contained in a course on the LMS. Including, but not limited to, syllabus, schedule, assessments, assignments, attendance, discussion forums and any readings.

Course Access: the instructor's ability to access their course(s) on the LMS after the semester is over.

Course Archive: the creation of a zip file containing all course content, but does not include student data, grades, submitted assignments, etc.

Grades: any existing grading records residing in a course on the LMS including any student work and comments.

Archived Course: a course that is three (3) years from the end date of the academic year during which the course was taught.

Student Work: any student submission in a course on the LMS, including, but not limited to, assignments, discussions, assessments, and group work.

Digital Recordings: digital and audio recordings of class activities, including but not limited to lectures, class discussions, guest lectures, and student presentations.

## Standard

The University will retain LMS course content, grades, and student work for three (3) years from the end date of the academic year during which a course was taught. This will ensure all course content and student work will be available should any grade disputes arise. Instructors will retain course access via

the LMS for three (3) years after the course is completed. Unless the instructor removes the course, content or hides it, students will also have access to courses they completed for up to three (3) years prior to graduation.
Following graduation, student accounts are disabled and access to LMS is no longer possible. At the end of the academic year, all courses with end dates greater than three (3) years in the past will be archived (course content without student data) to a defined long-term storage location managed by the University and will no longer be accessible via the LMS. Video recordings stored with Collaborate, YuJa, Zoom or Teams will not be archived and will be permanently deleted.

After the courses have been removed from the LMS, a formal request to the Teaching and Learning Centre will have to be made to have the course restored. Only by request of or with the permission of the course creator will a course be restored. Access to archived courses located in long-term storage are only guaranteed for four (4) calendar years for restoration purposes. After this grace period, archived courses will be deleted from long-term storage locations. The long-term retention of course content is the responsibility of the instructor. Instructions are available for instructors to archive and download their course content themselves. This process is useful as a pre-planned method of course retention should the need arise for a course to be kept longer than the defined period the University maintains access to or stores an archive of a course.

# APPENDIX 4

## Research Data Management Strategy

# University of Prince Edward Island
## Research Data Management Strategy

*Images (clockwise): Sunny Hartwig, Associate Professor, Biomedical Sciences; Josh McFadyen, Canada Research Chair in Geospatial Humanities, Associate Professor, ACLC; Nadia Bressan, Assistant Professor, Sustainable Design Engineering; Greg Doran, Professor, Theatre Studies.*

The land on which the UPEI community gathers is the traditional and ancestral territory of the Mi'kmaq People. We acknowledge the original custodians of this land and give thanks to the Elders – those in the spirit world who came before us and gave us the teachings of life; those here today, who preserve stories and traditions and guide us as knowledge keepers; and those who are Elders in the making. We are mindful and respectful that our research may take us into the territories of other Indigenous peoples.

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# Purpose of this Strategy

The purpose of this Research Data Management (RDM) Strategy is to document UPEI's readiness to support researchers and research data management through its lifecycle, from planning, dissemination and publication where appropriate, to preservation and secure storage to reflect the value of the data and its importance to UPEI and its community of stakeholders.

This strategy also addresses the requirements of the Tri-Agency Research Data Management Policy which lists a set of requirements that institutions eligible to administer Tri-Agency funds must meet including:

1. The creation and publication of an institutional research data management strategy.
    a. This strategy document will address this requirement when published.
2. Researchers are required to integrate Data Management Plans (DMPs) into their funding applications.
    a. UPEI's data platform facilitates the creation of DMPs that researchers can use for this purpose along with guidance for completing a plan. We recognize that researchers may need additional support and/or resources to complete this activity.
3. Researchers will be required to deposit their data aligned with Tri-Agency requirements. The Tri-Agency plans to phase this requirement in and recognizes that while there may be constraints, "the agencies expect researchers to provide appropriate access to the data where ethical, cultural, legal and commercial requirements allow".
    a. UPEI's data platform includes a deposit option for researchers to publish or privately archive their data as appropriate. Published research data is assigned a persistent identifier (DOI) to aid in discovery and citation.

# Importance of Research Data and Research Data Management

The University of Prince Edward Island (UPEI) is committed to identifying and implementing strategies that maximize the full potential of UPEI researchers' research results and expertise, and UPEI's research impact. Its 2018-2023 Strategic Plan identifies a number of goals and supports focused on research and researchers at UPEI. Some key goals identified in the plan include:

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- identify strategic investments needed to keep pace with innovative and integrative technologies that support teaching, research, scholarship, and the UPEI Robertson Library's many core functions within the academy and community
- identify and implement strategies that maximize the full potential of UPEI researchers' research results and expertise, and UPEI's research impact
- encourage the use and consideration of Indigenous ways of knowing to complement western forms of knowledge and scholarship within UPEI research and graduate programs
- further develop an integrated scholarship and research culture at UPEI that informs teaching, encourages curiosity, discovery, and self-expression
- enhance institutional supports to assist researchers in effectively identifying and pursuing research funding, and developing research expertise

UPEI's recently released *Strategic Research Plan (2023 – 2028)* includes 3 objectives: 1) fostering and celebrating research excellence; 2) developing talent for impactful research; and 3) strengthening outreach and community partnerships. The plan includes actions to ensure wide dissemination of research outputs, learning resources for researchers, training of graduate students, and providing opportunities for engaging undergraduates in research among other activities. These goals are aligned with our RDM strategy. Senate recently approved an updated Open Access and Dissemination of Research Output that recognizes the importance of research data and incorporates language related to data management planning and data deposit.

In response to Tri-Agency's announced requirements, the Vice-President Academic and Research formed an Institutional Research Data Management Strategy Working Group comprised of stakeholders from across the University including the Associate Vice-President, Research and Dean of Graduate Studies, Faculty Members, Research Services representatives, a Research Ethics Board representative, an Access to Information and Privacy Office representative, an Information Technology Systems and Services representative, and Robertson Library representatives.

# Indigenous Data Sovereignty

UPEI is committed to advancing reconciliation through higher education. The new Faculty of Indigenous Knowledge, Education, Research, and Applied Studies (IKERAS) brings Indigenous knowledge and ways of doing to the forefront of the University, positioning UPEI as the role model for all universities to achieve decolonization and benefit from Indigenous knowledge. UPEI recognizes "that data related to research by and with the First

Nations, Métis, or Inuit whose traditional and ancestral territories are in Canada must be managed in accordance with data management principles developed and approved by these communities, and on the basis of free, prior and informed consent"[1]. In addition, UPEI researchers engaged in research with Indigenous peoples need to review, understand, and comply with the information in "Chapter 9: Research Involving the First Nations, Inuit, and Métis Peoples of Canada" in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2022)[2].

## Indigenous Data and Data Management Plans (DMP)

UPEI researchers are expected to follow the guidance and good practices related to DMPs where "... research conducted by and with First Nations, Métis and Inuit communities, collectives and organizations" the *Tri-Agency Research Data Management Policy* states "DMPs must be co-developed with these communities, collectives and organizations, in accordance with RDM principles or DMP formats that they accept. DMPs in the context of research by and with First Nations, Métis and Inuit communities, collectives and organizations should recognize Indigenous data sovereignty and include options for renegotiation of the DMP."[3]

## Indigenous Data and Data Storage

The Tri-Agency Research Data Management Policy also addresses data storage and access with regards to Indigenous data. "For research conducted by and with First Nations, Métis and Inuit communities, collectives and organizations, these communities, collectives or organizations will guide and ultimately determine how the data are collected, used and preserved, and have the right to repatriate the data. This could result in exceptions to the data deposit requirement."[4]

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[1] Government of Canada. (2021). *Tri-Agency Research Data Management Policy*. https://science.gc.ca/site/science/en/interagency-research-funding/policies-and-guidelines/research-data-management/tri-agency-research-data-management-policy

[2] Panel on Research Ethics. (2022). "Chapter 9: Research Involving the First Nations, Inuit, and Métis Peoples of Canada", *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2022).* https://ethics.gc.ca/eng/tcps2-eptc2_2022_chapter9-chapitre9.html

[3] Government of Canada. (2021). *Tri-Agency Research Data Management Policy*. https://science.gc.ca/site/science/en/interagency-research-funding/policies-and-guidelines/research-data-management/tri-agency-research-data-management-policy

[4] Government of Canada. (2021). *Tri-Agency Research Data Management Policy*. https://science.gc.ca/site/science/en/interagency-research-funding/policies-and-guidelines/research-data-management/tri-agency-research-data-management-policy

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## Indigenous Data and Research Ethics

UPEI's Research Ethics Board is responsible for administering the approval process for using human participants in research at the University of Prince Edward Island. All research involving human participants conducted by faculty, staff or students affiliated with UPEI or involving UPEI faculty, staff or students as participants must be approved by the UPEI Research Ethics Board. The Research Ethics Board is responsible for ensuring that UPEI is compliant with external research ethics guidelines and requirements. All UPEI researchers are expected to adhere to Chapter 9: Research Involving the First Nations, Inuit, and Métis Peoples of Canada of the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2022)*. In addition, where Indigenous data collection is concerned, there are two Indigenous Research Ethics Boards on Prince Edward Island.

The L'nuey and Mi'kmaq Confederacy of PEI Research Ethics Board is an independent body that reviews all research proposals which involve the two Prince Edward Island First Nations, on and off-Reserve, to determine ethical implications and decide whether additional actions need to be taken to assure the safety and rights of participants, as well as eliminate redundant or unnecessary research studies[5]. Additional details are available through their website[6] where guidance and research ethics forms are available.

The Native Council of Prince Edward Island "protects the rights of non-status, urban Aboriginal islanders, ensuring their needs are respected and met". The NCPEI Research Advisory Committee (NRAC) has developed guidance for researchers and an application process that are available on their website[7].

UPEI is currently in the early stages of discussing how best to engage with Indigenous communities on Prince Edward Island.

# Scope of this Strategy

This strategy applies to all members of the University involved in research, in any capacity whatsoever. The goal is to support the UPEI research community with the required systems, services, and support to facilitate best practices in research data management.

[5] L'nuey and Mi'kmaq Confederacy Research Ethics Board. (2021). *Terms of Reference*. https://mcpei.ca/wp-content/uploads/2021/12/Lnuey-and-MCPEI-Research-Ethics-Board-TOR-29-Oct-2021.pdf
[6] (2023). *Resources*. https://mcpei.ca/resources/
[7] Native Council of Prince Edward Island. (2023). *Research Ethics*. https://ncpei.com/research/

# Guiding Principles

1. UPEI recognizes the importance of research data and that standards for RDM among the disciplines can differ.
2. UPEI supports the *Tri-Agency Statement of Principles on Digital Data Management*[8] and the FAIR (Findable, Accessible, Interoperable, and Reusable) principles to ensure we apply best practices throughout the data management lifecycle from planning to publication to preservation. UPEI commits to supporting research at UPEI through robust training, tools, and services.
3. UPEI recognizes the importance of Indigenous data sovereignty, OCAP (Ownership, Control, Access, and Possession) principles and CARE principles for Indigenous data governance[9].
4. Data management planning may be new to some UPEI researchers and we are committed to collaborating with UPEI researchers to ensure they understand their responsibilities and the campus supports available to them to follow these practices.

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[8] Government of Canada. (2021). Tri-Agency Statement of Principles on Digital Data Management. https://science.gc.ca/site/science/en/interagency-research-funding/policies-and-guidelines/research-data-management/tri-agency-statement-principles-digital-data-management

[9] CARE stands for the following: Collective Benefit, Authority to Control, Responsibility, and Ethics.

# The Strategy

## Goal 1: Build RDM awareness and competencies

| OBJECTIVES | MILESTONES/METRICS | STRATEGIES |
|---|---|---|
| Raise RDM awareness. | • By the end of September 2023, UPEI research community informed about Tri-Agency requirements related to research data management plans and data deposit.<br>• Publicize RDM services available at UPEI.<br>• RDM Champions stories/testimonials shared.<br>• RDM@UPEI session provided for UPEI researchers.<br>• UPEI has communicated with other research-affiliated organizations on PEI to ensure awareness of UPEI's research policies and procedures. | 1. Utilize UPEI's researcher listserv to message researchers regarding RDM requirements and associated supports.<br>2. Identify RDM Champions (e.g. those who have deposited data) and share their RDM stories.<br>3. Host a gathering for researchers to share updates regarding the strategy.<br>4. Feature an RDM session as part of Research on Tap.<br>5. Collaborate with other research-affiliated organizations on PEI (eg. Health PEI, NCPEI, L'nuey, etc.) to share our processes and practices. |
| Develop RDM competencies. | • Curated list of relevant RDM training resources available on | 1. Review existing RDM training resources that are openly |

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| | data.upei.ca.<br>● Reuse/adapt partner-developed RDM learning resources.<br>● RDM webinars and learning opportunities shared with UPEI researchers.<br>● Provide an in-person/hybrid workshop two times a year that focuses on RDM best practices.<br>● Provide a workshop on managing sensitive data. | licensed for reuse.<br>2. Collaborate with the Digital Research Alliance of Canada, CAAL and other RDM-affiliated partners to offer virtual / in-person RDM-related training.<br>3. Work with the UPEI's Teaching and Learning Centre and subject matter experts to develop self-directed RDM learning opportunities (micro-creds) for students and faculty.<br>4. Coordinate with ACENET consultant to deliver RDM best practices workshops.<br>5. Connect with SIDR staff to draw on their expertise with sensitive data. |
| Promote local and external RDM services. | ● UPEI's data.upei.ca site is relaunched and promoted for data deposit and DMP creation.<br>● A guide to RDM services @UPEI available on data.upei.ca.<br>● Researchers are aware of SIDR's services and capabilities.<br>● Webinars provided for DMP Assistant and FRDR. | 1. Feature data.upei.ca on UPEI researcher listserv and in campus notices.<br>2. Provide researchers with an overview of UPEI services.<br>3. Provide methods for SIDR staff to connect with the UPEI researcher community.<br>4. Connect with the Digital Research Alliance of Canada to host a webinar for UPEI-related |

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| | | to the RDM services they offer. |
| Recognize best practices in research data management. | • Update the University Research Award to include criteria that recognize excellence in RDM by the end of 2023.<br>• Host a celebration of research data created at UPEI.<br>• In 2024, an award will be presented to a UPEI researcher. | 1. Work with VPAR/AVP Research to update the criteria of the award.<br>2. Solicit nominations and applications. |

## Goal 2: Ensure institutional policies and supports align with RDM

| OBJECTIVES | MILESTONES/METRICS | STRATEGIES |
|---|---|---|
| Review existing policies for alignment with RDM best practices. | • By end of April 2024, policy gaps have been identified. | 1. Review existing institutional policies and practices that impact RDM. |
| Incorporate EDI into RDM. | • Researchers have completed training in fairness and equity in research participation.<br>• Growing recognition by researchers that equity, diversity, and inclusion should be integrated into data collection, analysis, and dissemination of | 1. Seek ongoing feedback from researchers to improve the integration of RDM into their research workflows.<br>2. Provide researchers with learning opportunities and guidance when engaging with marginalized communities. |

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| | results.<br>● RDM Advisory Committee includes diverse representation.<br>● EDI Champion identified for the RDM Advisory Committee.<br>● Clear pathways for undergraduate and graduate students to engage in RDM are made transparent . | 3. Provide researchers with training and resources to improve integration of EDI into data collection, analysis, and dissemination. |
| Develop respectful relationships with Indigenous communities. | ● Identify and review institutions with established policies and practices that have established Indigenous research programs.<br>● Develop institutional policies, agreements, and guidelines in collaboration with Indigenous communities.<br>● Meet and engage with Indigenous communities to ensure our practices are aligned with their practices and expectations.<br>● Provide training on Indigenous data sovereignty. | 1. Host a sharing event that features speakers from Cape Breton University, Memorial University, and Dalhousie University along with their Indigenous partners about their approach to research with community and the management of data.<br>2. Ensure all researchers have reviewed Chapter 4 – Fairness and Equity in Research Participation of the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2022).*<br>3. Work with stakeholders to develop a list of resources and protocols relevant to UPEI |

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| | | researchers and community.<br>4. Host a community-centered learning opportunity for researchers wanting to collaborate with community.<br>5. Ensure researchers engaged in research with Indigenous communities have the opportunity to learn about the First Nations Principles of OCAP. |
| Identify and report on existing RDM infrastructure and services. | • By December 2023, an "RDM Service Catalogue" is created for researchers to connect them with the people, services, and tools to facilitate RDM and is available on data.upei.ca.<br>• Report generated highlighting campus RDM activity and identifying gaps by end of April 2024.<br>• A curated list of available "research software" is available on data.upei.ca by end of December 2023.<br>• References to material on data.upei.ca are added to the ITSS intranet site where appropriate. | 1. Library, ITSS, SIDR, Research Services to collaborate on developing a shared services catalogue (e.g. RDM training, DMP creation, data deposit, DOI minting, data preservation, access to datasets, local, cloud and sensitive data storage, etc.)<br>2. Annually a report is provided to the AVP-Research with service metrics, staffing, and resource allocations.<br>3. Obtain from ITSS a list of research-related software (e.g. SPSS, R, Minitab, Lime Survey, etc.) that is licensed or otherwise available to researchers. |

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| Integrate the inclusion of a DMP in all grant applications where applicable. | • DMPs are included as part of the grant application process by the end of April 2024.<br>• A list of DMP exemplars are provided on data.upei.ca by end of December 2023. | 1. Research Services will consult with staff and stakeholders to review existing procedures and how best to integrate DMPs with grant applications.<br>2. Curate a list of DMP exemplars on data.upei.ca from sources such as DMP Assistant, Digital Research Alliance of Canada, etc. |
| Integrate the inclusion of a DMP as part of the REB process. | • DMPs are included as part of the REB submission process by end of April 2024.<br>• A list of DMP exemplars are provided via data.upei.ca by end of December 2023. | 1. The Research Compliance Coordinator will consult with REB members and research stakeholders to develop an approach for integrating DMPs into the REB process.<br>2. Provide references to DMP Assistant exemplars and those developed by the Digital Research Alliance of Canada and others as appropriate. |
| Research projects include a member that is responsible for RDM. | • PI's with substantial research grants have identified a team member to act as the lead on RDM for the project. | 1. Consult with previous PI's to understand their RDM practices with their research group to help inform policy development. |

## Goal 3: Develop a sustainable institutional RDM framework

| OBJECTIVES | MILESTONES/METRICS | STRATEGIES |
|---|---|---|
| Establish an RDM Advisory Committee. | • By the end of December 2023, an RDM Advisory Committee is established with Terms of Reference and Membership. | 1. VPAR/AVP Research to draft ToR and membership. |
| Monitor ongoing developments in RDM. | • RDM-associated support units report updates to the RDM Advisory Committee.<br>• A list of RDM-related activities, both past and upcoming, is available on data.upei.ca. | 1. Units involved in supporting RDM receive and share communications from consortia, associations, listservs, or other groups related to RDM. |
| Review staffing supports for RDM. | • Units report on staffing resources allocated to RDM support to inform staffing recommendations.<br>• Fund an internship/co-op placement annually in support of RDM services.<br>• Submit Budget requests as required. | 1. Units supporting RDM (Library, Research Services, ITSS, SIDR) evaluate whether the current staffing complement is able to support RDM requirements effectively.<br>2. Develop an internship and recruit candidates from MLIS and similar programs in Canada.<br>3. Review the ACENET consultant's role in supporting RDM at UPEI. |

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| Review infrastructure supports for RDM. | • Annual reporting on RDM platform, storage usage/capacity, and security by units supporting RDM infrastructure and posted to data.upei.ca.<br>• Submit Budget requests as required. | 1. Units supporting RDM infrastructure evaluate whether the current infrastructure meets the RDM institutional and funding requirements effectively.<br>2. Evaluate potential regional and national collaborations to expand available infrastructure |
| Review RDM support services and training for RDM. | • Survey researcher community to ensure we are providing the necessary RDM training and services.<br>• Update curated list of training material annually on data.upei.ca. | 1. Establish a feedback mechanism/survey related to RDM training/learning materials and services.<br>2. Leverage relevant training materials developed by others. |

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# Implementation, Oversight and Review

The Institutional Research Data Management Strategy Working Group (IRDMSWG) will provide a draft implementation plan to the Vice President Academic and Research that can be used to distribute tasks derived through this process. Likewise, the newly envisioned RDM Advisory Committee will provide a centralized hub for governance, campus feedback and recommendations for the ongoing stewardship of the strategy. The Working Group anticipates that members would be derived from Research Services, ITSS, Library, SIDR, and faculty, along with undergraduate and graduate student representation. Embedded within the strategy is a monitoring of the RDM environment and ongoing internal reviews and reporting related to policy, staffing, infrastructure, and training.

# Strategy Development Process

The Vice-President Academic and Research formed the IRDMSWG comprised of stakeholders from across the University including the Associate Vice-President, Research and Dean of Graduate Studies, Faculty Members, Research Services, Research Ethics Board, Access to Information and Privacy Office, Information Technology Systems and Services, and Robertson Library. Members included:

- Margaret Augustine (Faculty Member - IKERAS)
- Dr. Joshua MacFadyen (Faculty Member - ACLC and CRC)
- Kim Mears (Librarian)
- Donald Moses (University Librarian)
- Stephanie Palmer (Research Compliance Coordinator)
- Mary-Ann Standing (Research Manager and Director, SIDR, Centre for Health and Community Research)
- Maria Steele (Manager, Research Services)
- Dr. Marva Sweeney-Nixon (AVP Research; Dean of Graduate Studies)
- Blair Vessey (Associate Chief Information Officer, ITSS)
- Patti Wheatley (Chief Access to Information & Privacy Officer; EDI Officer)

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As part of its process, the IRDMSWG utilized the RDM Maturity Assessment Model in Canada[10] to generate discussions, to assess UPEI's current state of RDM support, identify gaps and utilize that information to inform this draft institutional research data management strategy. This draft plan has been shared with the Research Advisory Committee for feedback and will go to Senate for information. Communications about research data management requirements and supports will be shared through a variety of communication channels to ensure researchers are informed and supported.

**Document Versioning**

- Version 1.0 - Draft - August 2023
    - Initial draft strategy shared with IRDMSWG.
- Version 1.1 - Draft - September 2023
    - Draft that incorporates feedback from IRDMSWG.

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[10] Fry, Jane, Dearborn, Dylanne, Farrell, Alison, Khair, Shahira, & Ripp, Chantal. (2021). RDM Maturity Assessment Model in Canada (MAMIC) (1.0). Zenodo. https://doi.org/10.5281/zenodo.5745493

# Appendix A: Definitions

These definitions are derived from the *Tri-Agency Research Data Management Policy - Frequently Asked Questions*[11] and other sources and can provide additional context for readers.

**Data**

Data are facts, measurements, recordings, records, or observations collected by researchers and others, with a minimum of contextual interpretation. Data may be in any format or medium taking the form of text, numbers, symbols, images, films, video, sound recordings, pictorial reproductions, drawings, designs or other graphical representations, procedural manuals, forms, diagrams, workflows, equipment descriptions, data files, data processing algorithms, software, programming languages, code, or statistical records.

**Research Data**

Research data are data used as primary sources to support technical or scientific enquiry, research, scholarship, or creative practice. They are also used as evidence in the research process and/or are commonly accepted in the research community as necessary to validate research findings and results. Research data may be experimental data, observational data, operational data, third-party data, public sector data, monitoring data, processed data, or repurposed data. What is considered relevant research data is often highly contextual, and determining what counts should be guided by disciplinary norms.

**Research Data Management**

Research data management (RDM) refers to the processes applied through the lifecycle of a research project to guide the collection, documentation, storage, sharing and preservation of research data.

**Data Management Plan**

A data management plan (DMP) is a living document, typically associated with an individual research project or program that consists of the practices, processes and strategies that pertain to a set of specified topics related to data management and curation. DMPs should be modified throughout the course of a research project to reflect changes in project design, methods, or other considerations.

[11] Canada. (2023). *Tri-Agency Research Data Management Policy - Frequently Asked Questions*. https://science.gc.ca/site/science/en/interagency-research-funding/policies-and-guidelines/research-data-management/tri-agency-research-data-management-policy-frequently-asked-questions

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**Data Deposit**

"Data deposit" refers to when the research data collected as part of a research project are transferred to a research data repository. The repository should have easily accessible policies describing deposit and user licenses, access control, preservation procedures, storage and backup practices, and sustainability and succession plans. The deposit of research data into appropriate repositories supports ongoing data-retention and, where appropriate, access to the data.

Ideally, data deposits will include accompanying documentation, source code, software, metadata, and any supplementary materials that provide additional information about the data, including the context in which it was collected and used to inform the research project. This additional information facilitates curation, discoverability, accessibility and reuse of the data.

**OCAP**

The First Nations principles of OCAP® are a set of standards establishing how First Nations data should be collected, protected, used and shared. Standing for Ownership, Control, Access, and Possession, OCAP® asserts that First Nations have control over data collection processes in their communities, and that they own and control how this information can be used. It also reflects a First Nations commitment to use information in a way that brings benefit to the community while minimizing possible harm.[12]

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[12] The First Nations Information Governance Centre. (2019). *The First Nations principles of OCAP®*. https://fnigc.ca/wp-content/uploads/2021/08/OCAP-Brochure-2019.pdf

# Appendix B: Internal and External Policies and Documents Related to RDM

The IRDMSWG identified existing policies and procedures, along with potential policy gaps. Policy gaps included a Data Classification Policy, an Information Security Policy, and an Indigenous Data Sovereignty Policy.

## Internal Policies, Procedures, Documents

- UPEI Strategic Plan 2018-2023
- Strategic Research Plan (2023 – 2028): Roadmap to Research Excellence
- Responsible Conduct of Research, Scholarly and Creative Work (Assoc. Vice President Research and Dean of Graduate Studies, January 10, 2019)
- Procedures for Stewardship of Research Records and Materials at the University of Prince Edward Island (Assoc. Vice President Research and Dean of Graduate Studies, Review required - November 1, 2013)
- Open Access & Dissemination of Research Output (RAC, Review Date: 10 March 2026)
- Research Ethics Board Policy (UPEI REB, Review Date: 5 April 2027)
- Research Ethics Board Standard Operating Procedures (UPEI REB, Effective Date: 5 April 2022)
- UPEI Equity, Diversity, and Inclusion Strategy (Effective Date: February 2021)
- Access to Information and Protection of Personal Information and Privacy (Vice-President, Administration & Finance, Review Date: October 6, 2021)
- Conflict of Interest (Vice-President, Administration and Finance, Review Date: April 4, 2022)
- Contract Research Policy (Assoc. Vice President Research and Dean of Graduate Studies and Vice-President, Administration and Finance, Review Date: January 28, 2013)

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- IT Systems and Services
    - Acceptable Use Policy
- data.upei.ca
    - Terms of Deposit
    - Terms & Conditions
- SIDR
    - Secure Island Data Repository (SIDR) Facility Security Procedure (SIDR Director & UPEI Chief Information Officer (ITSS), Effective Date: July 1, 2021)

## External Policies and Documents

- PEI
    - Native Council of PEI Research Ethics
    - L'nuey and Mi'kmaq Confederacy Research Ethics Board Terms of Reference
    - Health PEI Research Ethics Board
    - Government of PEI Open Data
- National
    - Government of Canada Open Science and Data Platform
    - Bill C-15: An Act respecting the United Nations Declaration on the Rights of Indigenous Peoples (2020)
    - Guidance on Depositing Existing Data in Public Repositories
    - National Inuit Strategy on Research
    - National Security Guidelines for Research Partnerships
    - Tri-Agency Open Access Policy on Publications
    - Tri-Agency Framework: Responsible Conduct of Research (2021)
    - Tri-Agency Research Data Management Policy
    - Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans – TCPS 2 (2022)
        - See also TCPS 2 (2022) – Chapter 9: Research Involving the First Nations, Inuit, and Métis Peoples of Canada and TCPS 2 (2022) – Chapter 4: Fairness and Equity in Research Participation.
    - CIHR Health Research and Health-Related Data Framework and Action Plan
    - SSHRC Research Data Archiving Policy
    - First Nations Principles of Ownership, Control, Access and Possession (OCAP)

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- International
    - United Nations Declaration On The Rights Of Indigenous Peoples
    - CARE Principles for Indigenous Data Governance (Collective benefit, Authority to control, Responsibility, and Ethics)
    - FAIR (Findability, Accessibility, Interoperability, and Reuse) Principles

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# APPENDIX 5

## Student Code of Conduct

## 1. Purpose

1.1 The University is a community of students, faculty, and staff involved in learning, teaching, research, and other activities. All members of this community are expected to conduct themselves in a manner that contributes positively to an environment in which safety, respect, civility, diversity, opportunity, and inclusiveness are valued, so as to assure the success of both the individual and the community.

1.2 The purpose of this Code is to define the standard of conduct expected of students, provide examples of conduct that may be subject to disciplinary action by the University, provide examples of disciplinary measures that may be imposed, and set out the process and procedures that the University will follow when an allegation of non-academic misconduct is made. Students are expected to be aware of, and to conduct themselves in accordance with the Code.

1.3 Students are free to organize their lives, behaviour, and associations, subject to the law, University rules, and the University's authority to provide for the safe and orderly functioning of the University; to ensure well ordering and advancement of the academic welfare of the University; and to protect the proper enjoyment, maintenance, and use of all University property.

1.4 The Code shall not be construed to prohibit peaceful assemblies, demonstrations, lawful picketing, or to unreasonably restrict freedom of speech or expression.

1.5 Safety on campus shall be a primary guiding principle.

## 2. Scope

2.1 The Code applies to the non-academic conduct of students.

2.2 The Code does not apply to incidents of sexual violence, to which the University's Sexual Violence Policy applies.

2.3 The Code does not apply to the academic conduct of students, which is governed by Academic Regulations 12 and 20.

## 3. Definitions

3.1 In this Policy, the following words have the corresponding meanings:

(a) **Campus** means the University campus located at 550 University Avenue, Charlottetown, Prince Edward Island, and any other property and buildings owned or controlled by the University.

(b) **Complainant** means a person making a complaint under this Code;

(c) **Complaint** means a complaint made under this Code;

(d) **Code** means this Student Code of Conduct.

(e) **Director** means the University's Director, Student Affairs.

(f) **Expulsion** means the permanent termination of all of a Student's rights and privileges as a student at the University, with no possibility for readmission.

(g) **Hazing** means an act that endangers the mental or physical health or safety of a University Community member for the purposes of initiation or admission into, affiliation with, or as a condition for continued membership in any group or organization.

(h) **Instructor** means a person assigned to teach a course or their delegate.

(i) **Letter of reprimand** means a written warning to a Student that their behaviour has violated this Code and that a more severe penalty will be imposed if further violations of the Code occur in the future. A copy of the letter of reprimand shall be placed in the Student's official file in the Registrar's office.

(j) **Probation** means a penalty whereby a Student is warned that any allegation of a further violation of this Code, during a specified period of time, shall immediately be referred back to the Student Conduct Investigator for investigation.

(k) **President** means the President and Vice-Chancellor of the University;

(l) **Removal or suspension of privileges** means the removal of all or specified University privileges such as access to the library, use of on-campus computer accounts, or UPEI network access, either permanently or for a specified period of time.

(m) **Respondent** means a person against whom a complaint has been made pursuant to this Code;

(n) **Restitution** means a payment to cover the costs of repairing or replacing damaged property or misused supplies in respect of which a violation of the Code was committed.

(o) **Sexual violence** means sexual violence as defined in the University's Sexual Violence Policy;

(p) **Student** means a person who is registered (paid their fees or has arranged to pay the fees) at the University, or a person who is eligible to register at the University, has not graduated, and can resume studies at the University without having to initiate a formal re-application, including, but not limited to, undergraduate, graduate and professional students.

(q) **Suspension** means temporary termination of all of a student's rights and privileges as a student at the University, for either a fixed or indeterminate period of time. While under suspension, a student may not be on campus, register, attend courses, write examinations, participate in a co-op employment program, or graduate. Courses taken elsewhere during a period of suspension shall not be eligible for credit toward a University degree. In the case of graduate students, any research or writing completed during a suspension may not be submitted in fulfillment of program requirements after the suspension is concluded.

(r) **University** means the University of Prince Edward Island.

(s) **University activity** means any activity conducted at or in relation to the University, including but not limited to:

(i) academic activities, such as lectures, courses and laboratories;

(ii) non-academic activities, such as:

(A) administrative activities and functions;

(B) social events;

(C) athletic activities;

(D) any activity sponsored, supported or organized by the University or with University resources, or with which the University is associated; and

(E) any activity that occurs on campus.

(t) **University community** includes faculty members, librarians, employees, and students of the University, both full and part time; members of the University's Board of Governors, any other person who teaches, conducts research, or works or volunteers at or under the auspices of the University.

(u) **University personnel** includes all individuals employed by the University.

(v) **Vice-President, Academic & Research** means the University's Vice-President, Academic & Research or their designate.

## 4. Application

4.1 This Code applies to conduct that occurs on campus, off campus or electronically.

## 5. Responsibility

5.1 The University's Senate is responsible for establishment and amendment of the Code.

5.2 The Vice-President, Academic & Research is responsible for initiating a review of the Code at least once every five years.

## 6. Administration

6.1 The Director shall administer the student discipline process.

## 7. Student Misconduct

7.1 Any conduct on the part of a student that has, or might reasonably be seen to have, an adverse effect on a member of the University community, the integrity or the proper functioning of the University, or the health, safety, rights, or property of the University or a member of the University community, is subject to discipline under the Code.

7.2 This section sets out specific examples of misconduct. It is intended to help students understand the type of conduct that will be subject to discipline. It is not an exhaustive list and students should be aware that their conduct may still be considered misconduct under the Code even if it does not specifically appear in the Code.

7.3 Subject to section 7.4, misconduct for which students may be subject to discipline includes but is not limited to:

(a) conduct that endangers or threatens the health, safety or well-being of another person;

(b) physically or verbally aggressive behavior, assault, harassment, intimidation, threats or coercion;

(c) unwelcome or persistent conduct that the student knows, or ought to reasonably know, would cause another person to feel demeaned, intimidated, or harassed.

(d) conduct that could constitute discrimination or harassment under the PEI *Human Rights Act*;

(e) making, attempting to make, transmitting, or attempting to transmit or disseminate audio, video, or images of any person, without that person's express consent, where the person has a reasonable expectation of privacy;

(f) conduct that involves an invasion of privacy through electronic or other means;

(g) participating in or directing hazing;

(h) conduct that adversely affects the ability of others to participate in any University activity;

(i) The use of language or gestures at any University activity, that the student knows, or ought to reasonably know, would be abusive or offensive.

(j) Intentional obstruction or disruption of any University activity,

(k) unauthorized possession or use of property belonging to the University or anyone else;

(l) misappropriation, destruction, defacement of, or damage to property belonging to the University or anyone else;

(m) obtaining any University equipment, material or service by fraudulent means;

(n) providing false information or identification to University personnel, or in relation to any University activity;

(o) unauthorized entry or access to any part of campus, or willingly allowing others to do so;

(p) failure or refusal to exit any part of campus when so instructed by University personnel;

(q) forgery, misuse or alteration of any University document or record;

(r) unauthorized use of the University's name, crest, or logo;

(s) the manufacture, purchase, sale, possession, use, or consumption of any illegal drug, or drug paraphernalia;

(t) the manufacture, purchase, sale, possession, use, or consumption of any controlled or regulated substance, including but not limited to alcohol, tobacco and cannabis, except as permitted by law and University policy;

(u) storing, possessing, or using real or replica firearms or other weapons, explosives (including fireworks), ammunition, or toxic, noxious, or dangerous materials on campus;

(v) failure or refusal to follow reasonable directions of University personnel, including a Faculty member or instructor;

(w) providing false or misleading information to University personnel, or causing others to do so;

(x) unauthorized solicitation or canvassing for commercial purposes;

(y) failure to comply with any University policy or rule;

(z) failure to comply with any sanction imposed under this Code;

(aa) violation of any federal, provincial or municipal law; and

(bb) interference with any investigation or proceeding under this Code or any other University policy:

7.4 Incidents of sexual violence are subject to the University's Sexual Violence Policy, and not this Code. In the event of an inconsistency between this Code and the Sexual Violence Policy, the latter prevails.

7.5 Principles of academic freedom are not an acceptable justification for conduct that violates the Code.

## 8. Complaints of Student Misconduct

8.1 Any University community member may make a complaint to the Director alleging that a student has engaged in misconduct related to a university activity. Any such complaint must be in writing, shall set out the facts of the alleged misconduct and shall be made within fourteen days of the complainant having become aware of the misconduct. The Director may extend the time for making a complaint if they deem it appropriate in the circumstances.

8.2 The Director may establish and, from time to time amend, a student misconduct complaint form.

8.3 The Director may initiate a complaint of their own initiative if they become aware of allegations that a student has engaged in misconduct.

8.4 The Director shall appoint and assign an investigator to investigate the complaint.

8.5 If an investigator determines that the alleged misconduct is of such a minor nature that it does not require corrective action, or that the complaint does not disclose facts or allegations that would give rise to disciplinary action, the investigator may discontinue further action on the complaint.

8.6 The investigator may attempt an informal resolution of the complaint. If the student agrees to a proposed resolution, the investigator shall prepare a written agreement outlining the resolution, which shall be signed by the student. If the matter is resolved informally and the resolution is complied with, the disposition shall be final and there shall be no subsequent proceedings in respect of the allegations.

8.7 If informal resolution is not an appropriate option, is unsuccessful, or if the resolution is not complied with, the investigator shall investigate the complaint.

8.8 In conducting an investigation, the investigator shall ascertain the facts surrounding the allegations, interview witnesses, and shall afford the student a reasonable opportunity to be heard regarding any relevant evidence about the allegations. The investigator shall conduct the investigation in a manner consistent with the principles of procedural fairness.

8.9 The investigator shall, within twenty-one days of commencement of the investigation, issue a written decision in respect of the complaint: This time period may be extended by the Director of Student Affairs.

8.10 In the decision, the investigator may:

(a) dismiss the complaint; or

(b) apply one or more sanctions.

**9. Sanctions**

9.1 An investigator may apply one or more of the following sanctions:

(a) a verbal warning;

(b) a letter of reprimand;

(c) a removal or suspension of privileges for a specified period of time;

(d) place the student on probation for a specified period of time;

(e) an order for the student to provide restitution;

(f) an order restricting or prohibiting the student's right to access or use any part or all of the University's campus, equipment, facilities, services, activities, programs,

meetings, or events, or those held by, on, or in association with the University, either permanently or for any specified period of time;

(g) an order for discretionary sanctions against the student, including but not limited to, work assignments, service to the University, education sessions, counselling sessions, a letter of apology or any other discretionary sanction that the investigator deems just and appropriate;

(h) impose conditions on the student's continued enrolment or attendance at the University;

(i) suspension or eviction from residence, either permanently or for a specified period of time, or for an indeterminate period of time subject to fulfillment of specified conditions;

(j) recommend to the President suspension from the University for a specified period of time or for an indeterminate period of time subject to fulfillment of specified conditions; or

(k) recommend to the President expulsion from the University.

**10. Decisions of the President**

10.1 In respect of a recommendation of suspension or expulsion, the President shall, within fourteen days of the date of the recommendation, render a decision in respect of the sanction to be imposed.

**11. Appeals**

11.1 A student may appeal a disciplinary decision to the Senate Academic and Student Discipline Appeals Committee by making an appeal in writing to the Director within fourteen days of the date of the decision.

11.2 An appeal must explicitly state the grounds of appeal and include all necessary information and documentation upon which the appeal is based.

11.3 The Senate Academic and Student Discipline Appeals Committee shall determine its own procedure and may establish rules in respect of the conduct of appeals. The Senate Academic and Student Discipline Appeals Committee shall conduct appeals in accordance with the rules of procedural fairness.

11.4 All decisions of the Senate Academic and Student Discipline Appeals Committee all be final and binding, subject to appeal to the Appeals Committee of the Board of Governors pursuant to the *University Act*.

11.5 An appeal to the Appeals Committee of the Board of Governors shall:

(a) be made in writing within fourteen days of the date of the University Appeals Committee's decision.

(b) explicitly state the grounds of appeal and include all necessary information and documentation upon which the appeal is based; and

(c) be conducted in accordance with rules and procedures determined by the Board.

## 12. Interim Suspension and Sanctions

12.1 Notwithstanding anything in this Code, if the President determines that a student poses an immediate risk to safety and security, or if immediate action is otherwise reasonably required in the circumstances, the President may immediately:

(a) suspend the student for any fixed or indeterminate period of time; and

(b) impose any other sanctions described in this Code.

12.2 If the President issues an interim suspension or other sanction, the Director shall immediately initiate a complaint of student misconduct and assign an investigator to investigate the complaint in accordance with this Code, unless the student advises in writing that he or she does not wish to contest the suspension or sanction.

12.3 In circumstances where the President issues an interim suspension or other sanction, investigation and appeal processes shall be completed with all due haste.

## 13. Record of Suspension or Expulsion

13.1 A suspension or expulsion imposed on a student shall be recorded on the student's record and official transcript.

## 14. Review

14.1 This Code shall be reviewed at least once every five years.

## 15. Related Policies

15.1 Sexual Violence Policy

# APPENDIX 6

## Responsible Conduct of Research Scholarly and Creative Work Policy

## 1. Principle

1.1 The University of Prince Edward Island is committed to excellence in scholarly activities and as such is committed to ensuring that the highest standards of ethical conduct and scholarly integrity are understood and practiced.

## 2. Purpose

2.1 The purpose of this policy is to set forth the standards for Research Integrity for all those involved in any capacity in research, scholarly and creative work at the University.

## 3. Scope

3.1 This policy applies to all University Members (as defined in section 5.1.10) who pursue research, scholarly and/or creative work, regardless of the geographic location of the research.

3.2 Where required, the minimum requirements set out in the *Tri-Agency Framework: Responsible Conduct of Research* (the "Tri-Agency Framework"), as it is amended from time to time, must be met in the conduct of research at the University. The Tri-Agency Framework describes Agency policies and requirements related to applying for and managing Agency funds, performing research, and disseminating results, and the processes that Institutions and Agencies follow in the event of an allegation of a breach of an Agency policy. The Agencies require that all researchers applying for, or in receipt of, Agency funds comply with the Tri-Agency Policy.

## 4. Interpretation

4.1 Members of the University will follow the Tri-Agency Framework and, to the extent of any inconsistency, this policy will be interpreted in a manner consistent with the Tri-Agency Framework.

4.2. This Policy should be read in conjunction with the Tri-Agency Framework and University policies, as applicable. Allegations of research misconduct brought against Members of the University will be dealt with, in a timely manner, through the *Responsible Conduct of Research, Scholarly, and Creative Work* policy or the

*Regulations on Student Academic Misconduct*, as determined by the Vice-President Academic and Research.

## 5. Definitions

5.1 In this Policy:

5.1.1. **Agency** means any one of the three agencies below listed under the definition of "Agencies" applicable to the situation, as it may arise.

5.1.2. **Agencies** means Canada's three federal granting agencies: the Canadian Institutes of Health Research (CIHR); the Natural Sciences and Engineering Research Council of Canada (NSERC); and the Social Sciences and Humanities Research Council of Canada (SSHRC).

5.1.3. **Allegation** means a declaration, statement, or assertion communicated in writing to an institution or Agency to the effect that there has been, or continues to be, a breach of one or more Agency policies, the validity of which has not been established.

5.1.4. **Applicant (including co-applicant)** means an individual who has submitted an application, individually or as part of a group or team, for funding from the Agencies.

5.1.5. **Breach** means a failure to comply with this policy or the Tri-Agency Framework (as it is amended from time to time) throughout the life cycle of a research project – from application for funding, to the conduct of the research and the dissemination of research results. It includes all activities related to the research, including the management of Agency funds.

5.1.6. **Complainant** means an individual or representative from an organization who has notified the University or Agency of a potential Breach of policy.

5.1.7. **Conflict of Interest** may arise when activities or situations place an individual in a real, potential or perceived conflict between the duties or responsibilities related to research, and personal, institutional or other interests. These interests include, but are not limited to, business, commercial or financial interests pertaining to the individual, their family members, friends, or their former, current or prospective professional associates.

5.1.8. **Inquiry** means the process of reviewing an allegation to determine whether the allegation is responsible, the particular policy or policies

that may have been breached, and whether an investigation is warranted based on the information provided in the allegation.

5.1.9. **Investigation** means a systematic process, conducted by the University's Complaint Investigation Committee (CIC), of examining an allegation, collecting and examining the evidence related to the allegation, and making a decision as to whether a breach of a policy(ies) has occurred.

5.1.10. **Member(s) of the University** includes, but is not limited to faculty, administrators, professors emeriti, sessional instructors, librarians, staff, trainees, clinical faculty, graduate and undergraduate students, adjunct professors, visiting professors, visiting scholars, professional affiliates, associate members, residents, and postdoctoral fellows at the University.

5.1.11. **Research**: An undertaking intended to extend knowledge through a disciplined inquiry or systematic investigation.

5.1.12. **Research Integrity** means the coherent and consistent application of values and principles essential to encouraging and achieving excellence in the search for, and dissemination of, knowledge. The core values of Research Integrity include honesty, fairness, trust, accountability, openness and principles outlined in the Tri-Agency Framework. The academic community advances the quest for knowledge and understanding in accord with these values.

5.1.13. **Respondent** means an individual who is identified in an allegation as having possibly Breached Agency and/or this policy.

5.1.14. **University** means the University of Prince Edward Island.

## 6. Integrity in Research, Scholarly, and Creative Work

6.1 Scholarly activity varies among the disciplines. It includes the actual conduct of research as well as publication of original work, artistic or engineering design, and performance in the arts or in professional areas.

6.2 As a scholarly community, the University and Members of the University have a responsibility to maintain the highest standards of academic integrity and scholarship, specifically:

6.2.1 citing the contributions of others;

6.2.2 obtaining permission to use the unpublished work of others and duly acknowledging the work;

6.2.3 respecting the privileged access to information or ideas obtained from confidential manuscripts or applications;

6.2.4 ensuring that primary data resulting from scholarly activity are available for a reasonable period of time, except where such access could violate the anonymity of subjects or the confidentiality of data;

6.2.5 using all University and research resources responsibly, including support staff as well as funds, equipment, materials, and research subjects;

6.2.6 being rigorous in scholarly activity including experimental design and interpretation of research results.

6.3 The researcher is responsible for the safe storage of primary data resulting from scholarly activity. They will ensure that such material will be available (except where such access could violate the anonymity of subjects or the confidentiality of data) for a period of five years unless a funding council or agency specifies a longer time.

6.4 Before a researcher leaves the University, they must arrange access and safe storage of records with their immediate supervisor.

6.5 No Member of the University should exploit students. Specific examples of exploitation of students include, but are not limited to:

6.5.1 engaging students to perform services not related to their program of study, or using human subjects in cases where individuals might reasonably fear that refusal would be detrimental to their interests;

6.5.2 failing to give proper recognition to the ideas, work or assistance of individuals or to obtain, where appropriate, prior permission for the use of work done;

6.5.3 encouraging graduate students to prolong research beyond the point necessary for successful completion of a thesis, and solely to further the interests of the faculty member.

## 7. Responsibilities of the University

7.1 The University is responsible for establishing, applying and monitoring research conduct policies, and promoting and administering research, scholarly, and creative work at the University so that it is conducted in accordance with the highest standards of research integrity. The University is also responsible for:

7.1.1 Dealing expeditiously and fairly with any known instances or allegations of research misconduct.

7.1.2 Establishing a Standing Committee (the "Scholarly Integrity Committee" or "SIC"), elected by Senate, from which the Vice-President, Academic and Research, will draw when constituting a Complaint Investigation Committee ("CIC") or performing an initial inquiry. The SIC will consist of not less than seven faculty members and librarians elected by the Senate, but not necessarily from Senate. To ensure a diversity of view and backgrounds, no two members should be elected from the same Faculty. The chair will be elected from the committee membership, normally with a term of two years. The SIC shall meet at least once per year to discuss any issues arising from this policy, and to recommend revisions of this policy when necessary.

7.1.3 Encouraging activities that support research integrity among Members of the University.

7.2 Under this policy, the Vice-President, Academic and Research, is responsible for such duties as set out under section 9.2 of this Policy and such further obligations as may arise under the Tri-Agency Framework, as it is amended from time to time.

## 8. Responsibilities of Members of the University

8.1 Ensuring adherence to conduct that maintains generally accepted standards of scholarly integrity is the shared responsibility of all Members of the University.

8.2 All Members of the University are required to cooperate in any investigation process initiated under this Policy.

8.3 In creating an environment that respects research integrity, Members of the University shall act in accord with the following set of principles (which arise from the core values defined above):

8.3.1 Comply with regulatory requirements and legislation: Individuals must obtain all necessary approvals from the University, respective granting agencies and other relevant organizations, including, but not limited to, research involving humans or animals, biohazards, radioactive materials, fieldwork, and research having potential effects on the environment;

8.3.2 Conduct research in an honest search for knowledge: Take a fair, open, and reliable approach to all activities that support, fund, or otherwise encourage research;

8.3.3 Foster an environment of research integrity, accountability, and public trust: Individuals should take responsibility for creating, implementing, maintaining, and complying with policies and practices designed to ensure accountability and the maintenance of public trust;

8.3.4 Provide accurate and complete information in applications for research funding: Researchers should not misappropriate their identity and/or academic credentials. Research activities and accomplishments should be clearly and accurately represented in accordance with the norms of the discipline, and all co-applicants must be aware of and must agree to participate in funding applications;

8.3.5 Report conflicts of interest and address them in an ethical manner: Personal and institutional conflicts of interest, or the appearance of conflict of interest, should be avoided. When unavoidable, each instance should be identified, disclosed, carefully examined, and mitigated in accordance with the University's Conflict of Interest Policy;

8.3.6 Use research funds responsibly: Individuals should ensure the responsible allocation and management of research funds in accordance with sound academic and financial principles and in accordance with the policies of the University and appropriate funding agencies;

8.3.7 Review the work of others with integrity: Individuals should engage in peer review and the evaluation of the work of others in a manner that reflects the highest scholarly, professional, and scientific standards of fairness and confidentiality;

8.3.8 Deal with data in a scholarly manner: Researchers should propose, perform, record, analyze, interpret, report, publish, and archive research data and findings, in accordance with applicable funding agreements, regulations, laws, or standards.

8.3.9 Acknowledge all contributors and contributions in research: All persons who have made a substantial contribution to and take responsibility for some aspect of the research and scholarly work reported in a publication, presentation or patent, should be acknowledged fairly and accurately. Further, all contributors should be made aware of a publication, presentation, or patent bearing their names;

8.3.10 Reference other research in a responsible way: The published and unpublished works of others, including methodologies, research findings, figures/images should be accurately referenced, and if applicable, with permission obtained;

8.3.11 Engage in the responsible training of researchers: Research investigators, particularly new scholars, should have access to education, mentoring, and support to develop and maintain the skills and capacities required for conducting and managing research in accordance with relevant scholarly and ethical standards. An individual's level of responsibility should be commensurate with their competence and experience;

8.3.12 All Members of the University performing research at the University shall conscientiously supervise and train all research staff including postdoctoral fellows, graduate and undergraduate students, technical and other support staff for whom they have responsibility. This is especially important in the case of personnel who have just commenced their training.

## 9. Addressing Allegations of Policy Breach

9.1 Allegations

9.1.1 Allegations of scholarly misconduct are submitted to the Vice President, Academic and Research, unless they involve the President (9.1.5) or the Vice President, Academic and Research (9.1.6). They may be received from within or outside the University.

9.1.2 The allegation of scholarly misconduct must be formulated in writing and shall include evidence in sufficient detail to make clear the nature of the scholarly activity which is regarded as being the subject of misconduct, together with a brief description of the facts, names of the complainant(s) and respondent(s), events and circumstances which describe the allegations.

9.1.3 The investigative process will follow the principle to protect, to the extent possible, the individual making an allegation in good faith or providing information related to an allegation from reprisals in a manner consistent with relevant legislation.

9.1.4 An anonymous allegation may be considered only if accompanied by sufficient information to enable the assessment of the allegation and the credibility of the facts and evidence on which the allegation is based, without the need for further information from the complainant.

9.1.5 Allegations involving the President shall be forwarded to the Chair of the Board of Governors or their designate who shall then be responsible for ensuring that these procedures are followed.

9.1.6 Allegations involving the Vice-President, Academic and Research, shall be forwarded to the President or their designate who shall then be responsible for ensuring that these procedures are followed.

9.2 Responsibilities of the Vice-President, Academic and Research

9.2.1 The Vice-President, Academic and Research, shall be responsible for ensuring that the procedures in this document and in the Tri-Agency Framework are followed.

9.2.2 Upon receipt of an allegation of scholarly misconduct, the Vice-President, Academic and Research, shall initiate an inquiry by member(s) of the SIC to establish whether a reasonable basis exists to proceed to an investigation.

9.2.3 The Vice-President, Academic and Research, may independently or at an Agency's request in exceptional circumstances take immediate action to protect the administration of Agency funds if they conclude that the risk to the University is in some way untenable without action. Immediate actions could include freezing grant accounts, requiring a second authorized signature from an institutional representative on all expenses charged to the researcher's grant accounts, or other measures, as appropriate.

9.2.4 Where the allegation is related to conduct that occurred at another institution (whether as an employee, a student or in some other capacity), the Vice-President, Academic and Research will contact the other institution and determine with that institution's designated point of contact which institution is best placed to conduct the inquiry and investigation, if warranted. The institution that receives the allegation must communicate to the complainant which institution will be the point of contact for the allegation.

9.2.5 The Vice-President, Academic and Research, shall provide affected parties with relevant information about the process and outcome of the inquiry and investigation.

9.2.6 Where the Vice-President, Academic and Research, may be in a real, potential or perceived conflict of interest, a designate shall be assigned to fulfill the responsibilities of the Vice-President, Academic and Research.

9.3 Inquiry

9.3.1 The SIC will receive the allegation (9.2.2) and then one or more members of the SIC, who are qualified to assess whether the allegation is responsible, conducts an initial inquiry to assess whether there is sufficient merit for the allegation to be investigated, and reports back to the Vice-President, Academic and Research.

9.3.2 The initial inquiry process provides the complainant and respondent with an opportunity to be heard as part of the inquiry.

9.3.3 The inquiry shall normally be completed within fifteen (15) days and will recommend rejection of the allegation if it meets any of the following criteria:

(i) Allegation was not made in good faith;

(ii) Allegation is not responsible, as per the Tri-Agency Framework; and/or

(iii) Allegation is regarding a matter being dealt with under another University policy or procedure, or would be more appropriately directed to other bodies or offices to deal with aspects of the allegation that are beyond the scope of this policy.

9.3.4 The Vice-President, Academic and Research, will consider the information gathered during the inquiry and submitted in a report from the SIC, and any other factors that promote both fairness and the best interests of the University, before deciding to proceed to an investigation.

9.4 Investigation

9.4.1 If a reasonable basis exists to proceed to an investigation, then within fifteen (15) days of receipt of the report from the SIC that the allegation of scholarly misconduct is responsible, the Vice-President, Academic and Research, shall:

(i) Inform the complainant and the respondent of the procedures under this Policy;

(ii) Send a copy of the allegation to the respondent and to the Dean (or equivalent) of the Faculty or School of record of the respondent; and

(iii) Appoint a CIC to conduct an investigation.

9.4.2 The CIC will consist of three members reflecting a diversity of views and backgrounds and shall include members who have the necessary expertise and who do not have a conflict of interest, whether real or perceived. The CIC will consist of two (2) members from the SIC with the requisite knowledge to address the complaint and one (1) external member who has no current affiliation with the University.

9.4.3 The CIC Chair will be the SIC member selected.

9.4.4 The Vice-President, Academic and Research, shall immediately notify both the respondent and complainant of the composition of the CIC.

9.4.5 Any objection to the composition of the CIC on the part of the respondent or complainant shall be made to the Vice-President, Academic and Research, within six (6) days. The disposition regarding any such objection and decision by the Vice-President, Academic and Research, shall be final.

9.4.6 The CIC shall invite the respondent, accompanied by an advisor if the respondent so desires, to address the composition of the CIC prior to its seeking or obtaining any other information or submissions. Thereafter, the respondent may attend other meetings of the Committee only by invitation of the Chair until the Committee has received all the information or submissions it deems appropriate.

9.4.7 The respondent has the right to choose an advisor who may be a colleague, friend, legal counsel, or a person recommended by the appropriate union or association.

9.4.8 Prior to meeting to consider its decision, the CIC shall advise the respondent of the evidence being considered by the CIC, and shall invite the respondent, accompanied by an advisor if the respondent so desires, to meet with it and to respond fully to that evidence.

9.4.9 Prior to receiving evidence from any person not already identified in the complaint or identified to the respondent during the assessment, the CIC shall advise that person that it is necessary in the interest of justice to reveal that person's identity to the respondent.

9.4.10 Once the CIC determines that it has collected all the relevant evidence for consideration, the draft summary of evidence will be provided to the respondent and the respondent shall be invited to respond fully to that evidence, declaring factual errors and omissions. The CIC shall invite the respondent (accompanied by an advisor if the respondent so chooses) to provide this response during an in-person meeting, but the respondent may alternatively elect to respond in writing.

9.4.11 Within thirty (30) days of being appointed, the CIC shall complete its investigation, and shall submit an Investigation Report to the Vice-President, Academic and Research. Under exceptional circumstances, the 30-day period may be exceeded, in which case the CIC shall immediately inform the Vice-President, Academic and Research as to the reason(s) for the delay.

9.4.12 The Investigation Report shall include:

(i) details of the allegation;

(ii) a summary of the investigation process, including individuals interviewed and evidence obtained;

(iii) written responses from the respondent (if any);

(iv) a determination of whether there has been a breach of this Policy;

(v) reason(s) for any delay in the procedures; and

(vi) the CIC’s reasoned decision regarding the investigation:

a) that the Respondent is not guilty of any misconduct and the matter is dismissed; or

b) that the allegation is substantiated in whole or in part.

9.4.13 The report must be supported by a CIC majority. If the CIC is unable to reach a majority decision, the CIC Chair may submit an advisory recommendation to the Vice-President, Academic and Research, of the next course of action to reach a decision. Options may include, but are not limited to, initiating a new investigation with an entirely new CIC or abandoning the investigation.

9.4.14 The Vice-President, Academic and Research, shall forward the Investigation Report to the Respondent, and the Dean (or equivalent) of the Faculty or School of record of the respondent.

9.4.15 A version of the Investigation Report may be partially redacted (in accordance with applicable privacy legislation and procedures) if required to protect confidentiality and identity of persons involved in the investigation.

9.4.16 The Vice-President, Academic and Research, shall, upon receiving the Investigation Report, make a recommendation to the President or designate as to whether formal disciplinary action is recommended in accordance with the applicable collective agreement and/or employment contract, where one exists, and taking into consideration contractual and other obligations to external organizations within five (5) days. If the Vice-President, Academic and Research, accepts the advice of the CIC to dismiss the allegation, the Vice-President, Academic and Research, shall so advise any person identified in the allegation, the respondent and the President. Otherwise the notification requirements of the applicable collective agreement and/or employment contract, where one exists, shall be followed.

9.4.17 Timeline extension under section 9.4 may be granted at the discretion of the Vice-President, Academic and Research, if deemed to support a fair and rigorous process and when those affected by the allegation(s) will not be unduly prejudiced.

9.4.18 For Allegations determined to be unfounded, every effort will be made by the University to protect or restore the reputation of those wrongly subjected to an unfounded allegation.

9.5 Appeal

9.5.1 If the Respondent disagrees with the disposition or the investigative process, the Respondent may appeal the decision of the Vice-President, Academic and Research by filing a written notice of appeal and statement of appeal to the President or Designate within thirty (30) days of the delivery of the decision.

9.5.2 The President or designate will review the Investigation Report and written statement of appeal, and determine whether or not the grounds for appeal are valid. The President or designate will rule on the appeal within fifteen (15) days of its submission.

9.5.3 Should the President or designate determine there are no valid grounds for the appeal, it shall be dismissed.

9.5.4 Should the President or designate determine there are valid grounds for the appeal, the President or designate shall inform the complainant(s) and respondent(s) that an Ad-Hoc Appeals Committee shall be constituted in the same fashion as the CIC, except that the members shall not have been members of the CIC.

9.5.5 The Ad-Hoc Appeals Committee shall conduct its task in the same manner as the CIC, except that the decision shall be made in writing to the President or designate.

9.5.6 The President or designate shall, upon receipt of the report of the Ad-Hoc Appeals Committee, decide whether or not the formal disciplinary action recommended by the Vice-President, Academic and Research, is to be overturned, upheld or otherwise modified. If the President or designate accepts the advice of the Ad-Hoc Appeals Committee to overturn or modify the sanctions, the President or designate shall so advise any person identified in the complaint, the respondent and the Vice-President, Academic and Research.

9.6 Notification of Funding Agencies and Research Collaborators

9.6.1 The Vice-President, Academic and Research, shall advise the relevant Tri-Council Agency if the allegation is substantiated, and is related to activities funded by a Tri-Council Agency that may involve significant financial, health and safety, or other risks. The notification will include the name of the respondent and the nature of the misconduct.

## 10. Confidentiality

10.1 All parties involved in a complaint Investigation with respect to Research Integrity shall fully protect the confidentiality of information regarding a potential violation of this Policy. The University's commitment to protecting personal information and privacy is outlined in its *Access to Information and Protection of Personal Information and Privacy* policy.

10.2 If the allegation is substantiated, the University reserves the right to use or disclose information in accordance with the Tri-Agency Framework, that may include disclosing the discipline, if any, imposed on Members of the University.

10.3 Until an allegation is substantiated, all proceedings take place in the strictest confidentiality.

## 11. Education

11.1 To promote a greater understanding of research ethics, integrity issues and the consequences of unethical behavior, the University will offer workshops, seminars, web-based materials, courses, and/or research ethics training for Members of the University through the Office of Research Services, along with orientation for those members who are new to the University.

## 12. Retention of Documentation

12.1 The process and its outcomes shall be fully documented, and those records must be retained as a confidential file in the Office of the Vice-President, Academic and Research, for a period of ten (10) years following the disposition of a complaint.

## 13. Responsibility

13.1 The Senate is responsible for establishment and amendment of this policy.

13.2 The Vice-President, Academic and Research, is responsible for the administration of this policy.

13.3 Approval and implementation of any changes in the policy and procedures are to be carried out in accordance with the provisions of applicable collective agreements.

13.4 This policy and will be reviewed every five (5) years. The review shall be initiated by the Vice-President, Academic and Research.

# APPENDIX 7

## EDI Strategy

UNIVERSITY of Prince Edward ISLAND

# UNIVERSITY OF PRINCE EDWARD ISLAND EQUITY, DIVERSITY, AND INCLUSION (EDI) STRATEGY

*February 2021*

**We acknowledge that the University of Prince Edward Island is located on the traditional, unceded territory of the Mi'kmaq People.**

## DEFINITIONS: EQUITY, DIVERSITY, AND INCLUSION

UPEI uses the following definitions of equity, diversity, and inclusion to promote a common understanding and meaning for the terms in respect to campus dialogue.

**Equity** *is a principle of fairness in treatment, access to opportunity, and advancement for all members of the University community. It requires acknowledging that treating people equally does not always produce fair outcomes, and there is a need to eliminate systemic barriers and biases that have played a role in impeding the full participation of underrepresented or disadvantaged groups.*

**Diversity** *means differences between people. This can relate to the groups protected by human rights legislation, and, also within the University community, can refer to differences in beliefs, disciplines, education, and values. Understanding diversity requires recognizing that people have multiple and intersecting identities.*

**Inclusion** *is the creation of an experience where everyone on campus can feel welcomed, respected, and valued. Inclusion requires recognizing that some groups have been historically and/or structurally disadvantaged and meaningfully engaging with those groups.*

## AT A GLANCE: UPEI EQUITY, DIVERSITY, AND INCLUSION (EDI) STRATEGY

UPEI's EDI Strategy is meant to help guide our University in identifying and removing barriers, encouraging participation, and working towards an inclusive campus culture. UPEI has identified five areas of focus to help build EDI across campus.

These five focus areas are

1. **Student Success**
2. **Success of Faculty, Researchers, and Staff**
3. **Organizational Systems**
4. **Capacity Building**
5. **Campus Culture**

## INTRODUCTION

This UPEI Equity, Diversity, and Inclusion Strategy is the culmination of several years of commitments and processes furthering the University's progress towards equity, diversity, and inclusion.

A key aspect of that work was the launch of the *UPEI Strategic Plan (2018–2023)*, which identifies building an **inclusive campus culture** as one of five institutional priorities. The plan also outlined **inclusion, equity, and reconciliation** as institutional values:

### UPEI VALUE STATEMENT

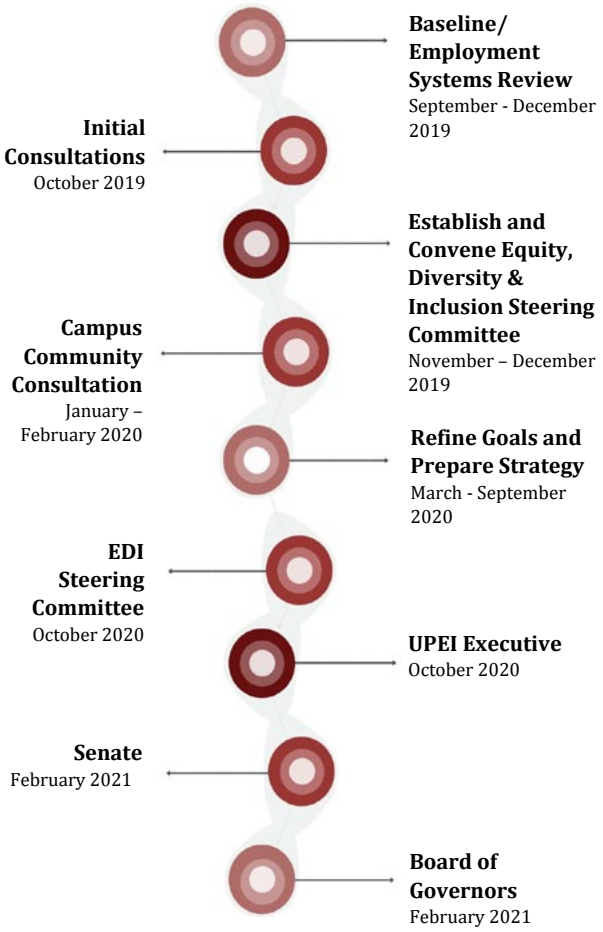
**As a learning community…**

*"We are dedicated to making UPEI an open, accessible, and welcoming community, and to the fair treatment of all persons. We are committed to continually re-examining and growing our understanding of the role UPEI must play in promoting a better understanding of cultures and identities and the needs of community members with disabilities in a manner that supports education and respectful relationships."* UPEI Strategic Plan (2018–2023)

In addition to our University's Strategic Plan and this EDI Strategy, UPEI will develop a campus strategy towards reconciliation and indigenization of our campus.

Linkages between the *UPEI Strategic Plan (2018–2023)* and the commitments outlined in this EDI Strategy are highlighted throughout this document. This Strategy also aligns with previous commitments made by UPEI towards equity, diversity, and inclusion. These commitments include UPEI being a proud signatory of the NSERC Dimensions Charter, as well as its demonstrated commitment to equity, diversity, and inclusion in research and innovation as set out in the UPEI *Canada Research Chairs Equity, Diversity, and Inclusion Action Plan*. For more information about the background of the UPEI EDI Strategy, please see Appendix A.

**Strategy Development Timeline**



## STRATEGY DEVELOPMENT PROCESS

The UPEI EDI Strategy was a highly consultative process that took place over a year. The Equity, Diversity, and Inclusion (EDI) Steering Committee provided guidance throughout the process. The consultation process was integral to developing this Strategy. Through consultations and surveys, over 400 people provided input. For more information about the UPEI EDI Steering Committee, see Appendix B. Information on the strategy development process can be found in Appendix C, and a list of the consultation groups is provided in Appendix D.

The UPEI Executive and UPEI EDI Steering Committee will champion this Strategy on campus; however, we call on all members of the University community to work together towards these commitments. This Strategy is designed to direct ways to remove barriers, encourage participation, and work towards an inclusive campus culture.

## COMMITMENTS

Through the exercise of developing this Strategy, UPEI has identified five key commitments on which to focus. These commitments will guide UPEI towards achieving greater equity and diversity, and building an inclusive campus culture.

## STUDENT SUCCESS

Attracting a diverse student population through equitable processes is important. Once students are at UPEI, we want them to be able to reach their full potential. To do so, they must feel supported, welcomed, respected, and valued throughout their university experience.

### 1. Equity in Admissions

- Ensure admissions requirements, processes, and practices are equitable.
- Implement measures to increase enrolment by traditionally underrepresented groups.
- Ensure admission committees understand impacts of unconscious bias.

### UPEI Strategic Plan

In the *UPEI Strategic Plan (2018–2023)*, our University committed to actions related to student success:

- Collaboratively identify and promote new pathways for the overall health and sense of belonging for our campus members.
- Develop additional approaches that support students in their transition from high school to university, strengthening the first-year experience we offer.
- Stimulate creativity and self-expression through a vibrant and supportive campus.
- Build UPEI's reputation as a welcoming university that offers a sense of belonging to campus members through its inclusive learning environment, and further incorporate Universal Design practices in the ongoing development of an accessible campus, including removing barriers that may limit students' full participation in learning.

### 2. Equity and Inclusion While Studying at UPEI

- Continue to build understanding of student accommodation needs and processes.
- Continue to respond to unique challenges faced by international students.
- Improve cross-cultural competency skills.

### 3. Fostering Equity, Diversity, and Inclusion in Teaching

- Encourage delivery of culturally inclusive courses and content from diverse perspectives.
- Encourage delivery of accessible content to ensure students with disabilities are provided equitable access.
- Encourage development of Open Education Resources to support equitable access to learning materials.

### 4. Equity, Diversity, and Inclusion Through Learning Opportunities

- Ensure equity, diversity, and inclusion are embedded into UPEI quality assurance review processes for all programs.
- Increase visibility of courses related to equity, diversity, and inclusion.
- Increase library resources related to historically disadvantaged or marginalized groups, including BIPOC (Black, Indigenous, and People of Colour) and the 2SLGBTQ+ community.

### 5. Making Classroom Experiences More Accessible

- Invest in technology that best matches the needs of our students within existing classroom spaces.
- Encourage online course delivery that is equitable, including leveraging technologies appropriately to ensure accessibility.
- Encourage ongoing consultation regarding student accommodation needs to ensure processes are well understood and aligned with practices.

### 6. Ensuring Accessibility for Diverse Students

- Proactively consider and make information available about common practices for meeting diverse needs.
- Commit to using chosen names and pronouns, as well as gender-neutral language wherever possible.
- Explore and implement practices designed to ensure diverse students are welcomed into an inclusive residence space.
- Support the UPEI Health and Wellness Centre in providing specialized care to meet the needs of gender-diverse people from the University and Island community.

## SUCCESS OF FACULTY, RESEARCHERS, AND STAFF

UPEI is committed to recruiting and retaining diverse faculty, researchers, and staff as part of our commitment to an inclusive campus culture. We believe this enriches our learning community while supporting our goals in innovation and creativity.

### UPEI Strategic Plan

In the *UPEI Strategic Plan (2018–2023)*, UPEI committed to actions related to the success of faculty, researchers, and staff:

- Promote a greater understanding of reconciliation, inclusion, equity, and social justice within our campus community.
- Build UPEI's reputation as a welcoming university that offers a sense of belonging to campus members through its respectful workplace.
- Collaboratively identify and promote new pathways for the overall health and sense of belonging for our campus members.
- Identify and put in place initiatives that continuously contribute to a healthy and respectful working environment.

**1. Building Diversity and Inclusion Through Equitable Recruitment Practices**

- Encourage diversity through the introduction of a statement to all job advertisements that expresses the University's commitment to equity, diversity, and inclusion.
- Introduce a new statement in all job advertisements that explains how to obtain any required accommodations in the application process.
- Post job advertisements for at least two weeks to assist with increasing diversity in applicant pool.

**2. Employ Best Practices in Equity, Diversity, and Inclusion in Hiring Processes**

- Provide equity, diversity, and inclusion training to all members of hiring committees.
- Hire personnel with the equity, diversity, and inclusion skills and competencies relevant to the position.

- Incorporate equity, diversity, and inclusion best practices into hiring on an ongoing basis.

### 3. Supporting Faculty/Staff for Success

- Encourage all areas of campus to create inclusive spaces.
- Provide guidance on processes and resources relevant to equity, diversity, and inclusion to new faculty members.
- Make the process for faculty/staff to pursue accommodations transparent and readily available.
- Provide information to ensure that faculty/staff have clarity regarding the terms and conditions of their employment, including benefits for staff outside of a collective agreement.
- Proactively make information available about common practices for meeting diverse needs.

### 4. Advancing Equity, Diversity, and Inclusion in Research

- Create a portal so that all researchers may access equity, diversity, and inclusion resources.
- Make training related to equity, diversity, and inclusion available to researchers.
- Provide up-to-date information and best practices to researchers about how to incorporate equity, diversity, and inclusion in research projects, including research team composition and development.
- Make participation in equity, diversity, and inclusion training a requirement for graduate student supervisors.
- Achieve the equity, diversity, and inclusion objectives set out in the UPEI *Canada Research Chairs Equity, Diversity, and Inclusion Action Plan*.

### 5. Bias-Free Processes

- Provide unconscious bias training.
- Make training and resources about unconscious bias and the assessment of academic work available to faculty members.
- Provide information about limiting unconscious bias in the reference letter process to all faculty members.
- Share training on any such equity-related policies, procedures, and practices for faculty members on selection and renewal, tenure/permanency, and promotion committees (including the Departmental Review Committee and University Review Committee) with the Faculty Association.
- Encourage the incorporation of equity, diversity, and inclusion competencies in all committee composition decisions.

## ORGANIZATIONAL SYSTEMS

UPEI aims to ensure that its institutional processes, practices, and structures are equitable. This requires an understanding of, and an appropriate response to, how historically and/or structurally disadvantaged groups experience those systems.

### 1. Building Transparent Policies, Practices, and Procedures Important to Equity, Diversity, and Inclusion

- Ensure equity, diversity, and inclusion are part of the development of any new policies, and are a requirement within the review of existing policies.
- Make information available about common practices so that all community members (students, staff, and faculty) can effectively identify resources and pathways for having their diverse needs addressed.
- Encourage UPEI's faculties, led by their respective deans, to identify, implement, and communicate equity, diversity, and inclusion initiatives that are specific to their learning context and environment.

### 2. Embedding Equity, Diversity, and Inclusion Competencies Across Campus

- Provide training to all members of senior management about the principles of Gender-Based Analysis Plus to ensure they consider how processes are experienced by diverse people.
- Ensure all members of the University's governance structure (UPEI Board of Governors, UPEI Senate, and UPEI Executive) participate in equity, diversity, and inclusion training.
- Hire for equity, diversity, and inclusion competencies.
- Encourage the incorporation of equity, diversity, and inclusion competencies in all decisions about the composition of committees.

### 3. Collecting and Using the Right Data

- Collect workforce diversity information, guided by best practices, to create baseline information to better inform future decision making in equity, diversity, and inclusion policies and processes.
- Ensure processes that collect personal information are carried out in the proper manner for the intended use.

## CAPACITY BUILDING

UPEI is committed to building capacity to ensure individuals and units understand how to put equity, diversity, and inclusion principles into practice so that we ensure an inclusive campus culture. This means building awareness and education through training and tools.

### 1. In-Person Training

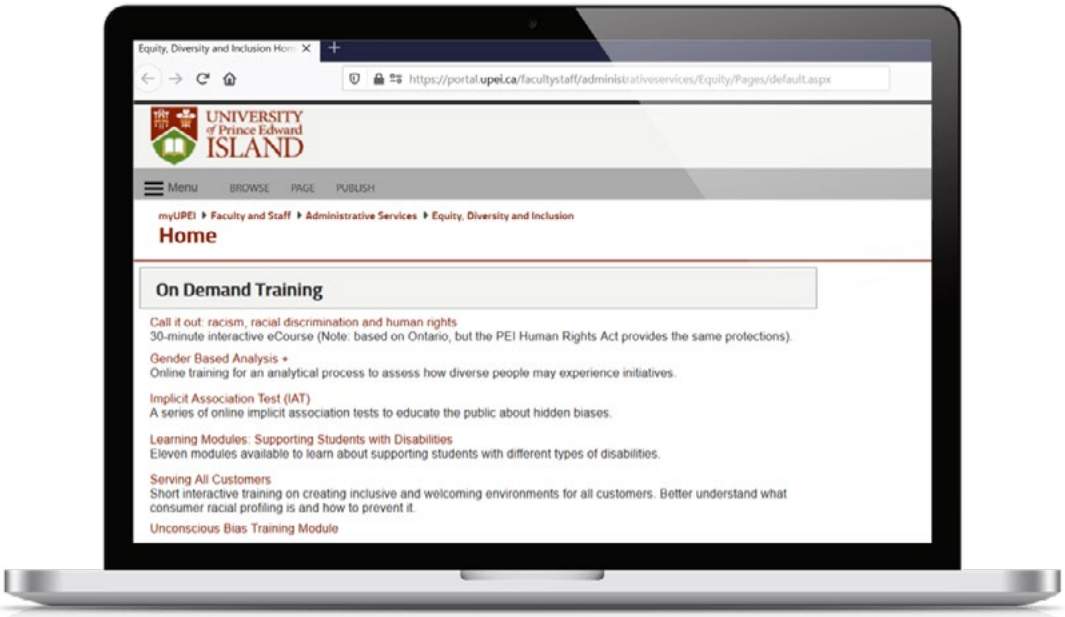
- Collect information through formal and informal means to determine the areas of campus that would benefit from specific equity, diversity, and inclusion training.
- Provide tailored equity, diversity, and inclusion training for faculties and departments as capacity and need allows.

### 2. On-Demand Training Options

- Create a myUPEI page for Equity, Diversity, and Inclusion for internal resources.
- Ensure equity, diversity, and inclusion training is available via myUPEI.
- Provide in-person and online training on specific issues such as anti-racism, unconscious bias, and interrupting harmful behaviours.

### 3. Ongoing Embedded Training

- Include issues related to equity, diversity, and inclusion in training for deans, chairs, and managers, anyone with supervisory responsibilities, and anyone dealing directly with students.
- Provide training related to equity, diversity, and inclusion to all members of hiring committees, admissions committees, and service providers.
- Offer additional resources for campus members to develop cross-cultural skills.



## CAMPUS CULTURE

UPEI is committed to working on an ongoing basis to develop a campus culture that is equitable, diverse, and inclusive for all members of our campus community.

### UPEI Strategic Plan

*"We are dedicated to making UPEI an open, accessible, and welcoming community, and to the fair treatment of all persons. We are committed to continually re-examining and growing our understanding of the role UPEI must play in promoting a better understanding of cultures and identities, and the needs of community members with disabilities in a manner that supports education and respectful relationships."*

### 1. Creating Inclusive Campus Spaces

- Encourage the creation and maintenance of safe and inclusive spaces across campus.
- Review accessibility of campus on an ongoing basis and make improvements as necessary.
- Ensure residence spaces meet the needs of diverse students.
- Increase the number of accessible residence rooms.

### 2. Celebrating Diversity

- Enable and encourage dialogue and idea sharing about equity, diversity, and inclusion.
- Encourage people to work across differences.
- Celebrate equity, diversity, and inclusion practices, processes, initiatives, and champions that make UPEI an inclusive and welcoming learning community.

### 3. Expressing Equity, Diversity, and Inclusion Values

- Continue to share and live the value statement set out in the *UPEI Strategic Plan (2018–2023)*.
- Share and communicate this UPEI Equity, Diversity, and Inclusion Strategy widely with the campus community and our partners.
- Make campus definitions of equity, diversity, and inclusion highly visible.
- Highlight UPEI's commitment to the NSERC Dimensions Charter, *Canada Research Chairs Equity, Diversity, and Inclusion Action Plan*, and other best practice initiatives that work to foster equity, diversity, and inclusion.

### 4. Building a Culture of Accountability

- Develop a culture of accountability for implementation of this Strategy.
- The Vice-President Academic and Research and the Vice-President Administration and Finance will identify short- and long-term priorities and the implementation and evaluation of the initiatives set out in this Strategy.
- The Vice-President Academic and Research and the Vice-President Administration and Finance will consult with the Equity, Diversity, and Inclusion Officer, the UPEI EDI Steering Committee, and UPEI EDI-focused working groups (including the Faculty Association Joint Equity Committee) on an ongoing basis to seek feedback and input into campus processes and initiatives.
- Senior administrators will report to the Vice-Presidents on the progress made in their respective areas.
- The Vice-President Academic and Research and the Vice-President Administration and Finance will report to the President on an annual basis regarding the progress made on this Strategy. Progress reports will be made publicly available.

#### UPEI Strategic Plan

In the *UPEI Strategic Plan (2018–2023)*, our community outlines actions related to campus culture:

- Identify and put in place initiatives that continuously contribute to a healthy and respectful working environment.
- Stimulate creativity and self-expression through a vibrant and supportive campus.
- Build UPEI's reputation as a welcoming University that offers a sense of belonging to campus members through its inclusive learning environment and respectful workplace.

## COLLECTIVE AND INDIVIDUAL ACTION

At UPEI, there are faculty, staff, and students who are committed to putting the principles of equity, diversity, and inclusion into practice on our campus every day. UPEI is fortunate to have these champions as part of our community to help educate and engage our campus members on these important issues. This work is indispensable and integral to the collective success of UPEI.

The Vice-President Academic and Research and the Vice-President Administration and Finance will report to the President annually on the progress made in relation to this Strategy. That includes accountability for identifying short- and long-term priorities and the implementation and evaluation of these initiatives. The Vice-Presidents will consult with the Equity, Diversity, and Inclusion Officer and the UPEI EDI Steering Committee, as well as any equity, diversity, and inclusion-focused working groups on an ongoing basis.

After a period of one year following its adoption, the UPEI Equity, Diversity, and Inclusion Strategy will be reviewed by the University Senate and the UPEI Board of Governors.

# APPENDIX A: BACKGROUND INFORMATION

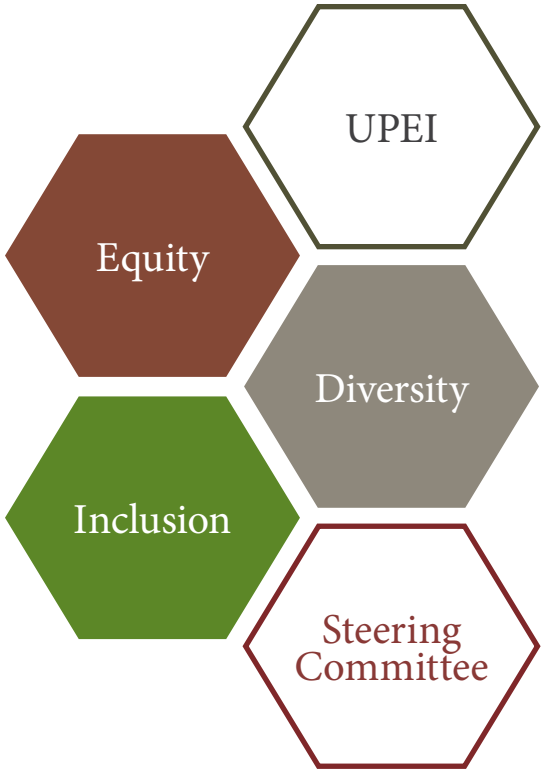
The *UPEI Strategic Plan (2018–2023)* was released in 2018 after a period of positive consultation and campus input. Throughout the consultation process, UPEI stakeholders consistently recognized that many positive steps had been taken to build awareness of equity, diversity, inclusion, and reconciliation at UPEI, as well as efforts made to implement policies and processes to support related initiatives. However, the campus discussions confirmed that as a University, we must continue to invest resources and further demonstrate our institutional commitment to **Inclusion, Equity, and Reconciliation** if we are to truly make a difference and lead by example. The Strategic Plan includes five institutional priorities, one of which is **Inclusive Campus Culture.**

To build on that priority, and to provide meaningful guidance across campus about how we can make tangible progress towards an inclusive campus culture, the University decided to embark on the process of developing this Equity, Diversity, and Inclusion Strategy.

UPEI is a proud signatory of the NSERC Dimensions Charter. NSERC describes Dimensions as "one of the leading international programs promoting EDI in higher education." Being a signatory shows our recognition that "equity, diversity, and inclusion strengthen the research community, the quality, relevance and impact of research, and the opportunities for the full pool of potential participants." UPEI is committed to putting those principles into practice to advance research excellence through equity, diversity, and inclusion. UPEI will continue to learn from the best practices established by leading EDI voices, and ensure that these continue to inform our approach.

UPEI has also demonstrated our commitment to equity, diversity, and inclusion in research through previous commitments. The UPEI *Canada Research Chairs Equity, Diversity, and Inclusion Action Plan* continues to drive work closely associated with research.

## APPENDIX B:
## UPEI EQUITY, DIVERSITY, AND INCLUSION (EDI) STEERING COMMITTEE




The UPEI EDI Steering Committee was established in October 2019.

The Committee's mandate is to

- review and provide input into the development and implementation of an institutional EDI strategy;
- provide input and advice regarding issues and practices in the campus community of relevance to EDI;
- provide input regarding potential opportunities to implement EDI measures, programs, or initiatives;
- receive advice and feedback from the Equity, Diversity, and Inclusion Officer and/or the campus community, and discuss future steps regarding EDI on campus.

### UPEI EDI Committee Members

**Katherine Gottschall-Pass, Co-Chair**
Vice-President Academic and Research (Interim)

**Jackie Podger, Co-Chair**
Vice-President Administration and Finance

**Brian Affouan**
President, UPEI Student Union

**Tracy Carmichael**
President, CUPE 1870

**Nola Etkin**
Dean, Faculty of Science

**Aitazaz Farooque**
Associate Professor, Sustainable Design Engineering
Industry Research Chair, Precision Agriculture

**Sharon Myers**
Associate Professor, Arts

**Patti Wheatley**
Equity, Diversity, and Inclusion Officer

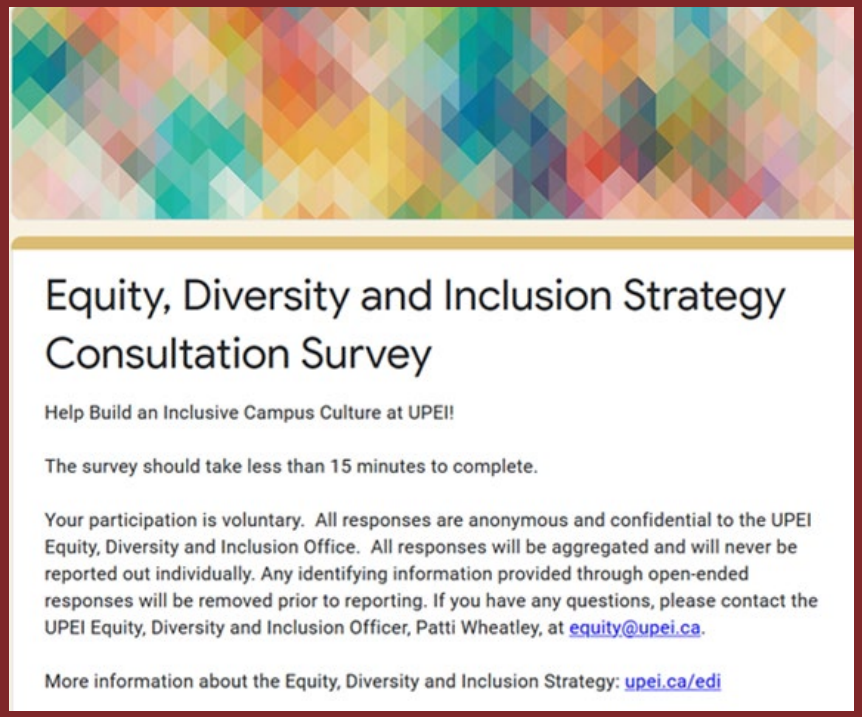
The EDI Steering Committee also wishes to acknowledge the work of previous committee members who contributed to the development of this Strategy: Sherri Russell, Mawi'omi Centre Coordinator, and Keesha Ryan, Vice-President Finance, UPEI Student Union.

## APPENDIX C: STRATEGY DEVELOPMENT PROCESS

The impetus for an UPEI Equity, Diversity, and Inclusion Strategy came out the development of the *UPEI Strategic Plan (2018–2023)*. The Strategic Plan was developed through extensive consultation. Topics related to equity, diversity, and inclusion were consistently discussed with strong stakeholder feedback about how the University could further develop in this area. Equity, diversity, and inclusion are highlighted throughout the Strategic Plan. To build on that comprehensive process, we have taken lessons learned from that process forward into the development of this Strategy.

A draft of a preliminary framework to build EDI at UPEI was prepared in early 2019. This discussion paper provided a starting point and served as a basis for consultation with the campus community in order to advance toward the development of a holistic EDI strategy.

The development process for a campus-wide EDI strategy began in September 2019, beginning with a baseline employment-systems review, which involved meeting with key personnel and reviewing documents to analyze a wide range of relevant issues. The process included a review of legislation, policies, procedures, institutional commitments, strategic documents, collective- and employment-related agreements, contracts, audit reports, programs and activities, academic programs, committee mandates, and faculty/staff positions.



Equity, Diversity and Inclusion Strategy Consultation Survey

Help Build an Inclusive Campus Culture at UPEI!

The survey should take less than 15 minutes to complete.

Your participation is voluntary. All responses are anonymous and confidential to the UPEI Equity, Diversity and Inclusion Office. All responses will be aggregated and will never be reported out individually. Any identifying information provided through open-ended responses will be removed prior to reporting. If you have any questions, please contact the UPEI Equity, Diversity and Inclusion Officer, Patti Wheatley, at equity@upei.ca.

More information about the Equity, Diversity and Inclusion Strategy: upei.ca/edi

## APPENDIX D: CONSULTATION PROCESS

A key part of the development process for the UPEI EDI Strategy was consultation with individuals and groups across campus. An initial round of seven consultations was held in October 2019. A more thorough campus-wide consultation period took place from January–February 2020, which included a further 21 consultation sessions.

In addition, an online survey was distributed to all faculty, staff, and students to collect input. In total, over 400 UPEI community members participated in the consultation process in some way (due to guarantees of confidentiality and anonymity, it is not possible to count the number of unique individuals). Those discussions touched on a wide array of issues that informed the writing of the UPEI EDI Strategy.

This broad approach to collecting information relevant to EDI at UPEI was deeply informative. The consultation process was designed with the aim of collecting input from diverse groups, including groups that have been historically disadvantaged. While some elements of the strategy development process had to be modified to respond to the COVID-19 pandemic, we remained strongly committed to a robust process.

## APPENDIX E: CONSULTATION GROUPS

The UPEI EDI Strategy was developed through consultation with a broad range of shareholders, including

- Aboriginal Student Circle
- Academic Planning and Curriculum Committee
- Atlantic Veterinary College (faculty and staff)
- AVC Broad Spectrum Club (LGBTQ+)
- Deans Council
- Diversity and Social Justice Studies (students)
- Faculty Association Joint Equity Committee
- Faculty of Arts (faculty and staff)
- Faculty of Arts Equity and Inclusion Committee
- Faculty of Business (faculty and staff)
- Faculty of Education (faculty and staff)
- Faculty of Nursing (faculty and staff)
- Faculty of Science (faculty and staff)
- Graduate Studies Advisory Committee
- Human Resources (staff)
- Indigenous Education Advisory Circle
- Open meeting (staff)
- Open meeting (students)
- Office of the President (directors and managers)
- Research Advisory Committee
- Student Experience Hub (employees)
- Student Experience Hub (senior staff)
- Sustainable Design Engineering (faculty and staff)
- UPEI Student Union Committee Executives (with relevant missions)
- Vice-President Administration and Finance (directors)

**Equity, Diversity, and Inclusion Office**

550 University Avenue, Charlottetown, PE Canada 1A1 4P3

Tel: 902.894.2840 | *upei.ca/edi* | *equity@upei.ca*

# APPENDIX 8

## Academic Accommodations for Students with Disabilities Policy

<table>
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<tr><td colspan="2">Policy Title: Academic Accommodations for Students with Disabilities</td><td colspan="2">Page 1 of 7</td></tr>
<tr><td>Creation Date: February 4, 2002</td><td>Version Date:<br>October 24, 2025</td><td colspan="2">Review Date:<br>October 2029</td></tr>
<tr><td>Authority: Senate</td><td colspan="2">Responsibility:<br>Vice-President, Academic and Research and Associate Vice-President Students</td><td>Access: W</td></tr>
</table>

1. **Purpose**

1.1 The University of Prince Edward Island, founded on the tradition of liberal education, exists to encourage and assist people to acquire the skills, knowledge, and understanding necessary for critical and creative thinking, and thus prepare them to contribute to their betterment and society through the development of their full potential.

1.2 To accomplish these ends, the University's community of scholars engages in teaching and learning, scholarship and research, and offers service for the benefit of our Island and beyond.

1.3 The University encourages the full participation of all students, including students with Disabilities, as members of the University Community, and strives to ensure Equitable treatment and access to University services, programs, and facilities.

1.4 Recognizing the Duty to Accommodate and Human Rights Law[1], the University commits to providing Reasonable Accommodations to the point of Undue Hardship and Equitable opportunities for students with Disabilities, within a supportive and challenging environment and consistent with academic principles.

1.5 The University seeks to remove physical, attitudinal, and systemic barriers that may impede or prevent academically qualified students with Disabilities from participating fully in university life. The University understands that persons with Disabilities may have different methods for achieving success and that effective accommodation may include variations in curricula, delivery, and evaluation methodology.

2. **Scope**

2.1 The Policy shall apply to:

2.1.1 all full-time, part-time, and unclassified students with documented functional limitations or needs related to a Disability that adversely affects their ability to fulfill the requirements of an academic course or program, at the University of Prince Edward Island on and off campus, online, or in experiential education opportunities, including but not limited to practicums, service learning, cooperative education, internships, and land-based learning.

[1] Human Rights Act – Government of Prince Edward Island

3. **Definitions**

3.1 *Academic Accommodation* – An adaptation or extension of the University's resources, or a variation of teaching, learning, assessment, or evaluation procedure, that reduces or eliminates barriers in the academic environment without compromising Essential Educational Requirements. Disabilities and functional limitations may be permanent, temporary, or intermittent. Academic Accommodations enable students with Disabilities to perform the essential requirements of their academic program, although how students with Disabilities meet these requirements and standards may vary. Academic Accommodations are accessed through Accessibility Services on an individual basis.

3.2 *Disability* The term disability is an ever-evolving concept under Human Rights Law but may include a functional limitation caused by a long-term, temporary, or recurring physical, sensory, mental, psychiatric, or learning impairment that restricts the ability of a person to perform the activities necessary to participate in learning.

3.3 Documentation -Written information from a regulated health care professional verifying the student has functional limitations that are the result of a Disability, Disclosure of a specific Disability or diagnosis to Accessibility Services is not required. Students with a Learning Disability must provide a summary of a psychoeducational assessment conducted by an appropriate registered psychologist. Documentation is submitted and kept confidential with Accessibility Services.

3.4 *Duty to Accommodate* – The Duty to Accommodate is an ever-evolving concept under Human Rights Law but generally means that sometimes it is necessary to treat someone differently to prevent or reduce discrimination. In such cases, the Duty to Accommodate may require that alternative arrangements be made to ensure that a person or group can fully participate. The Duty to Accommodate applies to needs related to protected grounds of discrimination under the PEI Human Rights Act, such as Disability. It is a legal requirement that post-secondary institutions adjust rules, policies, or practices to enable individuals to participate fully.

3.5 *Equitable* - A principle of fairness in treatment, access to opportunity, and advancement for all members of the University Community. It requires acknowledging that treating people equally does not always produce fair outcomes, and there is a need to eliminate systemic barriers and biases that have played a role in impeding the full participation of underrepresented or disadvantaged groups.

3.6 *Essential Educational Requirements* – The knowledge, skills, and/or abilities that must be acquired and/or demonstrated for a student to successfully meet the learning outcomes, course objectives, or degree-level requirements of a particular course or program, and if applicable, any professional licensing or accreditation requirements.

3.7 *Reasonable Accommodation* - Adjusting a course, program, policy, procedure, or physical environment that adversely affects a student with a Disability without changing Essential Educational Requirements. Such Academic Accommodations must be provided in a way that respects the dignity of the student with a Disability to the point of Undue Hardship to the institution.

3.8 *Undue Hardship* - The onus is on the University to prove Undue Hardship. Although Undue Hardship must be considered in the context of each case, a finding of Undue Hardship could be supported in the following four (4) circumstances:

3.8.1 financial cost is such that the operation of the University and/or its programs would be

fundamentally diminished, or a program or service would cease to exist due to the financial burden of the Academic Accommodation. Significant costs related to a requested Academic Accommodation shall be considered in the context of the University, not based on the individual department, division, faculty, school, or program.

3.8.2 there is a risk to public safety or a substantial risk of personal injury to the student with a Disability.

3.8.3 the Academic Accommodation unreasonably impedes the ability of other students to pursue academic studies.

3.8.4 when Academic Accommodation alternatives would result in requiring substantial alteration of Essential Educational Requirements.

3.9 *University Community* - The University of Prince Edward Island as defined by the University Act, R.S.P.E.I. 1988, includes all members involved in the provision of University-related services including teaching, advising, administering, and other support services (e.g. instructors, administrators, counsellors, librarians, and support staff).

## 4. Policy

4.1 This policy affirms students' rights to be treated with dignity and respect, to have their privacy and confidentiality protected, and to receive Reasonable Accommodations based on documented functional limitations associated with a Disability. As such, the University recognizes:

4.1.1 its legal obligation and Duty to Accommodate students with Disabilities.

4.1.2 all University Community members including students, staff, faculty, volunteers, and contractors are legally obligated to adhere to the Duty to Accommodate.

4.1.3 it is the responsibility of all University Community members to support and facilitate the University in meeting its Duty to Accommodate.

4.1.4 its responsibility to provide Reasonable Accommodations to all otherwise qualified students registered with Accessibility Services.

4.1.5 that failure to provide Reasonable Accommodations where required by law may be considered discrimination and may be addressed through the University's Fair Treatment Policy. *(new policy name to replace this once approved)*

4.1.6 the provision of Academic Accommodations that permit students with a Disability to access courses shall not compromise Essential Educational Requirements.

4.2 This policy encourages dialogue between Accessibility Services, instructors, and students as to how the needs of individuals can be accommodated within terms of legislation and current University guidelines. All such dealings require mutual understanding and respect from the parties involved in the accommodation process.

## 4.3 Admissions:

4.3.1 Potential students with Disabilities who are academically qualified will have access to the University's educational programs, facilities, and services, to the point of Undue Hardship.

4.3.1.1 Students with a Disability have the same recourse as other applicants in that they may appeal, through Documentation, to the Manager of Admissions or Admission Committee. Decisions of the Admission Committee are final.

4.3.1.2 Students with a Disability who meet the current admission requirements for entrance to the University of Prince Edward Island are expected to follow the current admission procedures unless accommodation is requested.

4.3.1.3 Students with a Disability shall recognize that admission to the University does not guarantee that Academic Accommodation for a Disability can be made.

## 4.4 Accommodations:

4.4.1 Students with a Disability who seek Academic Accommodations at the University of Prince Edward Island are responsible for bringing the request to the attention of the appropriate personnel in Accessibility Services, and for providing the relevant Documentation of their Disability in a timely manner. Delays in notifying Accessibility Services personnel may result in Academic Accommodation requests not being processed in time for the term or course in which the Academic Accommodation is sought.

4.4.2 It is recognized that students with documented Disabilities may require certain Academic Accommodations not required by other students to demonstrate their achievement of academic objectives. Nevertheless, it is required that students with Disabilities will satisfy Essential Educational Requirements.

4.4.3 Academic Accommodations are guided by the needs of the students, the recommendations within the professional Documentation, and the resources available at the University.

4.4.4 Generally, an Academic Accommodation is effective as of the date on the letter of accommodation.

4.4.5 Academic Accommodations will be considered and assessed in a timely and responsive manner.

4.4.6 Academic Accommodation decisions will be reviewed as requested and adjusted when necessary.

## 4.5 Appeals:

4.5.1 Students who believe they have not been treated fairly under this Policy should discuss the matter with a designate from Accessibility Services and the Course Instructor.

4.5.2 If consensus cannot be reached between the student, instructor, and designate of Accessibility Services, the student can follow Undergraduate Academic Regulation 12.8: Academic Appeals or Graduate Academic Regulation 9: Appeals

## 5. Responsibility

5.1 The University

5.1.1 Through the Office of the Registrar, makes decisions respecting admission to the University and is responsible for ensuring that persons with a Disability, once identified, are given Equitable consideration for admission.

5.1.2 Provides Reasonable Accommodations up to the point of Undue Hardship.

5.1.3 Promotes an attitude of respect within the university for persons with Disabilities.

5.1.4 Maintains confidentiality of the information obtained under the Freedom of Information and Protection of Privacy Act (FOIPP) and University policies (Access to Information and Protection of Personal Information and Privacy Policy).

5.2 Faculty and Instructors

5.2.1 Recognize and comply with the University's legal Duty to Accommodate.

5.2.2 Understand their role in helping to implement Academic Accommodations as outlined by Accessibility Services.

5.2.3 Engage in the Academic Accommodation planning process and consider a range of approaches and reasonable solutions to maintain Essential Educational Requirements while implementing Reasonable Accommodations, if requested.

5.2.4 Contact Accessibility Services if they have questions or concerns regarding Academic Accommodations.

5.2.5 Maintain confidentiality under this policy.

5.3 Accessibility Services

5.3.1 Accessibility Services, is the primary unit responsible for supporting students with Disabilities seeking Academic Accommodations.

5.3.2 Reviews Documentation to ensure that recommendations and decisions regarding Academic Accommodations are based on appropriate medical assessments and/or psycho-educational information.

5.3.3 Develops an individualized accommodation plan in collaboration with the student and any medical professionals that would outline the student's particular needs.

5.3.4 Provides information and support for students with a Disability in a timely manner.

5.3.5 Communicates the Academic Accommodations for which the student is eligible to faculty, instructors.

5.3.6 Communicates the Academic Accommodations for which the student is eligible during experiential education opportunities, including but not limited to practicums, service learning, cooperative education, internships, and land-based learning, to Coordinators, supervisors and preceptors of these external experiential education opportunities.

5.3.6 Advises students registered with Accessibility Services on strategies to open a dialogue with instructors, acting as a consultant, facilitator, or coordinator, and advocating for Academic Accommodations when necessary.

5.3.7 Raises awareness within the University Community about the Duty to Accommodate.

5.3.8 Maintains confidentiality under this policy.

5.4 Students

5.4.1 Initiate contact with Accessibility Services and make their functional limitations and need for Academic Accommodations known.

5.4.2. Provide the necessary Documentation to support the need for Academic Accommodations. The University does not provide or assume the cost of diagnostic services.

5.4.3 Actively and fully cooperate in the planning and implementation of Academic Accommodations.

5.4.4 Meet academic program and Essential Educational Requirements.

5.4.5 Inform Accessibility Services if there are any changes in accommodation needs in a timely manner.

5.4.6 Accept Reasonable Accommodation options proposed by Accessibility Services, faculty or others as needed. Students may refuse a reasonable accommodation but doing so may lead to no accommodations in this instance.

5.4.7 Meet deadlines that support the University's ability to provide Academic Accommodations.

5.4.8 Advise Accessibility Services of concerns if Academic Accommodations are not implemented.

## 6. Review

6.1 This policy will be reviewed every five (5) years.

## Relevant Policies:

Service Animal Policy
Fair Treatment Policy (the appropriate new policy)
Access to Information and Protection of Personal Information and Privacy Policy

# APPENDIX 9

## AV General Standards Guidelines

# UPEI ITSS AUDIO VISUAL GUIDELINES AND STANDARDS

Prepared By: Rob Olscamp
Date Prepared: 02/19/2019
Revision 1.1: 12/05/2020

UNIVERSITY of Prince Edward ISLAND

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# 1 Version Revision History

| Version | Details | Date | By |
|---|---|---|---|
| 1.0 | Original Standard | Feb 2, 2019 | R. Olscamp |
| 1.1 | Added sound augmentation / hybrid learning specs | December 5, 2020 | Doug Burton |

# 2 Introduction

The Audio-Visual Guidelines and Standards have been developed to ensure the AV (Audio Visual) facilities across UPEI are designed and constructed to the same standard and to a consistent platform.

The guidelines provide Architects, Engineers, Consultants and Contractors with requirements to design and implement a successful AV installation. Additionally, the guidelines provide UPEI faculties, departments, project managers and individuals with an understanding of best practices and the minimum requirements for the different types of teaching and learning spaces. Where these standards cannot be adhered to, consultation must occur during the design stage and prior to the commencement of work with UPEI ITSS AV staff.

The Audio-Visual Guidelines and Standards does not define architectural, electrical, network and cabling standards (please refer to the UPEI ITSS Telecommunication Standards) and acoustic standards or national standards and building codes.

# 3 Process

The design of modern learning spaces with integrated educational technology requires a coordinated project team and collaborative process from the earliest stages of project definition and concept design. The project team should consist of ITSS network and AV staff, facilities management, and the users of the teaching space. The solutions needed to meet the requirements of modern teaching and learning often includes distributed AV solutions with sophisticated media and communications technology.

The technology solution chosen for each venue can substantially change the special requirements and budget for learning spaces. Therefore, it is critical to consider AV solutions at early stages of the project. To formulate a project preliminary budget or architectural concept without the early input of AV expertise will put the project at risk unnecessarily. The most cost-effective time to make changes is early in the project lifecycle.

AV expertise is required at the earliest feasibility stages to:

- document the technology functionality requirements of those who will use the spaces
- discuss technology options with clients and stakeholders including the institution's AV staff
- develop a technology concept that can then be incorporated into the project feasibility assessment, preliminary budget estimate and the design brief that goes to market

Any successful project which includes a professional audio-visual installation must provide for clear definition and management of goals, processes, resources, and responsibilities between the design and installation project teams and the client.

UPEI ITSS requires all audio-visual integrators and consultants to provide schematics and equipment lists to allow a thorough review of the proposal before we consider the tender or quote as conforming.

At the point of handover of a new audio-visual installation, UPEI ITSS AV will inspect the installation and confirm it complies with the tender specification. The audio-visual integrator is to supply UPEI ITSS with a fully functional AV System with the inclusion of:

- As Built Schematics in PDF and /or Visio electronic format must be created and indicate the following:
    - Equipment – Make and Model
    - Connection type – RS232, LAN, HDMI, DVI, Balanced Audio, etc.
    - Cabling – Make and model
    - Labelling of cables – as per the actual installed cabling
- A Room User Guide per space in both word document and PDF format
- Manufacturers operation manuals and warranty details in an electronic format
- Floor plan highlighting equipment and cabling location in PDF format.
- Accurate table of all IP Devices which includes Make, Model, Description, MAC address, serial number and IP address in an .xls format
- Electronic copy of any source codes and data base file for devices such as control systems, Touch Screens, Digital Audio Processor, Lighting Controllers
- A response to the defect, issues and improvements check list created by the University at the time of commissioning within 5 days of issue from the University in an .xls format.

# 4 Lighting Design

## 4.1 Introduction

The presentation of PowerPoint slides, websites and other visual material is an essential part of modern teaching and learning and the clarity of these images is critical to the successful use of the venue. Poor lighting design can ruin the effectiveness of projected presentations making them "washed out" and hard to read. Consequently, the importance of lighting design in all presentation and teaching spaces cannot be over-emphasized.

**Design Goals**

In the majority of teaching spaces, the lighting design must have the following objectives:

- Control all ambient light to allow the required contrast in projected images
- Provide note taking light and if required task lighting for students
- Properly illuminate the presenter wherever they are in the presentation area
- Properly illuminate any demonstration and presenter work spaces
- When user interaction is required, the layout and design of the interface is simple.
- Lighting design must consider line of sight for attendees and the projection equipment

**Selection of Light Fittings**

Lighting should be divided into zones with dimming (or at least selective switching)

**Control**

Presenters need access to flexible but easy-to-use lighting controls located near the presentation position.

## 4.2 Light Fitting Selection

Light fittings with good directional control are required to eliminate glare and unwanted lighting spill on projections screens. The closer the lights are to the projection screens the more important this requirement becomes.

## 4.3 Light Fitting Placement

The placement of lights in relation to the projection screen(s) is another critical aspect of lighting design for teaching and presentation spaces.

Near the projection screens, house lights, stage lights and lectern spotlights must all be carefully positioned to avoid spill on the screen taking into account their beam cut-off/shielding angles. This should be confirmed in the computer modelling during the design stage and not left until the lights are installed. Care must also be taken when placing spotlights to that the body of the spotlight does impede the data projector's beam.

## 4.4 Control of external ambient light from windows and skylights

In the architectural design of teaching spaces with projection systems, special consideration should be given to the control of natural ambient light by limiting use of windows or

skylights. Where windows or skylights are present, use of curtains or blinds or louvers to control ambient light will be required.

For videoconference rooms complete control of sunlight is essential. Even small gaps in curtains can severely reduce the quality of the image captured by the camera.

**NOTE:** Light from all external sources should be excluded or controlled such as to allow the attainment of the standards above with respect to spill on the projection screen at any time of day and at any time of the year.

### 4.5 Dimming

Any space where the basic functionality involves presentation technology should have lighting dimmers installed. Dimming provides a finer control of the presentation environment and can optimize the performance of other components. In large spaces, dimming can also result in more efficient use of energy. The space should have functionally different areas allocated to discrete circuits on the dimming system. In some instances, a rough dimming effect can be achieved by selective switching of fluorescent tubes in light fittings, however proper dimming remains the preferred method.

Dimming must only be achieved using appropriate dimming technology to suit the installed light fittings. Care should be taken to ensure that no flicker, audible noise, electronic interference or other undesirable artefact is evident throughout the dimming range.

Dimmers should be located in positions that facilitate easy access. They should not be located in ceiling cavities or in false floors. Within the cupboard dimmers must be mounted at a height which allows ready access for a standing technician, without using a ladder or having to crouch or kneel down. The operation of the dimmers must not cause electronic magnetic or any other kind of interference with other systems within the room or in the vicinity.

### 4.6 User Controls

Lighting system should be able to be operated in the following mode:

- Standalone - using lighting wall panel(s)

Wall mounted lighting control panels (or “Entry/Exit” switches which bring up the appropriate lighting mode) must be placed near entrances in accordance with applicable regulatory requirements and building standards.

Presenters need quick access to lighting controls located at the lectern/presentation position, consequently lighting control must also be available. In larger spaces this is an essential requirement.

### 4.7 House Lights

Lighting shall be arranged in enough zones to enable sufficient control of lighting for various projection needs and evenness lighting of the audience areas in tiered venues where the rear lights are much closer to the audience than at the front.

Fluorescent light fittings shall be of 'rapid-start' energy efficient type with a minimum of flicker and audible noise.

### 4.8 Special requirements for Video Conference spaces

Video conference venues are in effect small television studios and require additional care and consideration in lighting design. It is important to minimize shadows, eliminate glare, avoid reflective surfaces and to create an evenly lit environment.

Ideally, the room should not have any exterior windows. If it does, they need to be fully covered with curtains or blinds. Even a small chink of sunlight in the background can cause problems for the camera. Backgrounds and table tops should not be too dark or too light as this can cause difficulty with camera auto-iris control. Mid tones and moderate lighting levels on background walls will give the best results. Avoid patterned or woven fabrics and finishes on walls as these can produce moiré patterns or strobing effects when the camera is moved.

## 5 Displays, Specifications and Sightlines

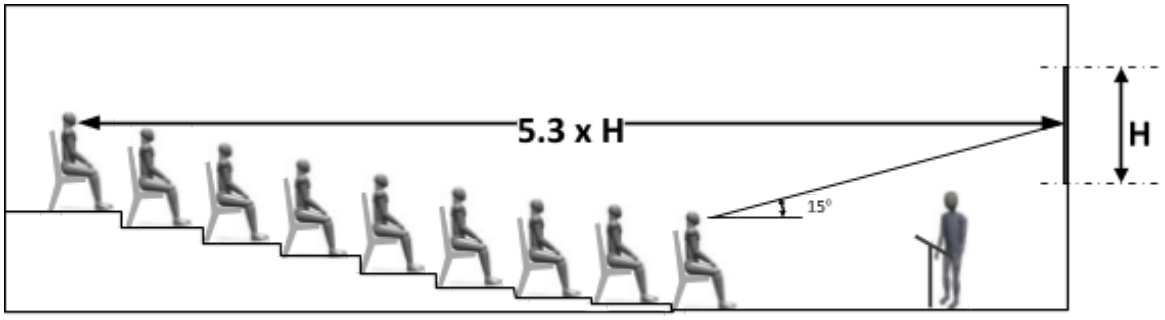
The type and the size of the display is critical to the installation to ensure the audience are able to read detailed content on the screen from wherever they are seated in the venue.

All display devices must have a minimum native resolution of 1920x1080 and an aspect ratio of 16:9 with the only exception being ultra-short throw projection, which may have a lower resolution of 1280x800. Any additional displays mirroring the output of an ultra-short throw projector must be of the same aspect ratio.

The screen is not to be too low as to be obscured by objects or other participants in the audience. In some instance the actual height of the ceiling may pose an issue in the design and installation of an appropriate size screen when taking into account the actual size of the room and distance of the furthest audience member from the screen. In these instances, further discussion will be required with UPEI ITSS AV to ensure a satisfactory result is obtained.

| Maximum Viewing Distance For 16:9 Screen | | | | |
|---|---|---|---|---|
| **Diagonal Screen Size** | **Screen Width Viewable Area** | **Screen Height Viewable Area** | **Inspection Viewing (H x 4)** | **Recommended Viewing (H x 5.3)** |
| 65” (1651 mm) | 1430 mm | 804 mm | 3.2 m | 4.2 m |
| 70” (1780 mm) | 1540 mm | 866 mm | 3.5 m | 4.6 m |
| 80” (2032 mm) | 1771 mm | 997 mm | 4.0 m | 5.3 m |
| 84” (2130 mm) | 1871 mm | 1057 mm | 4.2 m | 5.6 m |
| 90” (2286 mm) | 1992 mm | 1121 mm | 4.5 m | 6.0 m |
| 98” (2490 mm) | 2159 mm | 1214 mm | 4.9 m | 6.4 m |
| 100” (2540 mm) | 2215 mm | 1245 mm | 5.0 m | 6.6 m |
| 120” (3050 mm) | 2655 mm | 1495 mm | 6.0 m | 7.9 m |
| 130” (3300 mm) | 2880 mm | 1615 mm | 6.5 m | 8.6 m |

**Table 1: Closest Viewing Distance = H x 2.0 m, Maximum Viewing Distance = H x 5.3 m**




**Large Theatre Site Lines**

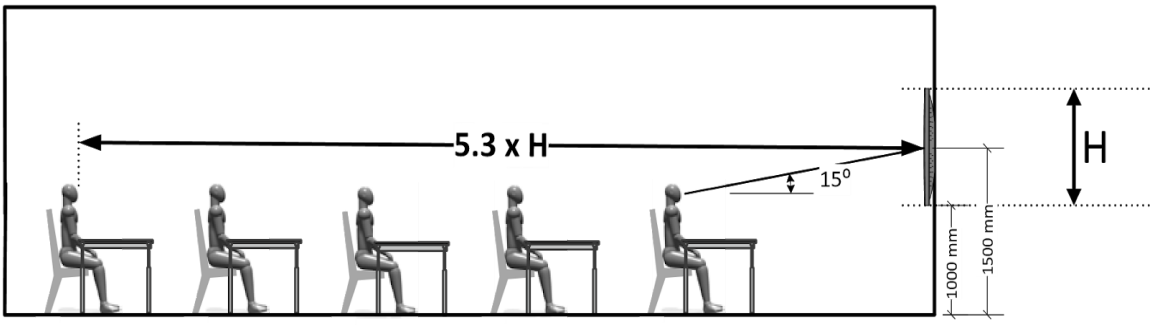



**Figure 5: Small Classroom or Meeting Room**

## 5.1 Single Display

The images/screens are to be installed as close as practically possible to the room center line allowing uninterrupted viewing for the audience from anywhere in the room.

Final screen position will be determined during the design consultation process and any variation to this will not be accepted unless written permission is supplied by UPEI ITSS AV before installation.

## 5.2 Dual Display

The presentation of two independent images is now common in medium to large teaching venues allowing the presenter to independently display two unique, but complementary sources. As an example, a presenter may display their laptop on one screen with a problem or question while showing the works on a document camera to a second screen. Additionally, it may be used for videoconferencing displaying both the remote site and presentation content.

Dual Display in major teaching spaces is also a fall back in the case one projector may fail.

## 5.3 Projection

### 5.3.1 Multimedia Projectors

Projected image is to provide an acceptable legible image taking into account the brightness of the projector, the physical size of the projector screen, the distance of the projector to screen and the ambient light on the projector screen itself.

Projectors shall be installed at a distance to fill the entire projector screen from edge to edge and in the center of the projectors zoom range.

Where IWB (Interactive Whiteboards) are utilized, only ultra-short throw type projectors are to be used to reduce glare and are to be a 16:9 or 16:10 aspect ratio, a minimum of 3000 ANSI lumens and are to be wall mounted.

Projectors must be controllable with two-way communication from third party control systems such as Extron via RS232.

UPEI ITSS AV has preferred models of projectors which must be adhered to. An alternative or variation to these will not be accepted unless written permission is supplied by UPEI ITSS AV prior to installation.

### 5.3.2 Projector Mounts

Projector ceiling mounts must be of a suitable professional grade universal product appropriate to support both the physical size and weight of the projector. Final choice of bracket will be at the discretion of UPEI ITSS AV with samples to be provided on request.

The projector ceiling mount is to be of black finish with a universal mount and where possible a security or lock option for securing the projector. Two keys are to be provided for any locking mechanism keyed to UPEI Specifications. All the projector mounts adjustable settings are to be firmly tightened.

Ultra-short throw projectors are to be wall mounted only and to be installed with the supplied manufacturer's bracket to ensure optimal alignment and image quality.

Projector mounts brackets must be mounted in accordance with the manufacturers' specifications. Mechanical (projector cages) and electronic security (tamper switches) may also be required. This will be specified during the design consultation process by UPEI ITSS AV.

When installing a projector and projector ceiling mount, it must be installed in accordance with the manufacturer's instructions and calculations.

Careful consideration must be given to:

- Projection distance to determine screen size
- Projector height in relation to optimal projected image on the screen but not to interfere with audience sight lines. The digital keystone of a projector will not be accepted unless written permission is supplied by UPEI ITSS AV prior to installation
- Physical size and weight of the projector
- Structural support for the fixing of the projector mounts in ceiling
- Does not obscure sight lines of any existing or new cameras used for recording or streaming.

UPEI ITSS AV has preferred models of projectors mounts which must be adhered to. An alternative or variation to these will not be accepted unless written permission is supplied by UPEI ITSS AV prior to installation.

### 5.3.3 Projection Surfaces

For larger teaching, meeting and event spaces UPEI ITSS have a preference for using large surfaces, especially in environments requiring video conferencing. The selection and placements of the screen must be governed by the size of the room and the sight line rules as for projection screens. As an example, a 65" (165 cm) diagonal screen will suitable for participants sitting no further than 4.5 meters from the display.

**Whiteboards and Interactive Whiteboards**

Generally, whiteboards are not recommended as projection surfaces because they are highly reflective and cause unacceptable glare from ambient light and hotspots from projectors. If a whiteboard or an interactive whiteboard is to be the projection surface, only an ultra-short throw projector is to be used.

Where an interactive white board is installed the top of the whiteboard is to be a maximum of 2100mm above finished floor level with the bottom edge being 850mm above finished floor level depending on board size. All interactive whiteboards must be mounted in consultation with UPEI ITSS and Accessibility Services.

**Motorized Projection Roller Screen**

Motorized roller screens are preferable for smaller venues allowing screens to be installed forward of whiteboards either mounted off the wall or from the ceiling. The screen surface itself is to be unity white, black backed, 50mm black border with a gain of 1.0. Motorized screen must be either controlled via contact closure, or RS-232.

## 5.4 Flat Panel Displays

For smaller teaching and meeting spaces UPEI ITSS have a preference for using large format LCD, especially in environments requiring video conferencing.

The selection and placements of the flat panel display must be governed by the size of the room and the sight line rules as for projection screens. As an example, a 65” (165 cm) diagonal screen will suitable for participants sitting no further than 4.5 meters from the display.

All flat panel displays must be controllable via IP or RS232; infrared control will not be acceptable in fixed installations.

Flat panel displays are to be installed at approximately 900 -1000 mm above finished floor level to the bottom edge of the display.

| Attributes | Minimum Requirements |
|---|---|
| Technology | LCD |
| Backlight | LED |
| Native Aspect Ratio | 16:9 |
| Native Resolution | Full HD 1920 x 1080 |
| Compatible Aspect Ratio | 4:3. 16:9 |
| Compatible Resolution | 1024x768 – 1920x1080 |
| Video Inputs | HDMI x2 |
| Audio Inputs | HDMI, Analogue Stereo |
| Audio Outputs | Analogue Stereo |
| Control Inputs | RS232 |
| HDCP Compliant | YES |
| Warranty | Manufacturers Commercial Warranty |

**Table 2: Minimum Flat Panel Display Specification**

### 5.4.1 Interactive Flat Panel Display

Interactive flat panel displays are becoming more common in office areas across UPEI ITSS allowing the presenters to interact with the screen at the front of the room rather than be locked down to the computer location.

In larger theatres, these interactive screens are generally located on the wall at the front of the theatre or on the teaching podium allowing the presenter to annotate on the smaller screen and mirrored on the large room display screen.

Interactive flat panel displays are to be installed in a location and at a height allowing access for all touch features to be accessible by wheelchair users. The interactive panels are to be installed at approximately 900mm above finished floor level to the bottom edge of the interactive display.

Direction from buildings and property and consultation with disability services should be adhered to for interactive digital signage installations.

Flat panel display mounts being either floor; wall or ceiling should be of a high-quality professional grade product and must be installed as per the manufacturers' specifications.

When selecting an appropriate bracket for mounting a flat panel display, consideration must be given to:

- the size of the display
- the weight of the display
- the structure supporting the display
- the distance off the wall
- any hardware being installed behind the display which may require access for servicing.

When mounting the flat panel display on a gyprock wall and suitable anchor points cannot be located to secure the displays mounting bracket, the audio-visual integrator is to provide a solid MDF backing board finished in a suitable color as specified by UPEI ITSS AV with edge trimming.

Mechanical and electronic security may also be required. This will be specified during the design consultation process by UPEI ITSS AV.

Final product selection and mounting position will be determined during the design consultation process and any variation to this will not be accepted unless written permission is supplied to UPEI ITSS AV before installation.

### 5.4.2 Flat Panel Display Cart – MoCoW

A MoCoW (Mobile Computer on Wheels) is portable technology such as LCD trolleys with a wireless keyboard and mouse to enable flexible use of small spaces and provides group focused classes or meetings. This also avoids fixed hardware allowing for movement in and out of rooms.

MoCoW technology is often changed or improved so that any design should be first checked with ITSS AV to ensure it is meeting the most recent version of technology and the University standards.

# 6 Control

## 6.1 Integrated Control Systems

UPEI ITSS fully support and recommends the use of integrated control systems where AV has been deployed to simplify operation as well as provide the ability for remote ITS AV support.

Across UPEI ITSS the integrated control equipment is exclusively Extron unless otherwise specified by UPEI ITSS AV. Should a design require a control product not able to be supplied by Extron any variation will not be accepted unless written permission with relevant data sheet is supplied to UPEI ITSS AV before the design is approved and installation can be arranged.

Minimum standard requires the control system to perform the following actions:

- Control of local audio-visual equipment to include
- Power On/Off
- Inputs Switching
- Volume Up/Down
- Status reporting
- Control of mechanical devices, i.e. Screens, curtain, blinds
- Power management

For best practice the integrated controller should perform:

- Control of local audio-visual equipment to include
    - Power On/Off
    - Inputs Switching
    - Volume Up/Down
    - Transport Control
    - Status reporting
- Screens, curtain, blinds
- Power management
- Status Reporting for Error Logging
- Remote Monitoring and Support.

Functions should be automated in such a way that a single button press should be able to activate all the AV in the room into an ON Status, including switching on the display, lowering a projector screen, adjusting the volume to a predetermined default level and switching to the default device input.

Where possible all control systems will be networked and on the UPEI specified network for additional security and management purposes.

## 6.2 Control System Button Interface

Button Panels may be used as an interface to control AV in basic teaching rooms, meeting rooms, event spaces and mobile trolleys across UPEI.

The button panel shall be capable of controlling all equipment specified. The contractor shall design the layout of buttons and controls on this touch screen using the approved UPEI ITSS layout.

For best practice the button controller should perform:

- Control of local audio-visual equipment to include
- Power On/Off
- Inputs Switching
- Volume Up/Down
- Control of mechanical screen.

## 6.3 Control System Programming Code

### 6.3.1 General requirements

UPEI ITSS has requirements for AV programming that must be adhered to. These requirements ensure the code produced by the Integrator is of a consistent and high quality in design and operation. It facilitates simple understanding of the code for maintenance and enhancement This standard interface can only be altered by means of written consent from UPEI ITSS AV.

*Any Crestron control systems (if applicable) are to include an XPanel that is a mirror of the touch panel/keypad in the room for remote management purposes.

The complete source code for all projects undertaken must be provided to UPEI ITSS in an electronic format, e.g. USB memory stick, CD, email attachment etc. This must include all files used to build the room from source:

- Crestron or Extron source
- Un-compiled modules
- touch panel source files
- device configuration files – e.g. DSP, Switcher
- IP information
- User guides
- 'As Built' design including schematics and floor plans detailing:
    - Equipment – Make and Model
    - Connection type – RS232, LAN, HDMI, DVI, Balanced Audio, etc.
    - Cabling – Make and model
    - Labelling of cables – as per the actual installed cabling

Schematics shall be in PDF version

This information is required immediately following Practical Completion and prior to signoff of work as complete.

### 6.4 Device Communications

Where possible UPEI ITSS prefers communication to AV devices via RS232 rather than TCP/IP or IR.

The preferred control communications endorsed by UPEI in order are:

1. RS-232 (via DTP/XTP/Digital Media)
2. RS-232 (via dedicated cable)
3. Ethernet Control (IP Based)
4. Contact Closure
5. Wired IR (Projector Screens)

## 7 Video Switching

The University utilizes Extron switching equipment for all its teaching, and meeting event spaces. Any space that has been designated to be converted from analogue to digital, or any space that is designated to be configured to output High Definition, will require the use of a High Definition Digital HDMI switcher/matrix. The switcher will be capable of:

- HDCP compliance with full key management on all inputs and outputs
- EDID management
- Scaling/frame rate conversion
- HDMI Audio embedding and de-embedding
- 1920x1080@60Hz
- Color space management.

Where display devices do not natively support 1080p, such ultra-short throw projectors, a video scaler is to be incorporated into the design to manage all the video endpoints in the space.

Audio resources from devices such as PCs, laptops, Blu-ray, wireless presenter, etc. are to be transported digitally via HDMI and routed as required through vision switcher.

Any variations requiring more switching capability than provided as the listed solutions must be approved by ITS AV before the commencement of works.

# 8 Audio

Audio will be provided in any meeting room or teaching room with video displays in the room. A purpose designed audio system for each individual venue is to be installed with an adequate sound level with high intelligibility across the entire space free from noise and distortion.

In teaching spaces, a designed audio system shall provide the following functionality:

- Voice re-enforcement (Specified Rooms)
- Replay of program sources (Specified Rooms)
- Assistive listening/hearing augmentation (Specified Rooms)
- Lecture capture (Specified Rooms)

Key audio components for a major teaching space will comprise of:

- High quality speakers installed as to provide uniform coverage of the listening area
- Lectern microphone with provision for additional microphones if required
- Hand held and lapel radio microphones (Specified Rooms)
- Audio mixer to enable signal routing, level control, limiting/compression, microphone equalization, DSP, and line level audio sources. The audio mixer is to provide any phantom power for microphones, interface with the integrated control system and provide an output to the amplifiers, lecture record and to the local PC
- High quality audio amplifier with load protection
- Assistive listening system such as an induction loop, Infra-Red or RF systems. (Specified Rooms)

## 8.1 Loudspeaker and Coverage

Typically, an audio system will consist of suitable stereo front of house (FOH) speakers supplemented with flush mounted ceiling speakers, if required, suitably positioned throughout the space. Final size and the position of all speakers must be determined in consultation with UPEI ITSS AV during the design process. Proper room audio equalization is required for each installation. Typically, this is accomplished via DSP or external analogue equalizers.

Wall mounted speakers are to have brackets fitted allowing adjustment of the speakers in both the horizontal and vertical plane and allow the speakers to be locked into position.

## 8.2 Microphones

In all major teaching spaces and meeting places a wired lectern or podium microphone will be installed.

Where applicable, all wireless microphones are to be of the type that are powered by standard user replaceable batteries.

The wireless microphone transmission frequency must be compatible with Canadian audio frequency standards and should be operated within a legal radio frequency range, clear of 3G/4G telecommunication transmissions, digital TV transmissions, and free from local

interference. Ideally the units operate within a selectable range of frequencies appropriate for Canada.

### 8.3 Hearing Augmentation

Hearing augmentation/assistive listening systems at UPEI shall be installed with coordination/consultation from UPEI ITSS AV, Facilities, and Accessibility Services.

The hearing augmentation systems shall be professionally designed and installed by contracted experts with test results, for audit purposes, that the installed system meets or exceeds the current standards.

The supply and installation of any hearing augmentation system into a teaching space is to comply strictly with the following:

- Hearing augmentation system must be installed in all teaching spaces with audio visual systems and all major publicly accessible venues with audio reinforcements and shall be clearly labelled with appropriate signage
- The type of hearing augmentation system to be installed is based and the venues individual variables as meeting rooms and classroom are often closely adjacent and special care must be taken as to ensure that coverage fields do not overlap.

For new buildings an ultra-low spill under carpet inductive loop is the preferred option however in the situation of many Universities, classrooms are often adjacent and special care must be taken to ensure coverage fields or hearing augmentation systems do not overlap.

Other hearing augmentation technologies include infrared and RF systems

### 8.4 Audio Mixer

The audio mixer will accommodate combinations of microphones, providing phantom power as required, and balanced and unbalanced audio signals.

The size and the type of audio mixer shall be determined on the required amount of inputs and outputs however additional outlets are required for any future expansions. Typically, an audio mixer will have two free input and two free outputs for future usage.

Typical inputs into audio mixer include but not limited to:

- Wired and wireless microphones
- Sources devices such as PCs, Blu-ray, laptops, video conferencing codecs, external audio feeds
- Video switchers.

Typical outputs from the audio mixer include:

- Program audio left/right room
- Speech out
- Program re-enforcement delay channels
- Videoconference output
- Lecture capture output
- Recording output

- External feeds.

### 8.5 Audio Amplifiers

All audio amplifiers are to be a high-quality power amplifier matched to the power requirement of the installed speakers and are to be of appropriate power to provide sufficient sound levels for the audience.

The installation of the audio amplifier requires careful consideration in its location taking into account heat generation and ventilation. Heat generation may affect the operation surrounding equipment therefore sufficient ventilation and physical space is to be adhered to.

### 8.6 Source Equipment

Source equipment is audio visual devices which aid the presenter during the presentation such as a PC, laptop, document camera Blu-ray player, etc. Source equipment will be individually specified for each space in consultation with UPEI ITSS AV during the design process. Typically, these units are readily and easily assessable to all users and may require additional mechanical or electronic security measures as deemed suitable by UPEI ITSS AV.

#### 8.6.1 Resident Computer

The resident computer will be integrated as part of the installation generally in the lectern joinery. The monitor, keyboard and mouse are to be hardwired to rear USB ports of the computer. Velcro stripping will ideally be used to secure the pc to shelf firmly in place but still be able to be removed for servicing or swap out.

In some instance there may not be joinery, such as meeting rooms, therefore a resident microcomputer may be installed on the wall adjacent or just behind flat panel displays.

Easy access is required to the resident computer by the user to install media such DVDs, USB drivers or to switch the unit ON/OFF from the power button.

Resident computer specification will be determined by ITSS AV depending on application and location.

#### 8.6.2 Laptop Provision

A laptop provision will generally be installed in a table box within the teaching joinery or podium.

A standard laptop provision will include as a minimum:

- a GPO for powering the portable device
- a wired network connection
- a HDMI & VGA connection.

The HDMI, VGA and wired network cables will include pull through cables with sufficient length to connect devices without tension on the cables.

### 8.6.3 Document Cameras

The visualizers or document cameras have to a large extent replaced the overhead projectors and are now controlled from the integrated control system for ease of use. Document cameras enable the presenter to display printed documents, handwritten annotations and 3D objects.

Document cameras are installed across all UPEI teaching spaces and are to include:

- 1920x1080p native resolution
- Light sources
- HDMI output
- Optical zoom.

### 8.6.4 Wireless Presentation Tools

A professional wireless presenter tools allows a presenter or student to connect their BYOD devices such as laptop, tablet, smart phone, etc. to the local display in the room via the UPEI Wireless network and may be either a hardware or software solution.

Wireless presenters installed across UPEI teaching spaces and are to include:

- 1920x1080p native resolution
- LAN Control
- HDMI Output

***Apple TV are not to be used as a wireless presentation device and are not to be connected to the UPEI ITSS network without strict instruction from ITSS.*

### 8.6.5 Blu-ray Player

Blu-ray/DVD players are generally only installed in major teaching spaces but maybe integrated into other teaching, meeting and event space as required however multi-region capability needs to be considered.

# 9 Physical Requirements for Teaching Spaces

## 9.1 Equipment Racks

Audio visual equipment is typically mounted in standard 19-inch racks with access to both the front and back of the equipment. All equipment, where possible, will have rack ears for mounting. However, in the instance where a cantilever shelf must be used, the correct size and weight rating shall be provided for mounting the equipment and are to be firmly secured to minimize the possibility of unauthorized removal.

Provision must be made for power and data access to this space and maintenance of interconnecting signal cables. There is be sufficient power in the rack to power all the equipment.

A suitable number of AC rack mounted power rails and standard rackmount power rails with power overload switch shall be provided to connect all AV equipment, inclusive of monitor, charging docks, document cameras, etc. AC power cabling shall be run separately to signal cable. The use of standalone power boards inside a rack is not permitted. Only approved rack cabinet PDUs (Power Distribution Unit) are to be used.

All racks, housings and equipment shall be installed level, plumb and square. The provision must be made to secure this equipment in a way which allows access to loading slots, trays and connectors.

## 9.2 Joinery Rack

In all spaces where audio visual equipment is to be fitted within in-room cabinetry, lockable, ventilated, purpose designed space must be reserved for rack mounted equipment. Equipment rack door locks will be keyed to UPEI ITSS rack key(s) and will be made available to ITSS AV.

Where rear access cannot be provided, joinery must allow the rack to be easily slid out for servicing. There must be no plinth or separate cupboard floor and there must be sufficient width and depth (clear of obstructions such as hinges or having to remove the door) for the rack and bulky loop of cables.

Rack frames for integration into cabinetry are suitable for racks up to 18RU. For racks and rack frames that are mounted off the floor, wheels are be fitted to the underside to support the weight of the equipment and ease access for support technicians.

Flat pack/knock together style racking is not acceptable unless authorization has been provided UPEI ITSS AV.

## 9.3 Lecterns

Lecture benches or lecterns are typically designed to provide an ergonomic standing work surface and shall include a PC monitor, keyboard and mouse, a laptop provision and button panel controller allowing the presenter to control the audio-visual system within the room.

The audio-visual equipment required for teaching is to be securely mounted in a 19” rack frame and installed within the cabinetry.

It is essential that any cupboards or rack enclosures are provided with ventilation slots at the bottom (to draw in fresh air) and at the top (to exhaust hot air).

All lockable sections of the lectern shall be keyed alike with the UPEI ITSS standard key(s) and are to come with a minimum of 2 keys per lock. The open sections shall be for user accessible playback devices such as PCs, Blu-ray player and shall include some form of physical security system.

Suitable cable paths throughout a lecture bench shall be provided. Final lecture bench design should be determined during the design consultation process.

All power and network outlets required for connection to the AV equipment must be provided inside the lecture bench cupboard space and should where possible be run out of the wall, with the outlets positioned at standard outlet height. A cable path should be sufficient in capacity to allow for all of the signal cables and future expansion, typically 2 to 4 x 50 mm diameter conduits.

## 9.3 Typical Lectern Configuration

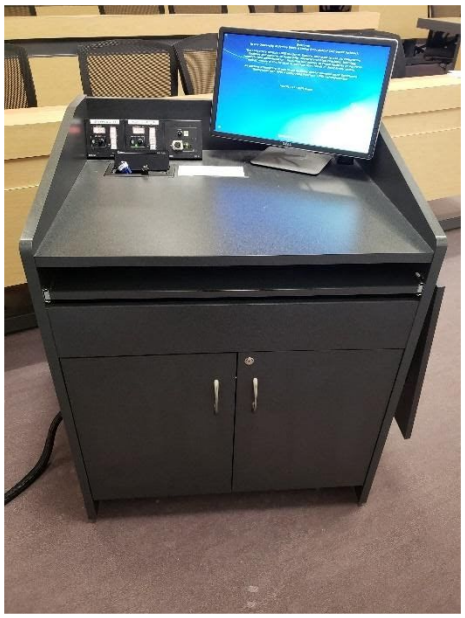
A typical teaching lectern consists of the following equipment to aid in teaching:

1. A resident PC with wired keyboard, mouse and monitor and easily accessible USB ports
2. Document camera (Depends on location)
3. BYOD connectivity include HDMI, VGA, network and mains power
4. Wireless microphone (Depends on location)
5. AV panel controller

## 9.4 Lectern Layouts

### Single Projection/Screen Classroom

## Dual Projection/Screen Classroom



**Lectern Equipment Configuration**

# 10 Cabling Standards

Wiring materials and standards of workmanship shall fully comply with the relevant documents of Canadian Electrical Code, including subsequent amendments applicable to any part or item forming part of the installation.

Where equipment is mounted on slides, wheels or castors, sufficient cable length must be provided to enable the item to be withdrawn to the limit while remaining fully operational and without stress on cables or connectors. Typically, cables terminating at the equipment racks or lecterns, depending on the installation, will have a service loop.

Velcro must be used to secure cabling at racks and cable ties may only be used to secure the termination point to the equipment. Cables terminating at the equipment, i.e. data projectors, speakers etc. must have 2 m tails provided.

Any in-ceiling cabling must be suspended above ceiling tiles on J-Hooks or cable trays.

At least one draw cable must be run from the AV bench to the ceiling space for use as a draw cable for future use.

All connections must be to industry standard. Connectors terminated on site are to be tested and of a high quality and professional standard.

## 10.1 Cable Labelling and Numbering

All connectors, patch leads, audio/video leads, controls, equipment and components, terminal blocks and equipment racks shall be permanently labelled no greater than 100 mm of the connector with a printed self-laminating label and orientated towards the service entrance of the rack.

Masking tape, insulation tape and hand written with permanent pen must not be used for labels and will not be accepted.

The proposed cable numbering system shall be submitted to the University for approval to ensure there is consistency with the ***Telecommunication System Technical Design Guidelines.***

***Telecommunication System Technical Design Guidelines can be found on ITSS intranet site.***

On completion of the work, an accurate cable schedule must be provided to UPEI ITSS AV department for archiving.

| Cable Type | Description | Naming Convention |
|---|---|---|
| Audio | mic, line, speaker, UTP | A001, A002, A003, ... |
| Video | composite, component, s-video, VGA, DVI, UTP | V001, V002, V003, ... |
| Combined AV | HDMI, Display Port, UTP, Fiber | AV001, AV002, AV003... |
| Control | RS-232, /422/485, Relay, IR, I/O | C001, C002, C003, ... |
| Data | USB, PS/2 | D001, D002, D003, ... |
| Network | Ethernet category cabling cat5/6/7 | N001, N002, N003, ... |
| Power | DC | P001, P002, P003, ... |

| | | |
|---|---|---|
| Future | any | F001, F002, F003, ... |

**Example of Cable Labelling**

### 10.2 AV Rack Cabling Specification

For consistency, reliability, ease of maintenance, the following specifications are to be adhered to for all AV Rack installations.

Cables entering a rack are to be firmly secured to cabinet casing at the cable entry point for tension relief. Cables are to be secured with Velcro ties every 300mm or less.

Cable terminating to equipment should have sufficient additional length to be able to move the equipment within rack if necessary.

### 10.3 Cabling Specifications

Cables terminating to equipment in the field, i.e. data projectors, speakers etc. must adhere to the

***Telecommunication System Technical Design Guidelines can be found on ITSS intranet site.***

# 11 WEB Conference Facility Design Standards

## 11.1 Physical Requirements for Teaching Spaces/Meeting space

### 11.1.1 Equipment Racks

Video conference equipment is typically mounted in standard 19-inch racks. Racks must provide convenient access to the front and rear of equipment. All equipment, where possible, shall have rack ears for mounting. If equipment is not suitable for rack mounting a minimum of a 1RU cantilevered shelf shall be provided to support each individual piece of equipment.

It is recommended that video conference end points are positioned at the highest position in the rack possible with no other equipment above and space below as this unit will produce considerable heat, this and will allow sufficient heat dissipation.

### 11.1.2 Camera Mounting

Video conference systems will require at least one camera to be mounted in the space to capture local participants to send to the connected sites.

In a meeting space with a central meeting table the camera should be mounted between the two display screens at eye line of the participants. This is usually at a height of 1.2m from the floor and centrally placed between the two displays or below a single display level with the bottom edge of the displays.

In a lecture theatre environment, the camera is placed centrally between the two displays and may be higher than in a meeting room as displays are generally higher on the wall to be seen by all people in the auditorium. This camera is to capture the audience allowing the far end to see all participants for a far end presentation or open discussion. In a lecture theatre it is standard that a second camera is placed at the rear of the room at approximately 2.2m from the floor to capture the presenter at the front of the theatre giving a presentation to the local audience and the connected sites remotely.

### 11.1.3 Dual Display

As content presenting is available to be shared between local and remote sites in a video conference it is standard that all endpoints are purchased with the dual display option. Installation in the space can be a number of possible options depending on the space and the user requirements.

Types of displays include:

- Dual projection
- Dual LCD panels
- Dual interactive white boards • Interactive white board and LCD panel
- Projection and LCD panel.

In meeting spaces, it is recommended that LCD panels be mounted 1.2m from the floor to the base of the panel for best eye line of seated participants. In lecture theatres the

recommended height is dependent on the size and layout of the space and is defined on a case by case basis.

### 11.1.4 Audio and Microphones

Clean audio free of echo is extremely important in a video conference setup. Audio in the space needs to be carefully considered to eliminate any additional noise. In a more complex environment, it may be needed to engage an outside professional acoustic engineer to supply an acoustic report of the space and to offer recommendations.

In meeting spaces with a central meeting table, a table top microphone is the standard, this is placed on the table in the room and will capture all participants around the table. The number of microphones required will be determined by the size of the room and table. There will be no in room audio reinforcement from this microphone and its audio will be sent directly to the connected remote sites.

Acoustic echo cancellation (AEC) is enabled on the either the endpoint or via a hardware based Digital Signal Processer (DSP) at both the local and remote sites eliminating any signal picked up by local microphones from sound reinforcement speakers in the room. If AEC is enabled through hardware DSP, AEC settings must be disabled on the video conference codec to not interfere with audio quality.

In lecture theatre spaces multiple microphones are usually available to allow for different presentation and teaching styles.

The types of microphones include:

- Lapel microphone
- Table top microphone
- Hand held microphone
- Gooseneck microphone.

A greater number of microphone sources makes audio processing much more complex and a DSP hardware device is essential to achieve quality audio. AEC is a more complex set up as a lecture theatre space being much larger will need considerable sound reinforcement to deliver quality audio to all participants in the space.

### 11.1.5 System Control

The control system within a space may vary depending on the complexity of the AV system the video conference unit must integrate with.

**Basic Meeting Room**

In the basic meeting room, the video conference unit is independent of any other AV equipment and these types of systems can be controlled with the remote control or the integrated panel.

**Advanced Meeting Room/Boardroom**

The advance meeting space has additional AV sources available in the space and will be controlled by a dedicated AV control system.

**Lecture Theatres**

As there are a large number of available sources in the lecture theatre environment this system is controlled via central AV control system.

### 11.1.6 Control interface

Full functionality of the video conference system is required via the central control panel to allow users to interact and control the video conference system.

### 11.1.7 Web Conferencing

Web conferencing options are available in select meeting spaces and from staff local desktops, laptops and mobile devices at UPEI.

#### 11.1.7.2 Zoom

**Zoom** provides a collaboration environment where internal or external staff can meet in a virtual online meeting space via email invitation. Meetings can include audio and video feeds from the presenter and the participants and meeting spaces will require a Web camera and microphone attached to the PC via USB connection. Desktop sharing and control sharing is available and can be passed between participants allowing collaboration; text chat is available for continuous communication throughout the meeting.

##### 11.1.7.3 Blended/Hybrid Learning

In select teaching areas, blended (or hybrid) learning technologies should be considered both for situations in which the facilitator is present in the classroom and also for situations in which the facilitator is remote.

# 12 Digital Signage

The standard digital signage installation is comprised of an LCD panel with attached Raspberry Pi running player software, installed in portrait or landscape orientation on a wall, ceiling or a stand. All content is controlled through a central web interface allowing publishers to schedule and upload content to attached players in public spaces and thoroughfares.

## 12.1 Digital Signage Hardware

The PCs are Raspberry Pi models and are either attached to the wall behind the panel or onto the panel bracket using supplied VESA mount with a HDMI cable connecting the PC to the flat panel display.

## 12.2 Network Requirements

For each of the digital signage solutions two data network outlets are required at each panel location and are both terminated to the device management network allowing the content to be sent to the PC from a central location. The second network connection allows ITSS to manage the flat panel display remotely.

## 12.3 Power Requirements

For each of the digital signage solutions two power outlets are required at each panel location for powering the flat panel display and for the signage PC.

## 12.4 Mounting LCD panel

The LCD panel will be mounted on a wall or pillar at a height that is suited for the application of the signage to allow ease of viewing for all people who may need to access the displayed information. Mounting brackets will have the provision for secure locking options in the case the panel is positioned in a vulnerable public location. Mounting brackets will provide ample space between the wall and the panel to allow for PC and appropriate ventilation. ITSS will determine mount type based on individual application.

In the case no wall or pillar fastenings are appropriate a pole will be fastened to the ceiling dropping through the tiles and the LCD screen will be attached to this pole, the pole will have adequate provision for all cable management internally.

If no fastenings are appropriate in the space to existing surfaces a free-standing option is available to mount the LCD panel and to place the system in the best position for viewing by people in the space. Cable management is necessary if the stand is away from walls and cables must not pose any tripping hazard.

# 13 Audio Visual Assets Standards - Information Security and Risk

## 13.1 Purpose

The purpose of this standard is to define requirements for the secure configuration of audio-visual systems that are owned and operated by UPEI. The effective implementation of this standard will minimize unauthorized access to University audio visual equipment.

## 13.2 Scope

This standard applies to all audio-visual equipment that is owned and/or managed by UPEI. This includes all controlled AV devices in teaching spaces, meeting spaces, and public areas.

## 13.3 Definitions

Audio Visual (AV) systems are composite systems of devices that are used for projection of audio-visual content. These systems are in use in teaching, meeting, mobile and public spaces throughout the University. They are often automated via a control panel to provide a simple, consistent user interface.

## 13.4 Roles and Responsibilities

The following University members have specific responsibilities to adhere to this standard:

**CIO, ITSS** is responsible for the approval and communication of this standard.

**Manager, Client Services** is responsible for ensuring that system administrators under their supervision fully understand this standard and comply with its requirements.

**AV & Client Services** are responsible for the implementation of this standard and ensuring all audio-visual standards are applied to all relevant systems across the University.

## 13.5 Audio Visual Standards

The following standards must be adhered to when deploying audio visual systems. Each standard may not be applicable to all audio-visual systems; therefore, any deviations or exemptions to this standard must be documented and approved by the **Manager, Client Services**

### 13.5.1 Authentication Strategy

- Audio Visual Services must develop and document authentication procedures for common Audio-Visual systems
- Audio Visual Services must communicate these procedures to AV integrators working on behalf of the University to ensure AV assets are secured and conforming to UPEI ITSS security policies.

### 13.5.2 Configuration and Connectivity

- All AV devices that support DHCP should have DHCP enabled. ITSS will create DHCP reservations and DNS entries to support all AV equipment.
- Authentication must be enabled on all AV assets that support it

- Default accounts must be removed/disabled, or their passwords changed to a value unique to all audio-visual systems and stored in UPEI password store
- Guest accounts (if any) must be disabled
- Control methods that are not specific to a manufacturer should be preferred.
- All devices must be updated to the latest stable version of firmware at the time of commissioning.

### 13.5.3 Operations and Maintenance

- Where possible remote access interfaces must only be accessible to ITSS Support to prevent users from accessing such interfaces

### 13.5.4 Physical Security

All audio-visual systems must be adequately secured to ensure they cannot be easily tampered with:

- AV equipment racks and cupboards must incorporate a locking mechanism and kept locked when not being maintained
- Publicly accessible devices e.g. located on lecterns, tables etc. should be physically restrained to prevent theft, where this does not impede the function of the device.

# 14 Equipment Connection Standard

## 14.1 Extron IN1604 FRONT

## 14.2 Extron IN1604 REAR

# 16 Definitions

| | |
|---|---|
| AEC | Acoustic Echo Cancellation - Echo suppression and echo cancellation are methods to improve voice quality by preventing echo from being created or removing it after it is already present. |
| ANSI | American National Standards Institute – Measure of light output of a projector |
| Assistive Listening System | A hearing augmented solution for users with hearing difficulties! |
| Audio | Digital or analogue audio signal |
| AV | Audio Visual |
| Audio Visual Integrator/Contractor | Any person or company commissioned by UPEI ITSS to perform work on UPEI ITSS audio visual systems other than UPEI ITSSITS AV staff. |
| Blu-ray | Common Digital Disc format for video, audio and data storage and playback |
| CODEC | A device capable of encoding and decoding a digital data stream, i.e. video conference, DANTE, etc. |
| IWB | Interactive Whiteboard |
| DSP | Digital Signal Processing |
| DVI | Digital Visual Interface – a common connection capable of delivering analogue and/or digital video |
| EDID | Extended Display Identification Data - a VESA standard data format that contains basic information about a monitor and its capabilities, including vendor information, maximum image size, color characteristics, factory pre-set timings, frequency range limits, and character strings for the monitor name and serial number. |
| HD | High Definition – UPEI ITSS currently maintain a High Definition video resolution of 1080p (i.e.1920 x 1080-pixel image display) |
| HDCP | High Bandwidth Digital Content Protection - an encryption protocol for copy-protected video content such as Blu-ray Disc and HD movie downloads. |
| HDMI | High Definition Multimedia Interface - digital AV interface that supports high resolution computer-video and HDTV as well as multiple channels of audio on a single cable. |
| ITS | UPEI ITSS- Information Technology Services, Audio Visual (AV) design staff or authorized representative. |
| LUX | Measure of the light falling on a given area. |
| Projection | An electronic device capable of receiving a video image from source such as a laptop, PC, Document Camera, Blu-ray, etc. and projecting it onto large projection surface. |
| PC | Personal Computer |
| PiP | Picture in Picture - Places several complete images on the screen at the same time |
| PTZ | Commercial grade camera with Pan, Tilt and Zoom capabilities |
| Large Format Flat Panel Display | Display screen monitor consisting of large flat display area powered by LCD, LED backlit LCD or plasma panels. Large format LCD panel is generally 32” display or greater |
| RS-232 | Standard for serial communication transmission of bi-directional data commonly used in AV for controlling AV devices in the field. |
| Screen Gain | How much light a surface reflects (1=100%) |
| Soft Codec | Device or computer program for *encoding* or decoding a digital data stream or signal |
| STP | Shielded Twist Pair – category cabling type |
| SFTP | Shielded Foil Twisted Pair – |
| Web Based Conferencing | Web conferencing enables the real-time sharing of computer screens, individual applications or web-based content among two or more computers or mobile devices. |
| Video | The moving images that are seen in a recording or broadcast |
| WXGA | PC display resolution: 1366 x 768 pixels |
| WUXGA | PC display resolution: 1920 x 1200 pixels |
| XGA | PC display resolution: 1024 x 768 pixels |

# APPENDIX 10

## Lab and Classroom Software Notice

# UPEI LAB AND CLASSROOM SOFTWARE NOTICE

In order to accommodate UPEI computer classroom and lab software adds, drops, or modifications for the 2024 fall semester, we have set a firm deadline of JUNE 01, 2024.

It is critical that you email requests to smahar@upei.ca by the date above indicating the following.

• New Software Requirements (Licensed or Freeware)

Provide both Software name and Vendor.

• Version Upgrades to existing software

*Are multiple versions required? If yes, please provide specifics.

• Software that can be decommissioned

**NOTE:**

• Software must be Windows 10/11 compatible.

• Software must be licensed as network installation. Single workstation installations cannot be accommodated.

Please begin to obtain/prepare any installation media (CD's, DVD's, thumb drives etc.) and related licensing information such as serial numbers. I will contact you after reviewing your email requests to coordinate a time to drop off media OR if file size permits, upload the installation file(s), zip them, if necessary, to Google drive and share for download.

**Please do not drop off any media to the ITSS Help Desk**.

The JUNE 01 / 2024 deadline is necessary to allow sufficient time to plan and implement the installation of new and upgraded software. This ensures our students will have the software resources they need. Any requests received after the deadline will be applied in the next round of software updates.

Below is a list of most software titles and versions that are *currently* installed in our computer labs and/or classrooms. Let us know if they are still required or if newer versions are needed.

If you have any questions feel free to contact myself, Stephen Mahar, smahar@upei.ca.

Thank you.

Microsoft Office O365
Stellarium 0.23
Open Office 4.1.14
Chrome
Firefox
Adobe Reader DC
Gimp 2.10.34
DaVinci Resolve 18.1
ACD Chemsketch 2022
Filezilla 3.64
Maple 2023
Zotero 6.0
Intelliu Community 2023.1
Topspin 3.0
Wolfram CDF Player 13.2
Flash Print 5.6
Jamovi 2.3
R Studio Desktop 2023
'R 4.3
Xvid 1.3.7
Matlab R2023a
Audacity 3.3.2
Yuja 12 (Classrooms)
Antidote 6.1 (Main)
Siemens Logo 8.1 (SSDE)
AutoCad 2024 (SSDE)
Ultramaker Cura 5.4 (SSDE)
OpenChoice Desktop (SSDE)
SciLab 2023
UCSF Chimera 1.17
WinSCP 5.21
Arduino 2.1
UCSF ChimeraX 1.6
Media Player 12
VLC 3
PASW (SPSS) 29
Minitab 21.4
M13 Ver 2.3
Turning Pont 9.0 (Classrooms)
Anaconda 2023.03 (SSDE)
Google Earth 7.3 (Classrooms/SSDE)
Skype 8.98 (Classrooms)
Fritzing 0.9 (Network)
Putty (Network)
MariePlus (Network)
Poll Everywhere 3.0 (Classrooms)
Avogado 1.2
wxMacMolPit 7.7
Praat 6.3
Boris 8.17
Ansys Granta 2023 (SSDE)
OceanArt 1.0 (SSDE)
Visual Studio 2010 (Classrooms)
AutoCad Electrical 2024 (SSDE)
TekVisa 4.1 (SSDE)
Logger Pro (Biology)
MCC DaqCD 6.74 (SSDE)
Tek Software (SSDE)
PyCharm Edu 2023.1
Pasco 2.6 (SSDE)
Schwarz Plugins 1.7 (SSDE)
SolidWorks 2023 SP3 (SSDE)
Arduino EMoRo (SSDE)
NI Labview 2023 (SSDE)
HomerPro 3.16 (SSDE)
NI ELVISmx 19 (SSDE)
Zoom 5.14 (Classrooms)
Qblade 0.96 (SSDE)
Inkscape 1.2
NI Labview RIO 21 (SSDE)
Gamess 2022 R2
ArcGis Pro 3.1 (SSDE)
ArcGis Desktop 10.8 (SSDE)
ChimeraX 1.5
Sniffy 3
Irfanview 4.62
Python 3.11.3
Vernier 5.16 (Biology)
iOLabs 1.8 (SSDE)
MSDN
AutoCad Mech 2024 (SSDE)
Kurzweil 14 (Accessibility)

# APPENDIX 11

## Electronic Information and Systems Policy

## 1. Purpose

The purpose of this Policy is to establish the responsibilities of members of the University community with respect to the acceptable use and security of the University's electronic information and the services, devices and facilities that store or transmit the University's electronic information.

## 2. Scope

This Policy applies to all University faculty, staff and students, as well as contractors or agents engaged by the University or any individual or organization who uses UPEI's Electronic Information and Systems, whether on-campus or remotely.

## 3. Definitions

3.1. **ITS Standards** mean standard operating procedures issued by the Chief Information Officer

3.2. **Systems** mean the services, devices, and facilities that are used to store, process or transmit electronic information. These include, but are not limited to:

3.2.1. computers and computer facilities;

3.2.2. computing hardware and equipment including servers, routers, and switches;

3.2.3. software including any and all desktop, server-based or cloud technologies;

3.2.4. mobile computing devices such as laptop computers, smartphones, and tablet computers;

3.2.5. electronic storage media such as CDs, USB memory sticks, and portable hard drives;

3.2.6. communications gateways and networks;

3.2.7. email systems;

3.2.8. telephone and other voice systems;

3.2.9. printers;

3.2.10. faxes;

3.2.11. building controls, radio systems and video surveillance.

3.3. **Unit** means a department, faculty, school, centre or institute of the University.

3.4. **Unit Head** means the head of a Unit including a head of an academic department, a director of a non-teaching unit or department, a director of a centre, institute or school, a dean, an associate vice-president, or the registrar, as the case may be.

3.5. **UPEI** or the **University** means the University of Prince Edward Island.

3.6. **UPEI Electronic Information** means electronic information needed to conduct University Business.

3.7. **UPEI Electronic Information and Systems** includes UPEI Electronic Information and UPEI Systems as defined herein.

3.8. **UPEI Systems** means Systems that are owned, leased or provided by the University.

3.9. **University Business** means activities in support of the administrative, academic, and research mandates of the University.

3.10. **University Executive** is currently defined as the President, Vice-President, Academic and Research, Vice-President Finance and Administration, Vice-President, People and Culture, and Chief Information Officer.

3.11. **Users** means University faculty, staff, students, as well as contractors or agents engaged by the University, or any individual or organization using UPEI Electronic Information and Systems, whether on-campus or remotely.

## 4. Responsibilities

4.1. This Policy is authorized by the Board of Governors.

4.2. The development, maintenance, implementation, administration and support of this Policy is the responsibility of the Chief Information Officer (CIO). Further, the CIO is responsible for:

4.2.1. developing and issuing the Information Technology and Security Standards (ITS Standards) and procedures, which shall be consistent with this Policy;

4.2.2. publishing the ITS Standards on the UPEI website for access by all Users;

4.2.3. reviewing the ITS Standards every two years, or at such other interval as the CIO determines appropriate.

4.3. The day-to-day administration of this Policy is the responsibility of the Unit Heads. These responsibilities include:

4.3.1. ensuring, as appropriate or required, that UPEI Electronic Information within their area of responsibility is maintained, transmitted, and stored in a secure and consistent manner that adheres to all relevant University policies and the ITS Standards;

4.3.2. authorizing access for individuals to UPEI Electronic Information and Systems within their area of responsibility;

4.3.3. renewing, retiring, and revoking User authorizations within their area of responsibility;

4.3.4. ensuring that, after consultation with the CIO or the CIO's designate, for appropriate application of technology and process, and other relevant departments, a business continuity plan is in place for the Unit to operate in the event of a UPEI Systems outage;

4.3.5. ensuring that breaches and potential breaches of this Policy occurring within their Unit are resolved and/or referred to the appropriate authority as provided in this Policy, and that where they are so referred, continuing to assist the investigation, preserving evidence where required;

4.3.6. ensuring that staff within their Unit are aware of and adhere to this Policy, and that they support the ITS Standards in the design, installation, maintenance, training, and use of UPEI Electronic Information and Systems;

4.3.7. working with UPEI Information Technology Systems and Services to make training and other information and resources necessary to support this Policy available to Users in their Unit;

4.3.8. taking immediate and appropriate action, as provided in this Policy, when they become aware of violations of this Policy, its procedures, or the ITS Standards.

## 5. Policy

*General*

5.1. All Users of UPEI Electronic Information and Systems are responsible for using them appropriately, responsibly and in accordance with this Policy, and maintaining their security.

*Acceptable Use of UPEI Electronic Information and Systems*

5.2. UPEI Electronic Information and Systems may only be used in a manner that is consistent with:

5.2.1. all applicable laws and regulations including, but not limited, to the *Criminal Code of Canada*, the Canadian *Copyright Act*, the P.E.I. *Freedom of Information and Protection of Privacy Act* and the P.E.I. *Human Rights Act*;

5.2.2. this Policy and other applicable University Policies;

5.2.3. the collective agreements with faculty and staff;

5.2.4. the terms of employment applicable to non-unionized staff;

5.2.5. the ITS Standards

5.3. **Personal Use**

Incidental personal use of UPEI Systems is acceptable provided that such use does not interfere with the User's job performance and is not a prohibited use as set out in paragraph 5.4 of this Policy or conflict with any other University Policy. Except for the foregoing, UPEI Electronic Information and Systems may only be used for University Business.

5.4. **Prohibited Use**

Prohibited uses of UPEI Electronic Information and Systems are any uses that disrupt or interfere with the use of the resources for their intended purpose. The following are representative examples of prohibited uses:

5.4.1. breaching applicable laws;

5.4.2. breaching University Policies;

5.4.3. sending threatening, harassing or discriminatory messages;

5.4.4. misrepresenting the User's identity as sender of messages;

5.4.5. intercepting or examining the content of messages, files, or communications without authorization;

5.4.6. infringing upon the copyright of computer programs, data compilations and all other works (literary, dramatic, artistic or musical);

5.4.7. infringing upon the legal protection provided by trademark law and the common law for names, marks, logos, and other representations that serve to distinguish the goods or services of one person from another;

5.4.8. making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others;

5.4.9. failing to maintain the confidentiality of passwords, access codes or identification numbers used to access UPEI Electronic Information and Systems;

5.4.10. seeking information on passwords or information belonging to another User without authorization;

5.4.11. accessing or examining other accounts, files, programs, communications or information without authorization;

5.4.12. destroying, altering, dismantling, disfiguring or disabling UPEI Electronic Information and Systems without authorization;

5.4.13. damaging or altering the hardware or physical components of UPEI Electronic Information and Systems without authorization;

5.4.14. attempting to circumvent security controls on UPEI Electronic Information and Systems without authorization;

5.4.15. knowingly introducing malware;

5.4.16. engaging in any uses that result in the loss of another User's information without authorization.

5.5. Any breach under paragraph 5.4 must be immediately reported to the CIO and the Vice-President responsible for the area affected by the breach or the President.

5.6. Nothing in paragraph 5.4 shall be construed as preventing or restricting duly authorized system administrators or other authorized personnel or contractors from carrying out their duties.

*Security of UPEI Electronic Information and Systems*

5.7. All Users must comply with the ITS Standards established under this Policy regarding the security of UPEI Electronic Information and Systems.

5.8. Any User or Unit that seeks to deviate from the ITS Standards are required to obtain written authorization of the CIO before proceeding.

5.9. Where the ITS Standards do not address the reasonable requirements of a User or Unit's use of and access to UPEI Electronic Information and Systems, the Unit Head may submit a request to review the ITS Standards to the CIO.

5.10. A User or Unit that seeks to deviate from the ITS Standards is required to obtain written authorization of the CIO before proceeding.

## 6. Use of Non-University Systems for University Business

6.1. To maintain the security of UPEI Electronic Information, Users intending to conduct University Business using Systems other than UPEI Systems must do so in accordance with the ITS Standards. If the User's intended use is not considered under the ITS Standards or under this Policy, the User must obtain the CIO's approval before proceeding. The CIO may reject the request if the intended use goes against this Policy.

## 7. Privacy of Users

7.1. Since paragraph 5.3 of this Policy allows the incidental personal use of UPEI Systems, the University recognizes that these resources may contain records relating to personal use, e.g. personal emails, documents, voicemails, text messages, and records of internet and social media use (Personal Use Records).

7.2. While the University takes reasonable measures to back up information and protect it from loss, the University cannot guarantee that Personal Use Records will be retained in the UPEI Systems. Users are encouraged to store them separately from UPEI Electronic Information and back them up on a regular basis.

7.3. Users should understand that the University routinely monitors network transmission patterns such as source/destination, address/port, flags, packet size, packet rate, and other indicia of traffic on UPEI Systems. University system administrators and other technical personnel also perform routine maintenance of UPEI Systems. This routine monitoring and maintenance may unintentionally reveal Personal Use Records.

7.4. The University may access Users' records in relation to University Business in accordance with the procedure set out in the ITS Standards.

7.5. The University will only intentionally access, use or disclose Personal Use Records in accordance with the procedure set out in the ITS Standards.

7.6. Users should be aware that electronic information may still be retrievable even if it has been deleted by the User.

7.7. The University may, in accordance with this Policy, retrieve or reconstruct Personal Use Records generated, stored, or maintained on UPEI Systems even after they have been deleted.

## 8. Non-Compliance

8.1. If a User becomes aware that UPEI Electronic Information and Systems are not being used appropriately, the User shall bring this to the attention of the relevant Unit Head or to the CIO so that appropriate action can be taken to address the situation.

8.2. Users who breach this Policy may be subject to the full range of disciplinary actions under UPEI Policies, UPEI faculty and staff collective agreements and prevailing legislation. In addition to any other sanctions that the University may impose in the event of a violation, the University may restrict or withdraw the User's access to UPEI Electronic Information and Systems, including computing privileges and network access.

## 9. CIO Authority

9.1. The CIO or the CIO's designate have the authority to investigate suspected or alleged non-compliance with this Policy or the ITS Standards on behalf of the University. The CIO will assess the significance of any alleged non-compliance, and determine a course of action through consultation with appropriate University Executive. Serious non-compliance will be referred to the appropriate disciplinary body or process, in accordance with UPEI Policies, UPEI faculty and staff collective agreements and prevailing legislation.

9.2. The CIO or the CIO's designate have the authority to enact emergency measures, the sole purpose of which is to contain a serious situation or mitigate a serious risk. Examples of such situations include, but are not limited to:

9.2.1. damage to University property has occurred or is likely to occur;

9.2.2. the integrity of the campus network or computing infrastructure is in jeopardy;

9.2.3. an individual's personal safety, or the privacy of personal or confidential information, is threatened;

9.2.4. there has been an alleged violation of the law.

9.3. Immediate emergency measures may include immediate restriction in or a complete suspension of a User's access to UPEI Electronic Information and Systems, and/or disconnection of a system or device which threatens the security or integrity of UPEI Electronic Information and Systems. Such measures will remain in effect until it has been determined that the non-compliance has been appropriately dealt with and any risks have been mitigated or eliminated.

9.4. The CIO will report to the President or the President's designate all instances of emergency measures taken as soon as it is reasonable to do so.

## 10. Review

10.1. This Policy is to be reviewed every five (5) years.

# APPENDIX 12

# ITSS System Maintenance Standard

# ITSS System Maintenance Standard

## Standard for the scheduling and notification of system maintenance

Change Log:

| Version | Date | Comments |
|---|---|---|
| 1.0 | June 17, 2016 | First draft (Doug Burton) |
| 1.0.1 | July 3, 2016 | Minor edits |
| 1.02 | January 3, 2017 | Feedback from ITSS |
| 1.03 | Jan 24, 2017 | Minor edits |
| 1.04 | July 26, 2019 | Minor edits |

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# Overview

This document defines the scheduling and notification/communication of system maintenance between ITSS and the UPEI Campus Community. It provides ITSS contact and escalation information and an overview of scheduled and emergency system maintenance. ITSS is responsible to revise this document and communicate to the UPEI Campus.

# ITSS contacts

| | **Name** | **Email** | **Phone** |
|---|---|---|---|
| **First point of contact** | Helpdesk (8am - 4pm, M-F) | helpdesk@upei.ca | (902)-566-0465 |
| **Escalation 1** | Doug Burton - Manager Administrative Solutions | dburton@upei.ca | (902)-566-6488<br>(902)-394-7172 (C) |
| **Escalation 2** | Dana Sanderson - CIO | dsanderson@upei.ca | (902)-894-2800<br>(902)-388-8411 (C) |

# Regular maintenance Windows

ITSS regular maintenance windows are a list of available maintenance windows and does not mean a maintenance would occur every scheduled window. ITSS would only schedule maintenance window as they are required and the UPEI Campus would receive advance notice for all planned maintenance.

The table below shows the weekly and monthly maintenance windows that ITSS uses as a schedule for IT System/Network maintenance . Any deviations from this schedule will be noted in a systems entry in the ITSS Service Catalog.

| **Day of maintenance WIndow** | **Hour of maintenance** | **Total maintenance Window** |
|---|---|---|

| | Window | Time |
|---|---|---|
| Monthly Maintenance<br>● 3rd Saturday of Each Month | 6:30 pm to 12:30 am | 6 hours |
| Weekly Maintenance<br>● Wednesday | 8:00 pm to 1:00am | 5 hours |

## Planned Scheduled maintenance communications

ITSS will notify the UPEI campus of all maintenance to the major IT systems related to infrastructure changes and/or software changes/updates. Maintenances covered under this policy include ***Planned Scheduled maintenances and Emergency maintenances***. If the maintenance affects a specific site or system, only the affected stakeholders would be notified. If the maintenance affects all site locations (i.e. campus wide) this will be communicated to the whole UPEI campus.

Regular system maintenance will be planned, scheduled and communicated to the UPEI Campus according to the following procedures:

- Established change management practices will be followed for all scheduled maintenance.
- 3 weeks prior to a scheduled maintenance, ITSS will send all related details to the UPEI Campus to ensure everyone is aware of the upcoming maintenance. Methods of communication will include Campus Notices and a MyUPEI posting.
- All planned and unplanned service interruptions will be announced on the ITSS web site. In the case of unplanned service interruptions, the site will be updated with progress information and the estimated time the service will be restored as more details become known.
- ITSS will send a reminder notice each week.
- ITSS will send a reminder notice both the day before and the day of system maintenance.

## IT System “Brownouts”

In order to ensure continuity of service for the start of the fall and winter semesters, and during exams, ITSS minimizes any changes that would impact students during the following timeframes:

- ***Last week of August & first two weeks of September***
- ***Final exams (1 week prior until 1 week after the last scheduled exams)***
- ***First two weeks of January***

This is known as a “brownout” and during this time ITSS will minimize any changes to our major student facing systems such as Moodle, MyUPEI, Wireless access etc.

## Emergency maintenance

In the event that ITSS needs to perform emergency maintenance on a system we will send out a communication as soon as possible to the Campus, and strive to perform the maintenance off of regular business hours. During an emergency the following procedures will be followed:

- ITSS will send out a notification as soon as possible.
- The ITSS web site will display the most up-to-date information about the interruption as it becomes available.
- ITSS will communicate the status of the system maintenance at regular intervals - no less than every 2 hours, and will provide the best known estimate of when service will be restored.
- ITSS will send a notice when normal operation has been restored.

## Appendix A - List of major IT systems at UPEI which adhere to this standard & 2018 maintenance schedule

1. MyUPEI & Colleague

2. Wireless network service
3. Wired network service
4. Internet service
5. File and print sharing
6. Gmail and GSuite for Education
7. Moodle
8. RxWorks
9. O365
10. UPEI Website

# Appendix B - Sample communication to campus

## Scheduled Outage
## Emergency maintenance on UPEI login services today (Apr. 26) beginning at 2 p.m.

**Current Status:** Initial Posting
**Campus Affected:** UPEI Campus
**Systems Affected:** MyUPEI, Moodle, Email
**Outage Times:** Apr 26 2017, 02:00 pm - Apr 26 2017, 02:30 pm

### Details

Today (Wednesday, Apr. 26) from 2 p.m. until 2:30 p.m. (30 minutes), ITSS will be performing emergency maintenance on UPEI's login services.
During this time, faculty, staff and students may receive an error message when trying to access UPEI services that require you to log in, including:

- Listing of affected services...
-

If you receive an error message while logging in to a service, please wait at least 10 minutes and try again until you are successful.
If you have any questions, please contact the ITSS Help Desk at xxx .

# APPENDIX 13

## Wireless Network Management Standard

# Security Standard
# Management of the Wireless Network

| Version | Date | Comments |
|---|---|---|
| 1.0 | February 2024 | First Draft |

## OVERVIEW

*UPEI* makes use of radio frequency bands for research, teaching, and communication as part of its functions and duties. The UPEI wireless network, provided by *UPEI ITSS*, is part of UPEI's telecommunications and data network. Devices that operate in the same frequency bands as the *UPEI* wireless network, such as wireless networking devices, cordless phones, microwave ovens, audio speakers, still cameras, video cameras, and other equipment, can interfere with the *UPEI* wireless network, and can introduce performance, reliability, usability, sustainability, and security problems.

## PURPOSE

*UPEI ITSS* has responsibility for the *UPEI* wireless network and must be empowered to resolve electromagnetic interference with the *UPEI* wireless network in order to ensure the highest level of service while minimizing support costs.
*UPEI IT* provides wireless network connectivity in which reliability, usability, sustainability, security, and cost are all important factors.

## SCOPE

1. **Locations and Devices Affected by This Standard**
    - This standard governs the deployment and use of electronic devices that operate in any license-exempt radio frequency band used for high-speed wireless network connectivity (which for the sake of clarity include the 2.400-2.483, 5.15-5.35, 5.470- 5.725, and 5.725-5.825 GHz bands).
    - This standard applies in all areas where wireless access points installed by *UPEI IT* provide wireless coverage.

The Chief Information Officer is responsible for the interpretation of this standard. This standard is issued under the authority of the UPEI Electronic Information and Systems Policy.

## STANDARD

If *UPEI IT* detects electromagnetic interference with the *UPEI* wireless network, or with teaching or research activities, it may act to identify and evaluate devices that might be causing the interference, and in doing so may request that any device capable of electromagnetic interference:

- not be used and be disconnected and/or powered off until the interference is eliminated; or
- be temporarily deposited with *UPEI IT* for testing and evaluation.

If, *UPEI IT* determines that a device continues to interfere with the *UPEI* wireless network, or with teaching or research activities, and is causing any of the following problems:

- security or confidentiality concerns (which may include concern about theft of services);
- reliability issues (which may include data loss, bandwidth, speed, coverage, up-time, and security); or
- significant maintenance or operating costs;

Then *UPEI IT* may act to address the problem by:

- disabling services or access points;
- disconnecting the device or cables;
- requiring removal of the device; and/or temporary deposit of the device with *UPEI IT*; or
- agreeing to undertake, at the request and cost of the owner or operator of the device, to alter the *UPEI* wireless network or the device to address any of the problems outlined above.

# APPENDIX 14

## Computer Modernization and Replacement Program Standard

# UPEI Computer Modernization and Replacement Program (CMRP)

| Version | Date | Comments |
|---|---|---|
| 1.0 | February 2024 | Annual updates |
| 1.1 | July 2024 | Update to computer buy back standard |

## OVERVIEW

The total cost and support of any technology asset goes well beyond the initial purchase and extends throughout the entire lifecycle of the asset to include all support and maintenance activities for its expected lifespan.

The goals of modernization and standardization are multi fold:

- Ensure that all full-time faculty and staff members who use computing resources in their positions have access to a computer of sufficient capability to support **basic computing needs*** in fulfillment of their work responsibilities.
- Ensure that appropriate computing resources are available in departmental computing facilities and university offices in support of UPEI's mission;
- Ensure that computer systems have sufficient capacity and compatibility to meet – UPEI's operational needs;
- Establish and manage a centralized budget which provides basic computing resources for university employees;
- Streamline the specification, acquisition, and deployment of new equipment and redeployment or disposal of older equipment
- Ensure security of electronic information;
- Streamline software image deployment across the fleet of campus computers;
- Simplify the ongoing management, patching, and support of those computers utilizing the UPEI network.

* ***"Basic Computing Needs"*** *include word processing, electronic messaging, library access, Internet (web) access, spreadsheet, reporting, and basic institutional data access.*
*Other specialized needs, such as secondary computers, advanced hardware, research needs, and other specialized needs must be funded from departmental budgets or from research funds. These guidelines*

*shall apply to the replacement cycle for all desktop and laptop computers at UPEI. ITSS (Information Technology Systems & Services) has authority and is responsible for the approval of "nonstandard" equipment that uses any part of the wired or wireless UPEI network. Security and network protocols will be required and will be evaluated on a one-by-one basis.*

The CMRP will fund only one computer (desktop or laptop) per faculty or staff member. Please refer to "ITSS desktop and printing standards" in MyUPEI for details on computer specifications.
***It is up to the discretion of the ITSS department to determine whether a new computer is required rather than a refurbished computer. Exceptions can be made by ITSS if circumstances warrant.***
Should a user have a demonstrated need for a non-standard desktop or laptop, funds from the CMRP will be provided equal to the value of a standard desktop or laptop configuration. The balance of the funds is required to be provided by the requesting Faculty or Department.

## QUALIFIED PARTICIPANTS

ITSS maintains an inventory of UPEI computers, and each fiscal year a target group of computers is identified for replacement via the CMRP program. ***Replacement computers may be either new or refurbished from the ITSS inventory.*** ITSS will coordinate with departments the installation of staff/faculty computers based on this prioritized list.

Provided they require computing resources in their position the following individuals are eligible to participate in the CMRP:

- Full-time staff
- Full-time faculty

Note that part-time employees and sessional instructors are not covered by the CMRP program and as such will have to utilize departmental budgets for their computing needs. This program does not cover AVC (Atlantic Veterinary College), Research or Ancillary services staff/faculty. ITSS has the discretion to supply computers to non CMRP staff/faculty in special cases.

## STANDARD CONFIGURATIONS

A list of the currently available standard configurations will be available on the ITSS site in MyUPEI.

## ACQUISITION & SUPPORT

All procurement of UPEI computers (and printers) will be conducted by ITSS, via online order forms found on MyUPEI .
All computers purchased using any UPEI funds (including PDTR) are property of UPEI, unless otherwise stipulated by specific written contract. through external funding agencies.
ITSS will:

- Define a standard computer and determine the technical features required on UPEI desktop and laptop computers to meet the specific organizational needs of UPEI.
- Recommend and approve purchases for the standard computer according to applicable UPEI policies, rules of UPEI procurement as well as the University's compliance with the Atlantic Procurement Act and PEI Public Purchasing Act (and other governing bodies).
- Select appropriate computer equipment vendors and provide assistance and network resources so that the computers assigned to UPEI offices have sufficient capacity to meet the needs of assigned job responsibilities.

- Maintain an accurate inventory of all University computers to track computer assets and identify computer equipment slated for replacement in a way that supports resource planning and gives priority in future replacement cycles to those computers not upgraded or replaced due to funding limitations.

Schedule, coordinate and execute the replacement process while complying with applicable rules and regulations for the acquisition and redeployment of the equipment involved in replacement activities.

Computing resources ordered through the CMRP are installed by ITSS on a priority basis. Every effort will be made to provide a flexible installation schedule that causes minimal interruption.
ITSS will communicate and arrange the logistics needed to complete the replacement process. This includes, but is not limited to:

- Providing notification to Faculty/Department Representatives, in a timely manner, the need for replacements and informing them of the known aspects of applications that may be affected by those changes.
- Working with each department's contact personnel to facilitate the replacement process while maintaining continuity of critical business functions.
- Working with appropriate department personnel to test equipment and make necessary adjustments to applications as required by the replacement process.
- Arranging for or providing assistance and instructions as necessary to assist users in transitioning to the new equipment.

ITSS supports standard configurations as outlined on the ITSS site in MyUPEI. Warranty support is available for standard configurations. ***Note that Apple products do not have warranty support due to Apple no longer having local PEI support. Any warranty support for these devices require shipment to an authorized Apple warranty depot at the Faculty/Department cost.***

## COMPUTER REPLACEMENT AND REDEPLOYMENT

Equipment purchased or replaced with university funds are the property of UPEI, not of the department or individual. ***Departments are required to surrender a like computer for each computer installed under CMRP.*** This includes any special monitors, keyboards, add-on cards, etc. that were purchased as a part of the original purchase. Departments may not repurpose existing departmental computers within the department to expand the number of computers supported.
All computers slated for replacement will be assessed by ITSS to determine the feasibility of redeploying units. If units are deemed appropriate for redeployment, ITSS will:

- Identify units in ITSS;
- Clean and re-image computers;
- Load appropriate anti-virus software on computer;
- Deliver and install computer to requesting faculty or staff – joining to UPEI's network;
- Transfer the asset in ITSS Computer Inventory list;
- If units are deemed inappropriate for redeployment, ITSS will:
- Clean computer and breakdown (take apart) in order to identify working parts
- Securely recycle/dispose of remaining parts

Note that all computers and other IT equipment must be returned to ITSS for redeployment or secure disposal. There is no option to purchase this equipment upon retirement. The only exception to this standard are computers purchased by faculty via PTDR (in accordance with the UPEI Faculty Association Collective Agreement).

## PURCHASE AND REPLACEMENT OF GRANT-FUNDED EQUIPMENT

Individuals and departments pursuing grants for computing equipment or grants that include computing equipment should consult with ITSS prior to the purchase for configuration approval. Since many grant-funded projects are temporary in nature, grant funded equipment is not automatically placed on the replacement cycle. Computing equipment that is purchased with grant funds will become part of the computer inventory of the University and will be installed, networked, and supported by ITSS staff. Funding for replacement of grant-funded equipment is subject to agreement between the offices of the VPAR, VPAF and CIO.

Faculty members with funds from research awards, startup funds or PDTR may use these funds to purchase computers and equipment exceeding the norm of one per employee for office or lab use. The equipment is a university owned asset and is not placed on the replacement cycle.

Computer purchases funded through grants, external programs or other budget resources will be inventoried and will adhere to UPEI IT policies unless otherwise stated in the granting agencies contract.

## EXCEPTIONS

In the event standard equipment does not meet a specific computer resource requirement, such as in the requirement for a specific hardware platform, the department may request an exception to the standard. ***Requested upgrades to the standard configuration will not be processed without approval by the Dean or departmental Director, and ITSS.*** Faculties/departments must fund every exception/upgrade. Exceptions are granted on an as-needed basis at the discretion of the person with budget authority and require ITSS approval.

Exceptions to this computer replacement policy should meet the following criteria and will be evaluated as follows:

- Technical Justification – Evaluated based on documented manufacturer's technical requirements for hardware, software, and peripherals.
- Legal or other mandate – Evaluated based on technical, cost, or other factors identified by the request initiator with approval as needed.

In such cases, ITSS will work with the Faculty / Department units and their administration to resolve issues involved and, when appropriate, will assign temporary desktop computers as needed based on the availability of suitable machines.

## RESPONSIBILITY FOR EQUIPMENT

Each employee is responsible for taking reasonable precautions regarding UPEI owned computer equipment. Employees or their departments will be held responsible for damage to such equipment arising out of their negligence or misconduct. Equipment should remain in the location where originally

installed unless other arrangements are made with ITSS. Individuals or departments experiencing loss or damage to university owned computers should contact the ITSS service desk immediately.

The Chief Information Officer is responsible for the interpretation of this standard. This standard is issued under the authority of the UPEI Electronic Information and Systems Policy.

# APPENDIX 15

## New Course Proposal Form

UNIVERSITY of Prince Edward ISLAND

**Academic Planning and Curriculum Committee**
Click here to enter a date.

## NEW COURSE PROPOSAL

**Motion #**

Faculty: **Choose an item.**

Department/Program(s): **Click here to enter text.**

**MOTION: Click here to enter text. Please refer to the example motion provided.**

| | |
|---|---|
| Course Number and Title | Click here to enter text. Maximum 40 characters for course title. |
| Description | Click here to enter text. Maximum allowance 100 words. |
| Cross-Listing | Click here to enter text. |
| Prerequisite/Co-Requisite | Click here to enter text. |
| Credit(s) | Select number of credits. |
| Notation | Click here to enter text. |

**This is**: Choose an item. **Grade Mode**: Choose an item.

**Evidence of Student Interest and Anticipated Enrolment**: Click here to enter text.
Click here to enter text.

**Rationale for New Course**: Click here to enter text. **Effective Term**: Fall 2026

**Implications for Other Programs**: Click here to enter text.

**Impact on Students Currently Enrolled**: Click here to enter text.

**Resources Required (i.e. personnel, Library, lab space, operating funds)**: Click here to enter text.

**Contingency Plan (if required resources are not secured. Approval of this form does not imply budgetary approval):** Click here to enter text.

**In offering this course will UPEI require facilities or staff at other institutions**: Choose an item.
*If yes, please explain.* Click here to enter text.

| ***Authorization*** | ***Date:*** |
|---|---|
| Departmental Approval: Click here to enter name of approver. | Click here to select approval date. |
| Library Approval: Click here to enter name of approver. | Click here to select approval date. |
| Faculty/School Approval: Click here to enter name of approver. | Click here to select approval date. |
| Faculty Dean's Approval: Click here to enter name of approver. | Click here to select approval date. |
| Graduate Studies Dean's Approval: Click here to enter name of approver. | Click here to select approval date. |
| Received by the Registrar's Office: Click here to enter name of approver. | Click here to select approval date. |

## NEW COURSE PROPOSAL

Motion #

### LIBRARY RESOURCE REQUIREMENTS FOR A NEW COURSE PROPOSAL

Click here to enter text.

*To be completed by the liaison and/or collections librarian.*
***Note that the submitting program is required to allow the library staff two weeks to complete this.***

Existing resources:

- Collections – Print books, Ebooks, other physical media, other online media, subscriptions, other
- Interdisciplinary packages that include content that support this course
- Physical Space in Library (other than collections, explain)
- Library Administrative/Research Support

New resources needed to support this proposal:

- Collections:
  - Monographs
  - Subscriptions/Databases
  - Other including potential Open Educational Resources (OERs)
- Physical Space in Library (other than collections, explain)
- Library Administrative/Research Support
- Other One-Time or Ongoing Library expenses (e.g. software licenses, explain)

Summary of additional budget allocation required:

- First year startup: $ ____ in first fiscal year the course/program is offered
- Additional startup years: $____ in second year, $____ in third year….
- Annual: $_____ in addition to the startup figure(s) above starting in the fiscal year AFTER the year the course is first offered
  - Per-year percentage increase in annual: _____

This completed form does not confirm any budgetary allocations. Requests for additional Library budget allocations are administered separately through a budgeting process once per year in advance of the Board's approval of the University's annual budget for the next fiscal year. It is the joint responsibility of the academic unit and Robertson Library to develop a contingency plan at the time of this submission in the event that the Library's budgetary request is not sufficiently funded through the annual budgeting process of the University.

| | |
|---|---|
| Date Received by Liaison/Collections Librarian | Click here to select date received. |
| Name of Librarian to be Contacted with Questions | Click here to enter name. |
| Approved by University Librarian or Designate | Click here to enter approver's name. |
| Date Approved by UL or Designate | Click here to select approval date. |

# APPENDIX 16

## Calendar and Curriculum Change Form

UNIVERSITY of Prince Edward ISLAND

## Academic Planning and Curriculum Committee

Click here to enter a date.

## CALENDAR & CURRICULUM CHANGE Motion #

Revision is for a: Select type of revision.

Faculty/School/Department: Choose an item.

Department/Program(s)/Academic Regulations: **Click here to enter text.**

**MOTION:Click here to enter text. Please refer to the example motion provided.**

| Reproduction of Current Calendar Entry | Proposed revision with changes underlined and deletions indicated clearly |
|---|---|
| Click here to enter text. | Click here to enter text. Please note maximum allowance of 40 characters for course titles & 100 words for course descriptions. |

**Rationale for Change:** Click here to enter text.

**Effective Term:** Select the effective Term.

**Implications for Other Programs:** Click here to enter text.

**Impact on Students Currently Enrolled:** none

| ***Authorization*** | ***Date:*** |
|---|---|
| Departmental Approval: Click here to enter name of approver. | Click here to select approval date. |
| Faculty/School Approval: Click here to enter name of approver. | Click here to select approval date. |
| Faculty Dean's Approval: Click here to enter name of approver. | Click here to select approval date. |
| Grad. Studies Dean's Approval: Click here to enter name of approver. | Click here to select approval date. |
| Received by Registrar's Office Click here to enter name of approver. | Click here to select approval date. |

Form Version: October 2025

# APPENDIX 17

## Course Delivery Format Decision Framework

# Course Delivery Format Decision-Making

## 1. Purpose

This document is a **step-by-step guide** to help instructors, departments, and curriculum committees decide whether a course could be offered **fully online, hybrid, or on-site**.

The framework integrates:

- **Pedagogical and logistical feasibility** (can learning targets and teaching strategies work online?)
- **Ethical and equity considerations** (adapted from Brock University's *Ethical Educational Technology Framework*, 2025)
- **Institutional alignment and compliance** (fit with policy, accreditation, and strategy)

It is not a scorecard that forms a correct answer. Instead, it's a **structured reflection tool**: each step prompts you to weigh important considerations, record results, and document rationale.

## 2. How to Use This

- Work through all **seven steps** in sequence.
- For each step, consider the **guiding questions** and **criteria**.
- Record your decision in the **Excel** Course Delivery Format Scoring Sheet
- Review the **Implication** column of the Decision Log tab of the Excel spreadsheet to see what your choices mean.
- Finally, consult the **Summary tab for** an overview of your results.
- Make a **final reflective decision**: Fully online, hybrid, or on-site.

## 3. Tiers of Importance

Not all considerations are equal. This framework weights them into three tiers:

- **Tier 1 – Critical (Non-Negotiable)**
  A ❌ here means the course cannot be fully online until addressed.
  *Examples: Learning targets, accessibility, equity, privacy.*
- **Tier 2 – Essential but Mitigable**
  A ❌ here signals the course may only work as hybrid or needs major redesign.
  *Examples: pedagogical strategies, faculty readiness, tech infrastructure.*
- **Tier 3 – Contextual (Enhancing/Ethical)**
  ⚠️ or ❌ here don't stop the process, but they flag risks to manage.
  *Examples: environmental sustainability, iterative review.*

# 4. Step-by-Step Guidance

## Step 1: Course & Institutional Context

Why this step matters:
Before considering technology, confirm that online or hybrid delivery makes sense for the course itself.

What to consider:

- **Learning Targets (Tier 1 – Critical)**
  - Can students demonstrate all core targets online (cognitive, affective, social sensorimotor)?
  - *Guiding question*: Could students fully achieve the intended outcomes without ever setting foot on campus?
- **Institutional Alignment (Tier 2 – Essential)**
  - Does online/hybrid delivery align with program goals and institutional strategies (e.g., flexibility, access, outreach)?
  - *Guiding question*: Does this decision support UPEI's commitment to student access and quality?
- **Program-level perspective:** Could students meet all **program-level learning outcomes** and experiential requirements if the primary delivery format changed?
  - Guiding question: *Would the overall program still foster a strong cohort experience, sense of belonging, and progression opportunities across multiple courses?*

    - Guiding question: *Are there accreditation or licensing requirements that stipulate in-person components at the program level?*

Implications:

- ✅ Outcomes achievable and aligned → proceed.
- ⚠️ Redesign needed → hybrid or modified online.
- ❌ Outcomes not achievable online → on-site required.

Ethical perspective:
When choosing a delivery format, the primary question is always whether students can achieve the intended learning outcomes. Delivery should never be dictated solely by convenience (for instructors, scheduling, or resource use). An online or hybrid format that undermines the depth or integrity of student learning compromises academic quality. Ethical teaching means protecting the integrity of outcomes first, and only then considering efficiency or scale.

## Step 2: Student Considerations (Access, Equity, Inclusion)

Why this step matters:
Students must be able to access and succeed in the delivery mode. If online creates barriers, it undermines equity.

What to consider:

- **Access & Equity (Tier 1 – Critical)**
    - Do students have reliable internet, devices, and affordable access?
    - Are extra costs (software, licenses) reasonable?
    - *Guiding question*: If you were a student in a rural community with only mobile internet, could you fully participate?
- **Program-level perspective:** Over the duration of the program, will this delivery mode create **cumulative barriers** (financial, technological, accessibility) for students?
    - Guiding question: *Does the chosen delivery mode increase hidden costs or burdens for students across multiple courses?*
- **Accessibility (Tier 1 – Critical)**

    - Does the course meet accessibility standards - **Accessibility for Ontarians with Disabilities Act (AODA)** and the **Web Content Accessibility Guidelines (WCAG)**?
    - (Note: In Nova Scotia, institutions must also comply with the Accessibility Act and related post-secondary regulations — see the Accessibility Act Compliance page of the Government of Nova Scotia, 2025)
    - Are vendor Voluntary Product Accessibility Templates (VPATs) available?
    - *Guiding question*: Could a student using a screen reader navigate your course with ease?
- **Digital Literacy & Wellbeing (Tier 2 – Essential)**
    - Will students need training to use new tools?
    - Is the course mindful of workload, digital fatigue, and wellbeing?

Implications:

- ✅ Students can access and participate → proceed.
- ⚠️ Supports needed (loaner laptops, training, alternative formats).
- ❌ Barriers cannot be mitigated → on-site delivery required.

Ethical perspective:
Equity goes beyond meeting minimum accessibility requirements. It is about designing courses that proactively reduce barriers and widen participation. Online and hybrid formats should be vehicles for inclusion, not mechanisms that exclude students with unreliable internet, disabilities, caregiving responsibilities, or limited financial means. Justice-oriented design anticipates diverse student circumstances and ensures that digital learning expands opportunity rather than creating new divides.

## Step 3: Pedagogical Fit

Why this step matters:
Not all teaching methods or assessments transfer easily to online or hybrid settings.

What to consider:

- **Instructional Strategies (Tier 2 – Essential)**
    - Can labs, group work, or experiential activities be redesigned for online?

    - *Guiding question*: Will students be as engaged online as they would in a classroom or lab?
- **Assessment Feasibility (Tier 2 – Essential)**
    - Can assessments remain fair and secure online?
    - Are alternatives to high stakes proctoring available?
- **Algorithmic Bias & Design Justice (Tier 1 – Critical)**
    - If using AI or analytics, have risks of bias been reviewed?
    - Does the tool respect student diversity and rights?

Implications:

- ✅ Teaching and assessment strategies work online.
- ⚠️ Redesign required.
- ❌ Course requires on-site delivery.

Ethical perspective:
Be cautious with technologies like automated proctoring, AI grading, or analytics dashboards. These tools can reinforce bias, compromise student dignity, or intensify surveillance. If used, ensure transparency, provide alternatives, and actively review for fairness.

## Step 4: Resource & Technology Readiness

Why this step matters:
Online learning depends on faculty confidence, tech support, and infrastructure reliability.

What to consider:

- **Faculty Readiness (Tier 2 – Essential)**
    - Are instructors trained in online/hybrid pedagogy and tools?
    - Is there a process for collaborating with IDs on course (re)design?
    - Is workload sustainable for both faculty and support staff?
        - **Guiding question:** *Do faculty have the instructional design and pedagogical support needed to make this delivery format effective?*
- **Infrastructure (Tier 2 – Essential)**
    - Is the LMS, IT help desk, and conferencing tech robust?
- **Environmental Sustainability (Tier 3 – Contextual)**

    - What's the ecological impact of chosen tools (energy use, server demand)?

Implications:

- ✅ Resources in place → proceed.
- ⚠️ Investment or training required.
- ❌ Infeasible until infrastructure or support is upgraded.

Ethical perspective:
Online teaching choices have human and ecological impacts. Overloading instructors without adequate training harms teaching quality, and high-demand technologies (like continuous video streaming or generative AI) increase energy consumption. Responsible practice means balancing innovation with wellbeing — both human and environmental.

## Step 5: Quality Assurance & Compliance

Why this step matters:
Online/hybrid delivery must meet external and internal standards.

What to consider:

- **Accreditation & Regulatory (Tier 2 – Essential)**
    - Does online delivery comply with accreditor expectations?
- **Privacy & Intellectual Property Rights (Tier 1 – Critical)**
    - Are student and faculty data secure?
    - Does the tech respect Indigenous data sovereignty?
    - Does the vendor claim ownership of student/faculty work?

Implications:

- ✅ Standards met → proceed.
- ⚠️ Adjustments required.
- ❌ Cannot proceed until compliance resolved.

Ethical perspective:
Students and faculty have rights to privacy, consent, and ownership of their intellectual contributions. Some educational technologies track behaviour, harvest data, or claim

rights over submitted work. Ethical course design requires careful vendor review which at minimum should include:

- **Privacy protections** (What data are collected? Who has access? How long are they stored?)
- **Data sovereignty** (Does the vendor allow institutions or communities to control their own data?)
- **Ownership/IP clauses** (Does the vendor claim rights over student or faculty content?)
- **Transparency & alternatives** (Are terms of use clear to students, and is there a viable non-exploitative alternative if someone opts out?)

Respecting data sovereignty (including Indigenous data sovereignty) means ensuring that platforms do not exploit or misappropriate personal or cultural knowledge. Protecting intellectual property is not just legal compliance — it's a commitment to respecting the dignity and agency of learners and instructors.

## Step 6: Decision Outcome

Why this step matters:
All previous steps inform the delivery decision.

Possible outcomes:

- **Fully Online** → No Tier 1 ❌; Tier 2 issues mitigated.
- **Hybrid** → At least one component requires on-site delivery; Tier 2 ❌ unresolved.
- **On-site** → One or more Tier 1 ❌ unresolved.

**Program-level checkpoint:**
At a program level, delivery decisions should be **balanced across courses** to ensure overall feasibility, accreditation compliance, and a coherent student experience. Even if most courses can move online, some on-site or hybrid components may remain non-negotiable for program integrity.

Note: Step 6 is the point of integration. Decisions should be based on the documented results from previous steps, respecting the critical weight of Tier 1 factors. The Excel

Summary sheet provides prompts, but the final judgment rests with the instructor and/or department committee.

## Step 7: Iterative Review

Why this step matters:
Delivery decisions are not one-time; they should be revisited as contexts change.

What to consider:

- Has the course been piloted online/hybrid?
- Are there mechanisms for student feedback?
- Is there a plan for periodic review and refinement?
- **Is instructional design support engaged in the review?**
    - IDs can help interpret student feedback, align revisions with best practices, and document changes for continuous improvement.
    - **Guiding question:** *How will instructional designers, faculty, and students each contribute to the review and refinement process?*

Implications:

- ✅ Pilot and review planned.
- ⚠️ Needs an evaluation plan.
- ❌ No review process = higher risk.

Ethical perspective:
Technologies, student demographics, and institutional contexts change over time. A delivery format that was feasible and ethical three years ago may no longer be appropriate today. Iterative review ensures that decisions remain current, effective, and student-centred. Ethical teaching involves creating feedback loops — from pilots, student evaluations, and faculty reflection — to refine course delivery. This ongoing vigilance safeguards against complacency and helps ensure decisions continue to align with values of accessibility, equity, privacy, and sustainability.

## 5. Documentation

- Record decisions in the **Excel Decision Log**.
- Review the **Summary sheet** for Tier-based counts and narrative prompts.
- Document your **final decision and rationale** for transparency.
- At the **program level**, document delivery format decisions in curriculum maps, program review reports, and accreditation submissions. Explicitly note implications for accreditation, student experience, and institutional resource planning.

## 6. References


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# APPENDIX 18

## Course Delivery Format Scoring Sheet

# Holistic Decision-Making Framework for Online & Hybrid Course Design

Purpose: This tool supports a structured, values-aware decision about offering a course online, hybrid, or in-person. It is NOT a scoring engine. Work through all focal points, record a decision (Yes / Mitigation / No), and review the implications. Tier 1 items are critical (deal-breakers if No), Tier 2 are essential (require mitigation if not met), Tier 3 are contextual (ethical/sustainability flags).

## How to use

1) Go to the “Decision Log” sheet.
2) For each focal area, choose a Result from the dropdown.
3) Read the auto-filled Implication; add notes/mitigations as needed.
4) Open the “Summary” sheet to review Tier 1/2/3 highlights and a narrative recommendation.
5) Make a reflective final decision (Online, Hybrid/HyFlex, In-Person) and document your rationale.

Reminder: A Tier 1 ✕ indicates the course cannot proceed fully online until addressed. Tier 2 ✕ typically pushes toward Hybrid with major mitigation. Tier 3 ⚠/✕ should be acknowledged and managed.

## Tiers (importance weighting)

• Tier 1 – Critical / Non-Negotiable: Learning Outcomes, Access & Equity, Accessibility, Algorithmic Bias & Design Justice, Privacy & IP Rights.
• Tier 2 – Essential but Mitigable: Institutional Alignment, Pedagogical Fit, Faculty Readiness, Tech Infrastructure, Accreditation/Regulatory.
• Tier 3 – Enhancing / Contextual: Environmental Sustainability, Iterative Review.

Click in the cell for dropdown menu

| Focus Area (Step) | Tier | Result | Implication (auto) | Notes / Mitigation Plan |
|---|---|---|---|---|
| Learning Outcomes (1) | 1 | | | |
| Institutional Alignment (1) | 2 | | | |
| Access & Equity (2) | 1 | | | |
| Accessibility (2) | 1 | | | |
| Digital Literacy & Wellbeing (2) | 2 | | | |
| Pedagogical Fit (3) | 2 | | | |
| Algorithmic Bias & Design Justice (3) | 1 | | | |
| Faculty Readiness (4) | 2 | | | |
| Tech Infrastructure (4) | 2 | | | |
| Environmental Sustainability (4) | 3 | | | |
| Accreditation & Regulatory (5) | 2 | | | |
| Privacy & IP Rights (5) | 1 | | | |
| Iterative Review (7) | 3 | | | |

## Summary & Narrative Recommendation

**Status Counts**

| | | | | |
|---|---|---|---|---|
| All Focal Areas | ☑ Yes | ⚠ Mitigation | 0 ✕ No | 0 |
| Tier 1 (Critical) | ☑ Yes | ⚠ Mitigation | 0 ✕ No | 0 |
| Tier 2 (Essential) | ☑ Yes | ⚠ Mitigation | 0 ✕ No | 0 |
| Tier 3 (Contextual) | ☑ Yes | ⚠ Mitigation | 0 ✕ No | 0 |

**Narrative Recommendation (auto-generated prompt; you still make the final call)**
(Complete the Decision Log to generate a recommendation.)

**Your Final Decision (choose one and add rationale below):**
- Fully Online
- Hybrid/HyFlex
- In-Person

**Rationale / Conditions / Approvals:** _____

✅ Yes
⚠ Mitigation
❌ No

# APPENDIX 19

## Senate Policy for Quality Assurance of Academic Programs
## Academic Unit Guidelines

**Guidelines for Academic Units**
**Participating in UPEI Quality Assurance Reviews of Academic Programs**
**(Prepared by the Senate Academic Planning and Curriculum Committee as required by UPEI Senate Policy on Quality Assurance of Academic Programs)**

Last APCC Update: September 13, 2022

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The following *Guidelines for Academic Units Participating in UPEI Quality Assurance Reviews of Academic Programs* support the *UPEI Senate Policy for Quality Assurance of Academic Programs*.

Reviews of Academic Programs are to be formative and encourage reflection on the mission, vision, and values of the University. UPEI's mission, vision, and values focus on developing UPEI students to their full potential. In support of UPEI's mission and vision, program reviews are to be student-centered focusing on the quality of education and educational experiences UPEI delivers in its contribution to the betterment of students and society.

The criteria outlined in the following document are specific to the assessment process for the cyclical review of academic programs at UPEI. Specific detail is provided on the criteria relating to self-study, the Advisory Team, the Advisory Team report and recommendations, and resulting program action plan. Together, the criteria outline the role, duties, and expectations associated with reviews of credit bearing exit credential programs and their related activities at UPEI. The process supports continuous reflection and planning related to teaching, learning, research, creative endeavors and scholarship that underpin quality programs and student experiences.

The *UPEI Senate Policy on Quality Assurance of Academic Programs* requires reviews of programs to take place once every seven years. Program reviews are comprised of three parts:

1. creation of a self-study (by the Academic Program);
2. evaluation of the Academic Program (based on the self-study, site visit, and interviews) and resulting recommendations (by the Advisory Team); and
3. development of an action plan based on the self-study and the Advisory Team report and recommendations (by the Academic Program).

As the body with responsibility for overseeing the Senate Policy on Quality Assurance for Academic Programs, the UPEI Senate Academic Planning and Curriculum Committee (APCC) has developed the following guidelines for each of these review components.

**Self-study**

The self-study is student-centered for the purpose of assessing the program's strengths, challenges, areas needing improvement, risks, opportunities, and strategic direction. The self-assessment reviews each area of the programming rationale, planning and delivery, including but

not limited to:

- An overall review of teaching and learning, scholarship, research, and service with the lens of how the Academic Program is meeting its goals in respect to student learning, student experiences, and overall student success as addressed within the University mission, vision, and values.

- The self-study is both descriptive and analytical. It provides the opportunity for the program to assess its ability to meet defined goals and objectives, including learning outcomes that are communicated to students and broader stakeholders, and therefore serve as educational expectations.

- The self-study includes faculty and staff. In addition, the review includes current students and, if possible, recent graduates of the Academic Program/s being reviewed. The participation of key stakeholders, such as graduate employers, is also encouraged as is the engagement of student clubs and societies directly related to the program being reviewed.

- If an academic program falls under accreditation, the results of the most recent accreditation process and outcomes may substitute for this portion of review.

- In addition to the self-study, the Academic Program provides the Advisory Team with its last program review and reviewers' recommendations, as well as a summary of progress made by the Academic Program on recommendations. This provides the Advisory Team with context on program progress and changes.

In 10-20 pages (not counting appendices), the self-study should examine the following aspects:

1. *Fulfilment of Mission: Teaching*
   This section of the self-study should establish the Academic Program's program rationale and structure, including student-focused programming goals and objectives, program design and delivery, and indicators of student success. Items to be considered include, but are not limited to:

   - aims and objectives of programming curriculum;
   - program structure, including pathway to graduation, curriculum objectives and program goals;
   - teaching methods;
   - modes of program delivery (including on-line and blended delivery) and supports for learners;
   - types of experiential learning embedded in the program;
   - methods of evaluating and assessing student achievement and learning outcomes;
   - extent of curriculum renewal and changes to student learning outcomes;
   - clarity of program student-centered program goals and assessment methods;

- identified gaps between curricular components and program goals;
- student satisfaction and opinion (Note: As part of the preparation of the self-study, the Academic Program unit should consult with current students and recent graduates to discuss the items identified above. This may include student societies and clubs directly related to the program.)

2. *Fulfilment of Mission: Research and Scholarly Endeavors*
   This section should establish the programming goals and objectives with respect to overall faculty research and scholarly endeavors within the academic unit and how they contribute to programming and quality student learning and experiences. It should assess the general level and quality of research activity in context of these goals and objectives. Details of research activity and scholarly endeavors are to be reported in the appendices.

3. *Fulfilment of Mission: Service*
   This section should establish the Academic Program's goals and objectives with respect to service activities. Considering these goals and objectives, it should assess the level and quality of service to the University, discipline, and community provided by members of the program.

4. *Fulfilment of Mission: Balance among Teaching, Research, and Service*
   This section should assess and make recommendations about the relative weight and distribution of work among teaching, research, and service within the programming. The program should strive to identify a balance among the three that will allow the overall program and faculty members to fulfil all parts of the mission.

5. *Fulfilment of Mission: Relationship to Broader External Context*
   This section should assess the overall goals and objectives of the program in relation to the current and future trends relating to the discipline or field of enquiry, the mission and goals of the University and, where applicable, the mission and goals of the relevant academic unit. This includes indicating the overall success of students throughout their program and beyond graduation.

6. *Infrastructure and support*: Taking into account budget, resource constraints, and realities and focusing on the ability of the program to achieve its aims and objectives, the Academic Program unit should assess and make recommendations about the levels and quality of support services and facilities. These might include:

   1. staffing;
   2. library facilities and supports;
   3. facilities such as classrooms, laboratories, information technology; and
   4. non-salary budget.

The self-study should be undertaken with due regard for fiscal and resource possibilities and

constraints. It is understood that every program and home faculty at UPEI would offer students more choices and do more research and service with additional resources. An indication that there is a need for new resources to deliver the program and associated outcomes in the manner promoted to students should be accompanied by data. Suggestions to expand the program/s being reviewed should be supported by evidence of enrolment demand, associated sector trends, and demonstrate connectivity to the goals and objectives of the program, and the strategic goals of the home Faculty. In all cases, program changes must strive to support fulfilment of the University's mission, vision, and values. Cases for programming expansion need to be accompanied by an analysis of the fiscal implications (expenditures and revenues) for the University.

7. *Appendices*

To provide appropriate information and context to members of the Advisory Team, the following information is to be appended to the self-study.

1. **Program Profiles (summary of last seven years or since last review)**

   Program profiles are organized by the Office of the Vice-President Academic and Research on behalf of APCC and are generated from University data. The profiles provide quantitative summaries of:

   a) faculty and instructional resources;
   b) support staff resources;
   c) courses and sections taught;
   d) course enrolments;
   e) student retention/attrition;
   f) graduated students;
   g) class size;
   h) research grants held; and
   i) non-salary budget.

   The Office of the Vice-President and Research coordinates and provides the Program Profile to the Academic Program Lead and Dean to inform the self-study.

2. **Summary of Quality Assurance Progress Since Last Program Review**

   To demonstrate continual improvement and provide transparent timely communications, a summary on steps taken by the Academic Program unit to implement changes resulting from most recent self-study and external review should be appended.

3. **Equity, Diversity, and Inclusion (EDI)**

   a) provide an overview of EDI as it relates to the program/s teaching complement, and staffing;
   b) EDI as it relates to the student body; and
   c) report on ways in which the Department and Faculty encourage EDI within the

learning environment through curriculum as well as recruitment.

4. **Reconciliation**
    a) report on ways in which the Program and Faculty encourage truth and reconciliation within the learning environment (including curriculum, teaching, research, service, and learning outcomes);
    b) provide an overview on how reconciliation is accounted for in recruiting faculty, and staff, and pathways to recruiting and admitting students; and
    c) demonstrate how the Program and Faculty engage with University Indigenous leaders.

5. **Results of Surveys of Current Students and Recent Graduates**
   On behalf of APCC, the Vice-President Academic and Research Office distributes surveys to current students and graduates of program/s being reviewed. Survey data is provided to the respective Departmental Chair and Faculty Dean. The current student survey and recent graduate student survey are outlined in Appendix A. Up to two changes to survey questions are allowed through a request to and approval by APCC.

6. **Faculty CVs**
   Current CVs are to be provided for each program faculty member teaching in the program undergoing review.

7. **Academic Calendar**
   Sections of the Academic Calendar that pertain to the program/s, courses, and related information of the programming undergoing review are to be provided.

8. **Course Outlines**
   Samples of course outlines as well as student assignments, tests, exams, and evaluation methods should be provided to provide the Advisory Team with information on program content, delivery, student evaluation, etc.

9. **Survey Instruments**
   Examples/copies of student survey instruments should be provided for the Advisory Team's information.

## The Advisory Team and Report

### *Advisory Team*

1. See *Guidelines for Advisory Teams Participating in UPEI Quality Assurance of Academic Programs* for details on expectations for and responsibilities of Advisory Teams.

   Summary of Advisory Team composition:

   a) at least two external review experts, with one ideally being from a University outside the Atlantic region;

   b) the Advisory Team will identify one of the external review experts as the Advisory Team Lead. The Advisory Team Lead will be responsible for coordination, preparation, and submission of the Advisory Team Report and Recommendations.

   c) one internal reviewer (a senior faculty member from a UPEI Faculty other than the home Faculty of the program undergoing review) to assist the external reviewers in the process and provide clarifications on institutional context;

   d) participants should avoid any real or perceived conflict of interest as per *MPHEC Guidelines for the Selection of External Program Assessors*; and

   e) consideration of UPEI's commitment to EDI is required in selecting the Advisory Team.

### *Advisory Team Report*

1. Based on examination of the program's self-study (including student, program, research, and financial data), as well as the site visit, interviews, consultations, and expectations outlined in the *UPEI Guidelines for Advisory Teams*, the Advisory Team will submit its report to the UPEI Office of the Vice-President, Academic and Research, no later than one month following its site visit. The Office of the Vice-President, Academic and Research, will distribute the Advisory Team Report and Recommendations to APCC for review.

2. In summary, the Advisory Team report will:
   a) include an executive summary;
   b) consider and address criteria outlined in this document; and
   c) provide recommendations to program leadership that can be used as a critical reference for the development of a multi-year Action Plan by program Faculty and leadership that outlines continual improvements to ensure the ongoing quality of the academic program, program delivery, and student experiences.

### Action Plan

1. No later than one month after of receiving the Advisory Team report, the Academic Program unit will develop an Action Plan that responds to the Advisory Team report and recommendations.

2. The Action Plan is to provide a concise report and should be structured similar to the self-study and Advisory Team report.

3. An Action Plan based on recommendations of the Advisory Team report is required to be shared with APCC for review and approval. The outcome of the review and APCC decision will then be shared with UPEI Senate as part of APCC's annual update to Senate on quality assurance reviews.
4. The Action Plan must be student-focused and:
    a) provide a multi-year plan to address any identified challenges, opportunities, or recommendations, and provide an outline for strategic directions, continual improvements, and related initiatives to ensure quality of academic programs, delivery, and overall student experiences;
    b) establish a schedule of annual reporting to provide the UPEI Senate (via APCC) with progress on stated goals;
    c) include a communication plan through which the program leadership will provide an update to the UPEI learning community and stakeholders on the results of its quality assurance process and key deliverables; and
    d) provide an estimate of resource implications associated with the plan.

# APPENDIX 20

## Academic Accommodations for Students with Disabilities Guidelines

**Procedures and Guidelines on Academic Accommodations for Students with Disabilities**
**January 2023**

These procedures and guidelines support the implementation of the policy on *Academic Accommodations for Students with Disabilities*, as approved by the Senate. The policy will apply if there is a discrepancy between the policy and these guidelines.

The provision of academic accommodations is a shared responsibility between the University and the student requesting accommodation.

The University has a responsibility to

- Provide reasonable accommodations, up to the point of undue hardship, to an otherwise qualified student with a disability; and
- Maintain confidentiality of the information obtained.

**Legal Framework**
The guidelines shall conform to the provisions of

- The Canadian Charter of Rights and Freedoms; and
- The Prince Edward Island Human Rights Act.

**DEFINITIONS**

The following definitions shall apply to these Procedures and Guidelines:

**Academic Integrity** – the essential academic requirements of a course or program which includes, but is not limited to, the knowledge and skills necessary to meet the learning objectives.

**Disability** – as stated in the Academic Accommodations for Students with Disabilities policy, the term disability shall be defined as a functional limitation caused by a long-term or recurring physical, sensory, mental, psychiatric or learning impairment that restricts the ability of the person to perform the daily activities necessary to participate in learning or daily living at UPEI.

**Examinations** - include but are not limited to midterms, tests, quizzes, lab examinations or final examinations.

**Undue Hardship -** although undue hardship must be considered in the context of each case, a finding of undue hardship could be supported in the following circumstances:

1. The financial cost is such that the operation of the University and/or its programs would be fundamentally diminished, or a program or service would cease to exist due to the financial burden of the accommodation;
2. There is a risk to public safety or a substantial risk of personal injury to the student with a disability;
3. The accommodation unreasonably impedes the ability of other students to pursue academic studies; or
4. When accommodation alternatives would result either in lowering academic standards or requiring substantial alteration of essential course or program requirements.

Significant costs related to a requested accommodation shall be considered in the context of the university, not based on a department, division, faculty, school, or program.

The onus is on the University to prove undue hardship.

## REGISTRATION WITH ACCESSIBILITY SERVICES

To receive academic or physical accommodations, students must register with Accessibility Services.

## DOCUMENTATION REQUIREMENTS

Students requesting academic accommodations must provide appropriate documentation satisfactory to the University. The assessment must reflect the student's learning needs in a university setting and support the requested accommodation. Specific documentation requirements are as follows:

1. Documentation for students with learning disabilities must include a psychoeducational assessment report that contains a diagnosis of a learning disability. It must be completed and signed by a registered psychologist or a registered psychological associate to support these requests.
2. Documentation to support medical or psychological disabilities must be from a qualified professional and include a statement of the diagnosis and nature of the disability; information on the severity, duration and intensity of the disability; and whether the disability is permanent or temporary.

Documentation will need to be renewed to reflect the students' ongoing need for academic accommodations.

**Documentation must be current.**

- As psychoeducational assessment must be within five years from the date of assessment;
- For returning students whose conditions are stable, the original supporting medical documentation will meet the requirements;
- When new or returning students' functional abilities show significant change, new supporting documentation may be required;
- In certain circumstances, a student will be provided accommodation on a limited basis while obtaining documentation.

## ACADEMIC ACCOMMODATION

Reasonable accommodation will be provided to students with disabilities without compromising the academic integrity of the essential educational requirements of an academic course/program as determined by the University.

Academic accommodations may include but are not limited to

- An adaptation to a component of a program or alternative forms of evaluation (assigning a term paper instead of an oral presentation to a student with a speech impairment or autism);

- Use of assistive technology in the classroom/laboratory/field (e.g. FM systems worn by course instructor)
- Use of oral and visual language interpreters, educational attendants, and/or note-takers in the classroom;
- Use of audio and/or visual recording of lectures;
- Support for examinations, including extra time, a distraction-reduced environment, and the use of a computer, adaptive software and a word processor;
- Special seating or accessible tables; or
- Lighting adjustments.

**PROVISION OF ACADEMIC ACCOMMODATION**

Accessibility Services supports students with documented visible, invisible, and/or temporary disabilities.

Accommodations and Services include:

- Campus Accessibility
- Confidential consultations
- Test, exam and classroom accommodations
- Assistance with grants
- Assistance with adaptive technology
- Note-taking, tutoring, mentoring
- Use of a scribe or oral testing
- Learning -strategy support
- Assistance with self-advocacy
- Transition planning with high schools and families
- Textbook to audio/pdf

**The Human Rights Guidelines for Accommodating Post-Secondary Students (May 2017) state that:**
Accommodation does not mean that education providers must lower their academic standards. On the contrary, students with disabilities are expected to develop the same essential skills as their classmates. How those skills are developed may differ; however, if a specific course requirement poses particular difficulty for students with disabilities, the education provider should examine that requirement and determine whether it is essential to meet the educational objectives of the program and whether it would be possible to waive or modify the requirement without affecting those objectives.

Ultimately, an education provider should develop a curriculum with an eye toward inclusion. This process may include putting course materials online, ensuring they are available in alternate formats from the outset or implementing universal design principles. By designing the program to permit students with disabilities to participate fully, an education provider can promote an inclusive educational environment and make the accommodation process smoother for both the provider and the students. The education provider should also guide its instructors and support staff in working with students with disabilities to provide an environment that is welcoming, inclusive, and free from discrimination.

Recommendations from the students' documentation may necessitate academic accommodations on a case-by-case basis, and collaboration between the course instructor, the student, and Accessibility Services will be required. These include requests for

- Advanced provision of reading lists, class notes and other course materials (e.g. accessible PDFs);
- Alternate scheduling for the completion of the course, project, thesis work, or examinations, including competency examinations;
- Waving the participation requirement by re-waiting for other evaluation methodology or by the provision of an alternative assignment;
- Extensions to incompletes.

**THE REGISTRATION PROCESS FOR ACCESSIBILITY SERVICES**

- Students will make appointments directly or will be referred throughout the year. Therefore, intake is a continuous process.
- Documentation will be reviewed, and individualized accommodation plans will be developed.
- When necessary, referrals will be made and may include psychological assessments, academic or health-related supports, counselling, tutoring, mentoring, learning strategists, educational attendants or external services.
- Once a student registers with Accessibility Services, they are required to submit their Student Accommodation Form to their case manager. Once received, an email will be sent to each instructor/professor outlining approved classroom and exam accommodation needs.
- It is essential to know that the student is not required to disclose their disability, nor should the course instructor request this of the student. The medical documentation has been reviewed and verified by the Accessibility Services staff.

**EXAM ACCOMMODATIONS**

Students registered with Accessibility Services (with supporting medical documentation) require some form of exam accommodation (e.g. distraction-reduced environment, additional time, adaptive technology, word processor, stand-up desk, low lighting). Often this results in the exam being written with Accessibility Services at one of our testing locations - DH 111, RL 304, or AVC 217S.

- Students are required to schedule each of their tests and exams on Access Deck at least seven days before each test or exam.
- Students are encouraged to schedule tests and exams as soon as they are available or made aware.
- Students must schedule their final exams with Accessibility Services as soon as the final exam schedule is released. The specific deadline will be sent by email.
- Approximately five days before the test or exam, Accessibility Services will contact the instructor/professor and arrange for the test or exam to be delivered either in person or electronically to Accessibility Services at least one business day before the test or exam time. These documents can be sent to astesting@upei.ca
- Once the student arrives for an exam, the proctor will escort the student to an exam room and provide them with the exam.

- If a student arrives more than 30 minutes late, based on Regulation 13 - Examination Regulations, they may not be able to write their exam.The professor will be contacted to determine if the student is eligible to take the exam.
- Exams taken at Accessibility Services are carefully invigilated. All materials taken into the exam rooms, such as pencil cases, are checked. Students are also regularly checked upon during the exam. All student personal belongings, including all electronic devices, are kept with the exam proctor.
- After the exam is completed, it is secured under lock and key.
- Completed exams can be picked up from Dalton Hall 111 Monday to Friday, 8:00 am - 4:00 pm.

## DISPUTE RESOLUTION

### Accommodation Appeals

If consensus cannot be reached between the student, instructor, and designate of Accessibility Services on an accommodation request, the following process for dispute resolution will be followed:

- Appeals of decisions on academic matters other than grades may be made through the Registrar to the Senate Academic and Student Discipline Appeals Committee.
- An appeal must be made in writing, including all supporting documentation, and be submitted within 15 business days of the date of the decision.
- All committee decisions shall be final and binding, subject to a student's right to appeal to the Board of Governors pursuant to the University Act.

### Academic Appeals

The Policy on Academic Accommodation for Students with Disabilities states that students have the right to appeal under Regulation 12 - Academic Appeals.

The Department of Student Affairs and Accessibility Services are available for consultations regarding various ways and options available to meet the needs of students with disabilities. Faculty, staff, and students are encouraged to contact us with any questions related to the accommodation practices, student services, and supports offered at the University of Prince Edward Island

# APPENDIX 21

## Faculty Association Collective Agreement

# COLLECTIVE AGREEMENT

# BETWEEN

# THE UNIVERSITY OF PRINCE EDWARD ISLAND

# BOARD OF GOVERNORS

# AND

# THE UNIVERSITY OF PRINCE EDWARD ISLAND

# FACULTY ASSOCIATION Bargaining Unit #1

**Expires June 30, 2026**

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## SECTION A

### A-1 DEFINITIONS

For the purpose of this Agreement,

“Agreement” (always capitalized) means this collective agreement between the Parties.

“Association” (always capitalized) means the University of Prince Edward Island Faculty Association (UPEIFA).

“Board” (always capitalized) means the Board of Governors of the University of Prince Edward Island.

“Cognate Department” means an academic unit whose discipline(s) relate(s) to another academic unit.

“Day” means a day from Monday to Friday, and excluding holidays, on which the offices of the Administration of the University are open, unless otherwise specified.

“Employer” (always capitalized) means the Board of Governors of the University of Prince Edward Island.

“Faculty Member” (always capitalized) means a member of the bargaining unit who holds a tenured, probationary or term appointment at the rank of Professor, Associate Professor, Assistant Professor or Lecturer.

“Grievance” is a complaint that has not been resolved informally by the Parties. Only the Association or the Employer may file a grievance against the other Party.

“Librarian” (always capitalized) means a member of the bargaining unit who holds a permanent, probationary or term appointment at the rank of Librarian I, Librarian II, Librarian III or Librarian IV.

“Member” (always capitalized) means an employee who is designated as a member of the bargaining unit by the Order of Certification - File 01-001, including Faculty Members, Sessional Instructors, Librarians and Clinical Nursing Instructors.

“Nominal Salary” means the salary a Member would have received on a twelve (12) month full-time appointment.

“Parties” (always capitalized) refers to the Association and the Employer; “Party” (always capitalized) refers to one of the Parties.

“Permanent Appointment” or “Permanency” means an appointment without term, the right of a Member not to be dismissed except for just cause. Such appointments shall be subject to layoff or termination only in accordance with this Agreement.

“President” (when not modified and when capitalized) means the President of the University of Prince Edward Island.

“Promotion” means advancement from one rank to a higher rank in the appropriate classification structure.

"Re-appointment" means the appointment of a Member in a term position to a subsequent term position.

"Senate" (always capitalized) means the Senate of the University of Prince Edward Island.

"Sessional Instructor" (always capitalized) means a person who is not a Faculty Member, who has full or joint responsibility for teaching one or more credit courses and is remunerated on a per course basis.

"Shall" means that the action is to be considered mandatory.

"Tenure" means an appointment without term, the right of a Faculty Member not to be dismissed except for just cause. Such appointments shall be subject to layoff or termination only in accordance with this Agreement.

"University" (when capitalized) means the University of Prince Edward Island (UPEI).

"University Librarian" (always capitalized) means the chief administrative officer for the University Library.

## A-2 PURPOSE

A2.1 This Agreement seeks to promote and maintain harmonious and well-defined relationships within the University by adhering to principles that are consistent with the University's overall objectives and to provide means acceptable to both Parties for settling differences which may arise between them from time to time.

A2.2 The Parties acknowledge that the objectives and purposes of the University are the attainment of high standards of academic excellence, the pursuit of truth, and the dissemination of advanced knowledge. The objectives and purposes are to be achieved principally through teaching, scholarship, research, and service to the University and the community at large.

A2.3 The Parties recognize that they each have a responsibility to encourage, within the University, an environment which is conducive to the achievement of these objectives.

A2.4 The Parties agree that they shall exercise their respective rights under this Agreement fairly and reasonably, and in a manner consistent with the provisions of this Agreement.

A2.5 This Article (A-2) is a statement of mutually agreed values which does not constitute in and of itself, the subject of any grievance.

## A-3 RECOGNITION

A3.1 The Board of Governors recognizes the Association (UPEIFA) as the sole and exclusive bargaining agent for the unit defined in the Order of Certification (File No. 01-001) of August 2, 2001 (Schedule I) issued by the Prince Edward Island Labour Relations Board, save and except the exclusions listed in Appendix 1 of the Minutes of Settlement (Schedule II) jointly filed to the Labour Relations Board on July 20, 2001.

A3.2 The Board of Governors recognizes the Association as the sole representative of its Members. Furthermore, no Member or group of Members in this bargaining unit shall be required to enter into any agreement with the Employer which may conflict with the terms of this Agreement.

A3.3 The Board of Governors and the Association agree that the application of "Note" in Schedule A of the Certification Order is intended to apply to persons primarily engaged in managerial, administrative or contract professional functions, and in no way prohibits the President, Vice-Presidents, Deans, Associate or Assistant Deans, the University Librarian or bargaining unit members appointed to the Board of Governors from conducting any teaching or professional responsibilities.

## A-4 ACADEMIC FREEDOM

A4.1 The Parties are committed to and agree to strive to uphold and to protect the principles of academic freedom as expressed in the following statement: academic freedom involves the right to teach, to investigate, to speculate, to publish and to collect and make available library materials without deference to prescribed doctrine and free from institutional censorship. It includes the freedom to criticize the University and the Association. The right to academic freedom carries with it the duty to use that freedom in a responsible way.

A4.2 Members hold the following rights and freedoms subject to certain exceptions described in Section G1.11 and G2.13:

a) the right to speak freely and criticize, including criticism of the University of Prince Edward Island and the Association, freedom from censorship by the Parties, and freedom to consider and study all available expressions of creativity, knowledge and intellectual activity, including those which may be considered by some elements of society to be unconventional, unpopular or unacceptable;

b) the right to do research, freedom in the choice and pursuit of research and scholarly endeavours without deference to prescribed doctrine and free from institutional censorship, freedom to disseminate or to withhold dissemination of the results and conclusion of such scholarly endeavours;

c) freedom in the choice and pursuit of teaching without deference to prescribed doctrine, and free from institutional censorship;

d) freedom in professional practice and to collect and make available library materials without deference to prescribed doctrine and free from institutional censorship;

e) freedom to state their views on matters relating to their discipline.

A4.3 Academic freedom does not require neutrality; rather, academic freedom carries with it the duty to use that freedom in a manner consistent with an honest search for knowledge.

A4.4 Academic freedom does not confer legal immunity, nor does it diminish the obligation of Members to meet their responsibilities as defined in this Agreement. Members shall not be hindered or impeded in any way, by either of the Parties, from exercising their legal rights, nor shall the University impose any penalties because of the exercise of such legal rights.

## A-5 CONFIDENTIALITY

A5.1 All persons have the responsibility to respect the confidentiality of information gained during participation in a committee dealing with such matters as appointment, reappointment, promotion, tenure or permanency, continuing appointment, discipline, or in the discharge of other administrative duties or responsibilities.

A5.2 Members shall not reveal information about students, whether concerning their academic progress, their personal life, or their political or religious views, except in the following circumstances:

- the normal provision of grades or references within the University or to another educational institution;
- the provision of references for employment purposes when authorized by the student;
- academic counselling;
- pedagogical problem solving discussions;
- in the context of other University policies and procedures.

A5.3 Other than for those exceptions listed in A5.2, Members may reveal confidential information when specifically authorized in writing by the person concerned.

## A-6 CONFLICT OF INTEREST

A6.1 No person shall knowingly participate in procedures for appointment, reappointment, discipline, promotion, tenure or permanency, sabbatical or other leaves, and pension and benefits, affecting their own position or that of an individual with whom that person has or had a marital, spousal, familial, sexual or ongoing significant financial relationship, or where a situation of actual bias or apprehension of bias exists.

A6.2 The Parties recognize that a Member may not be aware that a conflict of interest exists until after the work of a committee begins (for example, when the names of applicants are made known to the committee). Nevertheless, it is the responsibility of every Member to immediately declare when they are in a conflict of interest situation and to withdraw from the decision making process involved.

A6.3 If the Dean, University Librarian, or the Chair of the relevant University committee receives a complaint about the potential conflict of interest of any person, the Dean, University Librarian, or Chair shall discuss the complaint with the person concerned. If the complaint is not resolved, the complaint shall be forwarded to the Vice-President Academic and Research. The Vice-President Academic and Research will discuss the matter with the person concerned. If there is even an appearance of a potential conflict of interest, it is agreed that the individual shall withdraw from any further participation in the relevant procedures. The Vice-President Academic and Research shall render a decision. Where a replacement must be identified, the selection process for the committee will be re-activated.

A6.4 A conflict of interest also arises if gifts, gratuities or favours of more than a nominal value are exchanged between Members and any individual or company whose relationship with the University involves the Member's sphere of responsibilities. Cash payments, in any amount, must not be accepted or given as a gift or favour under any circumstances.

A6.5 Members shall not knowingly authorize the purchase, with funds administered by the University, of equipment, supplies, services, or real property from a source with which they have a conflict of interest. For this purpose, a conflict of interest will exist if the Member or an individual with whom that person has or had a marital, spousal, familial, sexual or ongoing significant financial relationship, has a substantial financial interest in the supplier.

## A-7 NON-DISCRIMINATION

A7.1 The Parties agree that there shall be no discrimination exercised or practiced with regard to any matter relating to the terms and conditions of employment on the grounds of Association membership or any other grounds prohibited by the *Human Rights Act* subject to the Act or any grounds outlined in this article**,** including:

- race or colour;
- creed;
- ancestry;
- ethnic or national origin;
- place of birth;
- sex;
- sexual orientation;
- gender expression**;**
- gender identity**;**
- marital status**;**
- family status**;**
- disability**;**
- religion;
- clerical or lay status;
- age;
- source of income of any individual or class of individuals**;**
- language (except where the lack of language competence clearly prevents the Member from fulfilling their professional obligations and duties);
- political belief or affiliation;
- conviction of a criminal or summary conviction offense that is unrelated to employment or intended employment of the individual;
- the state of physical or mental health (except where the state of health clearly will prevent the Member from fulfilling their professional obligations and duties once accommodation for such disability, illness or incapacity has been made).

A7.2 The Parties agree that the protection from discrimination includes the protection from retaliation on any of the above identified protected grounds against a Member for their having taken action either as a complainant or griever, or for assisting a complainant or griever in taking action, or for acting as a witness or advocate on behalf of an individual in a legal or other proceeding to obtain a remedy for an action of discrimination by the University.

A7.3 A Joint Equity Committee shall be established and maintained. The Joint Equity Committee shall be composed of three (3) representatives of the Association and three (3) representatives of the Employer. The Committee shall be chaired by one (1) of the Association representatives and one (1) of the Employer representatives. The Committee shall:

a) Consider and recommend any policies and procedures for equity related matters; and

b) Ensure with the Employer training on any such equity related policies, procedures, and practices for those Members on selection and renewal, tenure/permanency and promotion committees.

## A-8 RESPONSIBILITIES OF FACULTY MEMBERS

A8.1 As teachers and scholars, Faculty Members have certain duties and responsibilities to the University of Prince Edward Island. The professional duties and responsibilities of Faculty Members shall be an appropriate combination of:

a) undergraduate and/or graduate teaching and advising;

b) research, scholarship, and creative and professional activities; and

c) service, which may include the application of the Faculty Member's academic or professional competence or expertise.

For the majority of Faculty Members the principal duties will be in areas a) and b) above. For Faculty Members holding a research appointment, the principal duties will be in area b). Some Faculty Members at the Atlantic Veterinary College have the responsibility to provide clinical and other services dealing primarily with animal health, productivity and welfare to advance the health and well-being of animals and the public.

The pattern of responsibilities may vary from time to time and from individual to individual as appropriate to their appointment.

A8.2 Teaching and Advising

Teaching and advising includes the responsibility of Faculty Members:

a) to teach their scheduled courses in a manner which normally reflects the description in the University Calendar and the schedule shown in the approved timetable;

b) to contribute to the creation, content, implementation, and delivery of academic courses and programs;

c) to develop and maintain scholarly competence and effectiveness as teachers within their discipline;

d) to inform their students at the beginning of each course about the methods of instruction and evaluation in their courses, and of any deviation from the existing calendar description;

e) to accept a reasonable share of responsibility for academic advising and consulting duties, and to provide reasonable access to students outside of scheduled classroom hours; and

f) to examine and otherwise evaluate student progress in courses and programs for which they are responsible.

A8.3 Scholarly Endeavours

Scholarly endeavours include the right and responsibility to conduct research, scholarship, and critical, creative, professional or developmental work; the dissemination of such work through publication, demonstration, presentation, exhibition or performance, or by other means appropriate to the discipline. Other activities, as specified in Article E2.2.1, including service as an editor, or review of papers for scholarly journals or conferences, and administrative roles in scholarly organizations would also be regarded as scholarly endeavours.

A8.4 University Service

Consistent with their principal duties, all Faculty Members have the right and responsibility to participate in University governance through election or appointment to governing bodies, committees, councils and in the work of outside academic and professional organizations related to their discipline and to the wider community.

## A-9 RESPONSIBILITIES OF ACADEMIC LIBRARIANS

A9.1.1 The rights, duties and responsibilities of Librarians derive from the academic, professional, and collegial nature of their work in the Library and at the University and from their position as members of the academic community.

A9.1.2 A Library Council shall be established. The role of the Library Council is to discuss issues in a collegial setting and to make recommendations on the formulation of Library policy, operations, long-term planning, and future directions, ensuring that the Library meets the needs and requirements of the various academic endeavours of the University community. The Library Council shall normally meet at least monthly during September through May inclusive, and once from June through August.

A9.1.3 The members of the Library Council shall be:

a) all Librarians;

b) two (2) representatives of the library technicians, elected by the library technicians for a two (2) year term, initially staggered;

c) one (1) undergraduate student appointed by the Student Union;

d) one (1) graduate student appointed by the Graduate Student Association; and

e) the University Librarian, as Chair.

A9.1.4 A quorum shall consist of no fewer than fifty percent plus one of the Library Council members.

A9.1.5 At the **last** meeting of the Library Council in the **summer** term, the members of the Library Council shall elect a secretary for a one (1) year term from among the Librarians holding permanent **or probationary** appointments.

A9.1.6 Agendas shall be prepared by the secretary of the Library Council shall include items put forth by all members of the Library Council and Business Arising shall normally be an agenda item at each meeting.

A9.1.7 The secretary of the Library Council shall distribute a copy of the agenda to all members of the Library Council at least two working days prior to a Library Council meeting. Normally, no recommendation shall be made on any item that has not appeared on the distributed agenda for that meeting.

A9.1.8 The University Librarian shall take into consideration the recommendations of the Library Council in making decisions relating to the policies, operations, long-term planning for, and future directions of the Library.

A9.2 Librarians' duties and responsibilities shall be an appropriate combination of:

a) professional practice in the service of the University;

b) scholarly and/or professional development activity; and

c) University, professional, and community service.

The exact distribution of individual duties and responsibilities may vary from time to time and from individual to individual. Without minimizing the importance of b) and c), for the majority of Librarians the principal duties shall be those noted in a) above.

A9.3 Professional Practice

Librarians further the pursuit and dissemination of knowledge and understanding through the application of their professional expertise. Professional practice includes the following:

a) developing and implementing Library policies and procedures;

b) providing consultation and research assistance to library users;

c) providing instructional services to improve the information literacy skills of the students and the employees of the University:

i) by instructing/teaching based on the needs and requirements of students, and employees of the University; and

ii) by providing and contributing to the creation, content, and implementation of instructional sessions and programs. This may include but is not limited to: preparation of bibliographies, library guides, instructional guides and Web assisted instruction.

d) selecting, acquiring, and organizing information resources, using applicable bibliographic standards, subject to Library budget limitations;

e) developing and managing library collections, information systems, and service programs;

f) promoting library services and collaborative programs; and

g) providing assistance in curriculum development and the development of courses.

A9.4 Scholarly and/or Professional Development Activity

Librarians are expected to develop and maintain their professional competence and effectiveness. Scholarly activity, including research and study, can play an important role in enhancing and maintaining competence and effectiveness, as well as contributing to the reputation of the University, the profession and the individual. This may be achieved through a range of activities including, but not limited to: attendance/participation at conferences and workshops; taking specialized courses and programs; scholarly contribution to the discipline of librarianship or other relevant disciplines; serving as editor or reviewer of papers for scholarly journals; giving workshops/presentations at conferences; and executive roles in scholarly and/or professional organizations.

A9.5 University, Professional and Community Service

Consistent with their principal duties, Librarians have the right and responsibility to participate in University governance through election or appointment to the governing bodies, committees and councils and in the work of outside academic and professional organizations related to their discipline and the wider community.

## A-10 MANAGEMENT RIGHTS

A10.1 Consistent with the Employer's rights and obligations in law, all the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Employer.

## A-11 ASSOCIATION RIGHTS

A11.1 The Employer shall provide the Association, without charge, with a suitably serviced and maintained office on campus and the use of the internal postal service at the University of Prince Edward Island.

A11.2 Meeting rooms on campus may be booked by the Association through the established room-booking procedures applicable to all academic departments. These rooms will be made available without charge.

A11.3 The Association and the University shall share the use of the faculty lounge in Main Building in accordance with established practice. All room bookings for the Faculty Lounge will be made through, and arranged by, the Association.

A11.4 Internal mail, telephone, duplication, computing and audio-visual services, and such other University services as may be agreed upon from time to time, shall be available to the Association on the same basis and at the same rates as are applicable to academic departments.

A11.5 The Employer agrees to print and provide the Association, without charge, a copy of this Agreement (including all appendices) for each employee, plus twenty-five (25) copies. The Employer also agrees to make this Agreement available on the University Web site.

A11.6 Each September, the Employer shall provide the Association with a list showing the name, rank and salary **(including market differentials)** of each Member, and shall indicate whether each Member is paying union dues. The Employer shall notify the Association of any changes to the information provided on this list within fifteen (15) days of the effective date of the change.

A11.7 Subject to meeting their responsibilities and scheduled duties, all Members shall have the right to participate actively in the Association. Such participation shall be recognized as constituting a legitimate form of committee service.

A11.8 The Employer recognizes that the Association has the right at any time to call upon the assistance of the Canadian Association of University Teachers (CAUT). Such duly authorized representative(s) shall have reasonable access to University premises to consult with Association Officials and Members.

A11.9 Pending the approval of the Senate of the University of Prince Edward Island, the Employer will support the addition of the President of the Association as an *ex officio* member of Senate under Section 22 (1) of the *University Act* when the *University Act* is next opened for revision.

A11.10 Pending the approval of the Senate of the University of Prince Edward Island, the President of the Association, or their designate, shall serve in a non-voting capacity on the University of Prince Edward Island Senate until such time as an ex officio position is established for the Faculty Association President.

A11.11 The University agrees to:

a) notify the Faculty Association within twenty (20) working days whenever the University requests that the University Act be opened for revision and/or is notified that the Act will be opened; and

b) provide the Association with information concerning any proposed changes to the Act.

## A-12 ASSOCIATION MEMBERSHIP AND DUES COLLECTION

A12.1 No person shall be required to join the Association as a condition of employment. However, each Member, whether or not they are a member of the Association, shall pay the equivalent of union dues to the Association, subject to the exception in A12.5.

A12.2 The Association shall advise the Director, Human Resources, with one (1) month's notice in writing, of the amount or rate of dues currently in effect. The structure surrounding such deductions will be capable of reasonable implementation within the payroll system.

A12.3 The Employer shall deduct from each Member's pay, the dues or assessments of the Association, and shall remit the amounts deducted to the Association in a timely manner, normally by the end of the month following the month in which the deductions were made.

A12.4 The Employer agrees to continue to provide, in writing to the Association, the names of Members and their employment category and the amount of deduction from each individual's salary, in a timely manner, normally by the end of the month following the month in which the deductions were made.

A12.5 Members may register, in writing, with the Association (copy to the Vice-President Academic and Research of the University), an objection to paying these dues or assessments. Such objection may be made on the grounds that the Member is a practicing member of a recognized religion which has a prohibition against paying dues or the equivalent of dues to any union. These objections shall be registered within twenty (20) days of the signing of this Agreement or within twenty (20) days of the return of a Member absent from the University or within twenty (20) days of entering the bargaining unit for persons who are not in the bargaining unit at the time of signing this Agreement. The Association shall carefully consider each objection and shall indicate to the individual concerned and to the Employer whether such an objection is justified. If the Association upholds the objection, the Member shall pay the equivalent dues by payroll deduction to the UPEIFA Scholarship Fund. This Article cannot be the subject of a grievance.

A12.6 The Association agrees to indemnify and save harmless the Employer from any liability or action arising out of any such deductions.

A12.7 The University shall have one (1) month from the end of the strike or lockout to reinstate these Articles.

## A-13 RELEASE TIME FOR FACULTY ASSOCIATION OFFICERS

A13.1 The Employer shall provide to the President of the Faculty Association a reduction in assigned teaching-related responsibilities of one (1) three (3) contact hour course in one semester and two (2) three (3) contact hour courses in the other semester plus additional allowance for any laboratories or tutorials for the course, or, with the agreement of the Member, an equivalent reduction in teaching-related responsibilities or non-teaching duties if they are a Faculty Member or three-fifths (3/5) of their professional practice responsibilities over a twelve (12) month period if they are a Librarian.

A13.2 The Association may purchase:

a) For the Vice President of the Faculty Association a reduction in assigned teaching related responsibilities of one (1) three (3) contact hour course plus additional allowance for any laboratories or tutorials for the course or with the agreement of the Member, an equivalent reduction in teaching related responsibilities or non-teaching duties if they are a Faculty Member or one fifth (1/5) of their professional practice responsibilities over a twelve (12) month period if they are a Librarian. The Association shall compensate the Employer for all replacement costs.

b) one (1) three (3) contact hour course reduction in the teaching workload of its chief negotiator during any academic semester when negotiating occurs plus additional allowance for any laboratories or tutorials associated with the course, or one-fifth (1/5) of their professional practice responsibilities during the period of negotiations, if they are a Librarian;

c) two (2) three (3) contact hour course reductions in the teaching workload or two-fifths (2/5) of the professional practice responsibilities over a twelve (12) month period of the Chief Grievance Officer of the Association;

d) a reduction in the teaching workload or professional practice responsibilities of either the Faculty Association President or a fourth Member of the Association as warranted by situations which may arise from time to time, subject to the affected Department being able to accommodate the absence**; and**

**e) For the treasurer of the Faculty Association a reduction in assigned teaching related responsibilities of one (1) three (3) contact hour course plus additional allowance for any laboratories or tutorials for the course or with the agreement of the Member, an equivalent reduction in teaching related responsibilities or non-teaching duties if they are a Faculty Member or one fifth (1/5) of their professional practice responsibilities over a twelve (12) month period if they are a Librarian.**

The Faculty Association shall pay the cost of replacement of any such reductions under A13.2. The basis of the cost would normally be the cost of a Sessional Instructor replacement at the Step 1 sessional rate (unless the actual replacement is being paid at the Step 2 or 3 sessional rate), plus laboratories if applicable.

A13.3 This Article shall apply in cases where the Member is employed by the University on a less than full-time basis. In such cases the amount of the release shall be pro-rated or provided as a stipend in the case of a Sessional Instructor.

A13.4 The Association shall inform the Vice-President Administration and Finance of the names of the individuals identified in A13.2, normally at least three (3) months before the date on which the reduction of duties is expected to begin.

## A-14 JOINT COMMITTEE

A14.1 A Joint Committee shall be established within twenty (20) days of the signing of this Agreement.

A14.2 The Joint Committee shall be composed of two (2) representatives of the Association and two (2) representatives of the Employer. The Committee shall be chaired by one (1) of the Association representatives and one (1) of the Employer representatives, both of whom shall be responsible for preparing and distributing agenda items for the consideration of the Joint Committee and maintaining minutes of the Committee's meetings.

A14.3 The Joint Committee shall:

(a) review matters of concern from the application of this Agreement;

(b) attempt to foster better communication and more effective work relationships between the Parties; and

(c) attempt to maintain a spirit of cooperation and respect between the Parties.

A14.4 The Joint Committee shall meet when deemed necessary by mutual agreement of the Chairs, or within five (5) days of notice being given by either Party.

A14.5 The Joint Committee shall determine its own procedures subject to the provision that a quorum shall consist of all representatives of each Party.

A14.6 The Joint Committee shall not have the power to add to, subtract from, alter, or modify the terms of this Agreement.

## A-15 CORRESPONDENCE

A15.1 Except as otherwise provided, official communication in the form of correspondence between the Employer and the Association shall be issued as follows:

TO THE EMPLOYER:

President
University of Prince Edward Island
550 University Avenue
Charlottetown, PE
C1A 4P3

With a copy to the Vice-President Academic and Research at the above address.

TO THE ASSOCIATION:

President
University of Prince Edward Island
Faculty Association
University of Prince Edward Island
Main Building
550 University Avenue
Charlottetown, PE
C1A 4P3

With a copy to the Vice-President of the Association at the above address.

## A-16 SAVINGS CLAUSE

A16.1 If any Article in this Agreement is found to be in conflict with any Statute, such Article shall be deemed null and void. However, such Article shall be separable from the remainder of this Agreement, and all other Articles herein shall continue in full force and effect. The Parties to this Agreement shall negotiate a replacement for the Article rendered null and void.

A16.2 Sub-titles shall form no part of the Articles of this Agreement but shall be construed as being used for convenience of reference only.

A16.3 When the singular is used, the same shall be construed as meaning the plural and vice versa unless specifically stated otherwise.

A16.4 When the feminine gender is used, the same shall be construed as meaning the masculine as applicable and vice versa.

## A-17 FAIR TREATMENT

**A17.1 The "Fair Treatment Policy" shall form part of this Agreement and shall not be amended without the express written consent of the Parties.**

## SECTION B

## B-1 RANKS

B1.1 Ranks for Faculty Members

The ranks for Faculty Members are:

a) Lecturers;

b) Assistant Professors;

c) Associate Professors; and

d) Professors.

Candidates for appointment or promotion must meet the criteria and standards set out in Articles E 2.2 and E 2.3.

## B-2 APPOINTMENT OF FACULTY MEMBERS

B2.1 **Prioritization of staffing needs shall be a collaborative process; namely whether a vacancy exists, its priority within the Faculty, and the type of appointment, rank and qualifications desired.** The Vice-President Academic and Research, **shall** consult with the department**/interdisciplinary program** and the Dean, **to** determine if a vacancy exists**, its priority within the Faculty,** and the type of appointment, rank and qualifications desired **as follows:**

**a) The department Chairs, Directors or Coordinators in Interdisciplinary programs shall consider the department/program's staffing needs following consultation with Faculty Members. In non-departmentalized faculties, the Dean shall consult with Faculty Members.**

**b) The department Chairs, Directors or Coordinators of an Interdisciplinary program shall report staffing needs to the Dean.**

**c) The Dean shall consider all requests and present a prioritized list of staffing needs to the Vice-President Academic and Research.**

**d) The Vice-President Academic and Research shall determine if a vacancy exists, its priority within the Faculty, and the type of appointment, rank and qualifications desired.**

**e) The Dean, after consultation with the Vice-President Academic and Research shall communicate to the department Chair, Director or Coordinator of an Interdisciplinary program permission to advertise any approved positions including the type of appointment and the rank and qualification.**

B2.2 Types of Appointment

Appointments of Faculty Members shall be of three (3) types:

a) probationary;

b) with tenure; and,

c) term.

B2.3 Probationary Appointments

a) The purpose of a probationary period is for mutual appraisal for the Employer and the candidate. Probation does not imply inevitable appointment with tenure. Denial of tenure does not necessarily imply incompetence or dissatisfaction with the probationary **Faculty Member.**

b) Unless there are exceptional circumstances, the probationary period for Faculty Members shall be at least three (3) years, and at most six (6) years in length. The period of probation may be waived or reduced in certain appointments. A candidate may be eligible for tenure without a probationary period if the candidate has held tenure at another university, or if the candidate has experienced three (3) to five (5) years of teaching at another recognized university. A reduced probationary period may be considered for a candidate with relevant experience from another institution or agency other than a university.

B2.4 Hiring Procedures for Faculty Members

**The Parties acknowledge the value of Indigenous knowledge and ways of knowing, Indigenous contexts of research, and service to Indigenous communities.**

Except as specified elsewhere in this Collective Agreement or as otherwise agreed to by the Parties, all appointments of Faculty Members shall be made according to the procedures below:

a) Where the Employer has determined that a vacancy exists and how it is to be filled pursuant to B2.1 and/or B2.6, the Dean will initiate advertising **except when the vacancy is to be filled according to B2.6(b)**.

b) Subject to Article B-6, Administrative and Board Appointments, the Employer shall advertise all vacant probationary positions or positions with tenure. Subject to exceptional circumstances and to Article B2.8, the Employer shall advertise all vacant term positions. If circumstances are judged to be exceptional by the Vice-President Academic and Research and in consultation with the Association, a term appointment can be made without prior advertising.

c) Positions shall be advertised on the University Web site and nationally, normally in *University Affairs, CAUT* **academicwork.ca** and such discipline specific publications, journals, or forums as applicable. The relevant criteria for selection shall be available to applicants on the University Web site.

d) Each Department **or Faculty in non-departmentalized units** shall have a Selection Committee consisting of:

i) a minimum of three (3) Faculty Members elected by the Department **or Faculty in non-departmentalized units**, from within the **Department or Faculty in non-departmentalized units**, where numbers permit, and from outside the Department **or Faculty in non-departmentalized units** where necessary;

ii) one (1) Member from outside the Department **or Faculty in non-departmentalized units** appointed by the Dean; and,

iii) the Chair of the Department, or the Chair's designate, or, in Faculties or Schools with no Department Chairs, the Dean's designate, who shall be the Chair of the Selection Committee (the latter shall be a Faculty Member);

iv) up to two (2) more persons selected by the Department **or Faculty in non-departmentalized units** (this includes any student **or Sessional Instructor** representation).

e) The Selection Committee may be established annually or prior to the commencement of the hiring process at the discretion of the Department. The Faculty Members appointed to the Committee are expected to **undertake equity, diversity and inclusion training in accordance with A7.3(b) and** participate throughout the selection process.

f) Departments **and Faculties** are encouraged to include students **and Sessional Instructors** in the hiring process either by having **representatives** on the Selection Committee or by setting up a meeting with **representatives** and the candidates.

g) The Selection Committee will assess applications, including credentials and letters of reference, and establish a short list for interview **taking into account the principles of equity, diversity, and inclusion.**

**Term Faculty, Sessional Instructors holding recurring appointments and Sessional Instructors at Step 3 or 4, who are qualified and meet the requirements of the appointment, and who apply, shall be offered an interview for vacant term positions.**

**Term Faculty who are qualified and meet the requirements of the appointment, and who apply, shall be offered an interview for vacant tenure-track appointments.**

h) Before any applicant is invited to an interview, the Chair of the Selection Committee will consult the Dean on the short list to ensure that University policies have been adhered to **and equity, diversity and inclusion have been taken into account,** and to seek financial approval for the issuance of an invitation.

i) The interviews, in addition to meetings with the Selection Committee, will include meetings with **at least one of** the Dean, the President**, the Vice-President Academic and Research or their designate**, and a public presentation (normally a lecture or performance). Where possible, other interested Faculty Members shall be given an opportunity to meet the **candidates**. The Faculty Association President or their designate shall be given an opportunity to meet with shortlisted candidates. The Dean

shall provide the standard information package prepared by the Association and any additional information that the Dean considers appropriate to the candidate.

j) The Selection Committee, through its Chair, will recommend the preferred candidates to the Dean.

k) If in agreement with the recommendation of the Selection Committee, the Dean will forward the recommendation with a letter of support, curriculum vitae, letters of reference, and other supporting material to the Vice-President Academic and Research.

l) If the Vice-President Academic and Research agrees to support the recommendation, the Vice-President Academic and Research, in consultation with the Dean and the Chair of the Department, will determine the terms of employment (rank, nature of contract, salary and other conditions of service) to be discussed by the Dean, or Chair of the Department where designated, with the preferred candidate.

m) As soon as the Vice-President Academic and Research has been informed that the proposed terms are (or are likely to be) acceptable to the preferred candidate, the Vice-President Academic and Research will forward the Selection Committee's recommendation with all supporting material to the Board for approval. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

n) In the event that the Dean does not support the Selection Committee's recommendation, or the Vice-President Academic and Research does not support the Selection Committee's recommendation, the Selection Committee will be given an explanation of the action of the Dean or the Vice-President Academic and Research and invited to re-argue the case or to recommend another candidate. In the case of a continuing disagreement between the Dean and the Selection Committee, both parties shall forward their recommendations immediately to the Vice-President Academic and Research, who shall consider the cases of each side and make a decision. A copy of the decision will be forwarded to the Dean and the Selection Committee.

B2.5 Hiring Procedures for Interdisciplinary Faculty Members

**The Parties acknowledge the value of indigenous knowledge and ways of knowing, indigenous contexts of research, and service to indigenous communities which shall be taken into account when considering candidates for appointment.**

Where the Employer has determined that a vacancy exists in an interdisciplinary area not already identified in B2.4, the hiring procedures shall be as follows:

a) B2.4 a)-b) applies.

b) The Dean of the appropriate Faculty shall establish an Interdisciplinary Selection Committee (ISC).

c) In the case where the appointment involves or may involve more than one Faculty, the Deans of those Faculties shall jointly establish an ISC.

d) In consultation with the Chairs of their respective Faculties, the Deans shall draw up a list of cognate Departments and/or Programs.

e) Each cognate Department or Program shall choose at least one Member to serve on the ISC. Departments or Programs may choose to elect their representative(s). The minimum number of Faculty Members on the ISC shall be four (4).

f) The Chair of the ISC shall be elected from the **Faculty Members** of the ISC by the members of the ISC.

g) The ISC shall determine its own procedures for calling nominations/applications, subject to the minimum conditions of B2.4 c). **Members of the ISC shall undertake equity, diversity and inclusion training in accordance with A7.3(b).**

h) If, after nominations/applications have been received, the ISC determines that its assessment and selection process will be improved by the inclusion of an additional Member or Members with particular expertise, or by the inclusion of a student representative, the ISC shall so advise the Dean(s). The Dean(s) shall then invite another cognate Department(s) or the Librarians, as appropriate, to choose at least one member to serve on the ISC. The UPEI Student Union shall choose the student representative, if so required.

i) The ISC shall follow the hiring procedures outlined in B2.4 g)-n). In cases where Deans have jointly established the ISC, the term Deans should replace Dean in B2.4 g)-n).

j) Prior to sending a recommendation regarding a preferred candidate to the Vice-President Academic and Research, the Chair of the ISC and the Deans(s) will consult with the Department and/or Programs within which the preferred candidate would most likely be appointed. The **Faculty Members in** Departments **or in non-departmentalized faculties** shall have the right to accept or reject the appointment to their Department **or Faculty, as applicable.**

B2.6 Term Appointments

**a)** Term appointments may be made for varying periods of time up to and including thirty-six (36) months.

**b) A term appointment may be converted to a probationary appointment without advertising subject to the following conditions:**

**i) The Vice-President Academic and Research has approved a probationary position to the academic unit;**

**ii) A Faculty Member holding a term appointment may be considered for conversion to a probationary appointment after they have commenced at least their third year holding a term appointment at the University;**

**iii) The Selection Committee has determined that the term Faculty Member is qualified and meets the criteria of the position;**

**iv) The Selection Committee recommends the appointment to the Dean; and**

**v) The hiring procedure in B2.4(k) through to B2.4(m) shall apply.**

B2.7 Term appointments of Faculty Members may be made by the University of Prince Edward Island only for the following purposes:

a) to appoint an established scholar who has a continuing appointment elsewhere or who has retired from such an appointment at another university;

b) to appoint a suitably qualified person to replace a Faculty Member who is on leave;

c) to cater to specific teaching, research, scholarly or creative needs of limited duration **that**, for sound academic and/or budgetary reasons, should not result in a tenured or probationary appointment;

d) to make appointments for such other reasons as may, from time to time, be agreed upon by the Parties.

B2.8 Replacements

Where it has been determined that a Member on leave of absence will be replaced, the Vice-President Academic and Research, in consultation with the Dean, and the Department through the Chair, will determine the means of replacement taking into consideration such factors as workloads of department Members, the availability of qualified professors and financial resources.

a) If a Faculty Member granted a one (1) year leave of absence is replaced by a full-time term position, the term contract shall normally be of at least ten (10) months' duration.

b) If a Faculty Member granted a six (6) month leave of absence is replaced by a full-time term position, the term contract shall normally be of at least five (5) months' duration.

c) Contracts for a full-time replacement requested to teach for more than one (1) consecutive academic year shall normally be of twelve (12) months' duration.

d) If the University issues contracts shorter than those described in a) to c), the Vice-President Academic and Research will send a written statement of the circumstances and reasons surrounding the action in each case to the President of the Faculty Association.

B2.9 **Term appointments of less than twelve (12) months that become available within 90 days of the start of the academic semester, or term appointments of less than 90 days,** shall be filled according to the Vice-President Academic and Research's direction, in consultation with the relevant Department through the Chair, and Dean. **These positions shall not be renewable.**

B2.10 Term appointments of twelve (12) months or more shall be filled in accordance with the process described in B2.4 or B2.5.

B2.11 Term appointments do not imply that the Faculty Member is on probation for a permanent appointment.

B2.12 In the event that a Faculty Member holding a term appointment is given a probationary appointment, the probationary appointment may be reduced on a year-for-year basis for time served in a faculty rank on a term appointment.

B2.13 Re-appointment

a) Re-appointment of a Faculty Member refers to two (2) situations:

(i) renewal - where a Faculty Member in a term contract is renewed by being given another term contract for the same position as currently held;

(ii) re-hiring - where a Faculty Member in a term contract that expires is selected for a different position and given another term contract;

(iii) “Same position” shall be defined for the purpose of this Article as a situation where the position has been extended for those particular reasons for which the position was originally created (for example, to replace a Faculty Member who has been appointed as a Dean).

B2.14 Procedures for Renewal Appointments

a) The University, through the appropriate Dean, indicates that an existing term position will be continued or extended in its usual budgetary approval processes.

b) The Faculty Member currently occupying the term position is given the right of first consideration and asked whether they wish to apply for that same position.

c) The **Faculty,** Department or Interdisciplinary Academic Program members shall then meet and discuss the candidacy of the Faculty Member.

d) They may request information about a Faculty Member’s performance and interview the candidate as a group. The **Faculty,** Department, **or Interdisciplinary Academic Program members** by a simple majority vote, will determine if the Faculty Member is acceptable and will make a recommendation to the Dean. The decision will be conveyed in writing to the Faculty Member. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

B2.15 Procedures for Re-hiring Appointments

a) The University, through the appropriate Dean, indicates that there is a vacancy. The Department shall hold a competition internal to the University for Faculty Members with existing term appointments, and consider whether any of the candidates would be suitable. If a suitable candidate exists, an offer shall be conveyed in writing to that Faculty Member. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

b) If none of the applicants are deemed to be suitable, an external competition may be held in accordance with the normal procedures for term appointments.

B2.16 Short-Term Extensions

A one-time extension of up to three (3) months of an existing term contract may be authorized by the Dean in consultation with the Department.

B2.17 Temporarily Reduced Appointments

A full-time tenured Faculty Member, having at least seven (7) years' service with the Employer, may apply formally for a temporary partial-time (normally three-quarters or half-time) tenured or permanent appointment for one (1) year, with a corresponding reduction in salary, subject to the following conditions:

a) Pro-ration of duties and responsibilities, as outlined in Article A-8, will be agreed to by the Member, the Chair and the Dean;

b) a Faculty Member on reduced appointment will work for a pro-rated portion of the year, or partial-time for the whole calendar year;

c) unless otherwise expressly provided for in this Agreement, all salary- dependent benefits shall be based upon nominal salary, as applicable;

d) cost-sharing of premiums will be as specified for full-time Faculty Members;

e) at least six (6) months before the termination of an agreement to a reduced appointment, a Faculty Member may apply for a one (1) year extension of the existing agreement. Under normal circumstances only one (1) extension of the temporarily reduced appointment shall be granted. In the event that an extension is granted, all salary-dependent benefits shall be prorated based upon actual salary, as applicable;

f) for the purposes of calculating time for eligibility for sabbaticals, and promotions, time spent on temporarily reduced appointment(s) shall be pro-rated. In all other respects, the award of sabbatical leave and promotion will be based on the same considerations that apply to full-time Faculty Members.

B2.18 Pre-retirement Reduction of Appointment

A full-time tenured Faculty Member may apply for a pre-retirement half-time reduction in appointment. The Faculty Member's workload will have a corresponding reduction in salary on a permanent basis in accordance with the following:

a) only full-time tenured Faculty Members fifty-five (55) years and over with ten (10) years of service with the Employer are eligible under this Article;

b) a reduced appointment will normally run until full retirement, unless the Faculty Member elects early retirement;

c) the agreement can be cancelled or amended if both the Faculty Member and the Employer agree;

d) a Faculty Member on reduced appointment will work full-time at least six (6) months of the calendar year or half-time for the whole calendar year;

e) sabbatical periods, and benefits shall be pro-rated. Notwithstanding the foregoing, contributions to the pension plan shall be based on nominal salary. Pensionable service credit shall not be pro-rated.

B2.19 Approval Process for Change of Status

Faculty Members wishing to apply for a reduced appointment, pursuant to B2.17 or B2.18, are subject to the following procedure:

a) an application must be made to the Vice-President Academic and Research, with copies to the Chair and Dean, at least six (6) months prior to the date on which the change of status shall become effective;

b) the Vice-President Academic and Research, Chair and Dean must all be in agreement with the change. This agreement must also include the length of time that the reduced appointment will be in effect;

c) the Vice-President Academic and Research will forward a recommendation to the Board for a final decision;

d) the Faculty Member has the right to withdraw the application for reduced appointment prior to final ratification by the Board;

e) once approved by the Board, the reduced appointment is irrevocable except by mutual agreement between the Employer and the Faculty Member;

f) the Board retains the right of refusal if the request is judged contrary to the best interests of the Employer, detrimental to the academic objectives or operations of the Department, or if it involves a cost to the Employer. In cases of refusal, the Faculty Member will be informed of the reasons;

g) The Faculty Association will receive a copy of the official notification of change status provided to the Faculty Member.

B2.20 Externally Funded Chairs

a) When an individual or organization, external to the Employer, provides fifty (50) percent or more funding for a teaching chair or research chair, not more than two (2) delegates appointed by the individual or organization may participate as voting members on the Selection Committee.

b) If the Chair holder is to have access to tenure or promotion considerations under the Agreement, such conditions must be so stated in the letter of offer.

c) The appointment to an externally funded Chair shall be in accordance with provisions of Article B2.4, or B2.5, as applicable, except for the Canada Research Chair(s) or equivalent programs.

## B-3 DEPARTMENT CHAIRS

B3.1 Term of Chair

a) Chairs of academic departments normally shall be appointed for a term of three (3) years.

b) The appointment normally shall be made by March 1, with the Chair to assume duties on June 1.

c) Although the position becomes open at the end of three (3) years, this does not preclude the possibility of a second term; normally there would not be more than two (2) successive terms.

B3.2 Eligibility for Position of Chair

a) i) The Chair normally shall be chosen from within the Department. All Faculty Members of the department, except an incumbent Chair completing two (2) or more successive terms, shall be regarded as candidates for Chair. Those who do not wish to stand for Chair shall remove their names from the list. The list of those candidates willing to stand will be posted at least forty-eight (48) hours prior to the election.

ii) If, after the process, there are no candidates (including the incumbent Chair) the process will be repeated one time. If there remains no candidates, the process in B3.3 m) shall be followed.

b) An incumbent Chair may stand for a third or subsequent consecutive term only if no other member of the department is willing to stand or able to achieve majority support.

c) Notwithstanding any provision above, departments may search outside the department for a Chair provided that:

i) a teaching position for which the candidate is qualified exists within the department;

ii) the Vice-President Academic and Research agrees on the scope of the search; and

iii) the appointment of the candidate is made in accordance with Article B-2 governing new appointments.

B3.3 Procedure for Choosing a Departmental Chair

a) The Elective Committee shall consist of:

i) the Department's incumbent Chair;

ii) a Dean who is a member of the department;

iii) an Assistant Vice-President who is a member of the department;

iv) an Associate Dean who is a member of the department;

v) all Faculty Members in the department, including those who are on leave at the time of the election; and

vi) student representatives in the ratio of one (1) student to five (5) Faculty Members to be taken to the nearest whole number; where there are fewer than five (5) Faculty Members in a department, one (1) student representative shall be allowed.

b) The President and Vice-Presidents shall not be members of the Elective Committee.

c) Faculty Members holding cross-appointments may vote in only one (1) department.

d) Proxy voting is permitted if the proxy is signed.

e) Students on the Elective Committee are elected by and from students concentrating in a department or Faculty as appropriate. A student is allowed to serve as a representative in only one department, or Faculty as appropriate, in one (1) academic year.

f) The Elective Committee shall vote by secret ballot. A simple majority of those eligible to vote is required for the election. The vote shall be conducted by the Registrar, who will report the vote count to the Elective Committee.

g) In all cases, including single candidacies, a vote shall take place so that majority support may be established. If there are two (2) or more candidates and none receives a majority, the candidate who received the least number of votes shall withdraw. The process shall be repeated until a majority is established. In the event of a tie between two remaining candidates, a second vote shall be conducted before a deadlock is declared.

h) A majority decision of the Elective Committee shall be the recommendation of the Elective Committee.

i) The recommendation of the Elective Committee, with a copy to the Dean, shall be forwarded together with the vote count to the Vice-President Academic and Research.

j) The Dean will forward to the Vice-President Academic and Research an assessment of the Elective Committee's recommendation.

k) The Vice-President Academic and Research shall have the power of refusal, and shall be required to give a full statement of their reasons for refusal to the Elective Committee, which shall then prepare another nomination. If the nomination of the Elective Committee is acceptable to the Vice-President Academic and Research, it will be forwarded for presentation to the Board.

l) If the Department is deadlocked on making a recommendation to the Vice-President Academic and Research regarding the choice of Chair, the Vice-President Academic and Research shall make the recommendation to the Board.

m) Should circumstances arise in which the appointment of Chair has been authorized but cannot be implemented, the Vice-President Academic and Research, acting on the recommendation of the appropriate Dean, may appoint a substitute from another department, as follows:

i) the individual appointed shall be known as the Acting Chair of the department and shall carry out the administrative functions of the department (which would normally be the responsibility of the Chair);

ii) the Acting Chair may be appointed for a period of not less than six (6) months and beyond that, not longer than is required to appoint a Chair or Acting Chair from within the department under the procedures of the Collective Agreement.

B3.4 Duties of the Chair

As a first among equals and as chief administrative officer of the Department, the Chair's responsibilities include the following, which fall into two (2) categories: CATEGORY A, which includes areas of policy-making for which the Chair is ultimately accountable, but in which decisions are reached by the Department collectively; CATEGORY B, which includes, but is not limited to those administrative or executive responsibilities which are more directly the Chair's own.

i) CATEGORY A

a) Subject to budgetary constraints, determining the courses to be given;

b) Recommending to Senate the structure and content of the program of studies, including requirements for majors;

c) Preparing the departmental budget;

d) **Liaising on** library purchases;

e) Establishing departmental committees;

f) Preparing course descriptions for the calendar;

g) Ensuring representation of the Department at appropriate conferences;

h) Choosing and accommodating visiting lecturers; **and**

**i)** **Accessing** records of the state of progress and achievement of students taking courses in the Department, especially those students who are majoring.

ii) CATEGORY B

a) Chairing departmental meetings;

b) Serving ex-officio on departmental committees;

c) Acting as spokesperson for the Department;

d) Assigning teaching duties both in the regular academic year and in summer school following consultation with the Faculty Member. The Chair will consult with the Dean on the workload of their department. The Dean shall determine if the teaching workload is equitable and fair. In the event that it is not, the Dean will not approve the teaching workload;

e) Assigning clinical duties where appropriate following consultation with the Faculty Member. The Chair will consult with the Dean on the workload of their department. The Dean shall determine if the clinical duties are equitable and fair. In the event that it is not, the Dean will not approve the clinical duties;

f) Assuming leadership in maintaining and developing academic standards regarding course content and teaching within the department;

g) Administering the Department budget;

h) Within the Department, administering relevant University and Department policies, regulations and the associated procedures;

i) Organizing the times at which department Faculty Members will be available for consultation with students concerning course selection**;**

j) Meeting with Department Faculty Members **regularly** with respect to teaching, research, scholarship and/or clinical service, where applicable, and departmental and University activities such as Faculty Review, pursuant to Article E-1;

k) Making recommendations on promotion, tenure, salary, leave of absence and other terms of employment for Faculty Members of the Department as required;

l) Appointing an Acting Chair to act in the Chair's absence;

m) Negotiating on behalf of the Department in seeking out qualified teaching staff;

n) Administering office correspondence and maintaining ordinary departmental records, including Departmental Files for Faculty Members;

o) Supervising administrative and technical support staff employed by the University and assigned to the Department;

p) The Chair shall be accountable to the Dean for administrative matters that are consistent with this Collective Agreement, but this does not limit the Chair's ability to consult with and represent departmental opinion; **and**

q) Continuing to be a teaching Faculty Member of the department.

## B-4 DIRECTORS AND COORDINATORS OF INTERDISCIPLINARY ACADEMIC PROGRAMS

B4.1 This Article applies to Directors and Coordinators of all interdisciplinary academic programs established by Senate.

B4.2 Selection

a) Directors and Coordinators of Interdisciplinary Academic Programs shall be chosen from the Departments participating in the program. A call for nominations shall be circulated by the Dean responsible for the program to all those eligible, and a period of at least ten (10) days shall be allowed for candidates to come forward.

The Elective Committee shall consist of the incumbent Director or Coordinator, any Dean who is a member of the program, an Assistant Vice-President who is a member of the program, an Associate Dean who is a member of the program**,** all the members of the coordinating committee and those teaching courses for the program in that academic year. Otherwise, the Selection Process shall be based on the procedures for choosing a Department Chair described in B3.3 as deemed appropriate by the Elective Committee.

b) Notwithstanding any provision above, an external search for a Director or Coordinator may be conducted provided that:

i) a position for which the candidate is qualified exists within the program;

ii) the appointment of the candidate is made in accordance with Article B-2 governing new appointments. The coordinating committee of the interdisciplinary program shall serve as the “Department” for the purpose of composing the selection committee;

In the event that the Director or Coordinator is appointed to an Academic Department in addition to the Interdisciplinary Academic Program, the academic appointment process shall include consultation with the Department.

B4.3 Voting

Members may vote in elections for the Director or Coordinator of any Interdisciplinary Academic Program in which they participate.

B4.4 Application for Tenure or Promotion

For the purpose of composing a Department Review Committee (DRC) to consider tenure or promotion for a Faculty Member whose primary responsibility is as Director or Coordinator of an Interdisciplinary Academic Program, the Dean responsible for the interdisciplinary program shall ensure that a properly constituted DRC is assembled. The coordinating committee of the interdisciplinary program shall serve as the “Department” and all other provisions in Article E2.7.3 apply.

B4.5 Course Assignments

Directors and Coordinators of Interdisciplinary Academic Programs are responsible for the assignment of teaching duties following consultation with the Faculty Member. Directors

and Coordinators will consult with the Dean on the workload of their program. The Dean shall determine if the teaching workload is equitable and fair. In the event it is not, the Dean will not approve the teaching workload.

B4.6 Scope of Responsibility

Except where noted above, the duties of the Directors and Coordinators of Interdisciplinary Academic Programs will be based on Article B3.4 as appropriate in each individual case.

## B-5 RANK & APPOINTMENTS – LIBRARIANS

B5.1 Ranks

The ranks for Librarians are:

a) Librarian I;

b) Librarian II;

c) Librarian III;

d) Librarian IV.

Candidates for appointment and/or promotion must meet the criteria set out in Articles E7.2, E7.3, E7.4, E7.5, E7.6 and E7.7.

**The Parties acknowledge the value of Indigenous knowledge and ways of knowing, Indigenous contexts of research, and service to Indigenous communities which shall be taken into account in considering a candidate for appointment.**

B5.2 Types of Appointment

There are three (3) types of appointments for Librarians:

a) probationary;

b) permanent; and

c) term.

Librarian appointments are general in nature, specific responsibilities will be assigned in accordance with Article A-9.

B5.3 Probationary Appointment

a) The purpose of a probationary period is mutual appraisal for the Employer and the candidate. Probation does not imply that permanent appointment will inevitably be granted. It does imply that the Employer will give serious consideration to such an appointment. Denial of permanent appointment does not necessarily imply incompetence or even dissatisfaction with the Librarian involved.

b) The probationary period for a Librarian will normally be four (4) years. The period of probation may be reduced in certain appointments at the Librarian II, III or IV ranks, if the candidate has held such an appointment at another library, or if the candidate has successfully worked four (4) to six (6) years in another library. Such reduction shall be determined at the time of appointment.

B5.4 Permanent Appointment

a) The holding by a Librarian of a permanent appointment provides the right of the Librarian not to be dismissed except for just cause.

b) Permanent appointment may be granted at the time of initial appointment at the Librarian III or IV level, in the case of a Librarian who has outstanding qualifications and has held such an appointment at another library.

B5.5 Term Appointment

a) Term appointments may be made for varying periods of time up to and including thirty-six (36) months.

b) Term appointments do not imply that the appointee is on probation for a permanent appointment.

c) In the event that a Librarian holding a term appointment is given a probationary appointment, the probationary period may be reduced on a year-for-year basis for any time served in a librarian rank on a term appointment.

B5.6 Replacements

Where it has been determined that a Librarian on leave of absence will be replaced, the Vice-President Academic and Research, in consultation with the Librarians through the University Librarian, will determine the means of replacement.

B5.7 Term appointments of less than twelve (12) months shall be filled according to the Vice-President Academic and Research's direction, in consultation with the Librarians through the University Librarian.

B5.8 Term appointments of twelve (12) months or more shall be filled in accordance with the process described in B5.9 and B5.10.

B5.9 The Library Appointments Committee (LAC)

a) A Library Appointments Committee (LAC) will be established to make recommendation to the University Librarian. A LAC shall be established prior to the commencement of each hiring process, and the LAC members are expected to **undertake equity, diversity and inclusion training in accordance with A7.3(b) and** participate throughout the process.

b) The LAC shall consist of:

i) the University Librarian's designate who shall be the Chair of the LAC.

ii) a minimum of three (3) permanent Librarians elected by the Librarians where numbers permit; if fewer than three (3) permanent Librarians are available, the Librarians shall elect enough Members from outside the Library to have a total of 3 Librarians and Members;

iii) one (1) Faculty Member appointed by the University Librarian; and

iv) up to two (2) persons from outside the Library appointed by the Librarians (this includes any student representation).

B5.10 Hiring Procedures for Librarians

Except as specified elsewhere in this Collective Agreement, or as otherwise agreed to by the Parties, all appointments of Librarians shall be made according to the procedures below:

a) Prior to consulting with the Vice-President Academic and Research, the University Librarian shall convene a meeting to consult with the Librarians to determine if a vacancy exists and the type of appointment, initial duties, and rank and qualifications desired.

b) Upon the University Librarian's recommendation to the Vice-President Academic and Research that the Library position be filled, and upon the Vice-President Academic and Research's confirmation that the position may be filled, a LAC shall be constituted and engage in the procedure set out below:

c) The position shall be advertised on the University Web site and nationally, normally in *University Affairs, CAUT Bulletin* and such discipline specific publications, journals, or forums as applicable. The relevant criteria for selection shall be available to applicants on the University Web site. Subject to exceptional circumstances and to Article B5.7, the Employer shall advertise all vacant term positions. If circumstances are judged to be exceptional by the Vice-President Academic and Research and in consultation with the Association, a term appointment can be made without prior advertising.

d) The LAC will assess applications, **including** credentials and letters of reference, and establish a short list for interview **taking into account the principles of equity, diversity, and inclusion.**

e) Before any applicant is invited to an interview, the LAC Chair will consult with the University Librarian on the short list to ensure that University policies have been adhered to **and equity, diversity and inclusion have been taken into account**, and to seek financial approval for issuance of an invitation.

f) The interviews, in addition to meetings with the LAC, will include meetings with University Librarian, the President, and/or one (1) or more of the Vice-Presidents, Deans as appropriate and a public presentation. Where possible, other interested Members shall be given an opportunity to meet with the applicant. The Faculty Association President or their designate shall be given an opportunity to meet with shortlisted candidates. The University Librarian shall provide the standard information package prepared by the Association and any additional information that the University Librarian considers appropriate to the candidate.

g) The LAC, through its Chair, will recommend the preferred candidate to the University Librarian.

h) If in agreement with the recommendation of the LAC, the University Librarian will forward the recommendation with a letter of support, curriculum vitae, letters of reference, evaluations and other supporting material to the Vice-President Academic and Research;

i) If the Vice-President Academic and Research agrees to support the recommendation, the Vice-President Academic and Research will, in consultation with the University Librarian, determine the terms of employment (rank, nature of contract, salary and other conditions of service) to be discussed by the University Librarian with the preferred candidate.

j) As soon as the Vice-President Academic and Research has been informed that the proposed terms are (or are likely to be) acceptable to the preferred candidate, the Vice-President Academic and Research will forward the LAC's recommendation with all supporting material to the Board for approval, or they will make the decision if within the Vice-President Academic and Research's authority.

k) In the event that the University Librarian does not support the LAC's recommendation, or the Vice-President Academic and Research does not support the LAC's recommendation, the LAC will be given an explanation of the action of the University Librarian or the Vice-President Academic and Research and invited to re-argue the case or to recommend another candidate. In the case of a continuing disagreement between the University Librarian and the LAC, both parties shall forward their recommendations immediately to the Vice-President Academic and Research, who shall consider the case of each side and make a decision. A copy of the decision shall be forwarded to the University Librarian and the LAC.

l) The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

B5.11 Re-appointment

a) Re-appointment of a Librarian refers to two (2) situations:

i) renewal - where a Librarian in a term contract is renewed by being given another term contract for the same position as currently held.

ii) re-hiring - where a Librarian in a term contract that expires is selected for a different position and given another term contract.

b) "Same position" shall be defined for the purpose of this Article as a situation where the position has been extended for those particular reasons for which the position was originally created.

B5.12 Procedures for Renewal Appointments

a) The University, through the University Librarian, indicates that an existing term position will be continued or extended in its usual budgetary approval processes.

b) The Librarian currently occupying the term position is given the right of first consideration and asked whether they wish to apply for that same position.

c) The Librarians shall then meet and discuss the candidacy of the Librarian.

They may request information about a Librarian's performance and interview the candidate as a group. The Librarians by a simple majority vote, will determine if the renewal of the candidate is acceptable and will make a recommendation to the University Librarian. The decision will be conveyed in writing to the Librarian. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

B5.13 Procedures for Re-hiring Appointments

a) The University, through the University Librarian, indicates that there is a vacancy. The Library shall hold a competition internal to the University for Librarians with existing term appointments, and consider whether any of the candidates would be suitable. If a suitable candidate exists, the decision shall be conveyed in writing to that Librarian. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association.

b) If none of the applicants are deemed to be suitable, an external competition may be held in accordance with the normal procedures for term appointments.

B5.14 Short-Term Extensions

A one time extension of up to three (3) months of an original term contract may be authorized by the University Librarian in consultation with the Librarians.

B5.15 Temporarily Reduced Appointments

A full-time permanent Librarian, having at least seven (7) years' service with the Employer, may apply formally for a temporary partial-time (normally three-quarters or half-time) appointment for one (1) year, with a corresponding reduction in salary, subject to the following conditions:

a) Pro-ration of duties and responsibilities, as outlined in Article A-9, will be agreed to by the Member and the University Librarian;

b) a permanent Librarian on reduced appointment will work full-time for a pro-rated portion of the year, or partial-time for the whole calendar year;

c) unless otherwise expressly provided for in this Agreement, all salary-dependent benefits shall be based upon nominal salary, as applicable;

d) cost-sharing of premiums will be as specified for full-time Librarians;

e) at least six (6) months before the termination of an agreement to a reduced appointment, a Librarian may apply for a one (1) year extension of the existing agreement. Under normal circumstances only one (1) extension of the temporarily reduced appointment shall be granted. In the event that an extension is granted all salary-dependent benefits shall be prorated based upon actual salary, as applicable;

f) for the purposes of calculating time for eligibility for sabbaticals, and promotions, time spent on temporarily-reduced appointment(s) shall be pro-rated. In all other respects, the award of sabbatical leave and promotion will be based on the same considerations that apply to full-time Librarians.

B5.16 Pre-retirement Reduction of Appointment

A full-time permanent Librarian may apply for a pre-retirement half-time reduction in appointment. The Librarian's workload will have a corresponding reduction in salary on a permanent basis in accordance with the following:

a) only full-time permanent Librarians fifty-five (55) years and over with ten (10) years of service with the Employer are eligible under this Article;

b) a reduced appointment will normally run until full retirement, unless the Librarian elects early retirement;

c) the agreement can be cancelled or amended if both the Librarian and the Employer agree;

d) a Librarian on reduced appointment will work full-time at least six (6) months of the calendar year or half-time for the whole calendar year;

e) sabbatical periods, and benefits shall be pro-rated. Notwithstanding the foregoing, contributions to the pension plan shall be based on nominal salary. Pensionable service credit shall not be prorated.

B5.17 Approval Process for Change of Status

Librarians wishing to apply for a reduced appointment, pursuant to B5.15 or B5.16, are subject to the following procedure:

a) an application must be made to the Vice-President Academic and Research, with copies to University Librarian, at least six (6) months prior to the date on which the change of status shall become effective;

b) the Vice-President Academic and Research and University Librarian must be in agreement with the change. This agreement must also include the length of time that the reduced appointment will be in effect;

c) the Vice-President Academic and Research will forward a recommendation to the Board for a final decision.

d) the Librarian has the right to withdraw the application for reduced appointment prior to final ratification by the Board;

e) once approved by the Board, the reduced appointment is irrevocable except by mutual agreement between the Employer and the Librarian;

f) the Board retains the right of refusal if the request is judged contrary to the best interests of the Employer, detrimental to the academic objectives or operations of the Library, or if it involves a cost to the Employer. In cases of refusal, the Librarian will be informed of the reasons;

g) The Faculty Association will receive a copy of the official notification of change status provided to the Librarian.

## B-6 ADMINISTRATIVE AND BOARD APPOINTMENTS

B6.1 Faculty Members and Librarians who are excluded from the bargaining unit because they hold an administrative position or Board appointment shall enter or re-enter the bargaining unit upon leaving the position excluding them, and shall be entitled to the rights, privileges and accumulated credits as if time served in the excluded position had been served in the bargaining unit.

B6.2 Unless otherwise stated in the letter of appointment, Faculty Members and Librarians who are eligible for tenure, permanent appointment or promotion on the basis of Articles E2 and E7, but who are excluded from the bargaining unit because of their positions shall be assessed with respect to tenure, permanent appointment or promotion on the same basis as Faculty Members and Librarians who are in the bargaining unit.

B6.3 Individuals excluded from the bargaining unit are also excluded from election as teaching faculty to the Senate or the Board pursuant to the *University Act*, and from membership on all committees in positions reserved for teaching faculty. Should members of teaching faculty holding position on the Senate or Senate committees, or on the Board pursuant to the *University Act* be appointed to an excluded administrative positions, then they shall be immediately removed from their Senate/Board position(s), and the appropriate protocols for filling those positions shall be undertaken. A faculty Senator elected as one (1) of Senate's representatives to the Board shall retain their Senate seat while being excluded from the bargaining unit during the term of their appointment to the Board.

B6.4 Members excluded from the bargaining unit solely by virtue of their membership on the Board shall not be treated differently, for that reason, from members of the bargaining unit with respect to terms and conditions of employment.

B6.5 In the event that a University administrator is appointed to an academic position at the time of appointment as an administrator, the academic appointment process shall include consultation with the Department.

B6.6 Only University administrators who held, or were appointed to, an academic position at the time of appointment as an administrator shall be entitled to enter or re-enter the bargaining unit. No employee shall be displaced from the unit by the entry or re-entry of former academic administrators. A University administrator who does not hold an academic position is eligible to apply for an available academic position.

B6.7 A University administrator shall, after initial appointment to the University, be awarded tenure or promotion in academic ranks only in accordance with the provisions of this Agreement.

## B-7 RETIREMENT, RESIGNATION AND TERMINATION

B7.1 Resignation

a) Members wishing to resign from their employment shall give written notice to the President, with copies to their Chairperson, the Vice-President Academic and Research, and their Dean or the University Librarian, as applicable to the case.

b) Members are expected to provide the notice of resignation as soon as possible, and in any case must not give less than two (2) months' notice.

c) Employment may be terminated by mutual written agreement at any time.

d) Members resigning from a tenure or permanent stream appointment before the expiry of two (2) years shall repay the Board, on a pro rata basis, any associated relocation costs reimbursed to them or paid on their behalf by the University under Article D-8 Relocation Allowance.

e) Except with the consent of the Employer, or as otherwise provided for in this Agreement, acceptance of employment with another employer shall be deemed a resignation from the Employer (Ref. Article H-3).

f) Monies owing to a Member may be withheld until any amounts owing to the Employer are settled.

B7.2 Retirement

Members wishing to retire from their employment shall give written notice to the President, with copies to the Vice-President Academic and Research, their Chair, Dean or the University Librarian, as applicable to the case. Normally, Members shall submit written notice of their retirement no later than twelve (12) months prior to the date of retirement. However, this period may be reduced by mutual consent of the Member and the Vice-President Academic and Research.

B7.3 Termination

Any layoff, termination or dismissal shall be in accordance with the provisions of this Agreement. No Member shall be dismissed except for just cause.

# SECTION C

## C-1 LEAVES OF ABSENCE

General Considerations

C1.1 During leaves provided for in Section C, the Member may continue to participate in the pension plan and the other benefit plans for which they are eligible, as those plans permit, unless noted otherwise. The Member and the University shall each continue to pay their applicable share of contributions and/or premiums as provided for in this Agreement. The provisions of benefits will be offered in accordance with plan policies and regulatory guidelines. Where possible, Members will retain their office space and any research space assigned to them during a leave of up to six (6) months duration.

C1.2 Upon return to work, a Member who has taken leaves shall resume their former rank and step as provided for under this Agreement.

C1.3 The period of a Member's leave shall be included in the calculation of their length of service for seniority purposes, except for those leaves **that** are without pay.

C1.4 The Parties agree that the provisions of all Articles in Section C shall be not less than those in the *Employment Standards Act* and *Employment Insurance Act* as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.

## C-2 SABBATICAL LEAVE

C2.1 The University supports a policy of granting regular sabbatical leave to Members with tenure or permanency, recognizing that sabbatical leaves provide the Members with the means to extend their knowledge, further their research, increase their teaching skills, and strengthen their contacts with the international community of scholars, thereby enhancing their contribution to the University and its mission on their return. Furthermore, the University recognizes that a Faculty Member's or Librarian's first sabbatical is critical to their academic development. During part or all of this period of leave, Members are encouraged, but not required, to leave Prince Edward Island.

C2.2 Eligibility for Sabbatical

C2.2.1 A tenured Faculty Member or permanent Librarian first becomes eligible for up to one (1) full year of sabbatical leave following six (6) years of full-time service at the University of Prince Edward Island. For those joining the University from other universities, the period of six (6) years may be reduced as long as a provision is made for such reduction in the initial letter of appointment.

C2.2.2 Faculty Members with tenure and permanent Librarians, who are first time sabbaticants, shall be eligible to apply for:

a) a leave of twelve (12) months at ninety-five (95) percent salary effective for sabbaticals beginning July 1, 2014; or

b) a leave of six (6) months at one hundred (100) percent of current salary.

Both options shall be with fringe benefits and pension contributions on the full salary.

C2.2.3 Faculty Members with tenure and permanent Librarians shall be eligible to apply for:

a) a leave of twelve (12) months at eighty-five (85) percent of current salary; or

b) a leave of six (6) months at one hundred (100) percent of current salary.

Both options shall be with fringe benefits and pension contributions on the full salary.

C2.3 The period normally chosen for a full year sabbatical is the contract year July 1 - June 30 and for a six (6) month sabbatical the period normally chosen is July 1 - December 31 or January 1 - June 30.

C2.4 Members have the option of splitting a full year leave over two (2) contract years, six (6) months in each. The years need not be successive.

C2.5 For those who split their sabbatical, the period of eligibility needed for the next sabbatical is calculated from the beginning of the contract year immediately following the year in which the first six (6) month leave has been taken.

C2.6 a) A Member who has completed their first sabbatical leave has the right to apply for subsequent sabbatical leaves as described above in C2.2.4 every time the Member has completed six (6) full years of full-time service; or

b) On completion of three (3) years' full-time service, the Member may apply for a sabbatical leave of six (6) months at eighty-five (85) percent of current salary, with fringe benefits and pension contributions on the full salary. This can be taken in either the first or second half of the contract year. Whichever half-year is chosen, the period of eligibility needed for the next sabbatical is calculated from the beginning of the contract year immediately following the year in which the six (6) month leave has taken place.

C2.7 Those on sabbatical leave **are not permitted to teach courses at the University but** will be permitted to earn outside income in accordance with Article H-3 Employment in External Remunerative Activities.

C2.8 Those on sabbatical leave shall, subject to federal regulations, be entitled to receive a portion of their sabbatical salary in the form of a research grant provided that they can demonstrate to the appropriate research grants committee that such funds are required for the research to be carried out during the sabbatical leave. The tax status of expenditures under the research grant is the sole responsibility of the person on sabbatical leave.

C2.9 If a Member requests a sabbatical leave before the completion of the necessary years of full-time service, it may be considered under exceptional circumstances. The number of years of full-time service required for the Member's next sabbatical leave will, however, be increased by the amount of time lacking in the earlier period of service.

C2.10 The Chair and Dean may consider a staggered schedule of leaves that accommodate the needs of the Department and the Members who have applied for leave. In such cases or those in C2.17:

a) If a Member is approved for a sabbatical leave that is deferred, the time of deferral shall be counted towards their next sabbatical leave and they shall be eligible to apply for a subsequent sabbatical one year ahead of the normal schedule with no penalty.

b) If a Member is requested to apply for and is subsequently approved for a sabbatical leave ahead of the normal schedule for eligibility, there shall be no time penalty applied with respect to future eligibility.

C2.11 Normally Members will be expected to return to the University of Prince Edward Island for at least one (1) year following the sabbatical leave. However, under exceptional circumstances, the Employer may waive or reduce this condition. Those applying for sabbatical leave should include in the application a statement to the effect that the

applicant intends to return to full-time service at the University of Prince Edward Island following the completion of the sabbatical leave.

C2.12 A sabbatical leave shall be considered as full service by the University. Time spent on sabbatical shall be counted for salary scale step progression and promotion.

C2.13 Applications for sabbatical leave shall be sent to the Dean or to the University Librarian with a copy to the Department Chair and Coordinators of Interdisciplinary Programs, as appropriate, by August 1 of the year prior to the contract year for which the leave is planned. Applications should include an updated curriculum vitae and a detailed description of the project(s) to be pursued while on leave. Projects will normally fall into one (1) of two (2) categories, (or a combination thereof), those which advance scholarly endeavours and those which improve professional skills.

While it is not usual to grant sabbatical leave for the specific purpose of acquiring degrees, diplomas or other qualifications, projects that involve such will be considered as long as the qualifications sought are judged of special use in the area(s) of one's academic work.

C2.14 By September 1, the Dean or the University Librarian in the case of Librarians, will forward to the Vice-President Academic and Research the completed applications for sabbatical leave, together with their respective recommendation and letters summarizing the requests and setting out the arrangements proposed for replacements in each case.

C2.15 In advising the Vice-President Academic and Research, the Deans and the University Librarian will take into account the quality and feasibility of the project(s) proposed, and, in the case of those projects involving the acquiring of degrees, diplomas or other qualifications, the relevance of such for the Department, School, Faculty, Library and/or University.

C2.16 If it is necessary to defer an otherwise acceptable application for reasons that are financial or associated with the maintenance of the teaching program, the application so deferred shall be given the highest priority for the next year without the need to reapply for sabbatical leave. Moreover, the additional year of full-time service will be credited towards the next sabbatical.

C2.17 If the application is denied, or deferred for reasons specified in C2.16, the Vice-President Academic and Research shall inform the applicant and the Faculty Association of the reasons, in writing no later than ten (10) working days after the final decision has been made or December 31, whichever is sooner.

C2.18 If the application is approved, the Vice-President Academic and Research will notify the Member within 10 working days of the final decision or December 31, whichever is sooner. The notice will indicate the semester or semesters in which the sabbatical leave will take place and the percentage of salary for which the Member is eligible. For the purposes of academic planning, the Dean/University Librarian and Chair and/or Coordinators of Interdisciplinary Programs, as applicable, will receive a copy of this notice. The Association will also receive a copy of this notice.

C2.19 Within six (6) months of returning from a sabbatical leave, the Member shall submit a written report on the activities undertaken while on leave to the Vice-President Academic and Research with a copy to the Dean and Chair, as appropriate, or University Librarian. These reports will be placed in the Official Employee File.

C2.20 Once approved, the sabbatical leave is expected to be carried out, and may only be cancelled if the Member, Dean or University Librarian, as appropriate, and the Vice-President Academic and Research are all in agreement.

## C-3 STUDY LEAVE

C3.1 The University recognizes that new pedagogical and technological developments may require that individual Members be given access to appropriate training in order to acquire or to upgrade their skills. Such proposals for study leave may be initiated by either the Member or the University, but in both cases it must be agreed upon by both parties and formalized in writing. A copy of the final agreement shall also be sent to the President of the Association. A return to work provision may be required in the agreement.

C3.2 Time spent on study leave shall not count as time toward promotion, tenure, permanency, sabbatical leave, or for other purposes in the University. The Member shall continue to earn seniority rights during any study leave.

C3.3 a) A Member on an Employer-initiated Study Leave shall continue to receive his or her regular salary and benefits, as well as all tuition and travel costs, as agreed in advance between the Member and the University.

b) A Member on a Member-initiated Study Leave may be granted financial assistance at the Employer's discretion. In those cases where no financial assistance is provided, the Member on Study Leave may continue to participate in pension and group benefits for which they are eligible, provided the Member pays both the Member and the Employer shares of any premiums, without interruption. The provision of benefits will be offered in accordance with plan policies and regulatory guidelines.

## C-4 LEAVE WITHOUT PAY

C4.1 Probationary and tenured Faculty Members, and probationary and permanent Librarians, upon request in writing to the Department Chair (Dean or the University Librarian, where there is no Chair), may be granted unpaid leaves of absence at any time on an individual basis. The granting of such leaves shall not be unreasonably withheld. Leaves without pay shall be for a period of not more than three (3) years, with the possibility of extension subject to the approval of the Dean or the University Librarian, as appropriate, and of the Vice-President Academic and Research.

C4.2 Members on approved leaves of absence without pay may continue to participate in the pension and group insurance plans for which they are eligible, provided the Member pays both the Member and Employer shares of any premiums without interruption. The provision of benefits will be offered in accordance with plan policies and regulatory guidelines.

C4.3 Faculty Members and Librarians on approved leaves of absence without pay shall be considered employees of the University during their leaves of absence.

## C-5 PREGNANCY AND PARENTAL LEAVE

C5.1 A pregnant Member shall be entitled to seventeen (17) weeks Pregnancy Leave.

C5.2 During the period of pregnancy leave as specified in Article C5.1, a Member shall receive from the University:

a) for two (2) weeks, one hundred (100) percent of the Member's nominal salary;

b) for up to an additional fifteen (15) weeks, an equal amount to the difference between the EI entitlement received by the Member and one hundred (100) percent of the Member's nominal salary.

C5.3 The Member shall apply for Employment Insurance (EI) maternity benefits in the prescribed manner. If the Member is ineligible, disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for pregnancy benefits or adjust the amount of benefits that were received then, the University shall maintain the Member at eighty (80) percent of their nominal earnings for the period of their leave.

C5.4 Notice and Pregnancy Leave

a) The Member shall give the University at least six (6) weeks written notice of the date of the pregnancy leave is to begin. The notice period may be altered by mutual agreement.

b) The notice period in Article C5.4 a) shall not apply if the Member stops working because of complications caused by their pregnancy or because of a birth, still birth, or miscarriage.

c) When the employee is to return to work from the pregnancy leave, they shall provide the Employer with at least two (2) weeks' notice.

C5.5 Duration of Pregnancy Leave

**Pregnancy leave may commence at any time during the period of 13 weeks immediately preceding the estimated date of birth.**

The pregnancy leave of a Member shall end on the later of:

a) the day that is seventeen (17) weeks after the pregnancy leave began; or

b) the day that is six (6) weeks after the birth, still birth or miscarriage.

In the case where a newborn child is hospitalized, a Member may, following the day that is six (6) weeks after the birth of the child, postpone their pregnancy leave by the number of weeks the child is hospitalized but must be taken within the fifty-two (52) weeks from the date of the birth of the child.

C5.6 Leave for Parent Who Is Not Taking Pregnancy Leave

Upon the birth of a child, five (5) days' paid leave shall be given to the Member who is not the parent taking pregnancy leave, to be taken within six (6) months of the date of birth.

This leave shall also apply on the occasion of the adoption of a pre-school child coming into the custody and care of a parent for the first time.

C5.7 Parental Leave

Parental leave shall be taken only during the **seventy-eight (78)** week period commencing on the date of the child's birth or the date on which the child comes into the custody of the Member, whichever is later.

C5.8 Parental Leave on the Occasion of the Birth or Adoption of a Child

C5.8.1 On the occasion of the birth of a child or on the occasion of the adoption of a preschool child coming into the care or custody of a parent for the first time, a Member who is a parent and who has opted to take parental leave shall be entitled to a parental leave of up to **sixty-two (62)** weeks. **Total combined pregnancy and parental leave for one parent cannot exceed seventy-eight (78) weeks. Parental leave for the parent not taking pregnancy leave cannot exceed sixty-two (62) weeks.**

C5.8.2 During the first ten (10) weeks of parental leave, a Member shall receive from the University:

An amount equal to the difference between the EI benefits received by the Member and one hundred (100) percent of the Member's nominal salary;

In the case of a parental leave for adoption, the Employer shall also pay one hundred (100) percent of the Member's nominal salary for the first **one (1) week**, and an amount equal to the difference between the EI benefits received by the Member and one hundred (100) percent of the Member's nominal salary for the next **nine (9)** weeks.

C5.8.3 During the **first thirty-five (35) weeks** of parental leave, the Member may continue to participate in the pension plan and other benefit plans for which they are eligible. The Member and the University shall each continue to pay their applicable share of contributions and/or premiums as provided for in this Agreement during any parental leave. **For any period of parental leave that extends beyond thirty-five (35) weeks, the Member may continue to participate in the pension plan and other benefit plans for which they are eligible by paying both the Employee and Employer share of contributions and/or premiums as provided for in this Agreement.**

C5.8.4 The Member shall apply for Employment Insurance (EI) parental leave benefits in the prescribed manner. If the Member is disentitled or disqualified from receiving EI benefits or should EI cease to provide coverage for parental benefits or reduce the amount of benefits that were received, the Employer shall maintain the Member at eighty (80) percent of their nominal earnings for the first ten (10) weeks of parental leave.

C5.8.5 When a Member taking pregnancy leave also elects to take parental leave, the Member must commence parental leave immediately upon the expiry of the pregnancy leave. In the case of both parents being employed by the University, the combined total parental leave shall not exceed **sixty-two (62)** weeks.

C5.9 Notice Required for Parental Leave

C5.9.1 A Member shall give written notice to the University of their intention to take a parental leave at least eight (8) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.

C5.9.2 The notice period in Article C5.9.1 shall not apply if the Member stops working because the child comes into the custody, care and control of the parent sooner than expected.

C5.10 Extended Parental Leave

A Member may apply for an extended parental leave without pay, up to a maximum of one (1) year. This application shall not be unreasonably denied. Such a request shall be made at least three (3) months prior to the end of the initial period of the parental leave. During the full period of this extended parental leave, or for fifty-two (52) weeks maximum, the Member may continue to participate in the pension plan and other benefit plans for which they are eligible. Member choosing to participate shall pay both the Employee and Employer share of contributions and/or premiums as provided for in this Agreement during any extended parental leave.

C5.11 Term appointments

Notwithstanding the provisions of this Article, a Member who holds a term appointment shall not receive benefits under this Article beyond the expiry date of the Member's term of appointment.

## C-6 LEAVE TO ACCEPT PUBLIC OFFICE

C6.1 Members are free to enter public life and to seek elected local government office, a seat in the Legislature, or a seat in the Parliament of Canada. Upon accepting nomination for public office, a Member is expected to communicate their intention to the President through the office of the Dean concerned and the Vice-President Academic and Research, or the office of the University Librarian and the Vice-President Academic and Research for Librarians.

C6.2 In the absence of special circumstances, Members nominated for or elected to local government office will be expected to continue to carry out their responsibilities to the University.

C6.3 Upon request, Members who are candidates in a federal or provincial election shall be granted a leave of absence with full salary and benefits, applicable during the official period of active campaigning prior to the date of election. In the absence of such requests, candidates may be required to accept leaves of absence with full salary and benefits during the official period of active campaigning.

C6.4 Such leave shall not be available to a Member who is on leave without pay.

C6.5 If elected to the Legislature, the Member is entitled to leave of absence without pay for a period of each year in which the Legislature sits and, if a Minister of the Crown, is entitled to leave of absence without pay during their tenure of office. If elected to Parliament, the Member is entitled to leave of absence without pay during the duration of Parliament. Arrangements involving full-time leave of absence normally hold for a maximum of two (2)

terms of public office or ten (10) years, whichever is longer. If a Member continues to serve after the ten (10) year period, the Member is expected to resign their University post and may be required to do so; if thereafter, the Member wishes to return to the University, the appointment is subject to the procedures applicable to a first-year appointment.

C6.6 If mutually acceptable arrangements are feasible, a Member may be given the equivalent of a sessional, temporary, or part-time appointment during the period of the leave, and during such appointment, may be accorded, as a matter of courtesy, the style and title of their rank before the leave.

C6.7 While on leave without pay to serve in political office, benefit provisions for Members on leave without pay shall apply, providing the Member is not eligible to participate in any other benefit plan by virtue of their holding public office.

C6.8 After the expiry of the term or terms of public service, if the Member has not resigned from the University, or has not been required to do so in accordance with this Article, the Member is entitled to return to the University without reduction in rank. The Member shall provide, within sixty (60) days of the expiry of the term of the office, written notice of their intention to return to the University, and indicating the intended date of return. The date of return must be within one (1) year of the expiry of the term of office.

## C-7 SICK LEAVE

C7.1 a) Sick leave is intended to provide short-term income protection for illnesses or injuries that render probationary and tenured Faculty Members or probationary and permanent Librarians unable to carry out their responsibilities to the Employer. For any one such absence of fewer than eight (8) consecutive working days, or any number of absences adding up to fewer than fourteen (14) working days in one (1) academic semester, no medical documentation is required. For any single absence lasting eight (8) or more consecutive working days, or for multiple absences totaling fourteen (14) or more working days in one (1) academic semester, medical documentation may be required, at the Employer's request.

b) The maximum period for full pay and benefits shall be six (6) months (one hundred and thirty-two (132) working days).

c) Benefits for prolonged periods of disability are provided under a Long Term Disability plan for eligible Members.

C7.2 Members with term appointments will accumulate sick leave credits at the rate of one and one quarter (1 1/4) days per month, for any month in which the Member works a minimum of ten (10) working days.

C7.3 The Member shall inform the Chair (or the Dean or University Librarian, as appropriate, where there is no Chair) as soon as possible of their illness in order that adequate alternative arrangements can be made to fulfill the Member's duties.

C7.4 The Department Chair (or Dean or University Librarian, as appropriate, where there is no Chair) shall advise the Human Resources office immediately when an absence due to illness or injury lasts eight (8) consecutive working days, or totals fourteen (14) non-consecutive working days in one academic semester.

C7.5 The Member shall keep the Employer informed of the latest medical opinion as to the likely duration of any extended or frequent illness. The Member shall provide periodic medical evidence verifying the illness and anticipated return-to-work date.

## C-8 VACATION

C8.1 a) Faculty Members employed on a twelve (12) month basis shall be entitled to an annual vacation with pay of one (1) month, defined as twenty-three (23) working days. Faculty Members with term appointments shall have their vacation prorated to the term of their appointment as a proportion of one (1) year. Vacation for Faculty Members shall be calculated on the contract year and shall be deemed to have been used annually.

b) Librarians employed on a twelve (12) month basis shall be entitled to an annual vacation with pay of one (1) month, defined as twenty-three (23) working days. After ten (10) years of service this shall be extended to twenty-five (25) working days and after eighteen (18) years of service shall be extended to thirty (30) working days.

c) With the written approval of the University Librarian and the consent of the Director of Human Resources, Librarians may be allowed to carry forward vacation credits. However, the maximum accumulated vacation credits a Librarian may have at any one time will be limited to two (2) years' entitlement. Librarians on resigning or on retiring will be allowed to carry over a maximum of one (1) year's earned vacation entitlements to be taken after their last day of work at the University.

d) Vacation leave may be taken in one (1) or more segments.

C8.2 Members shall consult the Department Chair, or Dean where there is no Chair, or University Librarian, at least four (4) weeks in advance of taking vacation leave of more than four (4) days, and shall give due consideration to their responsibilities to the University.

C8.3 A Member on a one (1) year sabbatical leave shall be deemed to have taken their vacation entitlement for that year. A Member on a six (6) month sabbatical shall be entitled to one-half (1/2) their normal entitlement for annual vacation.

## C-9 HOLIDAYS

C9.1 The following shall be paid holidays for all Members:

New Year's Day;

Islander Day;

Good Friday;

Easter Monday;

Victoria Day;

Canada Day;

Gold Cup and Saucer Day (in lieu of August Civic Holiday);

Labour Day;

**National Day for Truth and Reconciliation**

Thanksgiving;

Remembrance Day;

Christmas Day;

Boxing Day; and

any other day declared a holiday by the Board of the University, by the Federal Government, or by the Provincial Government.

C9.2 Should any of the above holidays fall on a Saturday or Sunday, the time-off for same will be given on the following workday.

C9.3 Librarians required by the Employer to work on a holiday will be compensated with time off equivalent to one and one half that worked, to be taken at a time mutually agreed by the Member and University Librarian provided that it is to be taken before the end of the contract year.

C9.4 Members shall also be entitled to other religious holidays and observances by written agreement, in advance, with their Chair and Dean (or the University Librarian, where applicable).

## C-10 COMPASSIONATE AND BEREAVEMENT LEAVE

C10.1 When there is a death or critical illness of a parent, spouse, common-law spouse, brother, sister or child, the Member concerned may arrange, with the approval of the Department Chair (or Dean or University Librarian, as appropriate), for leave from all of the individual's duties and responsibilities. Such leaves shall be with full **pay** and benefits for a period of not more than five (5) working days.

C10.2 In an emergency, an application may be made by telephone (to be confirmed in writing) where the particular circumstances warrant.

C10.3 When there is a death of a grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, grandchild, fiancé or fiancée, or any second degree relative who has been residing in the same household, the Member concerned may arrange, with the approval of the Department Chair (or Dean or University Librarian, as appropriate), for leave from all of the individual's duties and responsibilities. Such leaves shall be with full **pay** and benefits for a period of not more than three (3) working days.

C10.4 Where a funeral takes place outside Prince Edward Island, **the** leave may be extended by a maximum of an additional three (3) working days to allow travel time.

C10.5 A Member shall be granted one (1) day of leave for funeral duties or for attending the funeral of any second degree relative not specified in C10.3.

**C10.6 Compassionate Care Leave**

**The Employer shall, in accordance with the Employment Standards Act, grant a Member an unpaid compassionate care leave for a period of up to 28 weeks for the purpose of providing care and support to a family member of the Member if the Member provides to the Employer a copy of a certificate issued by a medical practitioner stating that a family member of the Member has a serious medical condition carrying with it a significant risk of death within 26 weeks. Any such compassionate care leave shall be administered in accordance with the provisions and requirements of the Employment Standards Act. During the period of the compassionate care leave, or for 28 weeks maximum, the Member may continue to participate in the pension plan and other benefit plans for which they are eligible. A Member choosing to participate shall pay both the Employee and Employer share of contributions and/or premiums as provided for in this Agreement during any compassionate care leave.**

**C10.7 Critically Ill Child Leave**

**The Employer shall, in accordance with the Employment Standards Act, grant a Member who is the parent of a critically ill child, an unpaid leave for up to 37 weeks within a 52 week period for the purpose of providing care and support to the critically ill child if the Member provides to the Employer a copy of a certificate issued by a medical practitioner stating that the child's life is at risk as a result of an illness or injury. Any such critically ill child leave shall be administered in accordance with the provisions and requirements of the Employment Standards Act. During the period of the critically ill child leave, or for a maximum of 37 weeks within a 52 week period, the Member may continue to participate in the pension plan and other benefit plans for which they are eligible. A Member choosing to participate shall pay both the Employee and Employer share of contributions and/or premiums as provided for in this Agreement during any critically ill child leave.**

**C-11 SPECIAL NEEDS, DOMESTIC VIOLENCE, INTIMATE PARTNER VIOLENCE OR SEXUAL VIOLENCE LEAVE**

**C11.1 The Employer shall at the request of a Member, grant the Member up to two (2) weeks leave with pay and full benefits as provided in the Employment Standards Act and Regulations which the Member may choose to take intermittently or in one continuous period during a twelve-calendar month period for a domestic violence leave, intimate partner leave or sexual violence leave. A Member seeking such leave must advise the Employer of the Member's intention to take the leave, the commencement of the leave, and the anticipated duration of the leave.**

**C11.2 Where C11.1 does not apply and when** any kind of urgent situation in a Member's immediate family occurs, and such clearly requires the Member to be absent from the University for compassionate reasons, the Member shall be entitled to up to two (2) weeks leave with pay and full benefits. Special needs may include, but are not restricted to, resettlement of an aged or disabled parent, serious illness of parents, spouse, children or other family members, and medical treatments of parents, spouse or children that cannot be provided in the Charlottetown area. Members shall notify the Chair, Dean or University Librarian as soon as possible of their need to take special needs leave, and the Employer may request appropriate documentation.

## C-12 JURY/WITNESS LEAVE

C12.1 The University shall grant leave with full pay and benefits to Members, other than those on any form of leave without salary, who are required by law to serve as jurors in a court of law.

C12.2 The University will grant leave with full pay and benefits to a Member, other than those on any form of leave without salary, who is required by law to serve as a witness in a court action or statutorily-established tribunal, provided that the Member has not initiated the action or is not acting as a defendant with regard to the Member's private affairs.

C12.3 The Member taking such leave is expected to advise the Chair (or Dean or University Librarian, where appropriate).

## C-13 EXCHANGE LEAVE

An Exchange Leave occurs when a full-time Member exchanges positions with a Faculty Member or Librarian at another institution. The Parties agree that such exchanges shall be implemented within the following guidelines:

C13.1 Before an exchange may be implemented, the Dean or University Librarian shall make a recommendation to the Vice-President Academic and Research concerning the application. The exchange must be approved by the Vice-President Academic and Research in advance. Such approval shall not be arbitrarily withheld, and any decision not to approve shall be explained in writing to the Member.

C13.2 Members wishing to become part of such an exchange shall normally make application to the Department or Library four (4) months before the proposed leave is to begin.

C13.3 Each exchange employee shall retain their home university salary, pension rights and other benefits.

C13.4 The University shall provide to the Faculty Member or Librarian coming to the University the normal facilities and privileges.

C13.5 Time spent on exchange shall be counted for salary scale step progression, tenure, permanency, promotion and sabbatical leave.

C13.6 Such exchanges shall not normally be for more than one (1) year.

## C-14 PROFESSIONAL DEVELOPMENT AND CONSULTATIVE LEAVES

C14.1 Members may attend conferences, workshops, seminars and meetings for professional development purposes and may consult sources outside the University, visit laboratories and/or libraries and seek other sources of material for scholarly endeavours. For such leaves from their normal responsibilities, a Member shall advise their Chair or Dean or University Librarian, as appropriate, of the impending absence and shall ensure that proposed arrangements for meeting their obligations and responsibilities are acceptable to the Chair or Dean or University Librarian, as appropriate. Such leave shall not exceed five (5) working days except with the written approval of the Dean.

## SECTION D

### D-1 SALARY

D1.1 a) For the term of this Agreement, the salary scale for Faculty Members shall be in accordance with Appendix “A”, Schedule of Salary Minima.

b) For the term of this Agreement, the salary scale for Librarian Members shall be in accordance with Appendix “B”, Schedule of Librarian Salaries.

c) For the term of this Agreement, the salary scale for Sessional Instructors and Faculty teaching overload shall be in accordance with Appendix “C”.

d) For the term of this Agreement, hourly rate of pay for Clinical Nursing Instructors shall be in accordance with Appendix “D”.

D1.2 Unless otherwise provided in this Agreement, Faculty and Librarian Members shall continue to move up one (1) increment step on the salary schedule on July 1 of each employment contract year in which the Collective Agreement is in effect, until they reach the top step in their rank.

D1.3 Faculty Members and Librarians whose initial appointments become effective between July 1 and December 31 inclusive, shall move up one (1) increment step on July 1 of the following year. Those whose appointments become effective between January 1 and June 30 inclusive shall move up one (1) increment step on July 1 of the following calendar year.

D1.4 Faculty Members or Librarians who are promoted in rank shall be placed at the appropriate step in the rank that is closest to but not less than the salary in the former rank ensuring the increase is equivalent to at least one full increment.

### D-2 ADMINISTRATIVE RELEASE AND ALLOWANCES

D2.1 a) Chairs of academic departments with up to three (3) full-time faculty in addition to himself or herself shall be entitled to release time equivalent to one (1) three (3) hour credit course per year plus an administrative allowance of eight hundred dollars ($800) per annum, pro-rated to the period of their respective terms as Chair.

b) Chairs of academic departments with four (4) to fourteen (14) full-time faculty in addition to himself or herself shall be entitled to release time equivalent to two (2) three (3) hour credit courses per year **or six (6) weeks of clinical service work** plus an administrative allowance of one thousand six hundred dollars ($1,600) per annum, pro-rated to the period of their respective terms as Chair.

c) Chairs of academic departments with fifteen (15) or more full-time faculty shall be entitled to release time equivalent to two (2) three (3) hour credit courses per year **or six (6) weeks of clinical service work** plus an administrative allowance of three thousand two hundred dollars ($3,200) per annum, pro-rated to the period of their respective terms as Chair.

d) **In addition,** Chairs of academic departments in the Faculty of Veterinary Medicine shall be entitled to **three** thousand dollars **($3,000)** allotted annually to career and professional development which can be carried over to a maximum of three years and will be administered by the Dean.

e) Coordinators or Directors of Interdisciplinary Academic Programs shall be entitled to release time equivalent to one (1) three (3) hour credit course per year.

f) The specific details of any course release will be determined between the Chair or the Interdisciplinary Academic Program Director/Coordinator, and the Dean.

g) Faculty Members acting in the capacity of Chair for a period of four (4) months or more shall be eligible for the applicable release time and any allowance, pro-rated to the time during which they are serving in the acting capacity.

D2.2 In the event that a full-time Faculty Member assumes the role of the Director of the Webster Centre, they shall be entitled to a half-time release from their regular faculty and departmental responsibilities, with the expectation that they will continue to teach during their term as Director, and devote half of their time to the responsibilities of the Director.

D2.3 In the event that a full-time Faculty Member assumes the role of the Chair, AVC Admissions Committee, they, at the discretion of the Dean, will be entitled to an administrative release from their regular Faculty and departmental responsibilities.

D2.4 Members who must, by statute, belong to a professional association in order to practice in their discipline within their role at the University will, upon presentation of receipts, be reimbursed for the cost of the professional dues for these associations, up to a maximum of five hundred dollars ($500) per annum.

**D-3 OVERLOAD**

D3.1 Subject to Article**s H1.6 and** H1.9, with the agreement of the Faculty Member concerned and in accordance with the policies and procedures existing within respective departments, the Dean may approve an overload course assignment for a Faculty Member **who is qualified to teach the course and whose** composite workload is otherwise considered full-time. **Faculty Members may accept up to 2 overload course assignments in an academic year.** Such overload assignments shall be remunerated in accordance with Appendix C, Schedule of Sessional Stipends, Step 1.

D3.2 In those cases where the overload work is shared by more than one Member, or where the overload work consists of less than the equivalent of a full credit course or professional service equivalent, the stipend shall be pro-rated accordingly.

D3.3 In the event that an overload course is cancelled with less than thirty (30) days' notice, the Faculty Member who was contracted to teach the course shall receive **seven** hundred dollars (**$700**). When a cancellation occurs after teaching has already begun, the Faculty Member shall receive a pro-rated stipend or **seven** hundred dollars (**$700**), whichever is greater.

D3.4 Each Member who is asked to be on call and available for the provision of emergency clinical services shall be remunerated at the rate of **two** hundred and fifty dollars **($250)** per week. The rate of remuneration for being on call for less than a week shall be **twenty-five** dollars (**$25**) per weeknight and **sixty-two** dollars and fifty cents (**$62.50**) per week end day and night.

D3.5 Each Member who provides emergency veterinary clinical services on evenings, nights, weekends, holidays, or at times when the University is officially closed, shall be remunerated at a rate of **one hundred and fifty** dollars (**$150**) per hour (billable) spent directly involved in providing the service.

## D-4 MARKET DIFFERENTIALS

D4.1 A Market Differential may, at the discretion of the Board, be added to a Member's salary when necessary to recruit or retain a person in a high market demand occupation. A high market demand occupation is one in which a salary premium is necessary to recruit or retain persons with well-defined qualifications in the face of competition in the academic market, taking into consideration salaries paid to individuals of comparable qualifications, experience and levels of accomplishment at other universities.

D4.2 Where Market Differentials are applied, a base salary shall be determined in the usual manner for determining rank and step, and then a market differential consisting of a lump sum shall be applied to arrive at the total annual salary.

D4.3 Salary adjustments shall be applied to the total annual salary. The total annual salary shall be utilized for pertinent pension and benefits calculations.

D4.4 Unless otherwise specified in the letter of appointment, the Market Differential will remain in effect as long as the Member continues to work in the same position.

D4.5 The Association shall be notified of the names of the recipients of all Market Differentials and the amount of each. Any information contained therein which has the effect of revealing individual salaries shall be held in strict confidence.

D4.6 Not more than twenty-five (25) percent of the academic salary budget in each academic year is to be administered as Market Differentials.

## D-5 GROUP BENEFITS

D5.1 Eligible Members shall be provided with the following group benefits, in accordance with University policies and plan provisions:

a) Group Life Insurance;

b) Accidental Death and Dismemberment Insurance;

c) Supplementary Health Care Insurance;

d) Long Term Disability Insurance;

e) Pension Plan;

f) RRSP;

g) Travel Insurance;

h) Employee and Family Assistance Program (EFAP).

D5.2 The Employer shall provide Members with copies of the group benefits booklets and shall place copies of current booklets on the Human Resources web site.

D5.3 Joint Benefits Management Committee

a) The role of this Committee shall be one of management, education, adequacy of coverage, plan design and premium review. It shall have jurisdiction over Supplementary Health Care Insurance and Long Term Disability Insurance.

b) The Joint Benefits Management Committee shall consist of two (2) Members appointed by the Association, who shall be members of this Plan, and two (2) persons appointed by the Employer. Each Committee member shall serve for a three (3) year term with appointments from each of the Parties staggered so that the Committee retains at least two (2) members from the previous year. Members may be re-appointed for consecutive terms.

c) Recommendations of the Joint Benefits Management Committee will require agreement between the Employer and the Association, or as may be required by law.

D5.4 Group Life Insurance (Group Life) and Accidental Death and Dismemberment Insurance (AD&D)

a) All Faculty Members, Librarians and Clinical Nursing Instructors with tenured, probationary or permanent appointments shall be eligible for Group Life and AD&D insurance. Members with term appointments of eight (8) months or more or part-time appointments of twelve (12) months or more shall also be eligible.

b) Participation in this Plan is mandatory for eligible Members.

c) Members shall pay one hundred per cent (100%) of the premiums for Group Life Insurance and for Accidental Death and Dismemberment Insurance coverage through payroll deductions.

d) With the approval of the carrier and subject to the carrier's terms and conditions, participating Members will be provided the opportunity of purchasing, at 100% of the cost, optional spousal life coverage.

e) With the approval of the carrier, and subject to the carrier's terms and conditions, participating Members shall be provided with the option of purchasing, at 100% of the cost, additional maximum Group Life benefit coverage.

Supplementary Health Care

D5.5 a) The Association agrees to participate in the University of Prince Edward Island Supplementary Health Care Plan, in accordance with the provisions of the Plan policy.

b) All Faculty Members, Librarians and Clinical Nursing Instructors with tenured, probationary or permanent appointments shall be eligible to participate in the Plan. Members with full-time term appointments of eight (8) months or more or part-time appointments of twelve (12) months or more shall also be eligible. Participation in this Plan is mandatory for eligible Members and optional for Members with proof of coverage in another Plan.

c) UPEIFA Unit 1 and UPEIFA Unit 2 Members, and academic administrators such as Deans, Associate Deans, and the University Librarian shall also participate in the UPEI Supplementary Health Care Plan.

d) The Supplementary Health Care Plan coverage will be provided for past and future retired Members on the basis of whatever cost sharing was in effect at the time of their retirement, provided the Member was employed by the University for a continuous period of at least five (5) years immediately preceding retirement. However, any eligible Member who retires on or after July 1, 2017 shall pay 45% of the cost of such benefits**; any eligible member who retires on or after Date of Signing shall pay 50% of the cost of such benefits.**

e) The coverage provided by the Supplementary Health Care Plan shall be those in place as of June 30, 2016, subject to any subsequent changes made thereafter.

f) The cost of the premium for the Supplementary Health Care Plan and EFAP shall be shared on the basis of:

37.5% Employee / 62.5% Employer

Long Term Disability (LTD)

D5.6 a) Subject to insurability, participation in this Plan is mandatory for eligible Members.

b) All Faculty Members, Librarians and Clinical Nursing Instructors with tenured, probationary or permanent appointments are eligible.

c) All term Faculty Members, Librarians and Clinical Nursing Instructors whose initial and any subsequent renewal appointment(s) total a minimum of twenty-four (24) months of uninterrupted employment shall be eligible for LTD benefit coverage up to a maximum of two (2) years' benefit.

d) Members shall pay one hundred percent (100%) of the premiums for Long Term Disability Insurance coverage through payroll deductions.

## D-6 PROFESSIONAL DEVELOPMENT AND TRAVEL REIMBURSEMENT (PDTR)

D6.1 a) Probationary and tenured Faculty Members and probationary and permanent Librarians and probationary and Term CNIs shall receive the Professional Development and Travel Reimbursement (PDTR).

b) Term Faculty Members and Term Librarians and Term CNIs with appointments of eight (8) months or longer will be eligible to receive PDTR pro-rated according to the term of employment.

c) The annual PDTR amount shall be reduced on a pro-rated basis for tenured Faculty Members and permanent Librarians who go on a reduced or part-time appointment, or any member on a leave of absence under Article C-4 (Leave without Pay) and/or C-6 (Leave to Accept Public Office).

D6.2 The PDTR rate is set at one thousand seven hundred dollars ($1700) per annum.

D6.3 Faculty Members and Librarians shall receive reimbursement of PDTR claims upon presentation of original receipts. Any portion that is not claimed in a given year shall be carried forward for three (3) years.

D6.4 Expenses that can be claimed include but are not limited to:

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) books and subscriptions to scholarly journals;

e) expenses directly associated with teaching responsibilities or current active research or professional programs;

f) equipment or instruments, including computers and musical instruments;

g) Internet Access Service.

D6.5 In accordance with University policy, all assets acquired with PDTR funds remain the property of the University. After four (4) calendar years from the date of purchase, or upon retirement or resignation, the Member has the option of purchasing these items from the University at fair market value.

## D-7 START-UP FUNDING AND RESEARCH GRANTS IN LIEU OF SALARY

D7.1 New tenure stream Faculty members shall be provided with a twenty-five hundred dollar ($2500) start up research grant.

D7.2 A Faculty Member or Librarian may request a portion of their salary in the form of a research grant, provided that they can demonstrate to the appropriate research grants committee that such funds are required for the research to be carried out. The applicant for a research grant in lieu of salary shall submit a research proposal along with an itemized budget for the proposed research to the Vice-President, Research and Development. The tax status of expenditures under the research grant is the sole responsibility of the Member receiving the grant.

## D-8 RELOCATION ALLOWANCE

D8.1 The University will provide newly hired Faculty Members and Librarians with economy one-way airfare to Charlottetown plus similar airfare for spouse and dependents, or actual travel costs if less, against receipts, toward the relocation of a successful candidate being appointed from a regional, national or international employment search, who resides outside of Prince Edward Island.

D8.2 In addition, for tenure stream and probationary/permanent Members and Members holding term appointments of nine (9) months or longer, the following will apply:

a) The Employer will contribute towards eligible relocation costs from within Canada up to a maximum of one (1) month's salary, based upon the salary offer at the time of recruitment.

b) In addition, savings realized under D8.1 above, between the actual receipted transportation costs and the equivalent economy airfare(s) to Charlottetown from the nearest point of departure, may be applied toward the cost of relocation in D8.2 a).

c) In the case of relocation from outside of Canada, the Employer will provide an additional one thousand dollars ($1,000)(CDN).

D8.3 Members appointed to terms of shorter than nine (9) months duration may receive some relocation assistance, additional to that provided for in D8.1, at the discretion of the Vice-President Academic and Research.

D8.4 a) Resignation of a Member holding a tenure stream and/or probationary/permanent appointment will require repayment of the relocation allowance, in accordance with Article B7.1d).

b) Members holding term appointments, who resign within the first nine (9) months of the appointment, shall repay the Board all relocation allowances specified in Article D8.2.

D8.5 Term Members hired for successive limited-term appointments shall not, for the present purpose, be considered newly appointed.

D8.6 In exceptional circumstances, and at the discretion of the Vice-President Academic and Research, actual moving expenses above these limits may be paid.

D8.7 Implementation of this Article will be in accordance with University policy and applicable tax regulations.

## D-9 TUITION WAIVER

D9.1 The Spouse and Dependant(s) of:

a) Tenured Faculty Members

b) Tenure Track Faculty Members

c) Permanent Librarians

d) Probationary Librarians

e) Probationary CNIs

f) Permanent CNIs

g) Full-time Faculty Members, Librarians and CNIs on term contracts of one year or more

h) Full-time Faculty Members, Librarians and CNIs on term contracts of less than one year who complete after July 1, 2016 three consecutive years of terms (i.e., by no earlier than July 1, 2019).

shall be eligible to apply for a fifty (50) percent tuition discount for all courses offered by UPEI in any undergraduate program. The waiver shall be calculated based on the cost of a regular undergraduate course to a maximum lifetime total of 120 credit hours per student.

D9.2 Permanent part-time CNIs on an appointment of less than twelve (12) months, their Spouse, and Dependants shall be provided a waiver of tuition for all courses offered by UPEI in any undergraduate program. The waiver shall be calculated as follows: for part-time appointments of less than twelve (12) months, a waiver pro-rated according to the number of months contracted, to a maximum of fifty (50) percent, applicable within the same academic year.

D9.3 “Spouse” shall mean a person who either is legally married to a Member or cohabits with the Member for at least 12 months in a conjugal relationship.

D9.4 “Dependant(s)” are defined as those individuals for whom the Member is eligible to claim tax credit under the Income Tax Act.

## SECTION E

## E-1 EVALUATION OF TEACHING AND FACULTY REVIEW PROCEDURES

Preamble

Teaching Surveys, Faculty Reviews and other assessments described in Article E-1 are primarily for formative purposes.

E1.1 Evaluation of Teaching Performance

E1.1.1 Whenever this Agreement calls for an evaluation of the teaching performance of a Faculty Member in relation to, re-appointment, tenure, or promotion, then the evaluation, recommendations and decisions shall be carried out in accordance with Article E-1.

E1.1.2 Evaluations shall be conducted in accordance with the principles of academic freedom and the statements of rights and responsibilities of Faculty Members in this Agreement.

E1.1.3 For purposes of the Agreement, teaching includes, but is not limited to, any of the following activities performed by Faculty Members either in a classroom or laboratory, through correspondence, or from a distance through the use of technologically assisted instruction:

a) giving courses; conducting seminars; guiding tutorials, laboratories or studio work; supervising fieldwork and study projects;

b) preparing or correcting assignments, tests and examinations;

c) guiding the work of teaching assistants, markers or laboratory instructors;

d) guiding and evaluating students' individual work, such as theses and papers;

e) conducting consultations with student(s) outside of class or laboratory time;

f) participating in the development of teaching methods, programs or course content;

g) preparing instructional material, laboratory exercises or course notes for the Faculty Member's own students;

h) authoring or reviewing textbooks and other instructional material, it being understood that such authorship may also be considered when evaluating a Faculty Member's scholarly endeavours; or

i) other teaching related activities, including those undertaken to ensure that a Faculty Member's teaching is in keeping with the current state of the subject taught.

E1.2 Procedures for Teaching Evaluation

E1.2.1 An evaluation of a Faculty Member's teaching performance shall only take place when required by the Agreement. No evaluation of teaching performance may consider a period of less than three (3) years except or where necessary in the case of re-appointment, or

a request for accelerated promotion, or when suggested by the Faculty Member or the Faculty Member's Chair.

E1.2.2 Any person or committee assessing a Faculty Member's teaching performance shall **consider** all aspects of teaching as well as the context within which the Faculty Member works. Assessments of teaching performance must take due note that:

a) a Faculty Member's stronger performance in some aspects of teaching may compensate for a weaker performance in other aspects of teaching;

b) a Faculty Member's teaching shall be considered stronger if performance is good in several kinds of teaching activities;

c) an entire department or discipline may differ significantly from the academic staff as a whole, and this may or may not influence interpretation of information on teaching performance of individual Faculty Members. Differences among departments and disciplines must be considered when assessing teaching performance.

E1.2.3 Any Faculty Member applying for promotion or tenure shall include in their application a Teaching Dossier as described in E3.1.2. Any person or committee assessing a Faculty Member's teaching performance for the purposes of promotion or tenure shall base the assessment on the Faculty Member's Teaching Dossier.

E1.2.4 Any Faculty Member whose teaching performance is being evaluated has the right to submit any information they believe to be relevant to the evaluation.

E1.2.5 No anonymous or unsolicited information may be used to form the basis of any teaching evaluation or be included in the evaluation of a Faculty Member except for statistical data arising from an approved student opinion or teaching survey process.

E1.2.6 Any person or committee assessing a Faculty Member's teaching performance shall make due allowance for any special circumstances which may have affected the Faculty Member's teaching performance.

E1.2.7 Any person or committee preparing an assessment of a Faculty Member's teaching performance shall include in the assessment:

a) a statement of the scope of the assessment and the sources of information used;

b) a summary of the information gathered; and

c) an analysis of the information gathered and the results of the assessment.

E1.2.8 The result of an evaluation shall not be used to assign Faculty Members any quantitative rankings. Evaluations shall not be used to rank Faculty Members against each other.

E1.3 Student Opinion of Teaching Surveys

**Student Opinions of Teaching Surveys provide important information about teaching performance. The parties recognize that they may be biased against members who are perceived as being from historically or structurally**

**disadvantaged groups. This must be taken into consideration when the results of Student Opinions of Teaching Surveys are used for a process under this agreement.**

E1.3.1 The Student Opinion of Teaching Survey will be conducted in all for-credit courses where, following Senate guidelines, the Department determines that there are sufficient numbers of students enrolled in the course. When the Student Opinion of Teaching Survey is conducted in a for-credit course, it shall be done no more than once per instructor per offering. Surveys shall be administered in a manner which is determined by the Faculty Member's Department **or School** (or Faculty **in** non-departmentalized units) in accordance with this Agreement, and which ensures confidentiality for the Faculty Member. Access to the statistical results of the survey shall normally be restricted to the surveyed Faculty Member, and their Department Chair (or in Faculties without Chairs, the Dean), except as required by this Agreement. No access shall be given to written comments except with the Faculty Member's consent.

a) Teaching Surveys shall consist of written questionnaires, administered in such a way as to afford all students in a given course or class a reasonable chance to respond. They may also consist of electronic versions of the standard written questionnaire appropriate for that particular Faculty Member.

b) Such questionnaires shall be constructed so as to obtain a fair and reasonable assessment of student opinion of a Faculty Member's performance. Except for the written comment questions, all questions shall be constructed so that the answers may be aggregated to provide a mean score for each question.

c) The same Teaching Survey questionnaire shall be used for all courses given by any one department, except where allowed for by this Agreement. All such questionnaires shall be constructed so as to give roughly equal weight to each of the questions. No more than twenty-five (25) percent of the questions shall be designed to assess the Faculty Member's overall effectiveness as a teacher. All such questionnaires shall begin with a common set of no more than seven (7) University-wide questions established by the Questions Committee.

d) In recognition of the fact that teaching methodologies vary widely among disciplines (for example, some courses have laboratories), the questionnaire shall also contain up to five (5) additional questions which may be added by the Department (or Faculty or School). Each Department shall consult carefully with the Questions Committee and obtain its written agreement regarding the appropriateness of its proposed additional questions. All such questions shall be consistent with all other provisions of this Agreement. The questionnaire shall be agreed upon at a Departmental meeting in advance of its use. Where appropriate, the Department may approve a different questionnaire for clinical or laboratory courses, or those courses delivered via computer networks, media, or by correspondence, etc.

e) Each questionnaire will provide an opportunity for students to make detailed written comments. Comments shall be placed in a sealed envelope and returned directly to the Faculty Member after the completion of the course and grades have been submitted to the Registrar, to assist

the Faculty Member in evaluating all aspects of the course. Students shall be informed that these comments will be returned directly to the Faculty Member under these conditions.

f) The survey shall be held within the final quarter of each course, and announced to the students at least one (1) class in advance. The scheduling of the Teaching Survey shall be determined by the Faculty Member responsible for the course. In courses with multiple Faculty Members, a separate survey shall be done for each Faculty Member responsible for a minimum of twelve (12) hours per semester in that course. At the Atlantic Veterinary College, a separate survey shall be done for each Faculty Member responsible for a minimum of six (6) hours for pre-clinical courses or a minimum of twenty-five (25) percent contribution to a clinical rotation. In cases other than clinical rotations, where the Faculty Member teaches less than one-third (1/3) of the total hours in the course, another form of evaluation besides Student Opinion of Teaching Survey shall be used, provided that agreement was received from the Questions Committee as to the appropriateness of that instrument(s) of evaluation. Such surveys may be grouped at the end of the course, or administered at the end of the block given by the instructor to be assessed, as appropriate. At least twenty (20) minutes of class time will be provided for the students to complete the survey forms (or electronic surveys) and the Department (or Faculty or School) shall provide an equal opportunity for any student with special needs to evaluate.

g) Non-electronic questionnaires shall be distributed and collected and returned to the Departmental secretary by a person agreed to by the Faculty Member and the appropriate Chair or Dean. The Faculty Member shall leave the room during the survey process. After the surveys have been collected, they will be placed in a sealed envelope. This envelope shall not be opened until after the final marks for the course have been submitted to the Registrar's Office.

h) The envelope shall be opened and a statistical summary of the results will be prepared by a neutral person agreed to by the Faculty Member and the Chair or Dean, as appropriate. The survey data including statistical summary shall be given to the Faculty Member within three (3) weeks after the submission of grades for the course to the Registrar's Office. The survey data, except for statistical results which are shared with the University, remain the property of the Faculty Member.

i) The procedures in e), f), g) and h) above may be modified as appropriate for electronic surveys of regular courses, courses delivered via the web, by correspondence, etc., provided that such modifications were approved by the Questions Committee and the general principle of confidentiality for the Faculty Member is maintained. The same set of university-wide questions and Departmental questions described in c) and d) above shall be used in both electronic and non-electronic Teaching Surveys, as appropriate to the Department, School or Faculty. Survey data in electronic format remains the property of the Faculty Member, except for statistical results which are shared with the University, and shall not be destroyed before providing the Faculty Member with a paper or electronic copy at the Faculty Member's choosing.

j) The statistical results of the Student Opinion of Teaching Surveys, which have been shared with the University, and placed in the Official Employee File, shall be used only as expressly required by this Collective Agreement, or by mutual agreement of the Parties.

E1.3.2 Review of Questionnaires

a) Beginning in January 2010, every five (5) years thereafter, or when requested by either party, the Questions Committee shall be constituted with seven (7) members: the Vice-President Academic and Research, four (4) Faculty Members appointed by the Association, and two (2) members of Senate elected by Senate. The Vice-President Academic and Research shall Chair. The Questions Committee shall implement the conditions of this Agreement as is appropriate to its role described in this Article E-1. The Questions Committee shall decide issues by simple majority vote and determine its own procedures and methods of consultation.

b) The Questions Committee shall:

a) review the current questionnaire, and make such revisions to the seven University-wide questions as it deems necessary and which are in agreement with the provisions of this Agreement;

b) give each Department, Faculty or School an opportunity to propose revisions to its additional questions;

c) consider submissions from Departments, Faculties or Schools regarding alternative forms of evaluation in cases other than clinical rotations, where the Faculty Member teaches less than one-third (1/3) of the total hours in the course as per Article E1.3.1 f);

d) consider submissions from Departments, Faculties or Schools regarding modifications to the procedures in E1.3.1 e), g) and h) above for electronic surveys or regular courses, courses delivered via the web, by correspondence, etc.

e) The Questions Committee shall endeavour to complete its work in four (4) months but will be expected to work until the review is completed;

f) Until reviewed by the Questions Committee, the questionnaires used shall be the ones that were established by the Questions Committee and in use for the Winter semester of the 2004/2005 academic year.

E1.3.3 Additional Evaluations

a) Nothing in this Article precludes the University from conducting course evaluations at reasonably timed intervals for academic planning purposes, departmental reviews, or to meet external accreditation requirements. Such additional evaluations shall not be used in the evaluation of individual Faculty Members.

b) In order to improve course design and/or effectiveness, a Faculty Member may conduct an additional written evaluation of their own course, provided that the students consent to participate. The evaluations and all results remain the property of the Faculty Member and shall not be examined without the Faculty Member's consent.

E1.4 Policy and Procedures for Faculty Review

E1.4.1 The University and the Association agree that the regular reviews of duties and responsibilities as set out in Article A-8 provided for in this Article E1.4 are for formative purposes and shall only be used to promote the continued professional development of Faculty Members in the course of their individual careers.

E1.4.2 Department Chairs shall receive reports from all tenured, probationary and term contract faculty. In the case of **non-departmentalized faculties,** the Dean shall assume the duties normally assigned by these procedures to the Chair. In the case of Faculty Members who are Department Chairs, the reports of activities shall be provided to Deans.

E1.4.3 a) By May 31 each year, non-tenured Faculty Members shall provide to their Chair or Dean, as appropriate: a current curriculum vitae and a concise, written report of their activities as Faculty Members for the past year.

b) By May 31 in their second (2nd) year of appointment, non-tenured Faculty Members in departmentalized faculties shall provide to their Dean: a current curriculum vitae and a concise, written report of their activities as Faculty Members for the past two years.

c) By May 31 every third (3rd) year, tenured Faculty Members shall provide to their Chair or Dean, as appropriate: a current curriculum vitae and a concise written report of their activities as Faculty Members for the past three (3) years. However, the Faculty Member or the Department Chair may suggest that the review be held after one (1) or two (2) rather than three (3) years.

The report may also include information on any special factors which are significantly limiting the Faculty Member's productivity.

E1.4.4 By June 30 of the year in which the report is received, the Chair or Dean who has received the report shall meet individually with the Faculty Member to discuss the report and directions that might be taken by the Member and the Department for continued professional development.

E1.4.5 The Chair shall provide to the Faculty Member within two (2) weeks, in writing, a summary of the discussion described in Article E1.4.4. The Faculty Member will be provided an opportunity to respond verbally and in writing.

E 1.4.6 Prior to September 1 of each year, the Chair shall meet with the Dean and provide an overview of the faculty reviews completed within the Department.

E 1.4.7 Any information obtained by the Dean through the procedures described in Articles E1.4.3, E1.4.4, E1.4.5 or E1.4.6 shall be used only in a manner consistent with Article E1.4.1 and shall only be used by the Dean, or any other individual, for purely formative purposes and shall never be used for disciplinary action or dismissal proceedings.

E1.4.8 Chairs and Deans shall attend a workshop designed to assist them in performing reviews. **This training shall include best practices in applying the principles of equity, diversity, and inclusion in the review process in accordance with A7.3 (b).** These workshops shall be funded by the University and jointly organized by the University and the Association. There shall be an opportunity for a presentation by an Association supported designate. Such workshops shall be available annually **by May 31**, and the University is responsible for ensuring that all administrators performing Faculty reviews shall be trained as required by this Agreement.

E1.4.9 Materials submitted for the review shall be returned to the Faculty Member. A copy of the report, and the response(s), if provided, shall be inserted into the individual's Departmental File.

E1.4.10 Deans shall be responsible for ensuring that reviews have taken place in accordance with these policies and procedures. In the case of the **non-departmentalized faculties** this is the Vice-President Academic and Research's responsibility.

## E-2 TENURE AND PROMOTION OF FACULTY

**The Parties acknowledge the value of Indigenous knowledge and ways of knowing, Indigenous contexts of research, and service to Indigenous communities in considering a Faculty Member for tenure and promotion.**

E2.1 Definitions

a) Tenure means appointment without term, the right of a Faculty Member not to be dismissed except for just cause. Such appointments shall be subject to layoff or termination only in accordance with this Agreement.

b) Promotion for Faculty Members means advancement from one rank to another in the Faculty classification structure.

E2.2 Criteria - Tenure and Promotion

E2.2.1 In considering a Faculty Member for appointment with tenure or for promotion, the Department, Departmental Review Committee (DRC), and the University Review Committee (URC) will assess the candidate's professional competence and promise as defined in Article A-8 and as indicated by the following criteria.

The following items shall be used fairly and equitably by all committees in assessing candidates:

a) academic credentials: this includes degrees, special studies and honours. The normal criterion will include a Master's degree at the lecturer rank and an earned doctorate at the Assistant rank and higher. Equivalent qualifications and/or experience may be substituted, such as professional qualifications**,** a degree normally considered terminal for teaching the relevant university discipline**, Indigenous forms of knowledge and ways of knowing acknowledged by relevant Indigenous community leaders and judged to be particularly relevant and valuable to a discipline,** or where the candidate has accumulated experience judged to be particularly relevant and valuable to a discipline

b) quality and effectiveness as a teacher: this dimension involves the ability to assist students to develop their competence in a subject area, **to create an inclusive learning environment** and to advise students when required as a part of their academic development. Evidence of such ability is to be provided by the submission of a teaching dossier as provided for in this Agreement;

c) scholarly endeavours: this means the discovery, integration, interpretation and/or application of knowledge **in the language of the candidate's choice**.

**Research in Indigenous contexts and work with other historically disadvantaged groups must be viewed through a holistic lens recognizing significant overlap of teaching, scholarly endeavours and service, and may often include valuable group authorship and dissemination methodologies and processes within those communities.**

**It is the responsibility of candidates to ensure that context and significance of scholarly work is made clear.**

Evidence of scholarly endeavours includes the following:

i) print or electronic **publications** including, but not limited to books, textbooks, case studies, monographs, contributions to edited books, articles in refereed journals, book reviews, reports, patents, and presentation of refereed papers at professional and scholarly meetings.

ii) recognition by one's peers including, but not limited to: participation as an editor or as a member of an editorial board of a journal or scholarly publication, evaluating or refereeing the work of other scholars; **recognition of work for and with Indigenous and other disadvantaged communities that provides relevance, depth and validity to a Faculty Member's teaching, research and service;**

iii) intellectual and creative endeavours including, but not limited to: designing, developing and conducting research projects; success in obtaining research and publication funding; unpublished work (or work in progress or partially finished, or presentations)**,** presentations and manuscripts submitted or in press of a high quality as determined by qualified peers; conducting contract and/or applied research from which a report, study or text results; developing computer software **and code; the commercialization of scholarly endeavours; knowledge mobilization;** commissions to create work of academic or artistic value; scholarship of pedagogy; and creative and artistic works, productions, and performances; **research carried out using traditional knowledge, such as but not limited to Indigenous knowledge, and the practical applications or dissemination of such research, generally or specifically through the engagement with various communities;**

iv) scholarly service: this dimension recognizes contributions to the broader community of one's academic field or expertise, including but not limited to serving on external grant selection committees; serving on a board of a scholarly society; co-ordinating a scholarly conference; serving as a**n** external examiner of graduate theses or academic programs; **engagement with communities for scholarly endeavours;**

v) scholarly international service, where applicable, including, but not limited to: international development work; collaborative research endeavours; coordinating international mobility opportunities for students; **and** international volunteer work;

vi) scholarly clinical or diagnostic activities, **and their knowledge mobilization**, including but not limited to **the** development **and** advancement of therapeutic or preventative modalities, **the communication or dissemination** of clinical methods or procedures and case reports, recognition by peers and community**, including methods and activities integrating multiple ways of knowing to clinical and diagnostics.**

d) contribution to the University's governance and functioning: this includes general administrative duties and participation in University, Faculty, and Departmental Committees. It shall also include University service such as participation in its effective operation through advising the Administration, service as Department Chair, sitting as a member of the University Senate, director of a division or program coordinator, service to the Association, service to the Board, and performance of other functions which have been traditionally accepted as part of the collegial character of the University. It is recognized that committee service is sometimes dependent either on appointment or election and is not necessarily under the control of candidates for tenure or promotion;

e) contributions to community: if a Faculty Member voluntarily contributes directly to community, over and above their normal duties, by virtue of a competence in an academic discipline, this should be valued. This may include giving public lectures, service on committees linked to community itself, or sharing research expertise with community groups;

f) professional service contributions (where applicable): this dimension recognizes the requirements or expectations of those Members with relevant kinds of professional expertise to contribute applications of their discipline. The practice of a discipline is to be distinguished from the scholarly endeavours or scholarly service discussed above, and includes clinical service and professional activities which involve the application of the Member's expertise.

E2.2.2 Files for Tenure and Promotion

For a tenure application, the candidate shall create and submit a "tenure file". For a promotion application, the candidate shall create and submit a 'promotion file', which may or may not include materials from their tenure file. These files plus the additional materials outlined in Article E2.6 shall be the only materials used in tenure and promotion decisions.

E2.3 Qualifications

E2.3.1 Tenure

In accordance with Article A-8, the qualifications for tenure shall be:

a) possession of an earned doctorate or its equivalent as specified in Article E2.2.1 a);

b) evidence of satisfactory performance as a teacher in accordance with Articles E1.1.1 and E2.2.1 b);

c) evidence that the candidate has established the foundation of an enduring and productive involvement in scholarly endeavours (Article E 2.2.1 c));

d) evidence of participation in activities which indicates potential for continued satisfactory involvement in the functioning of the University (Article E2.2.1 d)); and

e) evidence of satisfactory professional service contributions (where applicable) Article E2.2.1 f).

E2.3.2 Appointment and Promotion

A Faculty Member shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next higher rank, and they must demonstrate a standard of excellence appropriate to the rank sought.

E2.3.2.1 Appointment to Lecturer

A Lecturer is a Faculty Member who shall ordinarily have the following minimum qualifications:

a) academic qualifications: a Master's degree or the equivalent professional qualifications in the discipline; or that level of relevant experience which would provide equivalent competence in the discipline **as specified in Articles E2.2.1a);**

b) teaching ability: evidence of, or potential ability for effectiveness in teaching.

E2.3.2.2 Appointment and Promotion to Assistant Professor

If a Faculty Member is appointed to the rank of Lecturer and is working to complete the requirements for a terminal degree at an accredited institution, the Faculty Member shall be promoted to the rank of Assistant Professor upon successful completion of the requirements specified in their original letter of appointment and receipt by the Vice-President Academic and Research, of official notice that said degree will be conferred.

An Assistant Professor is a member of a Faculty of the University who shall ordinarily have the following minimum qualifications:

a) an earned doctorate in a discipline appropriate to the appointment, or its equivalent as specified in Article E2.2.1a);

b) evidence of, or potential ability for, successful experience in university teaching;

c) evidence of, or potential ability in and commitment to, scholarly endeavours;

d) evidence of, or potential for effectiveness in, professional service contributions, where applicable.

Reference to 'potential' above applies only to appointment.

E2.3.2.3 Appointment and Promotion to Associate Professor

An Associate Professor is a Faculty Member who shall ordinarily have the following minimum qualifications:

a) an earned doctorate in the discipline appropriate to the appointment, or its equivalent as specified in Article E2.2.1a);

b) evidence of continued success in university teaching;

c) a significant record of scholarly endeavour, beyond the completion of the academic qualifications for the rank;

d) evidence of continued success in professional service contributions (where applicable);

e) a satisfactory record of service to the University, the profession, and the community.

For the rank of Associate Professor, the greatest weight shall be placed on academic qualifications, teaching performance and scholarly endeavours. The standard of evidence required for scholarly endeavours may be partially offset by evidence of:

i) superior teaching performance; or

ii) evidence of substantial and satisfactory University service; or

iii) substantial and satisfactory professional service including clinical or diagnostic service where applicable.

E2.3.2.4 Appointment and Promotion to Full Professor

The qualifications for promotion to the rank of Full Professor must include continuing performance consistent with the rank of Associate Professor and a clearly superior contribution above the standard required for promotion to Associate Professor in at least one of the following categories:

a) to be recognized as a clearly superior teacher, the candidate must present evidence of superior performance as a teacher and evidence of superior contributions to teaching;

b) clearly superior scholarly endeavours are those recognized at national or international levels. Both the quality and quantity of such work shall be considered by the DRC, the URC and the external assessors;

c) clearly superior service to the University and academic community would be evidenced by the candidate having made contributions of leadership and innovation involving decisions and policies which have had a major beneficial influence. The holding of any office, administrative position or membership is not, in itself, meritorious, but must be accompanied by evidence of contributions which are recognized as outstanding examples of service;

d) clearly superior professional service including clinical and diagnostic service, where applicable, involves the Faculty Member's excelling in the provision of professional service, demonstrating a high level of expertise in their discipline, and contributing to the extension of knowledge in the discipline.

E2.4 Eligibility

E2.4.1 Eligibility for Promotion

E2.4.1.1 A Faculty Member shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next higher rank. Except as provided in Articles E2.4.1.2 and E2.4.1.3 below, the minimum periods of service within each rank shall be as follows:

Lecturer - three (3) years;

Assistant Professor - six (6) years;

Associate Professor - six (6) years.

E2.4.1.2 A Faculty Member at the rank of Lecturer may apply for promotion to the rank of Assistant Professor upon the demonstration of satisfactory performance in teaching, and a satisfactory record of scholarly, professional or creative work in lieu of an earned doctorate or equivalent professional qualification.

E2.4.1.3 Accelerated promotion, that is, with fewer than the number of years in rank specified in Article E2.4.1.1 above, may be sought by a Faculty Member on the grounds of exceptional teaching or exceptional scholarly endeavours or both.

E2.4.1.4 A Faculty Member on a term appointment may apply for promotion at any time during their term appointment, subject to the requirements of E2. Any promotion shall take effect **the next** July 1.

E2.4.2 Eligibility for Tenure

E2.4.2.1 Tenure shall only be granted to probationary Faculty Members at the rank of Assistant Professor or above.

E2.4.2.2 A Faculty Member on probationary appointment will normally be considered for tenure after four (4) years of full-time probationary appointment at the University (normally this would be at the rank of Assistant Professor or above). Consideration for tenure shall take place before the end of the fifth (5th) academic year.

E2.4.2.3 Unless the Dean of the Faculty or School decides otherwise, or unless otherwise stated in the letter of appointment, no Faculty Member will be recommended for tenure until they have completed four (4) years of consecutive service at this University.

E2.4.2.4 A Faculty Member who seeks early consideration as an exceptional case shall so request in writing to the Dean of the Faculty by February 1 of the **Faculty Member's third (3rd)** academic year. In such a case the Dean, in consultation with the Chair **in departmentalized faculties**, shall decide whether the Faculty Member should be considered as an exceptional case by March 1 **of the Faculty Member's third (3rd) academic year.**

a) Grounds for consideration as an exceptional case may include positions held and experience obtained at other universities or elsewhere.

b) If the Dean decides the case is exceptional, they will direct that the tenure consideration proceed in the same manner as other applications for that year.

c) A decision that there are not sufficient grounds for early consideration does not constitute a refusal of tenure, and the provisions for mandatory consideration for tenure (Article E 2.4.2.2) remain in effect. The Faculty Member seeking early consideration for tenure has the burden of establishing the exceptional nature of the case.

E2.4.2.5 Faculty Members may, in exceptional circumstances, be granted tenure on their initial appointment to the University at the rank of Associate Professor or Professor. This is contingent upon the Vice-President Academic and Research's acceptance of the joint recommendation of the Department Chair and the Faculty Dean, or the recommendation of **the Dean of a non-departmentalized faculty**, and on the Board's acceptance of the recommendation from the Vice-President Academic and Research.

E2.4.2.6 Time spent on any type of **approved** leave **in accordance with Section C** of **four (4)** months or longer will not be counted as time toward tenure unless the Member otherwise advises their Dean. Subject to the foregoing, leaves of **four (4)** months to eighteen (18) months will delay consideration of tenure by one (1) year; leaves of eighteen (18) months to thirty (30) months will delay consideration of tenure by two (2) years; etc.

E2.4.2.7 Faculty Members holding contracts with a special condition or conditions, as provided for by this Agreement, requiring the fulfilment of an obligation before tenure can be granted are not eligible for tenure until those conditions are fulfilled.

However, if a Faculty Member with this kind of contract, in the view of their Department, has achieved significant academic performance, the Department may initiate a recommendation for the waiving of the condition(s) in order to make that person eligible for a tenure hearing. On behalf of the Department, the Chair will make recommendation to the Dean, who will in turn make a recommendation to the President. The final decision respecting the waiver of conditions is made by the President.

E2.4.3 Deferral of Tenure Consideration

E2.4.3.1 Notwithstanding the regular time for consideration of tenure, the Parties recognize that there may be cases where the probability for success would be significantly enhanced by a one (1) year delay.

E2.4.3.2 Before procedures for considering tenure in a given case have commenced, a Faculty Member may request in writing to the Dean of the Faculty or School, with copies to the Chair of the Department, and the Vice-President Academic and Research, that their consideration for tenure be deferred despite the fact that they have reached the stage defined in Article E 2.4.2.2. Alternatively, the Dean of the Faculty or School, in consultation with the Chair of the candidate's Department, may recommend deferral, which must be communicated confidentially by the Dean, in writing, to the candidate. The candidate may choose to refuse deferral. The date by which the Faculty Member's request, or the Dean's recommendation, must be communicated is February 1 of the **Faculty Member's fourth (4th)** academic year.

E2.4.3.3 Deferrals may be granted or recommended only by the Dean of the Faculty and normally for a single one (1) year period. In exceptional cases, this period may be extended for a maximum of one (1) additional year. The decisions regarding deferral must be made prior to **March 1 of the Faculty Member's fourth (4th) academic year**.

E2.5 Initiation of Procedures for Consideration of Tenure/Promotion

E2.5.1 In all subsequent references to the "Department Chair" or "Chair" regarding their role in the tenure/promotion process, substitute "Chair of the Departmental Review Committee" if the Department Chair is the candidate in question. In the case of a candidate from **a non-departmentalized faculty**, substitute Dean for "Department Chair". In the case of a candidate whose primary responsibility is as Director or Coordinator of an Interdisciplinary Academic Program, refer to Article B4.4.

E 2.5.2 Tenure

E2.5.2.1 The Department Chair shall meet with all new probationary Faculty Members within two (2) months of the commencement of their appointment, to explain to them the criteria and procedures of tenure consideration, and to determine when normal consideration for tenure should occur. The Chair shall encourage Faculty Members to start collating all relevant documentation for their tenure file, as provided for in this Agreement, including a teaching dossier. In addition, the Departmental Chair shall, as part of the annual performance review, discuss the progress of the tenure file with the Faculty Member.

E2.5.2.2 On or before January 5 of each year, the Dean of each Faculty shall send a letter to each Department Chair with the names of all Faculty Members in their respective departments that are eligible for regular consideration of tenure in the next academic year.

E2.5.2.3 a) Upon receipt of the letter from the Dean, the Department Chair shall seek confirmation from each Faculty Member named in the letter that their tenure file is being collated. Prior to February 1 **of the Faculty Member's fourth (4th) academic year,** each Faculty Member shall send a letter to the Chair indicating that they plan to apply for tenure. **Any request by an Indigenous candidate to have Indigenous representation on the DRC must be included in the letter.** Once such a letter has been received, the Department Chair shall inform the Dean that the tenure file is in preparation. The responsibility for establishing the case for tenure rests with the Faculty Member.

b) Subject to exceptional circumstances set out in this Agreement, if a Faculty Member does not have tenure by February 1 of the fourth (4th) year of full-time probationary appointment at this University, and if the Faculty Member has not initiated procedures for consideration of tenure, the Department Chair will direct the Faculty Member to submit their file for tenure consideration. If the Faculty Member does not submit this application, the Faculty Member will be deemed to have declined tenure and will cease to be employed by the University at the end of the probationary period stated in their letter of appointment.

E2.5.2.4 The Department Chair shall assure that a properly constituted Departmental Review Committee will be assembled prior to March 31st.

E2.5.2.5 The candidate shall submit a tenure file containing the required elements as specified in Articles E2.6.1 a)-d) to the Department Chair by April 30th **of the Faculty Member's fourth (4th) academic year (or by April 30th of the third (3rd) academic year for early consideration, by April 30th of the fifth (5th) academic year for a deferral.**

E2.5.3 Promotion

E2.5.3.1 Applications for promotion are the responsibility of the Faculty Member. Such applications shall be made, in a letter to the Department Chair, no later than June 15. The Department Chair shall advise the Department, the Dean and the Vice-President Academic and Research of any application for promotion or accelerated promotion by July 1.

E2.5.3.2 Unless a Departmental Review Committee has already been constituted that calendar year under E2.5.2.4, the Department Chair shall assure that a properly constituted Department Review Committee (Article E2.7) will be assembled prior to **October 1**.

E2.5.3.3 External Assessors

a) External assessors shall not be used for promotion to Assistant Professor.

b) External assessors shall be used for promotion to Associate Professor.

c) External assessors shall be used for promotion to the rank of Professor.

d) The external letters of assessment shall be gathered in accordance with Article E-4 of this Agreement.

E2.5.3.4 The candidate shall submit a promotion file containing the required elements as specified in Articles E2.6.1 a)-d) to the Department Chair by **October 1.**

E2.6 Standard Tenure/Promotion File

E2.6.1 To fulfill the provisions above, the candidate shall prepare a standard file for tenure or promotion.

Those items that must be included by the candidate are:

a) the candidate's letter expressing their argument for consideration of tenure or promotion at this time;

b) the candidate's curriculum vitae;

c) the candidate's teaching dossier (Article E-3);

d) other summarized information pertinent to criteria in E2.2.1 (academic credentials, quality and effectiveness as a teacher, scholarly endeavours, contribution to the University's governance and functioning, contributions to the community, and professional service contributions (where applicable)). The Faculty Member has the right to decide what is pertinent regarding E2.6.1 d) and this may include letters from colleagues, if the candidate chooses to include them, and any other information that the candidate wishes to submit.

Those items that will be included later are:

**e)** signed letters of evaluation from the candidate's own Departmental Faculty Members (with the exception of any such Department Faculty Members serving on the URC), if they desire to write a letter, along with the reasons for their evaluations. The letters should focus on relevant matters as determined by the criteria in this Agreement. The candidate shall be able to review these letters and given sufficient time to ask the DRC for the removal of unreasonable letter(s), or to respond to any submitted letters before the file is forwarded to the Dean;

**f)** a letter from the DRC, to be added by the Secretary of the DRC after the hearing by the DRC, specifying:

i) the DRC recommendation and recorded vote on whether tenure/promotion should be granted; and

ii) a summary of the opinion of the committee on the candidate's fulfillment of each of the applicable criteria (Article E2.2.1)

**g)** the Chair and/or any member of the DRC may also submit a dissenting letter if they do not share the view of the DRC; this letter shall also form part of the file. The letter is to be copied to the candidate, and the candidate provided the opportunity of responding to the letter, which response will also form part of the file considered by the University Review Committee (URC);

**h)** letters from the external assessors, when required according to E2.5.3.3 in the case of promotion, to be sent by the Dean to the Chair of the DRC and added prior to the file being made available to members of the DRC;

**i)** a letter from the Dean, to be added after receipt of the file from the DRC.

E2.6.2 The Department Chair shall make the file available to all Faculty Members of the Department, and to the Faculty Members of the DRC, for a period of at least three (3) weeks. The DRC must complete its meetings on all tenure applications by June 30 and promotion applications by December 15.

E2.7 Department Review Committee

E2.7.1 There shall be a Department Review Committee (DRC) constituted annually in each Department in which there is an application or applications for tenure or promotion.

E2.7.2 It shall be the responsibility of the DRC to receive and review all applications for tenure or promotion and to make recommendations to the University Review Committee.

E2.7.3 Department Chairs, in consultation with the appropriate Dean, shall assure that a properly constituted DRC is assembled**, and that all DRC members undertake equity, diversity and inclusion training in accordance with A7.3 (b).** The DRC shall have a membership of at least five (5), and be composed of:

a) the Department Chair, who shall act as Chair of the DRC except in those Faculties or Schools with no Chairs, in which case the DRC will elect its own Chair;

b) all eligible Faculty Members who choose to serve from the Department, subject to the terms in Article E2.7.3 e) below, one (1) of whom shall be secretary to the DRC;

c) one (1) tenured Faculty Member from a cognate Department, as defined in Article E2.7.3 f) below;

d) if necessary, a sufficient additional number shall be selected from among eligible Faculty Members of other cognate Department(s) to make a total of five (5) or to ensure an odd number on the DRC;

e) eligible Faculty Members are those who have been full-time or part-time, probationary or tenured, Faculty Members for a minimum of two (2) full years, and are not applying for reappointment, tenure or promotion during the year of the DRC membership, and do not otherwise have a conflict of interest. Members of the University Review Committee (URC) are eligible to sit on the DRC, but may not sit on URC subcommittees considering applications they have already seen on the DRC;

f) a cognate Department or Departments shall be chosen by the Department in consultation with the Dean. Faculty Members of the cognate Department(s) shall be appointed to the DRC by **the Dean in consultation with the Chair of the cognate Department.**

**g) At least one member of DRC must have rank equivalent to that sought.**

**h) At the request of the candidate, as per Article E2.5.2.3(a), the DRC shall have at least one Indigenous member. In the event that there are no eligible Indigenous Faculty Members available (as per E2.7.3(e)), a probationary or tenured Faculty Member who has served less than two years at the University, a term Faculty Member, a Sessional Instructor, a University Elder, or the University Indigenous Advisor shall be appointed to the DRC as a non-voting member.**

E2.7.4 When the Department Chair is applying for tenure or promotion, then, during the year of application, the Chair's duties on the DRC shall be performed by an alternate eligible Faculty Member of the Department, elected by the full-time and part-time eligible Faculty Members of the Department. The replacement shall be for the entire calendar year in which the Chair is applying.

E2.8 Department Review Committee Procedures

E2.8.1 The DRC shall review all applications for tenure and promotion and make recommendations according to the following schedule:

a) tenure - no later than June 30;

b) promotion - no later than December 15;

c) combined application tenure and promotion - no later than June 30.

E2.8.2 The DRC must adhere to the following:

a) it must use no anonymous material;

b) it must base its decision solely on its consideration of the contents of the candidate's file and the terms and conditions of the Agreement;

c) at least seven (7) days before it meets to review the application, the DRC must make available to the candidate copies of letters from the external assessors, in the case of promotion, as specified in Article E-4;

d) the DRC must hold a meeting to review each application. The candidate shall be invited to discuss the contents of the file, address any concerns the DRC may have in relation to the application, and provide confirmation and clarification with respect to the contents of the file. **The DRC can include this information in its recommendation.** It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be interpreted in a negative fashion in any of the proceedings. If present, the candidate shall withdraw at the completion of

these discussions and the committee shall consider its recommendation in camera.

E2.8.3 The DRC shall select a secretary who shall record minutes of each meeting, and keep a file of all documents consulted.

E2.8.4 The DRC shall consider the external assessments as provided for in Article E2.5.3.3. Where the assessments differ, the DRC shall identify such differences in its reports and shall give reasons for the way in which their decisions were made in light of the differences. Where the DRC makes a decision that differs from the external assessments, it shall give reasons for so doing in its report or letter.

E2.8.5 In arriving at its recommendation, the DRC may consider no material in addition to that contained in the file under consideration.

E2.8.6 After proper deliberation and due consideration of the candidate's application, the DRC shall decide by simple majority whether or not to recommend the application. No abstaining votes shall be allowed by any Member of the DRC.

E2.8.7 The secretary of the DRC shall write a letter of recommendation, **circulated to all members of the DRC for review. The secretary shall then send it** to the Chair of the University Review Committee (URC), with a copy to the candidate, recording the recommendation of the committee, the vote, and summarizing the views expressed by members of the DRC.

E2.8.8 The Chair of the DRC shall send the file (including the letter of recommendation) to the Dean. In the case of a negative recommendation, the Chair of the DRC shall send a copy of minutes of the DRC meeting(s) to both the candidate and the Dean.

E2.9 Dean of the Faculty

E2.9.1 **By August 15 for tenure applications and January 15 for promotion applications,** the Dean of the Faculty of the candidate shall provide a **copy of their recommendation** letter that shall be included in the appropriate file under consideration to the candidate. **If they choose, the candidate shall have five (5) days to submit a written response to the Dean which the Dean shall also include in the file.**

E2.9.2 The letter from the Dean shall concern itself with the candidate's fulfillment of the criteria for tenure or for the rank for which application is being made and shall include a recommendation.

E2.9.3 The Dean shall write their letter based on their consideration of the whole contents of the candidate's file including their knowledge of and interaction with the candidate. insofar as they are relevant to the responsibilities and criteria as provided for in this Agreement.

E2.9.4 The Dean shall include their letter **and, if provided, the candidate's written response** in the candidate's file, and shall forward the completed file, including external letters of reference, to the Chair of the University Review Committee. For tenure applications, this shall be before August **25**. For promotion applications, this shall be before January **25.**

E2.10 University Review Committee (URC)

E2.10.1 Membership of the University Review Committee

a) There shall be a University-wide tenure, permanency and promotion committee, called the University Review Committee, hereinafter in this Agreement referred to as the URC, composed as follows:

i) the Vice-President Academic and Research;

ii) the **nine (9)** Deans and the University Librarian;

iii) **eighteen (18)** tenured Faculty Members (three (3) from Arts, three (3) from Sciences, three (3) from the Atlantic Veterinary College, and **at least** one (1) from **every other faculty;**

**iv)** two (2) permanent Librarians

**b)** A Faculty Member's application for tenure and/or promotion shall be considered by a sub-committee of the University-wide URC, hereinafter called the URC sub-committee, and constituted as follows:

**i)** the Vice-President Academic and Research;

**ii)** one (1) Dean from outside the Faculty of which the candidate is a member, assigned to the file by the Vice-President Academic and Research according to a rotation but with regard to a reasonably balanced workload among Deans;

**iii)** four (4) Members of the URC listed under E2.10.1a) iii) and iv). Two of these Members shall be from the candidate's Faculty, or cognate disciplines in relation to the candidate's discipline when such Members are not available. In the case of candidates from Business, Nursing, and Education, one shall be from the candidate's Faculty and one from a cognate discipline in relation to the candidate's discipline. The other two of these Members shall be chosen as follows: one (1) from each of two (2) other Faculties, Schools or the Library. The Members of the Faculties, Schools or the Library shall be chosen by the larger URC according to a rotation but with regard to a reasonably balanced workload among Members of the URC.

c) A Librarian's application for permanency or promotion shall be considered by a sub-committee of the University-wide URC, hereinafter called the URC sub-committee, and constituted as follows:

i) the Vice-President Academic and Research;

ii) two (2) permanent librarians;

iii) two (2) tenured Faculty members, each from a different Faculty or School;

iv) one (1) Dean assigned to the file by Vice-President Academic and Research according to a rotation but with regard to a reasonably balanced workload among Deans.

d) The Vice-President Academic and Research shall be the non-voting Chair of the URC and of all the URC sub-committees. However, if there is no Vice-President Academic and Research, the President shall appoint a Dean to be an interim chair of the URC, and, in cases where a candidate from that Dean's Faculty is being considered by a URC sub-committee, another Dean shall be chosen to Chair that URC sub-committee.

e) Except for members of the URC who hold their positions ex officio, Faculty Members shall be nominated and elected to the URC by Faculty Members, and Librarians shall be nominated and elected to the URC by Librarians.

f) Elections shall be conducted at least once per calendar year by the Senate subject to the following requirements:

i) the nomination and election of members to the URC shall be supervised by the Chair of the Senate Nominating Committee, assisted by the Registrar and a designate appointed by the President of the Association. Elections shall be by secret ballot, either conducted through University mail or electronically;

ii) voting shall be conducted separately for each Faculty and each Faculty may vote for and elect only the URC members for that Faculty. Voting shall be conducted for the Library, and the Librarians may vote for and elect only the URC members for the Library;

iii) elections to the URC shall be completed by March 31 in any given year or as soon thereafter as is practicable with newly elected Members of the URC beginning their terms on May 1;

iv) each tenured or probationary Faculty Member shall be permitted to cast, on each ballot, one (1) vote for each Faculty Member position being elected from their Faculty, but not more than one (1) vote for any candidate. Each permanent or probationary Librarian shall be permitted to cast, on each ballot, one (1) vote for each Librarian position being elected, but not more than one (1) vote for any candidate;

v) to be elected, a candidate must receive a vote from a majority of the Faculty Members from their Faculty who cast votes on that ballot. To be elected, a Librarian must receive a vote from the majority of the Librarians who cast votes on that ballot. An election shall be held even though the number of candidates does not exceed the number of positions to be filled;

vi) where a given ballot fails to fill all available positions, the candidate or candidates with the least number of votes, and all candidates elected on that ballot, shall be removed from the list of candidates and another ballot, or another election if necessary, shall be held. Where the election process, after two (2) attempts, has failed to fill the available position, the Chair of the URC shall appoint a tenured or permanent Member, who was not a candidate in either of the two failed elections;

vii) URC Faculty Members and Librarians shall be elected for terms of three (3) academic years each (initially staggered). When a Faculty Member or Librarian does not complete their term on the URC and the URC deems it necessary in the circumstances that they be replaced, a Faculty Member or Librarian, as appropriate, shall be elected to serve the remainder of the term. The election shall be conducted in the same manner, and where feasible, at the same time as the election of other Faculty Members or Librarians. Where the election process, after two (2) attempts, has failed to fill the available position, the Chair of the URC shall appoint a tenured or permanent Member, who was not a candidate in either of the two failed elections;

viii) in any election, candidates shall be assigned to available positions in the order of their election; a position as a full term Faculty Member will always be assigned before a position as a replacement with a shorter term;

ix) on any ballot, a candidate (receiving a majority vote) shall be deemed to have been elected before any other candidate receiving a majority vote but who had fewer votes on that ballot. In the event that two (2) or more candidates are elected on a particular ballot and have the same number of votes on that ballot so that it is impossible to determine the positions which these candidates are to serve, then the membership shall be decided by lot.

E2.10.2 Limitations

a) When any Faculty Member on the URC is considered for promotion or tenure, or is in a conflict of interest situation, they shall withdraw for that year and shall be replaced on the URC by a suitable alternate, elected using the procedures outlined above.

b) When an ex-officio member on the URC is considered for promotion or tenure, or is in a conflict of interest situation, they shall withdraw for that year and will be replaced on the URC by the President naming to the URC an appropriate administrator with an academic appointment.

E2.10.3 All meetings and all decisions of a URC sub-committee shall be taken with at least four (4) voting members of the sub-committee present. In the case of a tie vote, the Chair may vote to break the tie.

E2.10.4 If any member on a URC sub-committee is not able to attend meetings on a regular basis, the remaining members of the URC sub-committee shall meet to discuss the matter of their absence. If at that meeting the URC sub-committee is of the opinion that a Faculty Member or Librarian who cannot attend on a regular basis must be replaced in order for the URC sub-committee to complete its work in a timely manner, the URC may replace that Faculty Member or Librarian on the sub-committee with another Faculty Member or Librarian of the URC. In the case of a Dean, University Librarian, or Vice-President Academic and Research not attending, the Vice-President Academic and Research or the President shall appoint an appropriate substitute.

E2.10.5 The URC sub-committee shall decide pursuant to this Article, whether or not a Faculty Member or Librarian is to be recommended for tenure, permanency or promotion by simple majority vote. For promotion, the initial vote shall normally take place prior to March 1. For tenure or permanency, the initial vote shall normally take place prior to October 15. The above noted time lines may be extended but must accommodate allowances provided for in Article E2.10.6.

E2.10.6 If, after the initial vote, the URC sub-committee proposes to recommend against promotion and/or tenure or permanency, or to recommend that a probationary appointment be extended, it shall notify the candidate that it intends to so recommend, and shall provide upon request a written statement of the reasons for the proposed recommendation. The candidate then has the right to meet with the URC sub-committee to discuss these reasons before the final recommendation is formally made. The candidate shall be given at least five (5) working days to decide whether to appear before the committee. A Member of the Association, who is not a member of the URC **and, additionally, a person familiar with the context of their Indigenous or other community-based research group,** may accompany the candidate at the request of the candidate. Following the appearance, the URC sub-committee shall make its recommendation known to the URC Chair. If no intention to appear is declared within five (5) working days of notification of the above recommendation, the URC sub-committee shall make its recommendation known to the URC Chair, with the sub-committee's assessment.

E2.10.7 For promotion, the final vote of the URC sub-committee shall take place prior to March 31. For tenure or permanency, the final vote shall take place prior to November 10.

E2.10.8 A positive recommendation will be passed directly to the URC Chair, including the URC sub-committee's assessment.

E2.10.9 The URC shall not forward the recommendations until it has reviewed all recommendations within a given year, to ensure consistency. If it finds inconsistency, the URC may refer the file back to the URC sub-committee. The subsequent recommendation of the URC sub-committee will then stand.

E2.10.10 Prior to April 15 for promotion or November 15 for tenure or permanency, the URC shall report the recommendations to the President in a letter, a copy of which shall be sent to the candidate, the full membership of the appropriate DRC or LRC through its Chair, to the Department Chair, where applicable and to the Association. The letter shall include the URC sub-committee's assessment of the candidate.

E2.11 University President and Board of Governors

E2.11.1 In each case the President will make a recommendation in writing to the Board, a copy going to the candidate. Normally, the recommendation must either be granted or denied. For promotion, the recommendation shall be forwarded prior to the May meeting of the Board. For tenure or permanency, the recommendation shall be forwarded prior to the December meeting of the Board.

E2.11.2 The President will notify the candidate in writing of the Board's decision with a copy to the Association, prior to June 1 for promotion and prior to January 1 for tenure

or permanency. If the decision is negative, the President shall provide a written summary of the considerations which led to the decision.

E2.12 Denial of Tenure, Permanency or Promotion

E2.12.1 In the event that the Board decides negatively, the candidate for tenure or permanency will have the right to have the matter referred to a single arbitrator within ten (10) days of receiving the decision of the Board.

E2.12.2 If tenure or permanency is denied by the Board the candidate will be given a one (1) year contract before being required to leave the employ of the University. Once given such an appointment, the Faculty Member or Librarian shall be considered as all other Faculty Members or Librarians holding a limited-term appointment until the expiry of the term.

E2.12.3 If an application for promotion is not approved in a given year, the candidate may, without prejudice, apply again the following year.

E2.13 Disposal of Material

E2.13.1 After all processes with respect to tenure or promotion have been concluded, documents and other support material submitted by the candidate will be returned to the candidate. Other documents and correspondence addressed to or received by the URC shall be sealed and retained in the Official Employee File for a period of six (6) years at which time the material will be destroyed.

## E-3 TEACHING DOSSIER

E 3.1.1 A Teaching Dossier provides a record of a Faculty Member's teaching accomplishments, strengths and activities. It contains documents, statements, and materials that demonstrate the scope and quality of a Faculty Member's teaching performance. Although student opinions provide important information about teaching performance, it is understood that such opinions do not in themselves constitute the sole basis of a teaching dossier.

E 3.1.2 Contents of a Teaching Dossier

A Teaching Dossier shall contain those items listed under a) and a Faculty Member may include (but is not limited to) items such as those listed under b):

a) Items that must be included:

For applications for tenure and promotion, the Teaching Dossier shall provide a record of teaching with accompanying documents for a minimum of three (3) years (except as allowed by Article E1.2.1) and normally not more than seven (7) years preceding the date of application. For an applicant with fewer than three (3) years teaching at the University, the record shall be for the Member's period of employment:

i) list of courses taught or parts of courses taught as a member of a team, including the course number and title, credit value, and enrolment;

ii) the outline for each course listed above;

iii) list of individual student projects supervised or mentored, if any (e.g. honours theses or similar individually-supervised projects, master's or doctoral theses, interns and residents), whether completed or in progress, and the nature of the Faculty Member's involvement (principal advisor, second reader, external examiner, etc.) at the University or elsewhere;

iv) copies of the statistical summaries of student opinion of teaching surveys specified in Article E1.3.1 and any comments the Faculty Member may wish to make regarding these survey(s);

v) where applicable, a summary of special efforts made to accommodate students with disabilities **and increase student accessibility and inclusion.**

b) Items that may be included:

i) reports from internal or external reviewers who have, at the Faculty Member's invitation, observed the Faculty Member's teaching;

ii) in addition to the course outlines provided above, information about the programs of study of students enrolled in the courses, and copies or summaries of course-related materials prepared by the Faculty Member, such as; course notes, laboratory exercises, assignments, reading lists, and final examinations;

iii) course evaluations conducted by the Faculty Member under Article E1.3.3 of the Agreement; any comments the Faculty Member may wish to make about these evaluations;

iv) information from students, including signed letters and testimonials; assessments by graduates of the quality of instruction in light of subsequent professional or graduate school experience;

v) a statement of the Faculty Member's pedagogical goals and objectives;

vi) a statement of the Faculty Member's involvement in professional development in the pedagogical area. Here one might describe steps taken to improve one's own, or one's colleagues' teaching, such as participating in seminars, work-shops, or professional meetings concerned with the improvement of teaching; publishing articles, commentaries or reviews related to teaching; receiving instructional development grants; attempting instructional innovations and evaluating their effectiveness; evidence of special assistance given to colleagues in the area of improvement of teaching, or activities connected with the training and orientation of teaching assistants;

vii) a statement on the Faculty Member's activities in authoring or reviewing textbooks and other instructional materials;

viii) description of duties connected with the coordination of multi-sectioned, sequenced, or otherwise inter-related courses, and with the direction and coordination of programs of studies including the academic counselling of students;

ix) evidence of contribution to course, program, or general curriculum development. Here one might list membership on committees concerned with teaching or curriculum matters, and describe one's involvement in the design of new courses, development of new programs, etc.;

x) information on the Faculty Member's contribution to the academic and cultural life of students in addition to activities normally associated with course instruction or research supervision (e.g., assistance with student clubs, with special events, with student conferences and exchanges, or with off-campus trips, etc.);

xi) evidence of outstanding achievement by one's students, in which the instructor played an important supporting role (for example, bibliographical information pertaining to publications by students on course-related work);

xii) description of honours received as a result of teaching excellence (e.g. the awarding of or nomination for distinguished teaching awards at the university, provincial, or national level, invitations to teach for outside agencies or to act as advisor for development of educational programs);

xiii) description of activities concerned with high school liaison;

xiv) other material that the Faculty Member deems relevant.

## E-4 EXTERNAL LETTERS OF REFERENCE

E4.1.1 a) Where a candidate is being considered for promotion to the rank of Associate Professor, Professor or Librarian III or IV, the Dean/University Librarian will invite the candidate to propose a list of no fewer than three (3), but no more than five (5) potential assessors external to the University. The candidate shall also provide a list of those portions of the file that the candidate deems necessary to be supplied to the assessors.

b) The list of potential assessors shall be submitted to the Dean/University Librarian by September 1st. For combined tenure and promotion files, the list of potential assessors shall be submitted to the Dean/ University Librarian by March 31.

c) Candidates should avoid perceptions of bias in proposing potential assessors. If the Dean/University Librarian is unable to agree with the candidate on at least three (3) of the references, they will ask the candidate to propose other assessors until both parties agree as to the composition of the list of possible assessors.

d) The Dean/University Librarian shall solicit assessments from at least three (3) of the assessors identified in Article E4.1.1 a) and b).

e) The Chair of the DRC/LRC shall include a copy of those assessments that are received in the Member's file for consideration.

E4.1.2 a) The assessor shall be informed, in advance and in writing, that the authorship and content of their assessment shall be made known to the candidate unless the assessor requests that the assessor's name and identifying information be redacted. Once assessors have agreed to serve and have been sent the necessary material, the University shall not initiate any further communication with the exception of E4.1.4 and E4.1.5 with the assessors without the express written permission of the Member.

b) The material to be sent to the assessor by the Dean/University Librarian shall consist of a copy of those portions of the file that are deemed necessary by the Chair of the DRC/LRC for the assessor to assess the candidate's qualifications for promotion. In addition, the materials shall include all portions of the file deemed necessary by the candidate as per Article E4.1.1 a). The assessor shall also be sent a copy of the appropriate articles of this Collective Agreement, listing the qualifications for promotion. The Dean/University Librarian shall provide clear instructions to external assessors to consider:

i) all of the appropriate criteria for the rank of Associate Professor, in accordance with Article E2.3.2.3.

ii) areas for which assessment is required for the rank of Professor, in accordance with Article E2.3.2.4.

iii) areas for which assessment is required for the rank of Librarian III or IV, in accordance with Article E7.7.4.

c) The list of all materials sent to the assessor shall be provided to the candidate.

E4.1.3 If the assessor requires further information and so communicates to the University, the University shall reply, with the agreement of the candidate, in a strictly neutral manner and confirm the information given in writing with a copy to the candidate.

E4.1.4 If the assessments have not been received ten (10) days prior to the agreed deadline, the Dean/University Librarian shall write to the assessor with a copy to the candidate.

E4.1.5 If the assessment has not been received by the deadline, the Dean/University Librarian shall write to the assessor with a copy to the candidate indicating that the letter has not been received.

E4.1.6 The Dean/University Librarian shall write to the candidate indicating that an external letter(s) has not been received, but that the file will nevertheless be forwarded to the DRC/LRC. A copy of this letter shall be added to the file.

E4.1.7 Any letters from assessors that arrive late but while the file is still within the purview of the DRC/LRC shall be added to the file by the Chair of the DRC/LRC. Any letters that

arrive after the file has left the DRC/LRC will be included in the file only with the permission of the candidate.

E4.1.8 a) A copy of all letters of reference or assessments shall be given to the Member concerned upon receipt**;** however, all external assessments shall be redacted by the Dean/University Librarian to remove author name and identifying information if the assessor so wishes;

b) Subject to a), original letters shall be placed in the Official Employee File and a copy placed in the promotion file for which it has been requested.

E4.1.9 Letters of reference which remain in the Official Employee File cannot be considered for decisions for which they were not solicited without the Member's consent.

## E-5 REVIEW OF LIBRARIANS

E5.1 The University and the Association agree that the regular reviews provided for in Articles E-5 and E-6 are for formative purposes and shall only be used to promote the continued professional development of Librarians in the course of their individual careers.

E5.2 The University Librarian shall receive reports from all permanent, probationary and term appointment Librarians in accordance with Articles E6.1 and E6.2. The review shall be based on the job performance of the Librarian, and also on the qualifications and criteria for promotion and permanent appointment as specified in Article E-7.

E5.3 The result of a review shall not be used to assign Librarians quantitative rankings. Reviews shall not be used to rank Librarians against one another.

E5.4 No anonymous material or unsolicited information shall be used to form the basis of any review or be included in the review of a Librarian.

## E-6 POLICIES AND PROCEDURES FOR LIBRARIAN REVIEW

E6.1 By May 31 each year, term and probationary Librarians shall provide to the University Librarian a current curriculum vitae and a concise written report of their activities as Librarians for the past year.

E6.2 By May 31 every third (3rd) year, permanent Librarians shall provide to the University Librarian a current curriculum vitae and a concise written report of their activities as Librarians for the past three (3) years. However, the Librarian or the University Librarian may suggest that the review be held after one (1) or two (2) rather than three (3) years.

E6.3 The report of activities shall include the Librarian's brief summary of:

a) professional practice;

b) scholarly endeavours and/or professional development activity;

c) University, professional and community service; and,

d) any other information that the Librarian deems relevant.

E6.4 The report may also include information on any special factors which are significantly limiting the Librarian's productivity such as personal circumstances or access to resources or facilities which would reasonably be required in order to carry out their responsibilities.

E6.5 By June 30 of the year in which the report is received, the University Librarian shall meet individually with the Librarian to discuss the report and directions that might be taken by the Librarian and the Library for continued professional development.

E6.6 The University Librarian shall provide to the Librarian, in writing, a summary of the discussion described in Article E6.5. The Librarian shall be provided an opportunity to respond verbally and in writing.

E6.7 The University Librarian shall attend a workshop with other Chairs and Deans designed to assist them in performing reviews. These workshops shall be funded by the University and jointly organized by the University and the Association. There shall be an opportunity for a presentation by an Association supported designate. Such workshops shall be available annually, and the University is responsible for ensuring that all administrators performing Librarian reviews shall be trained as required by this Agreement.

E6.8 Materials submitted for the review shall be returned to the Librarian. A copy of the report and the response(s), if provided, in accordance with Article E6.6 shall be inserted into the individual's Library File.

E6.9 The Vice-President Academic and Research shall be responsible for ensuring that reviews have taken place in accordance with these policies and procedures.

## E-7 PERMANENT APPOINTMENT AND PROMOTION OF LIBRARIANS

**The Parties acknowledge the value of Indigenous knowledge and ways of knowing, Indigenous contexts of research, and service to Indigenous communities which shall be taken into account in considering a Faculty Member for tenure and promotion.**

**Research in Indigenous contexts and work with other historically disadvantaged groups must be viewed through a holistic lens recognizing significant overlap of teaching, scholarly endeavours and service, and may often include valuable group authorship and dissemination methodologies and processes within those communities.**

**It is the responsibility of candidates to ensure that context and significance of scholarly work is made clear including when written in languages other than English.**

E7.1 Definitions

a) Permanency means appointment without term, the right of a Librarian not to be dismissed except for just cause. Such appointments shall be subject to layoff or termination only in accordance with the terms of this Agreement.

b) Promotion for Librarians means advancement from one rank to another in the Librarian classification structure.

E7.2 Criteria for Appointment/Promotion

In considering a Librarian for a permanent appointment or for promotion, the following criteria shall be used: academic qualifications; professional practice; scholarly and/or professional development activity; and University, professional and community service. The Librarian's professional practice record within the Library is of primary importance at all ranks. The following items shall be used fairly and equitably by all committees in assessing candidates.

E7.3 Academic Qualifications

The minimum qualifications for appointment to any rank are: an undergraduate degree plus a Master's degree in Library Science from an ALA accredited institution, or equivalent academic qualifications such as: the British F.L.A., the A.L.A., or B.L.S. granted in 1974 or earlier.

E7.4 Professional Practice

Professional practice is the implementation of professional practice responsibilities as more fully described in Article A9.3 above, includes but is not limited to: developing and implementing policies; consultation; delivering information services; research and instructional services; collection development and/or management; and management and development of information systems and resources. Evidence of implementation of professional practice may be provided by peer, administrator, faculty, library user and/or student evaluations, and includes continuing service and skill development.

E7.5 Scholarly Endeavours and/or Professional Development Activity

Librarians are expected to develop and maintain their professional competence and effectiveness. Scholarly endeavours and professional development activities play an important role in enhancing and maintaining competence and effectiveness, as well as contributing to the reputation of the University, the profession, and the individual.

Scholarly endeavours and/or professional development activities include, but are not limited to, the following:

a) Scholarly Endeavours and Publication (including electronic publication):

i) books (full-length monographs);

ii) articles in refereed journals;

iii) chapters in books;

iv) translations;

v) non-refereed publications;

vi) editor of a professional journal;

vii) member of an editorial board for a professional journal;

viii) papers presented at national, provincial, or regional professional conferences and other forums;

ix) book reviews in professional journals;

x) book reviews in other journals;

xi) unpublished works such as substantial library guides, bibliographies, brochures, special indexes, planning documents, project reports, manuals, etc., that involve substantial, original intellectual or creative effort;

xii) research accepted for publication;

xiii) research submitted for publication;

xiv) research in progress.

b) Professional contributions on an International, National, Regional, or Provincial Level:

i) election to an office in a professional association;

ii) nomination/candidacy for office in a professional association;

iii) chair of a committee in a professional association;

iv) workshops, institutes, training sessions, lectures conducted for professional groups;

v) consultancy in a professional capacity;

vi) member of a professional association committee;

vii) planning conferences and conducting workshops;

viii) attendance at professional association conferences, workshops, or seminars;

ix) membership in professional associations;

x) other activities of a professional nature.

c) Additional education:

i) completion of relevant graduate degrees;

ii) courses completed towards a relevant graduate degree;

iii) courses taken in relevant non-degree or certificate programs;

iv) relevant continuing education courses.

E7.6 University, Professional and Community Service

Consistent with their principal duties, Librarians have the right and responsibility to participate in University governance through election or appointment to the governing bodies, committees, and councils, service to the Association, and in the work of outside academic and professional organizations related to their discipline and the wider community. Contributions to the community may include, but are not limited to, professional consultation, lectures or speeches, projects, etc., in the area of one's expertise. It is recognized that University service is sometimes dependent either on appointment or election and is not necessarily under the control of candidates for permanency.

E7.7 Specific Ranks

E7.7.1 Librarian I

This is the rank at which the professional career normally begins. To qualify for appointment to the rank of Librarian I, a candidate shall have the minimum qualifications as outlined in E7.3. Appointment to the rank of Librarian I will normally begin with a probationary period of four (4) years.

At the conclusion of the four (4) year probationary period the Librarian may apply for permanency, or the probationary period may be extended (but not beyond an additional two (2) years), or the appointment may be terminated.

Upon successful completion of the probationary period and successful application, promotion to the rank of Librarian II will be granted.

E7.7.2 Librarian II

To qualify for appointment or promotion to the rank of Librarian II, the candidate shall have the minimum qualifications as required for Librarian I; and shall normally have four (4) years' professional experience as a Librarian I or other pertinent experience. As a primary criterion for appointment or promotion to this rank, a candidate shall have a record of successful performance in professional practice and demonstrated potential in scholarly endeavours and/or professional development activities.

For the rank of Librarian II, the greatest weight shall be placed on academic qualifications and professional practice. (E7.3 and E7.4).

E7.7.3 Librarian III

To qualify for appointment or promotion to the rank of Librarian III, the candidate shall have the minimum qualifications as required for Librarian II; and shall normally have at least six (6) years' experience as Librarian II, academic qualifications in a relevant speciality. There should be clear evidence of continuing professional development and demonstrated ability to handle increased responsibilities.

For the rank of Librarian III, the greatest weight shall be placed on academic qualifications, professional practice, and scholarly endeavours and/or professional development activity.

E7.7.4 Librarian IV

To qualify for appointment or promotion to the rank of Librarian IV, the candidate shall have the minimum qualifications as required for a Librarian III; and shall normally have a minimum of six (6) years' experience as a Librarian III, or have pertinent qualifications such as a relevant post-graduate degree or equivalent in a pertinent subject field; and have made significant contributions to the Library, the University, or the Library community, e.g., demonstrated significant leadership.

The Librarian must submit evidence of continuing performance consistent with the rank of Librarian III in the following areas and evidence of clearly superior achievement in at least one (1) of the following areas: academic activities including scholarly endeavours;

publication and teaching relevant to the Library; service to the Library, University service; or professional endeavours, **such as** significant involvement in professional organizations.

E7.8 Permanent Appointment and Promotion in General

E7.8.1 All appointments of Librarians shall be to one of the ranks given in Article E7.7. At the time of the appointment, it shall be determined whether the appointment is probationary (the length of the probation period to be specified), permanent, or with term (the length of the term to be specified). The University Librarian shall meet with all new probationary Librarians within two (2) months of the commencement of their appointment, to explain to them, the criteria and procedures of permanency consideration, and to determine when normal consideration for permanency should occur.

E7.8.2 All Librarians appointed as probationary shall be eligible to apply for consideration for permanent appointment at the end of the specified probationary period**, normally four (4) years.** The University Librarian shall encourage Librarians to start collating all relevant documentation for their permanency file as provided for in this Agreement. In addition, the University Librarian shall, as part of the annual review, discuss the progress of the permanency file with the Librarian. **Prior to January 5 of each year, the University Librarian shall seek confirmation from each eligible Librarian that their permanency file is being collated.**

E7.8.3 If permanent appointment is not granted at the end of the specified probationary period, the candidate shall be advised in writing whether the probationary period is to be extended and for how long, or whether employment with the University is to be terminated at the end of the probationary period.

**E7.8.4 A Librarian who seeks early consideration for permanency as an exceptional case shall so request in writing to the University Librarian by February 1 of the Librarian's third (3rd) academic year. In such a case the University Librarian shall decide whether the Librarian should be considered as an exceptional case by March 1 of the Librarian's third (3rd) academic year.**

**a) Grounds for consideration as an exceptional case may include positions held and experience obtained at other universities or elsewhere.**

**b) If the University Librarian decides the case is exceptional, they will direct that the permanency consideration proceed in the same manner as other applications for that year.**

**c) A decision that there are not sufficient grounds for early consideration does not constitute a refusal of permanency. The Librarian seeking early consideration for permanency has the burden of establishing the exceptional nature of the case.**

**E7.8.5** All Librarians with a permanent appointment shall be eligible to apply for promotion through the ranks.

**E7.8.6** If the application for promotion is not approved in a given year, the candidate may, without prejudice, apply again the following year.

**E7.8.7** The procedures for promotion and/or permanent appointment shall be initiated by the Librarian giving notice of application in writing to the University Librarian. **This shall be done prior to February 1 of the Librarian's fourth (4th) academic year for permanency and prior to June 15 for promotion. The University Librarian shall advise the Librarians and the Vice-President Academic and Research of any applications for promotion by July 1.**

**E7.8.8 The Librarian shall submit a permanency file containing the required elements as specified in Articles E7.8.9 a)-d) to the University Librarian by April 30th of the Librarian's fourth (4th) academic year (or by April 30th of the third (3rd) academic year for early consideration; by April 30 of the fifth (5th) academic year for a deferral).**

**E7.8.9 Applications for promotion are the responsibility of the Librarian. The Librarian shall submit a promotion file containing the required elements as specified in Articles E7.8.10 a)-d) to the University Librarian by October 1.**

**E7.8.10** Standard Permanency/Promotion File

The candidate shall prepare a standard file for permanency or promotion. Those items that must be included by the candidate are:

a) The candidate's letter expressing their argument for consideration of permanency or promotion at this time;

b) The candidate's curriculum vitae;

c) Other summarized information pertinent to criteria in E7.3 (academic qualifications), E7.4 (professional practice), E7.5 (scholarly endeavours and/or professional development activity), and E7.6 (University, professional and community service).

The file may also include:

d) other evidence which the candidate may consider relevant to the case such as material provided by peers, administrators, faculty, students and/or colleagues.

**E7.8.11** Items that shall be included later are:

a) signed letters of evaluation from Librarians (with the exception of any such Librarians serving on the **URC**), if they desire to write a letter, along with the reasons for their evaluations. The letters should focus on relevant matters as determined by the criteria in this Agreement. The candidate shall be able to review these letters and given sufficient time to ask for the removal of unreasonable letters or to respond to any submitted letters before the file is forwarded to the Vice-President Academic and Research;

b) letters from the external assessors, when required or requested according to Article **E7.8.13** in the case of promotion, to be sent by the University Librarian to the Chair of the LRC and added prior to the file being made available to members of the LRC, or after they have voted on the issue of reasonable doubt requiring external assessment to resolve;

c) a letter from the LRC shall be added by the Secretary of the LRC, after the hearing of the LRC, specifying:

i) the recommendation and recorded vote on whether permanency/promotion should be granted;

ii) a summary of the opinion of the LRC on the candidate's fulfillment of each of the applicable criteria (Article E7.2 through E7.6).

d) any signed letters from members of the Librarian Review Committee who dissent from the majority view of the LRC. Such letters are to be copied to the candidate, and the candidate provided the opportunity of responding to any of these letters, which response(s) shall also form part of the file.

**E7.8.12** Upon receipt of the candidate's file, the Chair of the Librarian Review Committee will make the file available to the Librarians and members of the Librarian Review Committee for a period of at least three (3) weeks. The LRC must complete its meetings on all permanency applications by June 30 and promotion applications by December 15.

**E7.8.13** External Assessors

a) External assessors shall not be used for promotion to Librarian II.

b) External assessors shall be used for promotion to the rank of Librarian III and IV.

c) The external letters of assessment shall be gathered in accordance with Article E-4 of this Agreement.

d) At least seven (7) days before it meets to review the application, the LRC shall make available to the candidate copies of letters from the external assessors in the case of promotion.

**E7.8.14** This documentation shall be the sole material used as a basis for decisions regarding permanency, promotion, or reappointment.

**E7.8.15** Deferral of Permanency Consideration

**E7.8.15.1** Notwithstanding the regular time for consideration of permanency, the Parties recognize that there may be cases where the probability for success would be significantly enhanced by a one (1) year delay.

**E7.8.15.2** Before procedures for considering permanency in a given case have commenced, a Librarian may request in writing to the University Librarian with copies to the Chair of the URC, and the President, that their consideration of permanency be deferred despite the fact that they have reached the stage defined in Article E7.7.1. Alternatively, the University Librarian may recommend deferral, which must be communicated confidentially by the University Librarian, in writing, to the candidate. The candidate may choose to refuse deferral. **The date by which the Librarian's request, or the University Librarian's recommendation, must be communicated is February 1 of the Librarian's fourth (4th) academic year.**

**E7.8.15.3** Deferrals may be granted or recommended only by the University Librarian and normally for a single one (1) year period. In exceptional cases, this period may be extended for a maximum of one (1) additional year. The decisions regarding deferral must be made prior to **March 1 of the Librarian's fourth (4th) academic year.**

E7.9 Librarian Review Committee (LRC)

E 7.9.1 There shall be a Librarian Review Committee (LRC) constituted annually in the Library when there is an application for permanency or promotion.

E 7.9.2 It shall be the responsibility of the LRC to receive and review all applications for permanency or promotion and to make recommendations to the University Review Committee.

E 7.9.3 Unless a Library Review Committee has already been constituted that calendar year under Article E7.9.1, the University Librarian shall assure that a properly constituted LRC is assembled **prior to March 31 for permanency and prior to October 1 for promotion.** The LRC shall have a membership of at least five (5), and be composed of:

a) all eligible Librarians who choose to serve from the Library subject to the terms in Article E 7.9.3 (d) below, one of whom shall be elected Chair, and one of whom shall be secretary to the committee;

b) one tenured Faculty Member who has served as a Library faculty contact within the previous four years;

c) if necessary, a sufficient additional number shall be elected by Senate from among Faculty Members to make a total of at least five (5) or to ensure an odd number on the LRC;

d) eligible Librarians are those who have been full-time or part-time probationary or permanent Librarians for a minimum of one (1) full year, and are not applying for reappointment, permanency or promotion during the year of the LRC membership, and do not otherwise have a conflict of interest. Members of the University Review Committee (URC) are eligible to sit on the LRC, but may not sit on the URC sub-committees considering applications they have already seen on the LRC.

E7.10 Librarian Review Committee Procedures

E7.10.1 The LRC shall review all applications for permanency and promotion and make recommendations to the URC according to the following schedule:

a) permanency: no later than June 30;

b) promotion: no later than December 15.

E7.10.2 The LRC must adhere to the following:

a) it must use no anonymous material;

b) it must base its decision solely on its consideration of the contents of the candidate's file and the terms and conditions of the Agreement;

c) at least seven days (7) before it meets to review the application, the committee must make available to the candidate copies of letters from the external assessors, in the case of promotion, as specified in Article E-4;

d) the LRC must hold a meeting to review each application. The candidate shall be invited to discuss the contents of the file, address any concerns the LRC may have in relation to the application, and provide confirmation and clarification with respect to contents of the file. It is the candidate's choice to be present for this purpose; the presence or absence of the candidate shall not be interpreted in a negative fashion in any of the proceedings. If present, the candidate shall withdraw at the completion of these discussions and the committee shall consider its recommendation in camera.

E7.10.3 The LRC shall select a secretary who shall record minutes of each meeting, and keep a file of all documents consulted.

E7.10.4 The LRC shall consider external assessments as provided for in Article E7.8.10. Where the assessments differ, the LRC shall identify such differences in its reports and shall give reasons for the way in which its decisions were made in light of the differences. Where the LRC makes a decision that differs from the external assessments, it shall give reasons for so doing in its report or letter.

E7.10.5 In arriving at its recommendation, the LRC may consider no material in addition to that contained in the file under consideration.

E7.10.6 After proper deliberation and due consideration of the candidate's application, the LRC shall decide by simple majority whether or not to recommend the application. No abstaining votes shall be allowed by any member of the LRC.

E7.10.7 The secretary of the LRC shall write a letter of recommendation to the Chair of the University Review Committee (URC), with a copy to the candidate, recording the recommendation of the committee, the vote, and summarizing the views expressed by members of the LRC.

E7.10.8 The Chair of the LRC shall send the file (including the letter of recommendation) to the University Librarian. In the case of a negative recommendation, the Chair of the LRC shall send a copy of minutes of the LRC meeting(s) to both the candidate and the University Librarian.

E7.11 University Librarian

E7.11.1 **By August 15 for permanency applications and January 15 for promotion applications,** the University Librarian shall provide a **copy of their recommendation** letter, that shall be included in the appropriate file under consideration to the candidate. **If they choose, the candidate shall have five (5) days to submit a written response to the University Librarian which the University Librarian shall also include in the file.**

E7.11.2 The letter from the University Librarian shall concern itself with the candidate's fulfillment of the criteria for permanency or for the rank for which application is being made and shall include a recommendation.

E7.11.3 The University Librarian shall write their letter based on their consideration of the whole contents of the candidate's file, including their knowledge of and interaction with the candidate insofar as they are relevant to the responsibilities and criteria as provided for in this Agreement.

E7.11.4 The University Librarian shall include their letter **and, if provided, the candidate's written response** in the candidate's file, and shall forward the completed file, including external letters of reference where applicable, to the Chair of the University Review Committee. For permanency applications, this shall be before **August 25.** For promotion applications, this shall be before **January 25.**

E7.12 Disposal of Materials

After all processes with respect to permanency or promotion have been concluded, documents and other support material submitted by the candidate shall be returned to the candidate. Other documents and correspondence addressed to or received by the URC shall be sealed and be retained in the Official Employee File for a period of six (6) years at which time the material shall be destroyed. Letters of reference which remain in the Official Employee File cannot be considered for decisions for which they were not solicited.

## SECTION F

### F-1 FINANCIAL EXIGENCY

F1.1 The term financial exigency denotes a condition in which the continued existence of the University is placed in serious jeopardy because a substantial deficit occurred or is inevitable and projections show substantial and continuing financial deficits, using generally accepted accounting principles. Any declaration of financial exigency shall require consultation between the Association and the Employer, and shall also require the advice and consent of Senate, to the extent provided for in the University Act.

F1.2 The Parties agree that the first duty of the University is to ensure that academic priorities remain paramount, particularly with regard to teaching, research, professional service and the safeguarding of academic freedom.

F1.3 The Parties agree that layoff of Members shall only occur in accordance with the requirements of this Article. Layoff of Members shall occur, if and only if, efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the University's revenues have been exhausted.

F1.4 The Board, believing that a financial exigency is imminent, shall:

a) inform Senate and the Association, in writing, of this belief, enclosing a summary of the financial reasons upon which it is based;

b) impose a halt to the hiring of new employees, except those who are required to perform those functions essential to the safe operation of the University;

c) establish a Financial Exigency Commission within ten (10) days after the date of the notification specified in a) above.

F1.5 Financial Exigency Commission

a) The Financial Exigency Commission shall be a committee of the Board as provided for in section 14 (1)(k) of the University Act.

b) The Financial Exigency Commission (the Commission) shall consist of two (2) persons appointed by the Board and two (2) persons appointed by the Association. None of the members appointed by the Board or the Association shall be officials directly employed by the government of Prince Edward Island.

c) The Board appointees and the Association appointees shall within five (5) days unanimously agree on a fifth person as the Chair for the Commission. In the event that the appointees cannot agree on a Chair, the Chief Justice of the Supreme Court of Prince Edward Island shall appoint a Chair for the Commission who shall also not be an official directly employed by the government of Prince Edward Island.

d) The Commission shall meet within ten (10) days of being established.

e) The Commission shall establish its own procedures, within the time frames specified.

f) The Board shall bear the costs of the Commission.

F1.6 In a timely fashion, the Board shall disclose all financial and other information deemed relevant by the Financial Exigency Commission. Delay in providing information shall lead to an equivalent extension in the Commission's time to consider before reporting. The Commission may consult with any person or group of persons from inside or outside the University, and must consult collectively with any Librarians, Faculty Members, or Academic Department affected by its report or plan prior to submission to the Board.

F1.7 The tasks of the Financial Exigency Commission shall be to:

a) examine all matters relating to the University's financial condition;

b) evaluate the potential impact of the financial crisis on the operations of the University, including:

i) whether all reasonable means of achieving cost saving in non-academic areas of the University budget have been explored and exhausted;

ii) whether all reasonable means of improving the University's revenue position have been explored and exhausted;

iii) whether every effort has been made to secure further assistance from the provincial government.

c) deliver, within twenty (20) days of its first meeting, a preliminary report to the Board with its observations, including short and long term recommendations, with a copy at the same time to the Senate and to the Association;

d) request Senate to study the potential impact of the Commission's preliminary report on academic programmes of the University, and present a written response to the Financial Exigency Commission within twenty (20) days of the request;

e) within twenty (20) days of receipt of the responses of the Senate and the Association, prepare a final report, analysing the extent and the nature of the potential impact on the academic programmes of the University, and making such detailed recommendations as the Commission deems necessary to deal with the financial exigency, including a draft plan of action and recommendations on the number of any lay-offs which may be essential. The Financial Exigency Commission shall include in its report the reasons for its recommendations, and any supporting documents which are appropriate. The report shall be submitted to the Board with a copy at the same time to the Senate and the Association.

F1.8 Upon receipt of the final report of the Financial Exigency Commission, the Board shall allow ten (10) days for written comment on the report by Senate and by the Association.

F1.9 Within a further fifteen (15) days, if the Commission has confirmed that a financial exigency exists, the Board shall so declare and shall proceed to prepare a final detailed plan of action based on the final report of the Financial Exigency Commission, and any additional commentary provided by the Senate and the Association.

F1.10 If the plan of action includes layoffs of Members, the Board shall request that the Senate prepare a list of those academic units subject to program redundancy or reorganization and provide its statutory consent. The Senate shall reply to this request within twenty (20) days with the reasons for its determinations.

F1.11 Pursuant to the Commission's statement of proposed cost saving measures, should the financial exigency be of such gravity that action would include the laying-off of Members, then the Board may reduce the budgetary allocation for salaries and benefits of Members, subject to the limitations set out in this Article, and, in any event, such reduction shall not exceed the amount of reduction recommended by the Commission.

F1.12 Layoffs

If it appears to the Commission that lay-offs are required, the principles to be followed are as follows:

a) as needed, the general procedure and order for reducing the academic staff complement shall be as follows:

i) term appointment Members, including Sessionals and Clinical Nursing Instructors;

ii) probationary Members;

iii) tenured or permanent Members, only if necessary.

b) layoff of members by seniority cannot have the effect of de facto terminating the existence of departments or programs, unless that termination is in accordance with a recommendation of the Commission approved by Senate;

c) in the first round of layoffs, all term appointments would be laid off in order of seniority. In the second round, all probationary appointments would be laid off in order of seniority except those whose termination would result in the termination of a department whose closing had not been approved by Senate as part of the plan. In the third round, tenured or permanent appointments would be laid off in order of seniority;

d) in each of the above three (3) categories, the layoffs shall be by reverse order of seniority calculated by accumulated months of full time service. The Association shall be provided with seniority lists within each of the categories at least one (1) month prior to the confirmation of any financial exigency as per F1.9.

F1.13 After selection of the Members who are to be laid off, but prior to the implementation of such layoffs, the University shall make every reasonable effort to secure positions elsewhere in the University, including vacant administrative positions, for those individuals who are to be laid off. Individuals who accept such alternative employment in a non-academic position, shall also accept the existing terms and conditions of that position and shall continue to participate in the pension plan. Individuals who accept such alternative employment shall be given the opportunity to retrain for their new duties, and the University shall pay any related fees and applicable salaries while they retrain. Pre-existing employment rights, including credit for sabbaticals, salaries and pensions shall be frozen at the time of layoff and will be re-instated after a Member accepts a subsequent academic appointment upon recall.

F1.14 Sessional Instructors ordinarily hired and scheduled to teach courses on a sessional basis may continue to be offered such sessional employment provided that:

i) the course is offered as a sessional course; and

ii) the Member has a right of recall under Article G1.6.2 to teach that course.

In the event that the Sessional Instructor is unable or unwilling to teach such course, the course may be offered to a Member laid-off under Article F1.12 on the basis of seniority, subject to the Member's being qualified to teach that course. Remuneration for such sessional teaching, shall not be deducted from any pay in lieu of notice. The Sessional Instructor's right of recall under Article G1.6.2 shall not otherwise be affected by this Article.

F1.15 During the period of lay-off, every laid-off Member subject to recall shall retain library and computer account privileges (including electronic mail) until alternative academic employment is secured, or their recall rights expire, whichever first occurs.

F1.16 Every probationary, tenured or permanent Member of the bargaining unit who is laid off under the provisions of Article F1.12 shall have a right of recall for a period equal to one (1) year for each year of continuous full-time service up to a maximum of five (5) years. The recall status shall terminate only: a) at the conclusion of such period; or b) upon retirement to pension; or c) when the Member indicates, in writing, to the Employer that they no longer wish to be considered for recall; or d) until the Member has been offered and has refused, a position in their Academic Department (or Faculty, where no Academic Department exists) equivalent to their former position.

F1.17 No layoff under this Article shall be treated, described or recorded as a suspension or as dismissal for cause or other disciplinary measure.

F1.18 Individuals who are recalled shall have up to one (1) month to accept in writing such recall offer, and normally up to six (6) further months to terminate alternative employment and take up the offered post. Requests for extensions of this time limit shall not be unreasonably denied.

F1.19 Recalled Members returning to service in the University shall resume all rights and entitlements held at the time of layoff. The salary of the recalled Member for equivalent positions to those held prior to layoff, shall be the salary at the time of layoff adjusted by any applicable across-the-board or scale adjustments.

F1.20 No new person shall be hired into the bargaining unit until all probationary Members on layoff who have the required qualifications and abilities have been offered a position, provided however that if a Member accepts a term appointment pursuant to this clause, they shall automatically resume layoff at the end of the term unless they receive a further appointment pursuant to the terms of the Agreement.

F1.21 It shall be the responsibility of each person with recall status to keep the Employer and the Association informed of their current address for the duration of the recall period.

F1.22 The Employer shall give to each full time tenured or permanent Member who is laid off:

a) twelve (12) months' notice, or twelve (12) months' salary in lieu of notice, or a combination of notice and salary equivalent to twelve (12) months; and, in addition to this provision, compensation of:

b) one (1) month's salary for each year of continuous full-time service following the initial date of full-time appointment at the University, with a minimum of twelve (12) months' salary and a maximum of twenty-four (24) months' salary.

F1.23 The Employer shall give to each full time probationary Member who is laid off:

a) twelve (12) months' notice, or twelve (12) months' salary in lieu of notice, or a combination of notice and salary equivalent to twelve (12) months; and, in addition to this provision, compensation of:

b) one (1) month's salary for each year of continuous full-time service following the initial date of full-time appointment at the University, with a minimum of six (6) months' salary and a maximum of twelve (12) months' salary.

F1.24 For term appointment Members, three (3) months' notice, or pay in lieu of notice or any combination thereof, or until the expiration date of the term appointment, whichever occurs sooner.

F1.25 Time Frames

a) For the purposes of this Article, the term "days" shall mean calendar days.

b) Any time limits under these procedures may be extended by agreement, in writing, of the Parties. Such agreement shall not be unreasonably denied.

c) In the event that the Financial Exigency Commission, the Senate, or the Association fails to submit its comments, as appropriate, within the time limits set out in these procedures, the Board may proceed without such comments.

## F-2 GRIEVANCE AND ARBITRATION PROCEDURES

F2.1 For the purpose of this Article "days" means days on which the Offices of the Administration of the University are open.

F2.2 Where a dispute arises between the Association or a Member of the bargaining unit, and the Employer, every effort shall be made to settle the dispute in a prompt manner. A dispute is a complaint or grievance regarding the interpretation, application, administration, operation or alleged violation of this Agreement. Disputes shall be settled in accordance with the provisions of this article and the resolution of a dispute may commence under either Article F2.3 or Article F2.8 below.

F2.3

a) A complaint is a dispute that may be resolved without reference to the grievance procedure.

b) The Parties will use every effort to encourage informal settlement of complaints. Informal resolution may be achieved by the Grievance Officer discussing the complaint with the appropriate administrator.

F2.4 Grievances are limited to the following types:

a) an individual grievance is a grievance initiated by the Association on behalf of a single Member;

b) a group grievance is a grievance initiated by the Association on behalf of a group of Members;

c) an Association grievance is a grievance initiated by the Association on behalf of the Association with respect to actions taken by the Employer and may involve a matter of general policy or general application of the Agreement;

d) an Employer grievance is a grievance initiated by the Employer on behalf of the Employer with respect to actions taken by the Association and may involve a matter of general policy or general application of the Agreement.

F2.5 When a grievance arises, it shall be dealt with as follows:

a) grievances shall be submitted in accordance with Article A-15;

b) the Employer or Association, as appropriate, shall designate respectively a representative or delegate at each step of the grievance procedure;

c) the Employer or Association, as appropriate, shall advise the other Party of the name and title of the designated representative or delegate at each step of the grievance procedure;

d) the Association shall provide the Employer with the name of the Grievance Officer(s) authorized to deal with grievances on behalf of Members.

F2.6 Individual and group grievances shall be initiated at Step 1 of the procedures set out below. Association and Employer grievances shall be initiated at Step 2. All grievances shall be filed with the Employer or Association within twenty (20) days of the date of events giving rise to the grievance, or within twenty (20) days of the date when events giving rise to the grievance ought reasonably to have been known, whichever is later. **In the event that a grievable complaint is first dealt with under Article F2.3, the effective start date of the twenty (20) day period shall be the date on which the Administrator renders an informal decision.**

F2.7 All efforts shall be made to settle the grievance at each step including, but not limited to, meetings with all interested parties, provided always that no meetings shall be held between the designated representative or delegate and individual members of the Association unless a Grievance Officer or other representative of the Association is present.

F2.8 Grievance shall be resolved in accordance with the following procedures:

Step 1

Where the Association decides to proceed with a formal grievance, the Association shall file a formal written statement of the grievance. The statement of grievance shall be filed with the Employer within twenty (20) days of the date of events giving rise to the grievance, or within twenty (20) days of the date when events giving rise to the grievance ought reasonably to have been known, whichever is later.

The designated representative or delegate shall render a formal decision in writing within ten (10) days of receipt of the formal grievance.

Step 2 (for all grievances)

For grievances initiated at Step 2, the grieving Party shall file a formal written statement with the other Party within twenty (20) days of the date of events giving rise to the grievance. If the Association or the Employer initiate grievance at Step 2 or if the decision rendered by the designated representative or delegate for Step 1 is unsatisfactory to the Association, and the Association decides to continue with the grievance, the grievance shall be submitted to the designated representative or delegate for Step 2 within ten (10) days of the rendering of the decision in Step 1. The designated representative or delegate shall convene a meeting with the Parties within ten (10) days of receipt of the grievance.

The designated representative or delegate, shall render a decision within ten (10) days of the meeting of the Parties.

Step 3

If the decision rendered in an individual, group or Association grievance by the designated representative or delegate for Step 2 is unsatisfactory to the Association, and the Association decides to continue with the grievance, the grievance shall be submitted to Arbitration. Likewise, if the decision rendered in an Employer grievance by the designated representative or delegate for Step 2 is unsatisfactory to the Employer, and the Employer decides to continue with the grievance, the grievance shall be submitted to Arbitration. The grieving Party shall notify the other Party of its decision to proceed to arbitration no later than ten (10) days after the receipt of the decision under Step 2. Representatives of the Association and the Employer shall meet no later than ten (10) days after the notification, to determine whether or not the matter shall be submitted to a Board of Arbitration or a sole Arbitrator. If no agreement can be reached within a period of twenty (20) days after the notification, the matter shall be remitted to a Board of Arbitration.

F2.9 Where either Party fails to reply in writing within the time limits prescribed in this Article, the grievance may be submitted to the next step.

F2.10 No technical violation or irregularity occasioned by clerical, typographical or technical error shall prevent the substance of a grievance from being heard or judged on its own merits.

F2.11 Arbitration Procedure

Unless there is mutual agreement between the Association and the Employer, no matter may be submitted to arbitration which has not been carried through the grievance procedure as set out above.

F2.12 Time

If the grievor fails to proceed with the grievance within the time limits stipulated above, the grievance shall be conclusively deemed to have been finally abandoned.

**APPOINTMENT OF ARBITRATORS AND ARBITRATION BOARDS**

**F2.13 List of Arbitrators / Arbitration Board Chairs**

**a) The following eight (8) persons are those who will be the Arbitrator or Arbitration Board Chair as the case may be:**

**Susan Ashley**

**Michel Doucet**

**Karen Hollett**

**Paula Knoph**

**Elizabeth MacPherson**

**Bruce Outhouse**

**Doug Stanley**

**Scott Sterns**

**b) Arbitrators or Arbitration Board Chairs will hear grievances in the order of referral to arbitration and the order of their name on the list depending on their reasonable availability.**

F2.14 a) **If the parties have not agreed to a single Arbitrator,** if either the Employer or the Association wishes to refer a matter to arbitration, it shall, within ten (10) days of the date on which the grievor received or should have received the disposition to the grievance, give to the other Party written notice of its intention to submit the matter to arbitration, at the same time naming its nominee to the Arbitration Board.

b) The Party receiving such notice shall within ten (10) days of the receipt of such notice advise the other Party of the name of its nominee to the Arbitration Board.

c) The two (2) nominees **with the Chair of the Arbitration Board shall constitute the Arbitration Board.**

F2.15 The Parties may agree to use a single arbitrator and the single arbitrator shall constitute the Arbitration Board. In such case, the process and time lines in Article F2.14 shall apply as appropriate.

F2.16 Duties and Powers of the **Arbitrator or** Arbitration Board

a) The **Arbitrator or** Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.

b) The **Arbitrator or** Arbitration Board shall not have any power to add to, amend, or modify any of the provisions of the Agreement nor to substitute any new provisions for any existing provisions nor to give any decision in conflict with the terms and provisions of the Agreement.

F2.17 The Decision

The decision of the **Arbitrator or of the** majority **of the Arbitration Board as applicable** shall be the decision of the Arbitration Board and shall be final and binding on the parties. When there is no majority decision**,** the decision of the Chair or the single arbitrator shall be final and binding on both Parties.

F2.18 Costs

Each Party shall pay:

a) the fees and expenses of its nominee **as applicable;** and

b) one-half (1/2) of the fees and expenses of the Chair **or Arbitrator as applicable.**

F2.19 Time Limits

The time limits specified in this Article may be extended through mutual agreement of both Parties and such agreement shall not unreasonably be withheld.

## F-3 OFFICIAL EMPLOYEE FILE

F3.1 The Official Employee File

The Employer shall maintain an official file for each Member. The Official Employee File shall be kept by the University in a central location.

The official documents constituting the file shall be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy. Each item in the Official Employee File shall be numbered and listed on an inventory sheet. The inventory sheet shall record each item in the file: its number, its title or a brief description of its nature, the number of pages or parts in it, the date it was added.

F3.2 Contents of the Official Employee File

The Official Employee File of each Member shall contain only material pertaining to the employment of the Member. The material in this file may include, but shall not be limited to, the Member's curriculum vitae, university transcripts, letters of application, salary and work history, disciplinary material, decisions and recommendations together with the reasons arising from personnel decisions involving the Member, and copies of material reflecting professional development and achievement.

No anonymous material, except the statistical results of student evaluations, shall be placed in the Official Employee File.

Records of grievance and arbitration procedures shall be kept separately from the Official Employee File. No record indicating that a Member has invoked the grievance and arbitration procedures of this Agreement shall be placed in their Official Employee File, except in the case where the grievance or arbitration results in an employment action which requires documentation.

A Member may, on written request, obtain one (1) copy of any document on the Official Employee File, at no cost.

F3.3 Additions to the Official Employee File and Challenges to Additions by the Member

Only the Member or the Vice-President Academic and Research or their designates may authorize the placing of documents in the Official Employee File.

Routine information such as changes in salary, benefits or similar documentation will be ordinarily placed in the file without individual authorization.

A Member may challenge the inclusion of any document in the file. A Member has the right to include, in the file, rebuttal or written comments on the accuracy, meaning, relevance or completeness of any document in their file; and to add to the file any documents that they consider relevant.

F3.4 Removal of Materials from the Official Employee File

Material shall only be removed from the file in following circumstances:

a) upon receipt of proof that there is false, irrelevant or inaccurate information in a Member's file; or

b) any disciplinary action given in writing and becoming part of a Member's Official Employee File shall, after five (5) years and upon written request from the Member, be removed and returned to the Member if no subsequent infraction has occurred; or

c) as all or part of the settlement of a grievance or complaint; or

d) by mutual consent of the University and the Member.

F3.5 Access to the Official Employee File

None of the contents of the Official Employee File shall be released or made available to any person without the consent of the Member, except when required:

a) for official University administrative purposes;

b) for grievance and arbitration purposes;

c) by this Agreement; or

d) by law.

Access to any of the contents of an Official Employee File for a), b) and c) above shall be accompanied by a formal statement informing those concerned of the confidential restrictions on the use of the files. Access for d) above shall be granted only to individuals who present appropriate authorization that such access is required by law.

Members shall have the right, during normal business hours and upon five (5) working days' notice, to examine the contents of their Official Employee File. The examination shall be carried out in the presence of a person designated by the Vice-President Academic and Research. Members shall be required to provide identification before access to the file is granted. Members shall not remove the file or any of its contents from the office in which it is held.

## F-4 NEGOTIATIONS

F4.1 Except as otherwise provided in this Agreement, the provisions of this Agreement shall be to the benefit of and be binding on both Parties for conditions and wages as herein provided from and after the date of signing. Thereafter, the Agreement shall continue in force from year to year unless notice in writing is given not less than ninety (90) calendar days preceding the expiry date of the Agreement, stated in Article F5.1, by either Party giving notice to the other Party of a desire to negotiate a new Agreement.

F4.2 The Parties shall notify each other in writing of the names of the negotiating committee members and shall begin negotiations within twenty (20) working days. The time limits

specified in this Article may be extended through mutual agreement of both Parties and such agreement shall not unreasonably be withheld.

## F-5 TERM OF AGREEMENT

F5.1 This Agreement shall be effective for the period July 1,**2022** to June 30, **2026** and shall remain in effect thereafter until a new agreement is signed, or the right to strike or lockout is exercised, whichever first occurs.

F5.2 Unless stated otherwise, all benefits of the Agreement, excluding wages, shall become effective from the first full pay period following the signing of the Agreement.

F5.3 The Chief Negotiators shall jointly be responsible for making such ad hoc arrangements as are necessary to ensure an orderly transition to the provisions of this Agreement.

F5.4 Any grievance or arbitration which commenced under the provisions of the predecessor Collective Agreement and remains unresolved, shall continue and be resolved under the provisions of that Collective Agreement.

## F-6 DISCIPLINE

F6.1 A Member may be disciplined only for just cause. Disciplinary action shall be based on the principle of progressive discipline, shall be commensurate with the seriousness of the misconduct and its aim shall be corrective.

F6.2 The Parties shall make every effort to resolve conflicts in the University community through non-adversarial processes. At any time during the process described in F-6, any Party may make a proposal to resolve the matter, and may propose alternative dispute resolution or mediation as a means of resolving the matter.

F6.3 The Employer agrees that it bears the onus of proving that any disciplinary measure taken was for just cause.

F6.4 At all stages of the disciplinary process a Member shall have the right to have a representative of the Association in attendance.

F6.5

a) No matter may be brought forth as reason for disciplinary action, suspension or dismissal unless it has been previously stated in the written details given to the Member prior to any disciplinary hearing.

b) Once the Employer decides to discipline the Member, written notice of allegations and complaints shall be formally and completely disclosed. No further matter shall be stated as grounds for discipline, dismissal or suspension unless it was included in that notice.

F6.6 Types of Disciplinary Measures

The only Disciplinary measures that may be taken by the University are the following:

a) written warning;

b) written reprimand;

c) suspension of, or removal or, privileges;

d) suspension with pay;

e) suspension without pay;

f) dismissal for just cause.

F6.7 Suspension is the act of the Employer in relieving an Employee of some or all University duties for cause without their consent.

F6.8 Dismissal for just cause means the termination of an appointment by the Employer without the consent of the Member. It does not include: non-renewal of a probationary or limited term appointment, denial of tenure, or layoffs.

F6.9 Where an allegation of a disciplinary nature has been made against a Member, the Employer shall deal with the matter in an expeditious and discreet manner and, if disciplinary action may be warranted, shall:

a) within ten (10) working days:

i) initiate an investigation into the matter

ii) notify the Member in writing, with a copy to the Association, that an investigation is being conducted into allegations which may lead to disciplinary action. The allegation(s) must be clearly stated in this written notification.

b) maintain appropriate documentation;

c) meet with the Member and/or the Association within twenty (20) working days of the notice referred to in F6.9 a) ii) above, to review the details of the allegation(s), as they are known to that point, and to provide the Member with the opportunity to present their response and attempt to resolve the matter in a manner acceptable to all concerned;

d) provide the Member with a further seven (7) working days from the date of the meeting referred to in (c) above to present their response to all the evidence, to correct any misunderstandings;

e) meet with the Member and/or the Association within ten (10) working days of the time line referred to in d) above, to provide its decision with respect to whether discipline is warranted. The Member may propose a means to resolve the matter in a manner acceptable to all concerned.

F6.10 The Employer shall notify the Member and the Association, of its determination as to whether or not disciplinary action is warranted, in writing and within ten (10) working days of the meeting referred to in F 6.9 e). If it is determined that disciplinary action is not warranted, this shall conclude the matter. Otherwise, the type of disciplinary measure intended shall be specified.

F6.11 The Association shall have twenty (20) days from the receipt the time of the written notification referred to in F6.10 above, to initiate a grievance under Article F-2.

F6.12 The time lines in Articles F6.9, F6.10 and F6.11 may be extended by mutual agreement between the Employer and the Association.

F6.13 Letters of warning or reprimand shall be clearly identified as being disciplinary measures, and shall contain a clear statement of the reasons for taking this action.

F6.14 If the Employer imposes a suspension, either with or without pay, or decides to dismiss the Member for cause, the Member and the Association shall be notified in writing with a clear statement of the reasons for taking this action.

F6.15 Notwithstanding the provisions above, if there is a serious infraction and/or an immediate danger arising from an incident involving a Member, the Employer shall have the right to immediately intervene and suspend a Member with full pay and benefits pending an investigation. The Parties recognize that any action taken in such case does not constitute, in and of itself, disciplinary action but is for the protection of the Member, the Employer and the University. As soon as possible, the Association shall be informed of the University's action.

F6.16 No notice of disciplinary action or any other document concerning disciplinary action shall be placed in a Member's Official Employee File without the Member being given an opportunity to read its contents. Upon request, the Member shall be provided with a copy for their own records.

F6.17 In the event that a Member grieves a dismissal, the grievance may, at the option of the Association, be referred directly to arbitration. Both parties shall expedite the hearing of the matter so that a decision will be rendered as quickly as possible after the appointment of the Arbitration Board. The Arbitration Board chosen must agree to hold a hearing within three (3) months of appointment, or within such longer period as is agreeable to both Parties, and to render a decision within one (1) month of the hearing or within such longer period as is agreeable to both Parties.

F6.18 In the event that a Member grieves a dismissal for cause, the Employer agrees to pay the Member's salary and benefits until an award is rendered or for a period of six (6) months, whichever period is shorter.

F6.19 In reviewing a discipline case, the Arbitration Board's authority shall be limited to:

a) confirming or not confirming the Employer's action in disciplining or dismissing a Member;

b) reinstating the Member with full compensation for any wages, benefits or other privileges lost; or

c) any other arrangement which is just and equitable in the opinion of the Arbitration Board.

F6.20 Notwithstanding the initiation of the Arbitration process, the Parties may agree to a mutually acceptable resolution of the matter. This will terminate the Arbitration process and resolve the grievance.

F6.21 All written communications from the Employer to the Member or to the President of the Association or her or his representative in matters of discipline shall be by personal service or registered mail.

F6.22 The “Policy on Integrity in Research and Scholarly Work” shall form part of this Agreement and shall not be amended without the express written consent of the Parties.

F6.23 In cases of sexual or other harassment, or of misconduct in research and scholarship, the procedures which may lead to discipline will be in accordance with these policies. Any disciplinary action will be taken in accordance with Article F-6.

F6.24 Decisions and processes followed under these policies are subject to grievance according to the procedures of Article F-2.

## SECTION G

### G-1 SESSIONAL INSTRUCTORS

G1.1 Applicability

The Parties recognize that, while Sessional Instructors are not Faculty Members as defined by this Agreement, nevertheless, they are an integral part of the delivery of the curriculum at the University. The terms and conditions of employment applicable to Sessional Instructors shall be as defined in the sections and articles listed below, or as otherwise stated in this Article:

Section A A1 through A7 apply;

A10 through A16 apply;

Section B B6 and B7 apply;

Section C C3, C9, C10, C12 apply;

Section D D1.1 c), applies; D6.4 through D6.5 apply

Section E E1.1, E1.2, E1.3 apply except that Student Opinion of Teaching Surveys may be used for employment decisions;

Section F F1 through F6 apply;

Section G G1 applies;

Section H H2.2 to H2.5; and H4 through H7 apply.

G1.2 Sessional Instructors

a) A Sessional Instructor is a person who is not a Faculty Member and who has full or joint responsibility for teaching one (1) or more credit courses.

b) Sessional Instructors teach fewer than nine (9) contact hours per semester or summer session. When a Member is asked to teach nine (9) or more

contact hours per semester, the Member shall be offered a full-time term contract.

c) Sessional Instructors are remunerated per three (3) contact hours as follows, based on their UPEI teaching experience (as described in Appendix C):

i) after teaching a total of twenty-four (24) contact hours, the Sessional Instructor shall advance to Step 2, and shall retain this Step 2 status until they advance to Step 3.

ii) Having attained Step 2 status and after teaching a total of twenty-four (24) additional contact hours, Sessional Instructors shall advance to Step 3.

**iii) Having attained Step 3 status and after teaching a total of twenty-four (24) additional contact hours, Sessional Instructors shall advance to Step 4.**

G1.3 Hiring Procedures for Sessional Instructors

a) Any course offered by an academic unit which cannot be staffed by Faculty Members as part of the normal teaching load **or Sessional Instructors with three year recurring contracts,** may be offered to Sessional Instructors **on a per course basis or to Faculty Members as overload**. The Department, through the Chair, will identify the need for Sessional Instructors **or overload**. The Chair will forward a written request for Sessional Instructors **or overload** together with supporting information, to the Dean for approval.

b) Upon receipt of approval from the Dean, the Chair (or Dean in non-departmentalized Faculties) or Director or Coordinator of Interdisciplinary Academic Programs will initiate the hiring process in accordance with G1.3.

c) If a member on the Sessional Roster of the academic unit has fulfilled the requirements for the Right of Recall (as specified in G1.7.2) for the course, and has not already been assigned one (1) course in the academic unit in the semester in question, the course shall be offered to the member and does not need to be advertised. If there are two or more such members with the Right of Recall, the course shall be offered to the most qualified member (as defined in G1.6). If they are equally qualified, the course shall be offered to the member with the greatest Seniority (as defined in G1.7.1).

d) If no member not already assigned a course in the academic unit in the semester in question has the Right of Recall, the position shall be advertised for a period of not less than two (2) weeks either: in an advertisement indicating that the competition is open only to members of the Sessional Roster of the academic unit (in this case posting in the academic unit and on the UPEI website shall be deemed sufficient); or in an advertisement stating that members of the Sessional Roster **and full-time and term contract Faculty Members** of the academic unit will be given priority. In the latter case, the advertisement shall also appear in

local media. No offer of appointment shall be made before the application deadline.

e) Any member of the Sessional Roster of the academic unit who applies for a position, meets the qualifications of academic credentials and teaching competence, and has not already been assigned one (1) credit course in the academic unit in the semester in question, shall be considered for the position at this stage. Among these, the most qualified applicant (as defined in G1.6) shall be assigned the course. If the applicants are equally qualified, the applicant with the most seniority shall be assigned the course. If one or more applicants have taught the course in the past, this may be considered above Seniority when assigning the course.

f) Once all members of the Sessional Roster of the academic unit who have Right of Recall, or who applied for a position and met the qualifications of academic credentials and teaching competence, have been assigned one (1) course in the academic unit in the semester in question, members on the Sessional Roster of the academic unit may be assigned a second course, following the procedures in G1.3 c)-e).

g) If there are no members of the Sessional Roster of the academic unit who: have the Right of Recall or applied for the position; have met the qualifications; and have not already been assigned two (2) courses in the academic unit in the semester in question; the academic unit may consider **full-time and term contract Faculty Members available to teach as overload.**

**If no full-time and term contact Faculty Members are available to teach as overload the academic unit may consider other applicants.**

If the advertisement in G1.3 d) indicated the position was only open to members of the Sessional Roster of the academic unit, the position should be re-advertised for a period of not less than two (2) weeks as an open competition prior to consideration of new applicants. The advertisement should be posted in the academic unit and on the UPEI website, and appear in local media. No offer of appointment shall be made before the application deadline.

h) In departmentalized Faculties, the Chair, in consultation with the department, shall recommend to the Dean the appointment of a Sessional Instructor arising from this process at either step c), e), f) or g). In other Faculties or Schools, the Dean shall determine the appointment of a Sessional Instructor arising from this process at either step c), e), f) or g).

G1.4 Posting of Sessional Instructor Positions

a) Advertisements may be general in nature to create a list, or may advertise for particular courses. In the latter case, the advertisement shall identify: the date of the posting, the academic semester(s), the academic unit, the course name and number (where known), the qualifications for the appointment, the application deadline, and other pertinent information.

b) Notices for both summer sessions shall be posted on or before February 1; for fall semester and winter semester courses and two-semester courses, on or before April 1; and for winter semester courses still unfilled, on or before November 1.

c) Should a position become open unexpectedly, the provisions of G1.1, G1.3, and G1.4.a) apply, except that the periods of advertisement shall be reduced to at least five (5) days. Should a position become open within two (2) weeks before the beginning of a semester or after a semester has commenced, the Chair may recommend an appointment to the Dean without posting the position. The Employer shall notify the Faculty Association of the appointment **without posting**.

d) In the case of "Directed Studies" courses only, the Chair may recommend a candidate to the Dean without a need for advertising the position.

G1.5 Recurring Appointments of Sessional Instructors

a) After three (3) years of teaching service, having taught at least one course in each of those years, and in the presence of demonstrated, continuing instructional need, a Sessional Member may apply to the department Chair or Coordinator or Director of an Interdisciplinary Academic Program for a three-year recurring contract to teach courses for which they already hold Right-of-Recall**.** If two or more equally qualified Members (as defined by G1.6**)** apply for a recurring contract, the Member with more seniority shall be granted the contract. Recurring contracts shall not be construed to limit the ability of the Sessional Instructor to accept additional course assignments, up to the normal limits for a Sessional Instructor;

b) **In the event that the course is not available in a given year, the Sessional Instructor shall be offered an alternate course that they are qualified to teach in order to fulfill the recurring contract. The Dean shall notify Human Resources of any such course assignment changes.**

At the expiration of a **recurring** contract and in the presence of demonstrated, continuing instructional need, the contract **shall be renewed for an additional three (3) years**, to be issued on or before July 1;

c) The Chair **or Dean in non-departmentalized faculties** shall include requests for Recurring Appointments in **their** budgetary/staffing requests for approval;

d) Sessional Instructors holding a Recurring Appointment and who accept a Term Contract Position shall have the option to:

i) carry the years remaining in their Recurring Appointment contract forward; or

ii) apply the Term Contract Position to the equivalent of one year in the Recurring Appointment contract

e) Sessional Instructors are permitted to carry consecutive and concurrent Recurring Appointment contracts as long as these meet the criteria of G1.2;

f) Sessional Instructors holding Recurring Appointment contract(s) shall be included on the Sessional Roster and their Seniority accumulated and their appointments are subject to the protocol outlined in G1.3 and G1.7. The provision in G1.3(c) requiring that a second course must first be offered to other Members of the Sessional Roster shall not apply when a Member holds two Recurring Appointment Contracts;

**g) If a term appointment becomes available, Sessional Instructors holding recurring appointments, and Sessional Instructors at Step 3 or 4, who are qualified and meet the requirements of the position, shall be offered the opportunity to interview for the position in accordance with B2.4 or B2.5**.

**h) Sessional Instructors holding recurring appointments shall be allowed to spend research funds awarded under G1.11 c) ii at any time during their three year recurring appointment**.

G1.6 Qualifications for Sessional Instructors

Qualifications shall consist of academic credentials and teaching competence. The following factors shall be used in determining academic credentials: graduate degree(s) relevant to the subject matter of the course, normally a Master's degree, and/or professional degree or designation appropriate to the field of study; graduate work in the area of the subject matter of the course and scholarly endeavours and experience relevant to the course subject matter. The following factors shall be used to measure teaching competence: teaching performance and experience in the same (or similar) courses; teaching performance and experience generally; teaching evaluations or statistical summaries from Student Opinion of Teaching Surveys from the University of Prince Edward Island or elsewhere; references from other teachers, colleagues and/or employers.

G1.7 Sessional Instructors Rosters and the Seniority List

G1.7.1 a) In each department or academic unit which makes use of Sessional Instructors, the Chair, or Dean in cases where there is no Chair, shall maintain a "Sessional Roster", i.e., a list of Sessional Instructors in the academic unit. Any Sessional Instructor who has taught a course in the academic unit in the past **thirty-six (36)** months shall be included on the Sessional Roster. In addition, any Member (either a Sessional Instructor on a Sessional Roster in another academic unit, or a Faculty Member whose employment is ending) may apply to the Dean of the faculty/school housing that academic unit for inclusion on the Sessional Roster. The Dean shall make the decision on admission to the Sessional Roster, on the recommendation of the department or academic unit, and such recommendations and decisions shall be based solely on qualifications as

specified in G1.6. In cases where admission to the Sessional Roster is refused, the Dean shall outline the reasons for the refusal in a letter to the Member.

b) The Sessional Roster will record which specific courses have been taught by Sessional Instructors in the academic unit, and in which term and year the courses were taught.

c) Seniority will be taken to mean the number of credit hours (or proportion thereof, in the event of joint responsibility) taught by a Sessional Instructor for the University, whether on a sessional contract or as a Faculty Member. In the event a Member has not taught a credit course at UPEI for a period of **thirty-six (36)** months in succession, any courses taught prior to that period shall not be counted towards seniority nor Step movement.

The Employer shall maintain a central, electronic site to which the Department Chair, or the Coordinator or Director of an Interdisciplinary Academic Program, or Dean, in cases where there is no Chair, shall post and maintain a seniority list recording the seniority of any Sessional Instructor on the Sessional Roster of their academic unit. By March 1, August 1 and November 1 of each year, the Chair, or the Coordinator or Director of an Interdisciplinary Academic Program, or the Dean, in the case where there is no Chair, of each academic unit shall update the seniority of each member of the Sessional Roster of that academic unit.

The Seniority shall include any courses currently being taught by the member. Seniority shall be used to determine which qualified Member has greater general experience when Members are competing for courses that none of the applying Members have taught previously.

d) A Sessional Instructor admitted to a Sessional Roster may remain on the Sessional Roster from year to year without the need for re-applying, provided that they do not ask to be removed from the Sessional Roster, and that other provisions within this Article for removal do not apply.

e) A Sessional Instructor who has not taught a credit course at the University for **thirty-six (36)** months in succession shall lose their seniority and be removed from the Sessional Roster by the Department Chair, or the Coordinator or Director of an Interdisciplinary Academic Program or Dean, in cases where there is no Chair. Any time during which the Member was on an approved leave as specified in Section C, on academic studies, serving as President of the UPEI Faculty Association, or a Faculty Member of UPEI shall not be counted in the calculation of the **thirty-six (36)** months. A further twelve months' leave from the Roster may be taken for purposes of pregnancy, adoption, parental leave or for valid medical reasons extending beyond three (3) months when endorsed by a **medical practitioner**.

f) Upon the request of any Sessional Instructor, the Chair, or the Coordinator or Director of an Interdisciplinary Academic Program, or Dean, in cases where there is no Chair, shall forward the Seniority status of that Member to the Member concerned.

G1.7.2 Right of Recall

Where a Sessional Instructor has taught a course, or a course substantially equivalent to the course, at least three (3) times and where that Sessional Instructor has a demonstrated record of satisfactory teaching as measured by the criteria above, the Sessional Instructor shall be deemed to have Right of Recall for that course.

G1.8 Cancellation of Courses or Course Sections

a) Subject to subsections b) and c), if the Department cancels a course or course section within thirty (30) days of the beginning of the first class, the University shall pay the Sessional Instructor contracted to teach the course or course section a cancellation fee of **seven** hundred dollars (**$700**).

b) In the event that a course or course section is cancelled by the Department because of the unavailability of the Sessional Instructor, no cancellation fee shall be payable.

c) When a course or course section is cancelled by the Department after teaching has begun, the Sessional Instructor contracted to teach the course or course section shall be compensated for the actual instruction time prorated to the total instruction time, or five hundred dollars ($500), whichever is greater.

d) When a course or course section is cancelled by the Department, the appointment of a Sessional Instructor to teach that course or course section shall not be credited towards Seniority**,** unless teaching has begun.

e) When a course or course section is cancelled by the Department, that course or any additional section of that course may not be offered to another Faculty Member or Sessional Instructor in the same term.

f) When a course or course section assigned to a Sessional Instructor holding a Recurring Appointment is cancelled for reasons specified in G1.8, this shall not be construed to mean that the Recurring Appointment itself is cancelled.

G1.9 Employment Contracts

An Employment Contract shall be offered to all Sessional Instructors selected to teach credit courses. The Employment Contract shall be offered within one (1) month of the process described in Article G1.3 having been completed. The Employment Contract shall identify the course to be taught, and whether there are laboratories or tutorials, the term of the appointment, and the Sessional stipend payable.

The Sessional Instructor shall indicate acceptance of the offer by counter-signing and returning one (1) copy of the Employment Contract.

The Employment Contract shall include the date of commencement, which will be the first day of the month in which teaching begins, and the date of termination, which will be the last day of the month in which teaching finishes. The Employer shall forward a copy of the executed Employment Contract to the Faculty Association, and within ten (10) working

days of said execution shall forward the name and course assignment of the Sessional Instructor to the Faculty Association.

G1.10 Assessment of Sessional Instructors

G1.10.1 Teaching Surveys

For any Sessional Instructor hired for teaching, Student Opinion of Teaching Surveys shall be carried out primarily for formative purposes in accordance with the provisions of Article E1.3 and may be used for employment decisions.

G1.10.2 Evaluation of Teaching Performance

Assessment of Sessional Instructors shall be conducted by the Chair, or the Coordinator or Director of an Interdisciplinary Academic Program, or Dean, in cases where there is no Chair, on the same terms and conditions as provided by this Agreement for Faculty Members in Article E1.1 and E1.2.

Assessment of Sessional Instructors shall focus on teaching performance. In assessing teaching performance, opinions of students and Members shall all be taken into account, insofar as is appropriate, and each class of opinion shall be given due and fair consideration. Such opinions shall be based on firsthand knowledge of the instructor's performance in the classroom, laboratory or field.

G1.11 Academic Freedom

a) Sessional Instructors enjoy academic freedom (as defined in Article A4), and all the rights set out in Article A4;

b) Sessional Instructors have the right to do research and to provide service to various University committees, provided that they fulfill their teaching related obligations;

c) the Employer shall provide reasonable resources to support such activities:

i) the Employer shall consider Sessional Instructors candidates for, and shall provide support and resources to Sessional Instructors in applications to external grant competitions;

ii) the Employer shall contribute **$15,000** each year to a fund that shall be utilized for grants aiding scholarly activity, established to support the development of Sessional Instructors' scholarly portfolios; Sessional Instructors at **any** Step are eligible to apply for these funds; the adjudication and disbursal of the grant money shall be the responsibility of the Research Advisory Committee. This money shall be disbursed annually to all qualified applications to the limit of the requests or the maximum amount of the fund, whichever is lower, and shall not accumulate. Money disbursed shall not imply any other contractual obligation on the part of the University, except as stipulated in this Agreement, and money shall not be disbursed to anyone not currently holding a Sessional Contract **or recurring appointment** with the University.

iii) the Employer shall contribute **$30,000** each year to a fund that shall be used to support the professional development of and provide travel reimbursement to Sessional Instructors. Those items that can be claimed for reimbursement are those itemized in D6.4. The fund shall be disbursed in three installments of $**10,000** each in fall term, winter term and summer term. Sessional Instructors at **any** Step who hold at least one contract in a given term can submit eligible receipts by the last day of classes of that term. (For the summer term, this should be understood to mean the last day of classes in Second Summer Session.) The fund shall then be dispersed, on a pro-rated basis, to a maximum of **$500** per Sessional Instructor per term. Unused portions of the fund shall carry over into the next academic year **to a maximum of $100,000** and be made available as part of the fund.

**iv) Sessional Instructors shall receive specified payment to serve on examining committees of undergraduate or graduate theses or capstone projects as requested by the Chair (where applicable), with the Dean's approval. Such duties shall only be with the Sessional Instructor's consent and shall not be a condition of appointment. Where the duties relate to graduate theses, dissertations or capstone projects, the Sessional Instructor must have graduate faculty status.**

**v) Sessional Instructors shall receive $500 per file to serve on DRCs as required under Article E2.7.3(h).**

G1.12 Office and Access to Services

The Employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of Sessional Instructors may be effectively carried out, and undertakes, therefore, to provide a level of facilities and support services consistent with this responsibility, but also with consideration to the existing conditions of campus facilities, and to the extent that departmental resources permit. On this basis, the Employer shall endeavour to provide Sessional Instructors with appropriate space and use of other facilities, services and equipment as are required for the performance of their duties, including library, computing and audio-visual facilities, office supplies, access to email and access to a telephone to conduct University business. **Sessional Instructors shall retain access to email and the library so long as they remain on the sessional roster.**

G1.13 Voting Privileges in Departmental Business

At least one (1) Sessional Instructor in each program or Department, elected annually by the Sessional Instructors, shall represent those Sessional Instructors and have voting privileges in the program or department, except where such would be in conflict of interest or in contravention to other provisions of this Agreement. For purposes of voting regarding Departmental business, there shall be no more than one (1) elected Sessional Instructor representative for every three (3) Faculty Members in the academic unit or program.

G1.14 Sick Leave for Sessional Instructors

In the event of illness or bona fide emergency, a Sessional Instructor shall be granted leave with pay to miss up to **two (2)** week**s** of classes per semester. The Sessional Instructor shall ensure that all essential course material is covered by the end of the semester, as approved by the Chair.

G1.15 Allowance in Lieu of Benefits

The Employer shall pay an allowance of six (6) percent in lieu of benefits. This Article does not apply to Members teaching overloads and other employees of UPEI who are already participating in UPEI group benefits.

G1.16 Other Employment

The Parties agree that many Sessional Instructors are otherwise employed. Consequently, the limitations set out in Articles B7.1 e) and H-3 do not apply to Sessional Instructors, and they may freely accept, or continue, outside employment or undertake outside professional activities without informing the Employer as required in Article H-3.

G1.17 As part of the workshop provided for in E1.4.8, procedures contained in G.1 will be addressed as developed jointly by the Association and the Employer.

## G-2 CLINICAL NURSING INSTRUCTORS

G2.1 Applicability

The Parties recognize that, while Clinical Nursing Instructors are not Faculty Members as defined by this Agreement, nevertheless, they are an integral part of the delivery of the curriculum in the Nursing program. The terms and conditions of employment applicable to Clinical Nursing Instructors shall be as defined in the sections and articles listed below, or as otherwise stated in this Article:

| | |
|---|---|
| Section A | A1 through A7 apply; |
| A10 | through A16 apply; |
| Section B | B6 and B7 apply; |
| Section C | Permanent and probationary C3, C4, C5, C6, C7, C9, C10, C11, C12, C14 apply; |
| | Term C7, C9, C10, C12, apply; |
| Section D | D5 and D6 apply; |
| Section F | F1 through F6 apply; |
| Section G | G2 applies; |
| Section H | H2.2 to H 2.5, H4 through H7 apply |

G2.2 Duties and Responsibilities of Clinical Nursing Instructors

a) Clinical Nursing Instructors support the work of the **Faculty** of Nursing through **a variety of activities that may include teaching courses, tutorials and seminars;** clinical and laboratory assignments**; and the coordination of courses.** The duties and responsibilities of Clinical Nursing Instructors shall be **assigned by the Dean and include** an appropriate combination of instruction and supervision of students, under the direction of the Faculty Member responsible for coordinating the particular course(s).

b) Areas of clinical instruction include but may not be limited to: pediatrics, community health/public health, home care, mental health, adult nursing, and maternal child care. Clinical Nursing Instructors are expected to maintain their professional competence as nurses, their effectiveness as instructors and shall comply with departmental procedures and deadlines.

c) Clinical evaluation and clinical grading of students.

**d) The University will meet statutory requirements in acute care settings including any applicable ratios of students to clinical nursing instructors.**

G2.3 Qualifications for Clinical Nursing Instructors

Minimum qualifications for Clinical Nursing Instructors shall consist of a B.Sc.N. or B.N. degree, current registration or eligibility for registration with the **College of Registered** Nurses **and Midwives** of Prince Edward Island **(CRNMPEI),** and related clinical experience.

G2.4 Appointment

a) Clinical Nursing Instructors may be:

i) probationary;

ii) permanent;

iii) term.

**b)** The Employer shall determine whether a Clinical Nursing Instructor is required, the qualifications required, and the method of recruitment and selection.

**c)** No Clinical Nursing Instructor appointment shall be made without the approval of the Dean.

G2.5 Recruitment and Selection - Permanent Appointment

a) Vacancies shall be filled by open competition, by means of an advertisement on the University's Web site and in the **Faculty** of Nursing, for at least a two (2) week period. The areas of search may be broadened

at the discretion of the Dean. A copy of the advertisement shall be forwarded to the Association.

b) Applications from candidates who have any experience within the prior twelve months as a Clinical Nursing Instructor with the University shall be considered prior to other candidates.

c) Posting shall identify: the date of the posting, the academic semester/session, the department, the course name and number (if known at the time of posting), the starting date and duration, the location (on/off campus), weekly hours, the qualifications for the appointment and the application deadline.

d) Selection Committee

i) A selection committee shall be struck consisting of the Dean, who will chair the committee, the Faculty Member teaching/coordinating the courses, and a permanent member of the Clinical Nursing Instructor staff.

ii) The selection committee shall follow the standard hiring procedures of the University and the **Faculty** of Nursing.

iii) The committee shall recommend the preferred candidate(s) to the Vice- President Academic for approval and appointment.

G2.6 Probation

a) A Clinical Nursing Instructor appointed to a permanent position will be on probation for a period of three (3) academic semesters in which the Clinical Nursing Instructor has taught from the effective date of permanent appointment. At the discretion of the Dean, the probationary period may be extended by one (1) additional semester in which the Clinical Nursing Instructor is teaching. Time spent on leave and/or other breaks in service shall not count toward the probationary period.

b) The probationary Clinical Nursing Instructor shall receive a written performance evaluation by the Dean at the end of each academic semester/session in which they instruct, and by the end of the academic year.

c) To obtain permanency, the candidate shall submit to the Dean a file containing an up-to-date curriculum vitae, teaching surveys, and any other material that the candidate believes is relevant, at the end of the three (3) academic semester probationary period in which the Member has taught. A probationary Review Committee chaired by the Dean and including a Faculty Member and a permanent Clinical Nursing Instructor shall meet within two (2) weeks of the candidate's application. The Probationary Review Committee shall decide the matter of permanency by simple majority vote. The Dean shall communicate the decision in writing to the candidate with reasons for the decision. In the event of a negative decision, the candidate may, within one (1) week of receipt of the notice, make a written request to have the opportunity to appear before the Committee, to

present their case and to clarify any issue raised. A representative of the Association may accompany the candidate at the request of the candidate. The Probationary Review Committee shall then reconsider the application and the new information provided and vote a second time. The decision shall be by simple majority vote. The Dean shall report the result of the vote in writing to the candidate within one (1) week of the second vote with reasons for the decision.

G2.7 Recruitment and Selection - Term Appointment

a) Term vacancies that are not filled through Article G2.10 shall be filled by open competition, by means of an advertisement on the University's Web site and in the **Faculty** of Nursing, for at least a two (2) week period. The areas of search may be broadened at the discretion of the Dean. A copy of the advertisement shall be forwarded to the Association.

b) Selection Committee

i) A selection committee shall be struck consisting of the Dean, who will chair the committee, the Faculty Member teaching/coordinating the courses, and a permanent member of the Clinical Nursing Instructor staff.

ii) The committee shall recommend the preferred candidate(s) to the Vice-President Academic and Research for approval and appointment.

G2.8 Appointment Exceptions

In the event of unexpected vacancies or replacement situations, the Dean of Nursing shall retain discretion on how to fill the vacancies or otherwise re-assign personnel until the end of the semester/session, after which, if the need continues, they are expected to be filled in accordance with the procedures described in this Article.

G2.9 Letter of Appointment

A letter of appointment signed by the President or designate shall be provided to the appointee which will specify the course number(s) in which they shall be providing instruction, the date on which the appointment commences, the duration of appointment, the step on the salary scale, the number of instructional hours and scheduled lab hours per course and the hourly rate of pay, a statement that the University of Prince Edward Island Faculty Association is the sole and exclusive bargaining agent for Members, and a statement that the appointment is subject to the terms of this Agreement. This letter shall normally be sent by mail at least six (6) weeks before the commencement of the initial appointment, and will be reissued with each subsequent term re-appointment. The Employer shall forward a copy of the executed employment contract and letter of appointment to the Faculty Association, and within ten (10) working days of said execution shall forward the name and course assignment(s) of the Clinical Nursing Instructor to the Faculty Association.

G2.10 Assignments

a) Assignments will be made on a per academic semester/session basis. Assignments may vary from semester/session to semester/session, according to the needs of the **Faculty** of Nursing and the qualifications (as defined in G2.3) of the Clinical Nursing Instructors. **Clinical nursing instructors who exceed the minimum qualifications (as defined in G.2.3) and whose qualifications consist of an MN or a Master's degree in a related field may be assigned to teach a course as part of their academic semester / session assignment.**

b) **The Dean shall ensure that the workload is equitable, reasonable, and fair. In the event that it is not, the Dean will not approve the clinical duties**

**c)** When re-assignments are required, they will be done in consultation with the Faculty Course Coordinator and the Clinical Nursing Instructors directly affected.

**d)** Priority of consideration for assignments shall be given to Clinical Nursing Instructors who have instructed in that course three (3) or more semesters and who are desirous of remaining with the course, and who have demonstrated a satisfactory level of instruction. If there are no Clinical Nursing Instructors who have instructed in the course, the assignment shall, subject to G2.10 a), be given to the Clinical Nursing Instructor with the most seniority provided they have demonstrated a satisfactory level of instruction.

**e)** Clinical Nursing Instructors who want to work in excess of their contracted hours shall notify the Dean of Nursing in writing prior to April 1st of each year. Such employees may be offered the opportunity for additional Clinical Nursing Instructor work as available, provided they have the qualifications and experience for the assignment, and provided that the schedule of these additional assignments can be successfully integrated into their existing schedules. If two or more Clinical Nursing Instructors have equivalent qualifications and experience, priority of consideration shall, subject to G2.10 a), be given to the Clinical Nursing Instructor with the most seniority. Any additional time worked shall be included in calculation of entitled benefits. In the event the assignment is not filled by a permanent part time Clinical Nursing Instructor, the Dean may offer the assignment to a qualified candidate who has worked in term positions within the last two years.

G2.11 Evaluation

a) All Clinical Nursing Instructors shall be evaluated in writing by the Dean of Nursing, by the conclusion of the third (3rd) academic semester of the first clinical assignment.

b) Thereafter, written evaluations of permanent and term Clinical Nursing Instructors shall be conducted every two (2) years.

c) Evaluations of permanent Clinical Nursing Instructors are primarily for formative purposes.

d) Any Clinical Nursing Instructor whose performance is being evaluated has the right to submit any information they believe to be relevant to the evaluation.

e) No anonymous or unsolicited information may be used to form the basis of any evaluation or be included in the evaluation of a Clinical Nursing Instructor except for statistical data arising from an approved student opinion of teaching survey process.

f) Evaluations shall be conducted in a manner that recognizes a CNIs academic freedom, and rights and responsibilities as outlined in this Article and elsewhere in this Agreement as applicable.

g) Assessments of a Clinical Nursing Instructor's performance shall make due allowance for any special circumstances which may have affected the Clinical Nursing Instructor's teaching performance.

h) Performance may be assessed through consideration of the following:

i) on site review by the Dean and/or the course coordinator;

ii) results of approved student evaluations;

iii) adherence to departmental and University policy and expectations;

iv) other documentary evidence submitted to the Dean, including commentary from placement agencies and preceptors.

i) The evaluation shall be placed in the Official Employee File and a copy shall be provided to the Clinical Nursing Instructor. The Clinical Nursing Instructor may submit a written response to the evaluation, to be attached to and included in the Official Employee file, and copied to the Dean.

j) The statistical results of the Student Opinion of Teaching Survey, which have been shared with the University and placed in the Official Employee File, shall be used only where expressly required by this Collective Agreement or by mutual agreement of the Parties.

G2.12 Seniority

a) A seniority list of all permanent Clinical Nursing Instructors covered by this Agreement, based on total hours of permanent, probationary, and term service, shall be posted by the Employer before January 31 of each year and posted in a place accessible to all Clinical Nursing Instructors.

b) The seniority list shall include names, last date of hire in a permanent position and hours of service to the last full pay period in December of the previous year, including hours of temporary employment.

c) A copy of the posted seniority list will be sent to the Association.

d) When a Clinical Nursing Instructor successfully completes the probationary period, their seniority shall include all hours they have been employed as a Clinical Nursing Instructor at the University, whether in a permanent, probationary, or term position. In the event that a Clinical Nursing Instructor has not been employed as a Clinical Nursing Instructor at the University for a period of twelve (12) months in succession, any employment prior to that period shall not be counted towards seniority. Any time during which the Member was on an approved leave as specified in Section C, or on release under Article A13, shall not be counted in the calculation of the twelve (12) months.

e) When a Clinical Nursing Instructor has been granted leave of absence with pay, the seniority of that Member shall be retained and continue to accumulate, and any benefits measured by length of services shall also accumulate during such leave of absence.

f) When a Clinical Nursing Instructor is granted a leave of absence without pay, the accumulated seniority of such an employee shall be retained, but shall not accumulate further.

G2.13 Academic Freedom Condition

Clinical Nursing Instructors enjoy academic freedom (as defined generally in Article A4.1), and all the rights set out in Article A4.2 are subject to the following condition:

in exercising their right to do research and to volunteer for service on various University committees, Clinical Nursing Instructors must fulfill their teaching related obligations. However, the University shall be under no obligation to provide resources to support such research and service activities.

G2.14 Offices and Access to Services

The Employer acknowledges a continuing responsibility to maintain a climate in which the academic functions of Clinical Nursing Instructors may be effectively carried out, and undertakes, therefore, to provide a level of facilities and support services consistent with this responsibility, but also with consideration to the existing conditions of campus facilities and to the extent that the **Faculty's** resources permit. On this basis, the **Faculty** shall endeavour to provide Clinical Nursing Instructors with appropriate space and use of other facilities, services and equipment as are required for the performance of their duties, including library, computing and audio-visual facilities, office supplies, access to email and access to a telephone to conduct University business.

G2.15 Voting Privileges at School of Nursing Meetings

At least one (1) Clinical Nursing Instructor**, elected annually by the Clinical Nursing Instructors,** shall represent Clinical Nursing Instructors and have voting privileges in general **Faculty** of Nursing meetings, except where that would be in conflict of interest or in contravention to other provisions of this Agreement. **For purposes of voting regarding Faculty business, there shall be no more than one (1) elected Clinical Nursing Instructor for every three (3) Faculty Members in the Faculty.**

G2.16 Benefits

a) With the exception of G2.16 (b), a Clinical Nursing Instructor must have prior authorization from the Dean for absences for any reason other than illness or a death in the family.

b) A Clinical Nursing Instructor may take up to seven and one-half (7.5) hours of leave per academic year without loss of pay for reasons other than illness, provided the Clinical Nursing Instructor ensures, in consultation with the Course Coordinator, that the material will be covered by the end of the semester/session. Whenever possible, the Clinical Nursing Instructor shall give due and timely notice to the Dean of this leave.

c) Clinical Nursing Instructors shall be eligible for statutory holidays identified in Article C-9, in accordance with provincial employment standards legislation, and provided such holidays fall during their scheduled academic semesters/sessions of work.

d) Probationary and permanent Clinical Nursing Instructors (including those employed on a twelve (12) month or less basis) shall be eligible for the following group benefits, in accordance with University policy and plan provisions, effective the signing of the agreement:

   i) Group Life Insurance and Accidental Death and Dismemberment Insurance;

   ii) Long Term Disability Insurance;

   iii) Supplementary Health Care Insurance;

   iv) Part-time Clinical Nursing Instructors shall receive Sick Leave accumulated at five decimal sixty-five (5.65) hours per month to a maximum of nine hundred and seventy-eight (978) hours' accumulation; Permanent and probationary Clinical Nursing Instructors employed full-time on a twelve (12) month basis and Term Clinical Nursing Instructors employed on a full-time basis shall accumulate Sick Leave at a rate of one decimal two-five (1.25) days per month worked as defined in Article C7.2 (that is, 9.375 hours).

   v) Vacation, as defined in Article G2.23;

   vi) University of Prince Edward Island Pension Plan;

   vii) Travel Insurance;

   viii) EFAP; and

   ix) Health Spending Account (on a pro-rata basis)

e) Term and temporary Clinical Nursing Instructors shall be entitled to an allowance in lieu of Vacation Pay and benefits at a rate of six (6) percent of gross earnings to be paid on each salary payment.

G2.17 Professional Development and Travel Reimbursement (PDTR)

Probationary and permanent Clinical Nursing Instructors shall be eligible to receive PDTRs in accordance with Article D-6, prorated according to the term of employment.

G2.18 Regular Temporary Layoff

a) The Parties recognize that the nature of Clinical Nursing Instructor appointments is such that the Clinical Nursing Instructor may be subject to regular temporary layoff for part of each calendar year. Such layoff will not be layoff for the purposes of Article F-1, and will not attract either paid notice or other remuneration. However, the Parties recognize and agree that regular temporary layoff of Clinical Nursing Instructors does not constitute a loss of permanent status or a loss of entitlements such as seniority and annual vacations. The Parties agree that permanency guarantees a right of recall at the end of the period of regular temporary layoff.

b) A permanent Clinical Nursing Instructor may opt to continue their benefit coverage during the regular temporary layoff period, exclusive of pension, provided they pay both the employee and the employer share of the applicable premiums.

c) A permanent Clinical Nursing Instructor shall be eligible to receive the Professional Development and Travel Reimbursement for activities engaged in during any period of regular temporary layoff. Time spent in these activities shall not be considered hours of work for salary purposes.

G2.19 Other Employment

The Parties agree, and accept, that Clinical Nursing Instructor appointments **may be either full-time or** part-time and that many Clinical Nursing Instructors are otherwise employed. Consequently, the limitations set out in Articles B7.1 e) and H-3 do not apply to Clinical Nursing Instructors, so long as such activities do not conflict with the Clinical Nursing Instructor's responsibilities to the University.

G2.20 Resignation

Notwithstanding Article B7.1 b), Clinical Nursing Instructors may resign their responsibilities by providing two (2) weeks' written notice.

G2.21 Hours of Work

The work day shall be seven and a half (7.5) hours in length, exclusive of the lunch period. The work day shall include two (2) ten (10) minute paid breaks. The regular work week shall be thirty-seven and a half (37.5) hours per week, averaged over the semester.

G2.22 Remuneration for Clinical Nursing Instructors

G2.22.1Compensation

The hourly rate of pay shall be as described in Appendix D, Hourly Rates of Pay for Clinical Nursing Instructors.

G2.22.2 Overtime

All overtime must be approved by the Dean.

a) Full-time CNIs who work in excess of seven and a half (7.5) hours per day or thirty-seven and a half (37.5) hours per week, averaged over a 16 week period, shall be compensated at the rate of one and a half (1.5) times the regular hourly rate.

b) Part-time CNIs hired to work less than 37.5 hours per week shall manage their work so that the hours will not normally exceed the hours in their employment contract. In the event the hours worked over the term of their contract exceed the contracted amount the Employer will compensate at:

   a) straight time for hours in excess of the contract but less than full time (37.5 hours per week) averaged over the term;

   b) time and one half (1.5) for hours that exceed full-time (37.5 hours) averaged over the term;

   c) time and one half (1.5) for hours in excess of 7.5 hours per day.

G2.22.3 Shift Differential

A shift differential premium of $3.00/hour shall be paid to a Member providing clinical supervision/instruction to students outside of normal working hours (8:00am to 5:00pm, inclusive, Monday through Friday except UPEI holidays), where the majority of the shift occurs outside those normal working hours. A weekend premium of $3.00/hour shall be paid to a Member providing clinical supervision/instruction to students after 5:00pm Friday to 8:00am Monday, where the majority of the shift occurs within that time period.

G2.23 Vacation

a) Permanent and probationary Clinical Nursing Instructors employed full-time on a twelve (12) month basis shall be entitled to an annual vacation with pay of one (1) month, defined as twenty-three (23) working days.

b) Permanent and probationary Clinical Nursing Instructors employed part-time on a twelve (12) month basis shall be entitled to an annual vacation with pay, pro-rated as a percent of full-time hours worked.

c) Clinical Nursing Instructors employed on a less than twelve (12) month basis shall have Vacation Pay at a rate of six (6) percent of gross earnings paid on each salary payment.

G2.24 Pregnancy and Parental Leave

G2.24.1 All CNIs holding permanent status are entitled to Pregnancy and Parental Leave Benefits as outlined in Section C5.

G2.24.2 If a CNI holds a permanent status position that requires a break in service throughout the year, she will be eligible to have:

a) For the first two (2) weeks, a Pregnancy Leave as outlined in section C5.2 a, or a portion thereof deferred until the duration of their break in service is complete.

b) For up to an additional fifteen (15) weeks Pregnancy Leave top up, as outlined in section C5.2 b, or a portion thereof deferred until the duration of their break in service is complete.

G2.24.3 If a CNI holds a permanent status position that requires a break in service throughout the year, they will be eligible to have their ten (10) week Parental Leave top up, as outlined in section C5.8.2, or a portion thereof deferred until the duration of their break in service is complete.

G2.25 The Employer shall contribute $4,000 each year to a fund that shall be utilized for grants aiding scholarly activity, established to support the scholarly research and development of Clinical Nursing Instructors. The adjudication and disbursal of the grant money shall be the responsibility of the Research Advisory Committee. This money shall be disbursed annually to all qualified applications to the limit of the requests or the maximum amount of the fund, whichever is lower, and shall not accumulate. Money disbursed shall not imply any other contractual obligation on the part of the University, except as stipulated in the Agreement, and money shall not be disbursed to anyone not currently holding a Clinical Nursing Instructor contract or position with the University.

## SECTION H

### H-1 WORKLOAD

Faculty Members' Workload

H1.1 The workload of Faculty Members involves, in varying proportions, a reasonable balance of those elements set out in Article A8 (Responsibilities of Faculty Members) that is consistent with the principles of academic freedom described in Article A4.

H1.2 Determination of Teaching Workload

Teaching workload assignments are determined by the Chair following consultation with the Faculty Member. The Chair will consult with the Dean on the workload of their department. The Dean shall determine if the teaching workload is equitable**, reasonable** and fair. In the event it is not, the Dean will not approve the teaching workload in accordance with B3.4 a) Category B, d), following consultation with the Faculty Member. **In non-departmental faculties,** the Dean **following consultation with the Faculty Member** shall determine teaching workload assignments. In determining teaching workload, the following factors **shall** be taken into consideration:

a) number of separate courses taught by the Faculty Member, with a maximum of five course preparations in the normal teaching workload as defined hereafter in H1.4.1

b) number of contact hours per course;

c) number of hours of preparation, grading, and administration per course;

d) expected student enrolment;

e) total number of students across all of a Faculty Member's assigned classes;

f) number of hours conducting academic consultations with students per course;

g) type of course (i.e. lecture, lab, seminar, etc.);

h) availability of markers;

i) availability of laboratory support;

j) additional hours of preparation needed for a new or substantially revised course;

k) amount of field, clinical, research, thesis, and other academic supervision;

l) location of course (on or off campus);

m) factors such as **delivery modes, including blended, hybrid, hyflex, online,** filming, broadcasting, web-casting or use of teleconferencing;

n) Department/Faculty program needs.

H1.3 It is the Dean's responsibility to ensure that assigned teaching workloads are **fair, reasonable, and** equitable.

H1.4 Teaching Workload Calculation

For the purposes of this Article, a course shall be defined as having three (3) credit hours for lectures or seminars and one (1) course equals three (3) contact hours.

H1.4.1 Within the Faculties of Arts, **Business**, Education, **IKERAS, Nursing,** Science, and **Sustainable Design Engineering,** the normal teaching workload shall be five (5) courses (15 contact hours) per academic year and three (3) courses (9 contact hours) per semester for term contracts no longer than ten (10) months. The actual teaching workload for Members in any Department/Faculty/School may be reduced through the mechanisms outlined in this Article and elsewhere in this Collective Agreement or by agreement between the Member and the University.

H1.4.2 Teaching workload is calculated as follows:

a) three (3) lecture/seminar hours per week shall be equal to three (3) contact hours and to one (1) course;

b) each laboratory hour, attached to a course, where the laboratory meets for at least ten (10) weeks per term and where the Faculty Member is present and teaching shall be equal to one half (1/2) contact hour;

c) each tutorial hour, attached to a course with three lecture hours, where the tutorial meets for a minimum of ten (10) weeks per term and where the Faculty Member is present and teaching, shall be equal to one third (1/3) contact hour;

d) for student supervision;

i) Faculty Members assigned primary responsibility for supervising one or more students registered in a thesis-based **or dissertation-**

**based** graduate program at the University of Prince Edward Island shall be awarded a workload reduction of one half (1/2) contact hour per student for the semester(s) in which the student(s) is (are) registered and actively engaged in preparing their thesis **or dissertation**;

ii) An individual doctoral candidate will be counted toward the calculation of course reductions for thesis supervision for no more than six (6) semesters. An individual thesis-based masters degree candidate will be counted toward the calculation of course reductions for thesis supervision for no more than three (3) semesters. In the case of co-supervision by two Members, workload reduction will be awarded to the Member providing the primary thesis supervision;

iii) Supervision of honours students: Faculty Members assigned primary responsibility for supervising one or more student(s) in an honours research or honours essay course shall be awarded a workload reduction of one third (⅓) contact hour per student for the semester(s) in which the student(s) is (are) registered and actively engaged in the course(s).

iv) Supervision of directed studies students: Faculty Members assigned primary responsibility for supervising one or more student(s) in a directed studies shall be awarded a workload reduction of one third (⅓) contact hour per student for the semester(s) in which the student(s) is (are) registered and actively engaged in the course.

v) The Chair**, or Dean in non-departmentalized faculties,** will determine the timing of the releases awarded for thesis-based graduate supervision in consultation with the **Faculty** Member. Normally, the course reduction will be taken during the period(s) of active thesis supervision. **Faculty** Members who supervise honours students and/or students in directed studies courses shall be entitled to accumulate course relief as noted above. **Faculty** Members must report such supervision to their Chairs, or Deans in non-departmentalized Faculties, who will keep track of the accumulated credits. Requests to redeem credits must be made to the Chair**, or Dean in non-departmentalized faculties,** in writing by September 30th of the year prior to the requested course release. Chairs shall report accumulated credits and requests to redeem credits yearly (by June 30) to the appropriate Dean.

**The University will make available twenty (20) stipends on an annual basis to assist in funding this obligation**.

vi) **Annually, the Chair, or Dean in non-departmentalized faculties, shall provide a summary to each Faculty Member of their credits**.

e) in the Faculty of Education, a practicum responsibility for ten (10) students in a term shall be considered equivalent to three (3) contact hours;

f) for AVC clinical contact time with students, one (1) week equals one (1) credit hour.

g) for the **Faculty** of Nursing

i) clinical contact time with students, four (4) hours per week for at least ten to twelve (10-12) weeks per term (a minimum of 40 hours) is equal to one (1) contact hour;

ii) one month clinical rotation is equal to three (3) contact hours;

iii) oversight of preceptorships for a maximum of eighteen (18) students per term is equal to two (2) contact hours **per clinical course;**

iv) coordination of Clinical Nursing Instructors for up to six (6) hours per week is equal to one (1) contact hour per clinical course.

v) supervision of wellness promotion projects for a maximum of twenty (20) students per term is equivalent to two (2) contact hours.

vi) supervision of wellness promotion projects for a maximum of thirty (30) students per term is equivalent to three (3) contact hours.

H1.4.3 All lecture, laboratory and tutorial hours must be as per the Senate approved course description.

H1.5 Teaching Workload Reductions for Scholarly Endeavours and University Service

H1.5.1 In order to promote scholarly endeavours within the University, the teaching workload for each full-time Faculty Member in the first two years of a probationary appointment shall be a maximum of two (2) courses in each of the Fall and Winter terms (and no courses in the summer sessions).

H1.5.2 Academic Directors of Senate-approved Co-operative Education Programs which involve a combination of student supervision, University service in the community, and administrative responsibilities shall have their teaching workload reduced by one (1) course in either the Fall or Winter term.

**H1.5.3 As of date of signing, Faculty Members who hold, as principal investigator or co-principal investigator, one or more external, peer-reviewed research operating grants of $20,000 per year or more shall receive one (1) course release (3 contact hours) per grant to be used only when insufficient supervision credits under H1.4.2(d) exist to provide a release. Releases must be used during the period of the grant and only one such release may be used in any academic year. Faculty Members subject to H1.5.1 are eligible for a release under this section.**

H1.6 Faculty Members who have been approved for course release (including administrative release time) for any portion of the Fall**,** Winter**, and Summer** semester shall not normally undertake overload teaching during those semesters. In unusual situations, and following a written request and justification, the Dean may authorize an exception or exceptions.

H1.7 Faculty Members appointed to special externally-funded, named Chairs, or similar positions, where the expectation of the funder is that the Chair holder will be predominantly involved in research, shall teach the number of courses per year agreed at the time of appointment to the Chair/position.

H1.8 Scheduling of Teaching

Courses taught by a Member shall be scheduled in consultation with the Chair, the Dean of the Faculty, and the Registrar so as to provide for academic program delivery. Normally, no classroom course taught by a full-time Member shall be scheduled to begin earlier than 8:30 a.m. and no course shall be scheduled to begin later than 4:30 p.m. Monday through Friday, unless the Member consents and the Chair or Dean agrees that the course may be scheduled outside of these hours. Normally, no classroom courses shall be scheduled on weekends.

Normally, **teaching shall be assigned in any of the Fall, Winter and Summer semesters.** Faculty Members in the Faculties of Arts, **Business, IKERAS, Sustainable Design Engineering** and Science**,** shall **not** be **required to teach in the Summer semester. Faculty Members in the Faculties of Education and Nursing shall have one semester free from teaching, unless the Faculty Member otherwise agrees.**

H1.9 Overload

**H1.9.1 Faculty** Members may be offered the opportunity to teach extra courses **as overload, subject to Articles D3.1 and G1.3, and to the assessment of qualifications to teach such courses by the Chair, or Dean in a non-departmentalized faculty.**

H1.9.2 The Association shall be informed of each overload assignment and shall be provided with a copy of the document confirming such assignment and the remuneration for such assignment. The Association shall also be informed of the cancellation of overload assignments.

H1.9.3 A Chair or Dean, where there is no Chair, may request that a Member undertake extra teaching in order to temporarily replace another Member who is unable to fulfill their teaching commitments. When such extra teaching duties extend beyond six (6) contact hours or for Members in either the **Faculty** of Nursing or the Faculty of Veterinary Medicine teaching clinical courses extending beyond one (1) week, the Member shall be compensated in accordance with this Agreement by prorated remuneration as specified in Appendix C. Arrangements for such additional teaching duties shall be formalized within two (2) weeks of a Member accepting the additional teaching duties.

H1.10 Office Hours

Faculty Members shall set office hours that are appropriate to the requirements of each course.

H1.11 Class Cancellations

When Members cancel a class(es) due to illness or other circumstances beyond their control, they shall schedule a make-up class prior to the exam period if, in the judgement of the Member, such a make-up class is necessary. When a class is to be cancelled, the Member shall notify the Department as soon as possible so that notification of the cancellation may be provided to the affected students.

H1.12 Librarians' Workload

H1.12.1 The workload of Librarians involves, in varying proportions, a reasonable balance of those elements identified in Article A-9 (Responsibilities of Academic Librarians) that is consistent with the principles of academic freedom described in Article A-4.

H1.12.2 The **professional practice** assignments for individual Librarians shall be determined by the University Librarian, following consultation with **the Librarians as a group,** and taking into consideration all relevant factors, including but not limited to the Librarian's **specialties** and qualifications and the requirements and priorities of the Library, including public service (reference and instructional services), collections development, systems, and bibliographic access and control; the Librarian's engagement in university, professional and community service (Article A9.5); and the Librarian's involvement in scholarly and/or professional development activity (Article A9.4).

H1.12.3 Hours of Work

a) A Librarian's workload shall be such that the **responsibilities** can reasonably be performed during their normal working hours, averaged over the year. It is recognized that the pattern and hours of work may vary for periods of time, but will be normalized over the twelve (12) month contract year. The hours of work for full time Librarians will be thirty-three and seventy-five one hundredths (33.75) hours per week, normally at the rate of six and seventy-five one hundredths (6.75) hours per day.

b) Hours of work may include evenings, weekends and holidays because of the service component, and may vary from week to week according to the time of year and the level of service required. Weekend work may only be scheduled by the mutual consent of the Member and the University Librarian.

c) If a Librarian is assigned a professional responsibility that requires them to upgrade abilities, appropriate time and retraining will be made available.

**d) The Librarians may form a Librarian's workload committee to consider workload balance and recommend to the University Librarian any plan to accommodate variations in workload balance.**

H1.12.4 Off Campus Activities

On occasion, with prior **notice to** the University Librarian, Librarians may carry out some of their **non-professional practice** responsibilities off campus.

H1.12.5 Workload Reductions

a) In the assignment of workloads, the University Librarian may reduce the assigned responsibilities of a Librarian in candidacy for permanence, to enable the Librarian to engage in professional development, research, and scholarly endeavours.

b) i) A Librarian who wishes to secure release time to undertake further study, with university-level courses shall apply to the University Librarian;

ii) The University Librarian shall make a recommendation to the Vice-President Academic and Research who will make the final decision as to whether an application for release time is to be approved;

iii) Rejection of a request for a variation in workload is not subject to grievance;

iv) Nothing in this Article limits the ability of a Librarian to apply for Study Leave (Article C-3) and Leave Without Pay (Article C-4) in order to allow the Librarian to undertake further study.

H1.13 Clinical Service Workload

H1.13.1 The Parties agree that the Veterinary Teaching Hospital's primary purpose is to support the teaching programs of Members in the Faculty of Veterinary Medicine. The Veterinary Teaching Hospital also provides clinical services and research to advance the health and well-being of animals and the public.

H1.13.2 The workload of Members involves a reasonable balance among teaching, professional services, scholarly endeavours and University services.

H1.13.3 Members' general duties and responsibilities in a clinical service unit will be jointly determined by the Members of that clinical service unit after consulting with other clinical service units with which they directly interact on a daily basis.

H1.13.4 Members who provide clinical services during the normal work week (Monday through Friday) and/or emergency clinical services at the Atlantic Veterinary College shall not be required to provide more than their proportionate share of such service. Such proportionate shares shall be determined by and reflect the staffing levels of each **specialty.**

H1.13.5 Where there are Faculty vacancies or extended leave circumstances, remaining Members may be requested to take on additional responsibilities (H1.13.6). Members have the right to accept or reject a temporary increase in workload based on an assessment of the offer.

H1.13.6 Where the workload referred to in Article H1.13.4 above is temporarily exceeded, and with the agreement of the Faculty Member clinician or diagnostician concerned, and in accordance with the policies and procedures existing within the department, the Dean may offer additional clinical or diagnostic assignments and, where the extra duties extend beyond one (1) week**,** compensation to the Faculty Member.

H1.13.7 Members shall constitute at least fifty (50) percent of the membership of the Hospital Management Committee of the Veterinary Teaching Hospital, and they shall be elected to that committee by their peers who have clinical service responsibilities within the Veterinary Teaching Hospital.

H1.13.8 Members have primary professional responsibility for their patients. For patients already under a Member's care, that responsibility may necessitate providing non-emergency clinical services on weekends, evenings, nights, and statutory or other holidays as provided for in this Agreement or at other times when the University is closed. It may also necessitate establishing appropriate alternate arrangements as required. Members are not required to provide after-hours, non-emergency care to new patients.

H1.13.9 The emergency or non-emergency status of any given patient will be decided by the primary clinician on duty in the service which is to provide the clinical care.

H1.13.10 Members who provide clinical service as described in Article A8.1 will be fully reimbursed for the costs associated with the purchase of all pre-approved safety items required to provide such service. Such items may include clothing, protective eyeglasses, organic vapour masks, appropriate footwear, and so forth. Additional items beyond what is normally required shall only be reimbursed on a pre-approved basis.

H1.13.11 Unless sixty percent (60%) of Faculty Member clinicians directly involved agree, neither the University nor the Atlantic Veterinary College shall enter into any agreement with the Prince Edward Island Veterinary Medical Association, or any other veterinarian licensed by the Prince Edward Island Veterinary Medical Association, on behalf of licensed members to take over emergency services on behalf of that organization, business or veterinarian.

## H-2 WORKING CONDITIONS

H2.1 Facilities and Support Services

The Board acknowledges a continuing responsibility to maintain a climate in which the academic functions of the Members may be effectively carried out, and undertakes, therefore, to provide a level of facilities and support services consistent with this responsibility, but also with consideration to the fiscal resources of the University and the existing condition of campus facilities.

H2.1.1 Employer property and resources that are typically made available for Faculty Members and Librarians may include, and the Employer shall endeavour to provide:

a) **administrative** and technical support services;

b) access to library services and holdings, including inter-library loans;

c) computing services, including **access to standard University office productivity software,** computers, electronic mail, access to the Internet, user support;

d) telephone service**, including cellular service for clinical on-call**;

e) duplicating, and/or printing services;

f) mail service including postage, individual mail boxes within departments, and courier services;

g) access to an office on campus, which shall be maintained and cleaned;

h) ergonomically sound furnishings including a desk, office chair, and two visitors' chairs;

i) office supplies;

j) instructional aids;

k) laboratory space, services and equipment; and

l) suitable teaching space.

H2.2 Health and Safety

The Employer recognizes its responsibility under the *Prince Edward Island Occupational Health and Safety Act*.

H2.3 Accommodation of Disability and Illness

H2.3.1 Members with a physical or mental disability have the right to accommodation as defined by adjustments in the terms and conditions of employment and consistent with the Article A-7 Non-Discrimination. Such accommodation shall be reasonable to the point of undue hardship as defined by law.

H2.3.2 Upon request, of a Member requiring accommodation, the University and the Member will develop an accommodation plan in consultation with the Association. In doing so, the Parties may consult jointly with individuals having appropriate expertise.

H2.4 Faculty Lounge Exemption

The Association will be exempt from the University food services contract for the Faculty Lounge only. All other parties using the Faculty Lounge will be required to use the University food services contractor.

H.2.5 Storms

On an annual basis, in an effort to ensure proper communications and to address operational concerns, the University will consult with the Faculty Association on storm policy and procedures.

H2.6 Consultation about University Services

Through the Association, Faculty members and Librarians shall be consulted on an annual basis about access to the following University services: on-campus parking; Student Health Centre; Athletic Centre; child care and food services.

## H-3 EMPLOYMENT IN EXTERNAL REMUNERATIVE ACTIVITIES

H3.1 Members' employment in external remunerative activities (hereinafter to be referred to as "external employment") may enhance the reputation of the University, and the professional, scholarly and scientific competence of Members.

H3.2 Members agree not to engage in any external employment which would prevent them from fulfilling their duties and responsibilities as defined in this Agreement. Members may earn supplementary income from external employment, providing that such employment does not conflict with their ability to fulfill their responsibilities to the University.

H3.3 Members shall not engage in any external employment which is in direct competition with existing services provided by the University.

H3.4 Members shall discuss their involvement in external employment with their Department Chair and Dean, or University Librarian, as applicable, to ensure that no conflicts arise with their primary commitments to teaching, research and service.

H3.5 A full-time Member may engage in up to twenty-five (25) working days per year in external employment, providing that the timing of this employment is not in conflict with the Member's responsibilities. The scheduling of this time will be arranged with the Department Chair and the Dean, or the University Librarian, as appropriate. The Member agrees to pay for any University resources used in pursuing such employment activities. In special cases, activities in excess of twenty-five (25) days per year may be permitted, but will require the written approval of the Dean or the University Librarian. If there is an ongoing need for more than twenty-five (25) days, a reduced appointment or leave without pay will normally be required.

H3.6 Before engaging in any external employment of more than twenty-five (25) working days per year, or of a continuing nature, a Member must enter into a written agreement with the University, providing:

a) the University agrees that all proceeds, inventions and other benefits deriving from the activities belong to the Member;

b) the Member agrees that such activities will not use University facilities except for the Library and/or the Member's office, unless written approval of the Chair and Dean, or University Librarian, as appropriate, has been obtained;

c) the Member agrees to pay for any University resources used in pursuing external employment, such resources to be defined in the written agreement;

d) the Member agrees not to use the name of the University, or to identify himself or herself as a representative of the University in such activities, without written permission of the Employer;

e) the Member agrees to indemnify and save harmless the University with respect to all actions, suits, claims and demands of any kind arising out of or in any way connected with external employment.

H3.7 Members engaged in external employment shall, by May 1 of each year, inform their Department Chair and Dean, or University Librarian, as appropriate, of the nature and time devoted to these activities conducted in the previous calendar year.

## H.4 INTELLECTUAL PROPERTY (IP)

H4.1 The parties agree that Members have no obligation to seek intellectual property protection for the results of their work, nor to modify their scholarly endeavours to enhance the ability of their work to be protected.

H4.2 Members have the right to and are encouraged to discuss and publish the results of their scholarly endeavours as fully as may be reasonably possible.

H4.3

(a) The University, in keeping with long-standing academic custom, recognizes the ownership by the Member(s) of copyright in traditional works of authorship such as, textbooks, scholarly monographs and articles; bibliographies; glossaries; lectures and laboratory notes; works of non-fiction and fiction; artistic works such as dramatic works and performances, musical or dramatic compositions and performances; visual works of art; sculpture; and poetry, whether such works are disseminated visually, in print, or electronically.

(b) Unless governed by specific contracts to the contrary, the University recognizes the ownership by the Member(s) of copyright in computer programmes, correspondence course packages, broadcast courses, interactive textbooks, course work delivered on the Internet, multimedia instructional packages and programmed instructional material.

H4.4 The Member shall grant to the Employer a non-exclusive, royalty-free, irrevocable and non-transferable right to use, solely for the University's internal use and programmes, any Intellectual Property developed by the member when such Intellectual Property results from the use of the University's time, funds, facilities, support or technical personnel. Such right, however, shall not include the right to license or exploit the Intellectual Property for any purpose other than the internal use of the University.

H4.5 The University recognizes the ownership by the Member(s) of copyright in course outlines, assessment, grading, reports or correspondence pursuant to the Member's teaching. The Member shall grant the University a perpetual license to use these materials in the course of its normal administrative, non-commercial business.

H4.6 Neither the University nor the Member shall enter into any agreement with a third party which alters or abridges the intellectual property rights of the other, without the other's written consent.

H4.7 Proprietary Technology

H4.7.1 Proprietary Technology refers to an invention, discovery, improvement, new plant breed, industrial design, trade secret, computer programme or the like but would not generally refer to those types of Intellectual Property specified in H4.3 a) and b).

H4.7.2 The discovery of Proprietary Technology is not the basic purpose of university scholarly endeavours, nor is it normally a condition for the support of such scholarly endeavours. However, in recognition of the contribution that can be made to the national interest through the development and use of Proprietary Technologies, as well as the advantages

that can accrue thereby to Members and the University, it may be appropriate to protect such Propriety Technology in some circumstances.

H4.7.3 In the event of any Proprietary Technology resulting from scholarly endeavours undertaken by a Member using University facilities, the University as well as the Member shall be deemed to have an interest in any benefits to be obtained from commercial exploitation of the Proprietary Technology.

For the purposes of this Article, the payment of salary to Members and the provision of a normal academic environment in which to work (e.g. office and/or laboratory) shall not be construed as use of University facilities.

H4.7.4 The Employer waives all interest in or claim to any Proprietary Technology made by a Member without use of University time, funds, facilities, support or technical personnel.

H4.7.5 Members have the right to publish their inventions, improvements, designs, developments and so forth, but must be aware that such publication may become a hindrance to the exploitation of the Intellectual Property. Members should consult with the Office of the Vice-President, Research and Development prior to submitting for publication/presentation any material which may be patentable or for which registration or copyright is advisable.

H4.7.6 Where the Member has developed Proprietary Technology with the use of University time, equipment, supplies, facilities or resources or with resources administered by the University, which the Member believes may be worthy of intellectual property protection, the Member shall offer a contract to the University in a timely fashion which provides that:

(c) the University will manage and pay for the costs of obtaining patent protection or copyright protection and of exploitation, as appropriate to the Proprietary Technology; and

(d) revenue shall first be used to reimburse the costs paid by the University and shall thereafter be divided on a 50-50 split between the Member and the University;

(e) the University may decline the offer, in which case, the Member may pursue alternate arrangements.

H4.8 Dispute Resolution

H4.8.1 Except as noted in H4.16, all disputes concerning Intellectual Property are subject to review by a three (3) person panel, composed of one member appointed by the Association, one member appointed by the University, and a third member (who shall be Chair) to be chosen by the two appointed members. The panel shall follow procedures consonant with due process. It shall conduct a hearing and may require oral and/or written submissions. An advisor may accompany any party to the hearing. The panel=s decision shall be final.

H4.8.2 In the event that the ownership rights of intellectual property becomes a matter of dispute solely between the Member or Members and the University, the matter shall be submitted to mediation before an individual expert in such matters, mutually agreeable to the Employer and the Member. If satisfactory resolution is not provided by mediation, the matter may be submitted to arbitration as specified in Article F-4 (Grievance & Arbitration Procedures), provided, however, that the Arbitration Board Chair, or sole Arbitrator, if applicable, shall be an individual knowledgeable in such matters.

## H-5 ASSOCIATION ACCESS TO INFORMATION

H5.1 Member Information

a) Each September, the Employer shall provide the Association with a list showing the name, rank and salary, additional stipends, date of hire, termination date, pension plan start date and normal retirement date of each Member.

b) At other times of the year, Article A11.6 shall apply.

c) The Employer shall also provide the names of all Members on leave, indicating the start and end dates of the leave.

H5.2 University Documents

a) Copies of all motions, resolutions and by-laws, or rules and regulations adopted by the Board which directly affect the Members of the Association shall be communicated to the Association President.

b) Copies of plan policies for the employee group benefit plan and current premium rates, pension and pension actuarial reports shall be provided to the Association.

c) The University shall provide the Association with a copy of the annual audited financial statements of the University, and a copy of the President's Annual Report.

d) The University shall provide to the Association and post on the University's website a copy of all minutes of non-in-camera Board Meetings after such minutes have been approved by the Board.

## H-6 STRIKES AND LOCKOUTS

H6.1 There shall be no strikes or lockouts during the term of this Agreement.

H6.2 Refusals to perform the work of striking employees and to handle the work normally performed by other employees during any dispute with the Employer, shall not be considered as a strike as defined in the Labour Act. These refusals shall not be considered as grounds in themselves for disciplinary action.

H6.3 The University shall not refuse to re-employ a Member solely as a consequence of a strike declared by the Association, or a lockout imposed by the University.

H6.4 Essential Services

a) The Parties agree that proper care of animals and critical research facilities and equipment will be maintained by Members of the Association in the event of a work interruption, lockout, or legal strike.

b) For the purpose of this Article:

i) proper care implies provision of appropriate temperatures, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and medical and necessary care where appropriate;

ii) animals include animals in research, teaching, testing, wildlife and client owned animals;

iii) critical research, facilities and equipment includes critical University assets and data and decomposable research material.

c) Within thirty (30) days of the signing of this Agreement, the Employer will identify a number of positions which it deems sufficient to provide for continuous proper care of animals in the event of a work interruption, lockout, or legal strike. The Joint Committee will meet with a view to finalizing the list through the execution of a Memorandum of Agreement, and such agreement shall be effective until such time as a new Collective Agreement is signed.

d) All persons so designated will be paid as per the Faculty Association Collective Agreement in effect immediately prior to the strike or lockout.

H6.5 Only essential care duties will be assigned to designated employees.

**H-7 PRIVACY**

H7.1 Data Collection and Use of Personal Information

a) Personal information includes any information about an identifiable individual such as age, race, religion, financial information, Social Insurance Number, etc., and excludes employment/organizational information such as name, rank, employment status, title, business address, business telephone number.

b) The University shall specify, at the time of collection, the purposes for which personal data are collected. The subsequent use of such data shall be limited to the fulfillment of those purposes or as may be determined by the Joint Committee.

c) The University shall release a Member's data from files in the University's possession only as required for legitimate administrative needs, by law, this Agreement, or with the prior written consent of the Member.

H 7.2 Privacy Rights and Surveillance

a) Members have the right not to be put under surveillance without being notified, though this right is limited by situations of danger and threats to the members of the University community or in cases of activities in contravention of the law. This right not to be watched by the Employer includes non-electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices.

b) Before posted surveillance devices are installed, the Employer will notify the Association of their location.

c) The Parties recognize that the safety of employees, staff, students and the general public may require the violation of individual privacy through the installation of video cameras, audio recorders or other monitoring devices in public access areas of the campus such as parking lots, walkways, building entrances, exits and hallways. Any area subject to such surveillance must be identified by a posted notice to that effect.

d) For greater clarity, university classrooms, other areas used for teaching purposes (not including space outside University buildings), Members' offices, work space and laboratories are not considered public access areas.

e) The Parties agree that Members have the right to privacy in the contents of their personal and professional communications as they are being made using University services, and in the contents of the files Members maintain, whether these communications and files are on paper or in electronic form. The Parties undertake to respect and preserve that right using all reasonable measures. However, this clause in no way limits the right the Employer has to use material contained in the Employer's files, including communications to, from and concerning Members.

Signed at Charlottetown, Prince Edward Island this 25th day of April, 2023

FOR THE EMPLOYER

FOR THE ASSOCIATION

SECTION I

**APPENDIX A - Schedule of Faculty Salaries**

**Salary Scale Minima: July 1, 2022**

| Step | Lecturer | Assistant Professor | Associate Professor | Professor |
|---|---|---|---|---|
| 1 | $ 69,905 | $ 81,191 | $ 100,189 | $ 126,090 |
| 2 | $ 73,648 | $ 84,934 | $ 103,932 | $ 129,833 |
| 3 | $ 77,391 | $ 88,677 | $ 107,675 | $ 133,576 |
| 4 | $ 81,134 | $ 92,420 | $ 111,418 | $ 137,319 |
| 5 | $ 84,877 | $ 96,163 | $ 115,161 | $ 141,062 |
| 6 | | $ 99,906 | $ 118,904 | $ 144,805 |
| 7 | | $ 103,649 | $ 122,647 | $ 148,548 |
| 8 | | $ 107,392 | $ 126,390 | $ 152,291 |
| 9 | | $ 111,135 | $ 130,133 | $ 156,034 |
| 10 | | | $ 133,876 | $ 159,777 |
| 11 | | | $ 137,619 | $ 163,520 |
| 12 | | | $ 140,426 | $ 167,263 |
| 13 | | | $ 142,298 | $ 170,070 |
| 14 | | | $ 144,169 | |
| 15 | | | $ 146,041 | |

**APPENDIX A - Schedule of Faculty Salaries**

**Salary Scale Minima: July 1, 2023**

| Step | Lecturer | Assistant Professor | Associate Professor | Professor |
|---|---|---|---|---|
| 1 | $ 72,003 | $ 83,627 | $ 103,195 | $ 129,873 |
| 2 | $ 75,858 | $ 87,482 | $ 107,050 | $ 133,728 |
| 3 | $ 79,713 | $ 91,337 | $ 110,905 | $ 137,583 |
| 4 | $ 83,568 | $ 95,192 | $ 114,760 | $ 141,438 |
| 5 | $ 87,423 | $ 99,047 | $ 118,615 | $ 145,293 |
| 6 | | $ 102,902 | $ 122,470 | $ 149,148 |
| 7 | | $ 106,757 | $ 126,325 | $ 153,003 |
| 8 | | $ 110,612 | $ 130,180 | $ 156,858 |
| 9 | | $ 114,467 | $ 134,035 | $ 160,713 |
| 10 | | | $ 137,890 | $ 164,568 |
| 11 | | | $ 141,745 | $ 168,423 |
| 12 | | | $ 144,636 | $ 172,278 |
| 13 | | | $ 146,564 | $ 175,169 |
| 14 | | | $ 148,492 | |
| 15 | | | $ 150,420 | |

**APPENDIX A - Schedule of Faculty Salaries**

**Salary Scale Minima: July 1, 2024**

| Step | Lecturer | Assistant Professor | Associate Professor | Professor |
|---|---|---|---|---|
| 1 | $ 74,163 | $ 86,136 | $ 106,291 | $ 133,769 |
| 2 | $ 78,134 | $ 90,107 | $ 110,262 | $ 137,740 |
| 3 | $ 82,105 | $ 94,078 | $ 114,233 | $ 141,711 |
| 4 | $ 86,076 | $ 98,049 | $ 118,204 | $ 145,682 |
| 5 | $ 90,047 | $ 102,020 | $ 122,175 | $ 149,653 |
| 6 | | $ 105,991 | $ 126,146 | $ 153,624 |
| 7 | | $ 109,962 | $ 130,117 | $ 157,595 |
| 8 | | $ 113,933 | $ 134,088 | $ 161,566 |
| 9 | | $ 117,904 | $ 138,059 | $ 165,537 |
| 10 | | | $ 142,030 | $ 169,508 |
| 11 | | | $ 146,001 | $ 173,479 |
| 12 | | | $ 148,979 | $ 177,450 |
| 13 | | | $ 150,965 | $ 180,428 |
| 14 | | | $ 152,951 | |
| 15 | | | $ 154,937 | |

**APPENDIX A - Schedule of Faculty Salaries**

**Salary Scale Minima: July 1, 2025**

| Step | Lecturer | Assistant Professor | Associate Professor | Professor |
|---|---|---|---|---|
| 1 | $ 76,388 | $ 88,720 | $ 109,480 | $ 137,782 |
| 2 | $ 80,478 | $ 92,810 | $ 113,570 | $ 141,872 |
| 3 | $ 84,568 | $ 96,900 | $ 117,660 | $ 145,962 |
| 4 | $ 88,658 | $ 100,990 | $ 121,750 | $ 150,052 |
| 5 | $ 92,748 | $ 105,080 | $ 125,840 | $ 154,142 |
| 6 | | $ 109,170 | $ 129,930 | $ 158,232 |
| 7 | | $ 113,260 | $ 134,020 | $ 162,322 |
| 8 | | $ 117,350 | $ 138,110 | $ 166,412 |
| 9 | | $ 121,440 | $ 142,200 | $ 170,502 |
| 10 | | | $ 146,290 | $ 174,592 |
| 11 | | | $ 150,380 | $ 178,682 |
| 12 | | | $ 153,448 | $ 182,772 |
| 13 | | | $ 155,493 | $ 185,840 |
| 14 | | | $ 157,538 | |
| 15 | | | $ 159,583 | |

## APPENDIX B - Schedule of Librarian Salaries

### Salary Scale Minima: July 1, 2022

| Step | Librarian 1 | Librarian 2 | Librarian 3 | Librarian 4 |
|---|---|---|---|---|
| 1 | $ 65,533 | $ 72,731 | $ 91,059 | $ 112,879 |
| 2 | $ 69,245 | $ 76,443 | $ 94,771 | $ 116,591 |
| 3 | $ 72,957 | $ 80,155 | $ 98,483 | $ 120,303 |
| 4 | $ 76,669 | $ 83,867 | $ 102,195 | $ 124,015 |
| 5 | $ 80,381 | $ 87,579 | $ 105,907 | $ 127,727 |
| 6 | | $ 91,291 | $ 109,619 | $ 131,439 |
| 7 | | $ 95,003 | $ 113,331 | $ 135,151 |
| 8 | | $ 98,715 | $ 117,043 | $ 138,863 |
| 9 | | $ 102,427 | $ 120,755 | $ 142,575 |
| 10 | | | $ 124,467 | $ 146,287 |

### Salary Scale Minima: July 1, 2023

| Step | Librarian 1 | Librarian 2 | Librarian 3 | Librarian 4 |
|---|---|---|---|---|
| 1 | $ 67,499 | $ 74,913 | $ 93,791 | $ 116,265 |
| 2 | $ 71,322 | $ 78,736 | $ 97,614 | $ 120,088 |
| 3 | $ 75,145 | $ 82,559 | $ 101,437 | $ 123,911 |
| 4 | $ 78,968 | $ 86,382 | $ 105,260 | $ 127,734 |
| 5 | $ 82,791 | $ 90,205 | $ 109,083 | $ 131,557 |
| 6 | | $ 94,028 | $ 112,906 | $ 135,380 |
| 7 | | $ 97,851 | $ 116,729 | $ 139,203 |
| 8 | | $ 101,674 | $ 120,552 | $ 143,026 |
| 9 | | $ 105,497 | $ 124,375 | $ 146,849 |
| 10 | | | $ 128,198 | $ 150,672 |

## APPENDIX B - Schedule of Librarian Salaries

### Salary Scale Minima: July 1, 2024

| Step | Librarian 1 | Librarian 2 | Librarian 3 | Librarian 4 |
|---|---|---|---|---|
| 1 | $ 69,524 | $ 77,160 | $ 96,604 | $ 119,752 |
| 2 | $ 73,462 | $ 81,098 | $ 100,542 | $ 123,690 |
| 3 | $ 77,400 | $ 85,036 | $ 104,480 | $ 127,628 |
| 4 | $ 81,338 | $ 88,974 | $ 108,418 | $ 131,566 |
| 5 | $ 85,276 | $ 92,912 | $ 112,356 | $ 135,504 |
| 6 | | $ 96,850 | $ 116,294 | $ 139,442 |
| 7 | | $ 100,788 | $ 120,232 | $ 143,380 |
| 8 | | $ 104,726 | $ 124,170 | $ 147,318 |
| 9 | | $ 108,664 | $ 128,108 | $ 151,256 |
| 10 | | | $ 132,046 | $ 155,194 |

### Salary Scale Minima: July 1, 2025

| Step | Librarian 1 | Librarian 2 | Librarian 3 | Librarian 4 |
|---|---|---|---|---|
| 1 | $ 71,610 | $ 79,475 | $ 99,503 | $ 123,345 |
| 2 | $ 75,666 | $ 83,531 | $ 103,559 | $ 127,401 |
| 3 | $ 79,722 | $ 87,587 | $ 107,615 | $ 131,457 |
| 4 | $ 83,778 | $ 91,643 | $ 111,671 | $ 135,513 |
| 5 | $ 87,834 | $ 95,699 | $ 115,727 | $ 139,569 |
| 6 | | $ 99,755 | $ 119,783 | $ 143,625 |
| 7 | | $ 103,811 | $ 123,839 | $ 147,681 |
| 8 | | $ 107,867 | $ 127,895 | $ 151,737 |
| 9 | | $ 111,923 | $ 131,951 | $ 155,793 |
| 10 | | | $ 136,007 | $ 159,849 |

## APPENDIX C - Schedule of Sessional Instructor Stipends

Sessional Instructors shall be paid a stipend for each course (3 contact hours) as follows:

| | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| **July 1, 2022 – June 30, 2023** | **$ 6,678** | **$ 7,012** | **$ 7,346** | **$ 7,680** |
| **July 1, 2023 – June 30, 2024** | **$ 6,912** | **$ 7,258** | **$ 7,603** | **$ 7,949** |
| **July 1, 2024 – June 30, 2025** | **$ 7,154** | **$ 7,512** | **$ 7,869** | **$ 8,227** |
| **July 1, 2025 – June 30, 2026** | **$ 7,404** | **$ 7,774** | **$ 8,144** | **$ 8,515** |

An increment to Step 2 is earned upon completion of teaching eight (8) courses (24 contact hours) at the University. Having attained Step 2 status and after teaching a total of twenty-four (24) additional contact hours, Sessional Instructors shall advance to Step 3. **Having attained Step 3 status and after teaching a total of twenty-four (24) additional contact hours, Sessional Instructors shall advance to Step 4.**

Sessional Instructors teaching a three (3) contact hour course for which there is a laboratory, where the laboratory meets for at least ten (10) weeks per term and the Member is present and teaching, shall receive **an additional 1/2 sessional stipend (Step 1) per three hour laboratory** in addition to the **course** stipend.

**Sessional Instructors teaching a three (3) contact hour course for which there is a tutorial, where the tutorial meets for at least ten (10) weeks per term and the Member is present and teaching, shall receive an additional 1/3 sessional stipend (Step 1) per three hour tutorial in addition to the course stipend.**

**Sessional Instructors shall be paid in accordance with the following schedule for duties involving the advising, supervision and examining of students under Article G1.11(c)**

| **Duty** | **Payment** |
|---|---|
| **Supervision of undergraduate honours thesis** | **$600** |
| **Supervision of directed studies course** | **$500 for one student + $200 for each additional student to a maximum of 5 students** |
| ***Co-supervision of masters level thesis** | **$500 per year to a maximum of $1,000** |
| ***Examination of master's level thesis or master's level capstone project** | **$200** |

| | |
|---|---|
| ***Co-supervision of doctoral level thesis** | **$600 per year to a maximum of $2,400** |
| ***Examination of doctoral level thesis** | **$400** |
| ***Doctoral level comprehensive exam** | **$200** |
| ***Review of masters level or doctoral level thesis proposal** | **$200** |
| **Serving on a DRC pursuant to E2.7.3(h)** | **$500 per file** |

***Where academic duties relate to graduate theses, the Sessional Instructor must have Graduate Faculty status.**

**APPENDIX D - Schedule of Clinical Nurse Instructor Hourly Rate of Pay**

| | Step 1 | Step 2 | Masters Prep |
|---|---|---|---|
| July 1, 2022 – June 30, 2023 | $ 45.39 | $ 47.48 | $ 49.52 |
| July 1, 2023 – June 30, 2024 | $ 46.75 | $ 48.90 | $ 51.00 |
| July 1, 2024 – June 30, 2025 | $ 48.15 | $ 50.37 | $ 52.54 |
| July 1, 2025 – June 30, 2026 | $ 49.59 | $ 51.88 | $ 54.11 |

**An increment shall be earned upon completion of each 1957 hours worked, exclusive of overtime. Hours worked from the date of employment at UPEI as a Clinical Nursing Instructor shall count towards the 1957 hours needed for the increment.**

# LETTER OF UNDERSTANDING #1



LETTER OF UNDERSTANDING #1

Between

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF PRINCE EDWARD ISLAND
(The Employer)

- and -

THE UNIVERSITY OF PRINCE EDWARD ISLAND
FACULTY ASSOCIATION
(The Association)

RE: INTEGRITY IN RESEARCH AND SCHOLARLY WORK

The Parties to the Collective Agreement hereby agree to the following provisions with respect to the University Policy on Integrity in Research and Scholarly Work.

1. The Association shall be consulted as part of the regular triennial review of this policy and in any interim reviews authorized by the Senate or the Research Advisory Committee.

2. The advisor who accompanies a Member who is addressing the Investigative Committee (as per 4.6.7F of the Policy) may be a Member of the Association.

3. The University and the Members shall take such steps as may be necessary and reasonable to maintain confidentiality of all proceedings.

4. Formal disciplinary actions and appeals shall be undertaken in accord with the mechanisms outlined in this collective agreement.

Dated this 12th day of MARCH, 2004.

FOR THE EMPLOYER

FOR THE ASSOCIATION

## LETTER OF UNDERSTANDING #2 Re: Canada Research Chair

LETTER OF UNDERSTANDING #2

between

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF PRINCE EDWARD ISLAND (The Employer)

and

THE UNIVERSITY OF PRINCE EDWARD ISLAND FACULTY ASSOCIATION (The Association)

RE: CANADA RESEARCH CHAIRS

1. Preamble

The Government of Canada has established the Canada Research Chairs Program to create outstanding research opportunities. The University and the Association wish to make these opportunities available. In order to do this within the provisions and the intent of the Agreement, the Parties hereby agree to amend some of the procedures outlined in the Agreement specifically between the Agreement and the procedures identified below, the procedures in this Letter of Understanding shall apply.

2. CRC Appointments

Appointments of Canada Research Chairs are made by the Board following recommendation by the President. A Canada Research Chair Application Review Committee (CRCARC) shall recommend a qualified and suitable candidate to fill a Canada Research Chair position allocated to the University. This written recommendation shall be presented to the President. Upon recommendation from a CRCARC, the President may recommend that a CRC nomination be prepared and submitted for consideration by the national CRC adjudication body.

Following successful adjudication at the national level, the President may recommend to the Board, appointment of the nominee with tenure or without tenure. The Board shall grant tenure if and only if a successful nominee has shown evidence of performance which meets the criteria for tenure as set out in Article E-2.

3. Canada Research Chair Application Review Committee (CRCARC)

The Vice-President, Research and Development, shall convene and Chair the CRCARC. The majority of members of the CRCARC shall be Faculty Members, including one (1) who is to be appointed directly by the President of the Association. The membership of the CRCARC shall be drawn from areas cognate to that in which the Chair is being sought. Committee members must be drawn from more than one Faculty.

The CRCARC shall determine its own procedures for calling nominations/applications, evaluation of nominations/applications, interview of candidates, and the determination of a recommendation to the President. The CRCARC may recommend that none of the nominees/applicants be considered for nomination and national adjudication.

4. Search Procedure

The University shall be informed in writing by the Vice-President, Research and Development that the process to nominate a CRC is being initiated. The Parties agree that it is desirable to have such notification as early as possible prior to nomination submission deadlines. A copy of this communication shall be sent to the Association at the same time it is provided to the rest of the University Community.

5. Responsibilities of Faculty Members

The holder of a Canada Research Chair shall have all of the responsibilities of a Faculty Member as described in Article A5; however, due to the funding arrangements for these positions, the following conditions apply to these positions.

The holder of a Canada Research Chair will be appointed to a Department of Record but may have responsibilities across academic departments/programs/Faculties. The responsibilities of the Canada Research Chair shall be determined by the appropriate Dean(s) and shall be determined with reference to the guidelines of the Canada Research Chair.

When a Canada Research Chair is considered for tenure or promotion, the appropriate committees and administrators that currently make decisions about promotion and tenure shall take into consideration that a Canada Research Chair has fewer responsibilities in the areas of teaching and administration.

When a Canada Research Chair leaves the position of Chair but remains in the University as a Faculty Member, the Chair remains a Member of the bargaining unit and either remains a member of the Department of Record is or becomes a member of another department to which she or he is most closely academically affiliated. No other member shall be displaced from his or her position or have his or her priviledges, secretarial support, technical support or benefits unreasonably reduced, or be displaced from the bargaining unit by the entry of a Canada Research Chair into a department/program.

6. Promotion

For purposes of promotion, the responsibility for recommendation rests with the Department Review Committee of the Department of Record, after having received the advice of any advisory body which may be associated with the Canada Research Chair. This advice from the CRC Program will be conveyed by the Vice-President, Research Development. In all other respects, the candidate's promotion application shall proceed according to Article E-2.

For the purposes of early promotion, a Member holding a CRC position will ordinarily be expected to show exceptional quality in one area-scholarly endeavours-in order to fulfill the duties of the CRC.

Where all the conditions in E2.3.2.3 and E2.3.2.4 have not been met in the case of a CRC position-holder seeking early promotion, the DRC and URC shall consider the following: 1) that the candidate's clearly superior scholarly endeavours output may compensate for lesser teaching/professional service and involvement in University service, or 2) that the candidate's clearly superior scholarly endeavours output may compensate for fewer than six (6) years of service as an Assistant Professor or six (6) years of service as an Associate Professor.

DATED this 12th day of MARCH, 2004.

FOR THE EMPLOYER

FOR THE ASSOCIATION

***NOTE:** In sub-section #5, reference to Article A5 is corrected to read Article A8*

# MEMORANDUM OF UNDERSTANDING Re: Health Spending Account

Memorandum of Understanding

Between

The University of Prince Edward Island Board of Governors

(the Employer)

And

The University of Prince Edward Island Faculty Association

(the Association)

**Re: Health Spending Account**

The Parties agree to create a time-limited Health Spending Account for Members of the FA who are members of the Supplementary Health Care Plan.

The Health Spending Account will be funded entirely by the reserve in the Supplementary Health Care Plan, provided the reserve remains at a minimum of 25% of premiums collected

The Health Spending Account shall be $500 per eligible member, per year, during the term of this agreement and shall provide for a carry over for a two-year period.

This provision shall expire June 30, **2020**.

Date: March 16, 2017

For the Faculty Association

For the Board

# MEMORANDUM OF AGREEMENT Re: Certification Order

**MEMORANDUM OF AGREEMENT**
**Between**
**The Board of Governors of the University of Prince Edward Island**
**(the Employer)**
**- and -**
**The University of Prince Edward Island Faculty Association**
**(the Association)**

**Re: Certification Order (File 01-001; Serial No. 09-01) dated August 2, 2001 and Amended Certification Order (File 10-018; Serial No. 09-01) dated December 13th, 2010**
**Schedule "A"/Appendix 1**

The Employer has requested a review of those persons excluded from teaching as a Sessional Instructor in a university degree credit course except in a limited, informal capacity provided that such contributions are incidental to their assigned duties and responsibilities, as more particularly detailed in Schedule "A" and Appendix 1 to Schedule "A" of the Certification Order.

The Faculty Association agrees to the establishment of a joint committee consisting of two members of the Faculty Association appointed by the Executive of the Association and two representatives of the Employer appointed by the Employer to review and consider whether any of the persons holding the following positions should be entitled to apply for sessional contracts to teach a university degree credit course:

- Director, Centre for Conflict Resolution
- Director, Computer Service
- Contract, Clinical Scientist
- AVC, Lobster Science Centre Lab Manager
- Pharmacist
- Operations Manager, Veterinary Teaching Hospital
- International Recruiting and Marketing Officer
- Coordinator Internship Program (Co-op)
- Counsellor
- Writing Centre Facilitator
- Coordinator of Practice Teaching (Faculty of Education)
- Coordinator, Animal Welfare Unit
- Dietetic Internship Coordinator

The joint committee shall report their recommendations to the Employer and to the Faculty Association and in the event the Employer and the Faculty Association are agreeable legal counsel for the Faculty Association shall draft the necessary documents to allow such persons agreed upon to apply for sessional contracts to teach a university degree credit course. Successful applicants shall become members of the bargaining unit of the Faculty Association for such purposes.

The parties agree that unless and until a formal agreement is executed by the Faculty Association and the Employer such persons shall remain excluded from contributing except in a limited, informal capacity to aspects of a degree course, provided such contributions are incidental to their assigned duties and responsibilities, as more particularly detailed in Schedule "A" and Appendix "1" to Schedule "A" of the Certification Order.

DATED at Charlottetown, Prince Edward Island, this 7th day of May, 2011.

**For the Faculty Association:** **For the Employer:**

## MEMORANDUM OF AGREEMENT Re: Article F6.22

MEMORANDUM OF AGREEMENT

Between

the University of Prince Edward Island
(The University)

- and -

the University of Prince Edward Island Faculty Association
(The Association)

Re: Article F6.22

WHEREAS Article F6.22 of the Bargaining Unit #1 Collective Agreement provides that "The 'Fair Treatment Policy' and the 'Policy on Integrity in Research and Scholarly Work' shall form part of this Agreement and shall not be amended without the express written consent of the Parties";

AND WHEREAS the "Policy on Integrity in Research and Scholarly Work" has been amended with the express written consent of the Parties and is now entitled "Responsible Conduct of Research, Scholarly, and Creative Work Revised Policy (2013)", bearing date November 1, 2013;

The Parties to this agreement hereby agree that:

1. The Responsible Conduct of Research, Scholarly, and Creative Work Revised Policy (2013), including the two procedural documents referenced in Article 3.3, shall form part of the Bargaining Unit #1 Collective Agreement and shall not be amended without the express written consent of the Parties.

2. When there is a new Collective Agreement negotiated this will be incorporated into Article F6.22 without deeming this Article to be "opened" during collective bargaining.

3. This however, will not preclude either Party to the Agreement from opening this language for other reasons as deemed necessary or appropriate at the time of negotiations.

SIGNED at Charlottetown, Prince Edward Island, this 15th day of January, 2014.

For the University

For the Association

# MEMORANDUM OF UNDERSTANDING Re: Associate Dean of Engineering

Memorandum of Understanding
Between
The University of Prince Edward Island Board of Governors
(the Employer)
And
The University of Prince Edward Island Faculty Association
(the Association)

Re: Associate Dean of Engineering

**1. Preamble**

The Department of Engineering has recently changed its name to the School of Engineering within the Faculty of Science to coincide with the launch of the new degree program. This name change recognizes the applied and vocational nature of a professional program and is consistent with an increasing trend across Canada for engineering programs to be referred to as schools. In conjunction with this name change, it is proposed that the Administrative head of the School be an Associate Dean of Engineering, which is a more common title for the administrative head of schools that are not academic faculties in their own right. In order to do this within the provisions and intent of the Agreement, the Parties hereby agree that the Associate Dean will carry out some of the functions of the Dean of Science in the School of Engineering as outlined in Section 5 of this document. This position will be excluded from the bargaining unit because it is an administrative position.

**2. Appointment of an Associate Dean of Engineering**

a) The Vice-President Academic will initiate advertising for this position.
b) Position shall be advertised on the University Web site and nationally, normally in University Affairs, CAUT Bulletin and such discipline specific publications, journals or forums as applicable The relevant criteria for selection shall be available to applicants on the University web site.
c) The appointment of an Associate Dean of Engineering is made by the Board following recommendation by the President. A Search committee shall consist of:
   i) The Dean of Science (Chair)
   ii) Three Faculty Members from the School of Engineering, nominated and elected by Faculty Members from within the School of Engineering
   iii) One Faculty Member from the Faculty of Science appointed by the Vice-President Academic
   iv) One Student representative elected by and from Engineering students
   v) One additional Faculty Member from outside the School of Engineering, nominated and elected by Faculty Members from within the School of Engineering
d) The Committee will assess applications, including credentials and letters of reference, and establish a short list for interview.
e) Before any applicant is invited to an interview, the Chair of the Search Committee will consult the Vice-President Academic on the short list to ensure that University policies have been adhered to and to seek financial approval for the issuance of an invitation.
f) The interviews, in addition to meetings with the Search Committee, will include meetings with the Vice-President Academic, the President and a public presentation. Where possible, other interested Faculty Members shall be given an opportunity to meet the applicants.

g) The Search Committee, through its Chair, will recommend the preferred candidate to the Vice-President Academic.
h) If in agreement with the recommendation of the Search Committee, the Vice-President Academic will forward the recommendation with a letter of support, curriculum vitae, letters of reference, and other supporting material to the President.
i) If the President agrees to support the recommendation, the Vice-President Academic, in consultation with the Dean of Science, will determine the terms of employment (rank, nature of contract, salary and other conditions of service) to be discussed by the Dean of Science with the preferred candidate.
j) As soon as the President has been informed that the proposed terms are (or are likely to be) acceptable to the preferred candidate, the President will forward the Search Committee's recommendation with all supporting material to the Board for approval.

**3. Term of the Appointment**

The Associate Dean of Engineering shall be appointed for a term of three (3) years. Pending the outcome of a performance review, the incumbent will be eligible for a second term. Normally, there would not be more than two (2) successive terms.

**4. Tenure and Promotion**

Unless otherwise stated in the letter of appointment, the Associate Dean of Engineering who is eligible for tenure or promotion on the basis of Article E2 shall be assessed with respect to tenure and promotion on the same basis as Faculty Members who are in the bargaining unit.

**5. Responsibilities of the Associate Dean of Engineering**

The Associate Dean of Engineering shall be the Administrative Head of the School of Engineering and will carry out the functions of the Dean of Science in the School of Engineering as described in the following articles in the Collective Agreement:

| | |
|---|---|
| A6 | Conflict of Interest |
| B2.4 | Hiring procedures for faculty |
| B2.5 | Hiring procedures for interdisciplinary faculty members |
| B2.8 | Replacements |
| B2.9 | Term appointments of less than 12 months |
| B2.14 | Procedures for renewal appointments |
| B2.15 | Procedures for re-hiring appointments |
| B2.16 | Short-term extensions |
| B2.17 | Temporarily reduced appointments |
| B2.19 | Approval process for change of status |
| B-4 | Directors and coordinators of interdisciplinary academic programs |
| B-7 | Retirement, resignation, and termination |
| C-2 | Sabbatical leave |
| C-4 | Leave without pay |
| C-6 | Leave to accept public office |
| C-7 | Sick leave |
| C-8 | Vacation |

C-9 Holidays
C-10 Compassionate and bereavement leave
C-11 Special needs
C-12 Jury/witness leave
C-13 Exchange leave
C-14 Professional development and consultative leaves
E-1 Evaluation of teaching and faculty review procedures (with the exception of Articles E1.4.6, E1.4.7, E1.4.8, and E1.4.10 as outlined below)
E-2 Tenure and promotion of faculty (with the exception of E.2.5.2.2 , E.2.5.3.1, and E2.5.2.3 as outlined below)
E-4 External letters of reference
G-1 Sessional instructors
H-1 Workload
H-3 Employment in external remunerative activities

In addition:

Article E2.5.1 In the case of a candidate from the School of Engineering, substitute Associate Dean, Engineering.

Article E2.7.3 In the case of the School of Engineering, the DRC would elect its own Chair.

Article E2.10.1 Membership of the University Review Committee), in any year when there are candidates from the School of Engineering, the Associate Dean of Engineering will be considered a member of the URC. The Associate Dean of Engineering will not be eligible to serve on any subcommittees of the URC.

In the case of the following articles, the responsibilities shall lie with both the Dean of Science and the Associate Dean of Engineering:

E1.4.7 Any information obtained by the Dean (or Associate Dean of Engineering) through the procedures described in Articles E1.4.3, E1.4.4, E1.4.5 or E1.4.6 shall be used only in a manner consistent with Article E1.4.1 and shall only be used by the Dean (or Associate Dean of Engineering) or any other individual, for purely formative purposes and shall never be used for disciplinary action or dismissal proceedings.

E1.4.8 Chairs and Deans (and the Associate Dean of Engineering) shall attend a workshop designed to assist them in performing reviews. These workshops shall be funded by the University and jointly organized by the University and the Association. There shall be an opportunity for a presentation by an Association supported designate. Such workshops shall be available annually, and the University is responsible for ensuring that all administrators performing Faculty reviews shall be trained as required by this Agreement.

In the case of the following articles, the responsibilities of the Chair shall be carried out by the Associate Dean of Engineering and the responsibilities of the Dean shall remain with the Dean of Science:

E1.4.6 Prior to September 1 of each year, the Chair (Associate Dean of Engineering) shall meet with the Dean and provide an overview of the faculty reviews completed within the Department (School).

E1.4.10 Deans shall be responsible for ensuring that reviews have taken place in accordance with these policies and procedures. In the case of the Faculty of Education, the School of Business, and the School of Nursing, this is the Vice-President Academic's responsibility.

E2.5.2.2 On or before January 5 of each year, the Dean of each Faculty shall send a letter to each Department Chair (and the Associate Dean of Engineering) with the names of all Faculty Members in their respective Departments (School) that are eligible for regular consideration of tenure in the next academic year.

E2.5.2.3 a) Upon receipt of the letter from the Dean, the Department Chair (Associate Dean of Engineering) shall seek confirmation from each Faculty Member named in the letter that her or his tenure file is being collated. Prior to February 1, each Faculty Member shall send a letter to the Chair (Associate Dean of Engineering) indicating that he or she plans to apply for tenure. Once such a letter has been received, the Department Chair (Associate Dean of Engineering) shall inform the Dean that the tenure file is in preparation. The responsibility for establishing the case for tenure rests with the Faculty Member.
b) Subject to exceptional circumstances set out in this Agreement, if a Faculty Member does not have tenure by February 1 of the fourth (4th) year of full-time probationary appointment at this University, and if the Faculty Member has not initiated procedures for consideration of tenure, the Department Chair (Associate Dean of Engineering) will direct the Faculty Member to submit his or her file for tenure consideration. If the Faculty Member does not submit this application, the Faculty Member will be deemed to have declined tenure and will cease to be employed by the University at the end of the probationary period stated in his or her letter of appointment.

E2.5.3.1 Applications for promotion are the responsibility of the Faculty Member. Such applications shall be made, in a letter to the Department Chair (Associate Dean of Engineering), no later than June 15 of the year in which consideration is initiated. The Department Chair (Associate Dean of Engineering) shall advise the Department, the Dean and the Vice-President Academic of any application for promotion or accelerated promotion by July 1.

Date: 5/5/14

For the Faculty Association

Betty Jeffery

For the University

VP Academic
C. LACROIX

## MEMORANDUM OF UNDERSTANDING Re: Associate Dean of Mathematical and Computational Sciences

Memorandum of Understanding
Between
The University of Prince Edward Island Board of Governors
(the Employer)
And
The University of Prince Edward Island Faculty Association
(the Association)

Re: Associate Dean of Mathematical and Computational Sciences

With the creation of the new School of Mathematical and Computational Sciences, it is proposed that the Administrative Head of the School be an Associate Dean of Mathematical and Computational Sciences.

The Parties agree that the terms and conditions agreed upon for the Associate Dean of Engineering, as described in the Memorandum of Understanding signed on May 5, 2014, be adopted for this new position.

Date: 15/01/2016

For the Faculty Association

For the University

# MEMORANDUM OF AGREEMENT Re: UPEI Pension



## MEMORANDUM OF AGREEMENT

**October 17, 2016**

**This Memorandum of Agreement (the "Agreement") is between the University of Prince Edward Island Board of Governors ("the Employer") and the UPEIFA (Units # 1 & # 2), CUPE Local 1870, CUPE Local 501 (UPEI Security Police) and IBEW Local 1928 (collectively, the "Unions"). The terms of this Agreement are binding on the parties and enforceable in accordance with each Union's collective agreement with the Employer.**

**Effective Date**

1. The effective date of the amendments to the Pension Plan for Employees of the University of Prince Edward Island (the "Plan") and the Plan's governance structure, as set out in greater detail below, shall be January 1, 2017 ("Effective Date") subject to the agreement in respect of transitional matters attached at Appendix "A" hereto (the "Transition Agreement").

**Plan Governance**

2. At the Effective Date, the Plan will be amended to become a jointly-sponsored defined benefit pension plan ("JSPP"). The sponsors of the Plan will be the Unions and the Employer (the "Sponsors"). The Sponsors will establish a board (the "Sponsor Board") with certain decision-making authority and governance responsibilities over the Plan as further described herein, and shall appoint a board of trustees to administer the Plan (the "Board of Trustees" or "Trustees"). The Board of Trustees will administer the Plan in accordance with a trust agreement (the "Trust Agreement"). In addition, the Sponsors shall enter an agreement that sets out the roles and responsibilities of the Sponsors (the "Sponsors Agreement").

***Board of Trustees and Trust Agreement***

3. The Trustees shall serve as the administrator of the Plan ("Plan Administrator") and associated pension fund (the "Fund") in accordance with the Trust Agreement whose terms are consistent with the terms of this Agreement.

4. The Trustees shall be responsible for the ongoing administration, operation, and investment of the Plan through their delegates and agents. The Trustees shall select and monitor all service providers to the Plan the cost of which shall be paid from the Plan's Fund.

5. The Board of Trustees shall be composed of an even number of individuals, one half of whom is appointed by the Employer and one half of whom is appointed by the Unions.

6. The Employer will appoint half of the voting individuals on the Board of Trustees under a process of the Employer's choosing. At least one of these individuals shall be a non-Union plan member.

7. The Unions will appoint half of the voting individuals on the Board of Trustees under a process of the Unions' choosing.

8. Two retired plan members will also be appointed to the Board of Trustees, one by the Employer and one by the Unions. These two retired plan members will not have a vote on the Board of Trustees as contemplated in Article 9 herein, nor will they count for purposes of the quorum rules of the Board of Trustees. Further, these two retired plan members will not be eligible to serve as co-chairs as contemplated by Article 10 herein.

9. The Trustees will endeavour to make decisions by consensus. No decision will be binding unless it has the support of a majority of the voting Employer Trustees and a majority of the voting Union Trustees. An appropriate dispute resolution process will be prescribed in the Trust Agreement for breaking any deadlock, which will include a situation in which necessary Trustee business cannot proceed because of lack of consensus or majority support.

10. The Board of Trustees will function with a co-chair model whereby each of the Union Trustees and the Employer Trustees shall appoint one of their own to act as co-chair of the Board of Trustees. The co-chairs shall share such tasks and authority as required for the satisfactory operation of the Board, including the calling and chairing of meetings.

11. A funding policy negotiated by the Employer and the Unions consistent with this Agreement shall be administered by the Trustees.

***Sponsor Board and Sponsors Agreement***

12. The Sponsor Board will be established by the Sponsors Agreement which will be consistent with the terms of this Agreement.

13. The Sponsor Board shall be composed of an equal number of Employer and Union representatives. Notwithstanding the number of representatives, decision making at the Sponsor Board will be made via block votes. The Employer representatives to the Sponsor Board will collectively exercise one vote and the Union representatives will collectively exercise one vote. One vote from each side will be required for all decisions of the Sponsor Board.

14. The Plan text, the Trust Agreement, the Funding Policy and the Sponsors Agreement, once established, shall be subject to amendment only by the Sponsor Board. Such amendments shall be expressly binding upon the Employer, Unions and Plan members, former members, retirees and their beneficiaries.

15. Following the Effective Date, all actuarial assumptions and methods shall be determined by the Sponsor Board and communicated, in advance of any period of time to which those methods or assumptions may apply, to the Trustees, who may provide feedback and input to the Sponsor Board for the Sponsor Board to use in determining such methods or assumptions.

16. The Plan will not be terminated or wound up except in accordance with the Sponsors Agreement, which shall require the prior written consent of the Employer and each of the Unions.

17. The parties to this Agreement shall execute such amendments or further letters of understanding to each applicable collective agreement between the Employer and each Union to provide only that the pension arrangements for bargaining unit members are as described in this Agreement, the revised Plan text, Trust Agreement and Sponsors Agreement, as the case may be.

**Funding of the Plan**

18. A valuation of the Plan will be conducted as at September 30, 2016 (the "Conversion Valuation"). The economic methods and assumptions to be used in the Conversion Valuation shall be consistent with the April 30, 2014 valuation assumptions, except as modified by the assumptions in the "alternative set" as shared on September 26, 2016. The asset smoothing methodology from the April 30, 2014 valuation shall be applied.

19. The Plan's current service cost after the Effective Date will be shared on a 50/50 basis by the Employer and Plan members. For greater certainty, based on the latest projections in the "Sample implementation using extrapolated results at April 30, 2016 and alternative actuarial assumptions" (from the Employer's September 26, 2016 document, a copy of which is attached as Exhibit "B" to this Agreement), the current service cost as at the Effective Date is currently projected to be 16.04% of pensionable earnings, or 8.02% (on average) of pensionable earnings payable by the Employer and 8.02% (on average) of pensionable earnings payable by the members.

20. The Employer shall be responsible for any schedules of unfunded liability special payments, to be amortized over 15 years, associated with any Plan deficit (after taking into account the present value of remaining contributions under Article 21) as determined by the Conversion Valuation.

21. Plan members shall continue to pay 0.88% of pensionable earnings in respect of unfunded liability special payments until June 30, 2025, as required by the 2010 Memorandum of Agreement signed by the Employer and the Unions and as contemplated in section 4.1(B) of the Plan text. The Employer and Member unfunded liability special payment schedules as determined by the Conversion Valuation shall be considered an asset of the Plan.

22. Unfunded liabilities arising in valuations performed after the Conversion Valuation (the first scheduled valuation following the Conversion Valuation shall be at April 30, 2019 and subsequent valuations will be performed as at April 30 on regular intervals as determined by the Sponsor Board not exceeding every three years) will be amortized over 15 years and funded by either contribution rate increases, temporary future benefit reductions, or a combination of the two, all as determined by the Sponsor Board. The Sponsor Board may, in accordance with its decision-making process (as described in paragraphs 13 and 14 of this Agreement), agree to temporary future benefit reductions. The Sponsor Board may also choose not to make any such temporary benefit reductions. The balance of any unfunded liability funding obligation shall be met by special payments that will be shared on a 50/50 basis by both the Employer and Plan members and amortized over a 15 year period. For the purposes of clarity, the following are provided as examples of how this paragraph 22 is intended to operate:

    - If there is a 5% of payroll special payment obligation, and the Sponsor Board agrees to a temporary future benefit reduction that reduces plan cost by 2% of payroll, both the Employer and Plan members will be obligated to make special payments of 1.5% of payroll each for a period of 15 years.

    - If there is a 5% of payroll special payment obligation, and the Sponsor Board does not agree to any temporary future benefit reductions, both the Employer and Plan members will be obligated to make special payments of 2.5% of payroll each for a period of 15 years.

23. Plan surpluses (defined as amounts above 110% funded on a going concern basis) shall first be used to retroactively restore any temporary benefit reductions in respect of past service and future service, until those benefits have been restored fully, as determined by the Sponsor Board. Such benefit restorations shall not reduce plan funding below 110%.

    In circumstances where the Plan is funded above 110% on a going concern basis and all temporary benefit reductions (if any) have been fully restored, the surplus above 110% shall be used to:

    - improve Plan benefits and/or
    - reduce Plan risks by conservatizing actuarial assumptions,

    as determined by the Sponsor Board. Such changes shall not reduce the Plan's funded status below 110%.

24. The Employer will remain responsible for full termination and wind-up funding of all Plan liabilities, both pre- and post-conversion, in the event the Plan is terminated and wound up.

**Benefits**

25. No changes to Plan benefits or Plan design are required at this time. Following execution of this Agreement, benefits may be amended only in accordance with the Sponsors Agreement.

**Conditions**

26. The Agreement will be contingent on ratification in accordance with such process or requirements determined by the Employer and each of the Unions respectively, failing which this Agreement shall be null and void.

**Covenants**

27. The Employer and the Unions shall negotiate in good faith and shall execute the further agreements required by this Agreement including but not limited to the Sponsors Agreement, Trust Agreement, Funding Policy, revised Plan text, and such other agreements as are or may be required to implement the purpose of this Agreement.

28. Subject to article 18 of this Agreement, from the date of execution of this Agreement, the Employer shall make no changes to the Plan, contributions or any economic assumption or methods used to value the Plan without the prior consent of each of the Unions.

Dated and executed on October 17th, 2016:

| | |
|---|---|
| Witness | For UPEI, Brian Johnston |
| Heather F. Chap<br>Witness | For UPEI, Bruce Macdonald |
| Susan Dallant<br>Witness | For UPEIFA, Nola Etkin |
| Susan Dallant<br>Witness | for<br>For CUPE Local 1870, Tracy Carmichael |
| Witness | For CUPE Local 501, Wayne Squarebriggs |
| Witness | For IBEW 1828, Don Large |

**Appendix "A" to the Memorandum of Agreement dated and executed October 17, 2016**

**Transition Agreement**

1. All capitalized terms, except as otherwise defined herein, have the same meaning as in the Memorandum of Agreement dated October 17, 2016 between the University of Prince Edward Island Board of Governors ("the Employer") and the UPEIFA (Units # 1 & # 2), CUPE Local 1870, CUPE Local 501 (UPEI Security Police) and IBEW Local 1928 (collectively, the "Unions")

2. The Effective Date is January 1, 2017.

3. The new Board of Trustees will commence its role as Plan Administrator on January 1, 2017 or as soon after that date as is possible. In order to take over as Plan Administrator, at a minimum, the Trust Agreement must be completed and executed and the full Board of Trustees must be established.

4. In the event the Trust Agreement is not executed by January 1, 2017, or the full Board of Trustees is not established, or the Board of Trustees cannot act as Plan Administrator as at that date, there will be a transitional period, not longer than one year and ending on December 31, 2017, or the date on which the Board of Trustees assumes its role as Plan Administrator, if earlier (the "Transition Period") during which time the following rules will govern:

    a. The Employer will continue to act as Plan Administrator, subject to the approval of the Sponsor Board, or the Unions in circumstances where the Sponsor Board is not yet in place, for all decisions of significance to the administration of the Plan, including entering into or renewing contracts for service to the Plan, determining actuarial assumptions or methodologies;

    b. All existing contracts or service provider agreements (or arrangements if not in writing) will continue unchanged during the Transition Period. Any changes that may be required or desired must be approved by the Sponsor Board, or the Unions in circumstances where the Sponsor Board is not yet in place;

    c. Any decision required by the Agreement to be made by the Sponsor Board may be made jointly by the Employer and the Unions in circumstances where the Sponsors Agreement has not yet been executed or the full Sponsor Board is not yet established.

5. The parties will immediately commence drafting the Sponsors Agreement and Trust Agreement with a view to having fully executed documents in place on January 1, 2017.

6. In all respects, the Memorandum of Agreement shall govern except as explicitly modified by this Transition Agreement.

# Key assumptions (vs 2014)

| Description of assumption | Used in 2014 | Alternative set |
|---|---|---|
| *Discount rate* | 5.75% (pre and post retirement) | **6.00%** (pre and post retirement) |
| *Salary scale (incl allowance for steps, promotional, etc)* | 4.0% per annum | **3.5%** per annum |
| *Increase in statutory limits (e.g., YMPE, CRA max accrual)* | 3.5% per annum | **2.5%** per annum |
| *Mortality* | CPM2014 Public Mortality tables with improvement scale CPM-B (pre-retirement and post-retirement) | No change |
| *Retirement age* | 60% at Rule of 85 (min age 55), or age 60 if earlier, balance at age 65 | **50%** at Rule of 85 (min age 55), or age 60 if earlier, **60% of remaining at age 65, 25% at each age between ages 66 and 70, with everyone remaining retiring at age 71** |

Exhibit 'B'

## SCHEDULE I – ORDER OF CERTIFICATION (File No. 01-001)

SCHEDULE I

Serial No. 09-01

File No. 01-001

Decision No.

ORDER

IN THE MATTER OF THE APPLICATION FOR CERTIFICATION

BETWEEN:

UNIVERSITY OF PRINCE EDWARD ISLAND FACULTY ASSOCIATION

APPLICANT

AND:

BOARD OF GOVERNORS OF THE UNIVERSITY OF PRINCE EDWARD ISLAND

RESPONDENT

WHEREAS an application for Certification as bargaining agent of a unit of employees of the University of Prince Edward Island has been received by the Prince Edward Island Labour Relations Board under the *Prince Edward Island Labour Act*;

AND WHEREAS, following investigation and consideration of the Application for and of the submissions of the parties concerned, the Board has found the Applicant to be a trade union within the meaning of the *Prince Edward Island Labour Act* and has determined the unit described hereunder to be appropriate for collective bargaining and has satisfied itself that a majority of employees wished the applicant trade union to be certified as bargaining agent on their behalf;

NOW THEREFORE, it is hereby ordered by the Prince Edward Island Labour Relations Board that the University of Prince Edward Island Faculty Association, be, and it is hereby certified to be the bargaining agent for SEE ATTACHED SCHEDULE "A" employed by the Board of Governors of the University of Prince Edward Island in Province of Province of Prince Edward Island.

ISSUED at Charlottetown, this 02nd day of August, 2001, by the Prince Edward Island Labour Relations Board and issued under the hand of its Chief Executive Officer.

Roy J. Doucette
Chief Executive Officer

PANEL:
Robert MacArthur, Chair
Ted Crockett, Member
Gerald Doyle, Member

## Schedule "A"

All academic staff engaged in teaching in a university degree credit course and/or engaged in research, and all librarians, employed by University of Prince Edward Island. For greater clarity, academic staff includes term, probationary or tenured faculty, sessional lecturers, and clinical instructors.

Save and except,

- Deans
- Associate or Assistant Deans
- Those above the rank of Dean
- The University Librarian
- Persons acting in any above capacity for more than one month in any twelve month period
- Students, interns, residents, post doctoral fellows, and research associates
- Members of the Board of Governors
- Persons that are on leave, secondment, or exchange from another university or employer for a period of up to two years
- Positions covered by an existing collective agreement
- Persons who are primarily engaged in managerial, administrative, or contract professional functions, including, but not necessarily limited to those listed in Appendix f, and
- Those otherwise excluded by the Labour Act of Prince Edward Island

Note: The statement of scope above shall not prevent persons in excluded positions from contributing in a limited, informal capacity to aspects of a degree course, provided such contributions are incidental to their assigned duties and responsibilities.

## SCHEDULE II – ORDER OF CERTIFICATION – Minutes of Settlement

SCHEDULE II

RECEIVED
JUL 20 2001
LABOUR RESOURCES

IN THE MATTER OF AN APPLICATION FOR CERTIFICATION, BEFORE THE PRINCE EDWARD ISLAND LABOUR RELATIONS BOARD, FILE 01-001

BETWEEN:

The University of Prince Edward Island Faculty Association
("the Applicant")

RECEIVED
JUL 20 2001
P.E.I. Labour
Relations Board

and

The Board of Governors of the University of Prince Edward Island
("the Respondent")

MINUTES OF SETTLEMENT

The parties have agreed to full and final resolution of all matters between them in respect of the Application for Certification filed February 23, in accordance with the following terms:

1. The parties agree to the bargaining unit description attached as Schedule "A", and agree that it is an appropriate bargaining unit for purposes of the Labour Act.

2. For the purposes of the Labour Relations Board in processing this Application for Certification, the parties agree to the List of Employees attached as Schedule "B".

3. The parties request that the Labour Relations Board determine whether a majority of employees in the agreed upon bargaining unit have indicated their desire that the Applicant be certified as bargaining agent, based upon the evidence before the Board.

4. In the event that a majority of employees support the Applicant, the parties agree to the certification of the Applicant as bargaining agent of the employees, and request that the Board issue a Certificate to the Applicant forthwith.

THIS AGREEMENT DATED JULY 20, 2001 AT CHARLOTTETOWN, PRINCE EDWARD ISLAND.

Don J. Gillis

Neil Henry

David C. Seeler

Peggy Leahey

Richard Kurial

FOR THE APPLICANT

FOR THE RESPONDENT

## Schedule "A"

All academic staff engaged in teaching in a university degree credit course and/or engaged in research, and all librarians, employed by University of Prince Edward Island. For greater clarity, academic staff includes term, probationary or tenured faculty, sessional lecturers, and clinical instructors.

Save and except,

- Deans
- Associate or Assistant Deans
- Those above the rank of Dean
- The University Librarian
- Persons acting in any above capacity for more than one month in any twelve month period
- Students, interns, residents, post doctoral fellows, and research associates
- Members of the Board of Governors
- Persons that are on leave, secondment, or exchange from another university or employer for a period of up to two years
- Positions covered by an existing collective agreement
- Persons who are primarily engaged in managerial, administrative, or contract professional functions, including, but not necessarily limited to those listed in Appendix I, and
- Those otherwise excluded by the Labour Act of Prince Edward Island

Note: The statement of scope above shall not prevent persons in excluded positions from contributing in a limited, informal capacity to aspects of a degree course, provided such contributions are incidental to their assigned duties and responsibilities.

FACULTY ASSOCIATION APPLICATION FOR CERTIFICATION
BARGAINING UNIT, APPENDIX 1

Title - Description

Director, Centre for Conflict Resolution
Director, Development, Alumni Affairs and Public Relations
Director, Advancement Services
Accounting Manager
Manager, Marketing and Communications
Manager, Development & Gift Planning
Manager, Animal Resources
Manager, Aquatic Animal Resources
Director, Veterinary Teaching Hospital
Director, Institute of Island Studies
Director, Lucy Maud Montgomery Institute
Director, Human Resources
Manager Diagnostic Svs
Manager, Bookstore
Project Manager,APHIN
Director, Centre for International Education
Registrar
Comptroller
Director, Athletics
Director, Physical Plant and Security Services
Director, Computer Services
Director, Extension and Summer Sessions
Assistant Director, Extension and Summer Sessions
Manager, Food Residence and Conference Services
External Relations Officer
Media & Communications Officer
Contract Fish Pathologist
Coordinator of Operations for the Sports Centre
Contract Clinical Scientist
Laboratory Manager, AVC Lobster Science Centre
Internat'l Student Advisor
Finance Officer
Budget&Staffing Officer, AVC
Coordinator, Management Development Program for Women
Pharmacist
Operations Manager, Veterinary Teaching Hospital
Employment Officer
Benefits Officer
Assistant Manager, Physical Plan
Assistant to the President
Purchasing Officer
Liaison Officer, Domestic Recruitment
International Recruiting and Marketing Officer
Project Officer, Food, Residence and Conference Services
Coordinator - Internship Program
Assistant Manager, Security Services
Career Development Specialist
Counsellor
Writing Centre Facilitator
Industrial Techical Advisor (NRC)
Coordinator of Practice Teaching (Faculty of Education)
Contract Staff Veterinarian
Contract Pathologist
Coordinator, Animal Welfare Unit
Contract Staff Veterinarian
Dietetic Internship Coordinator
Anaesthetist
Manager, Radioisotope Lab./Univ. Radiation Safety Officer

FACULTY ASSOCIATION APPLICATION FOR CERTIFICATION
BARGAINING UNIT, APPENDIX 1

Title - Description

Contract Virologist
Wildlife Pathologist
Coordinator, Women's Centre

## SCHEDULE III – AMENDED CERTIFICATION ORDER (File No. 10-018)

SCHEDULE III

Serial No. 09-01

File No. 10-018

Decision No.

# AMENDED CERTIFICATION ORDER

**IN THE MATTER OF THE APPLICATION FOR CERTIFICATION**

**BETWEEN:**

**UNIVERSITY OF PRINCE EDWARD ISLAND FACULTY ASSOCIATION**

**APPLICANT**

**AND:**

**BOARD OF GOVERNORS OF THE UNIVERSITY OF PRINCE EDWARD ISLAND**

**RESPONDENT**

WHEREAS an application for Certification as bargaining agent of a unit of employees of the University of Prince Edward Island has been received by the Prince Edward Island Labour Relations Board under the *Prince Edward Island Labour Act*;

AND WHEREAS, following investigation and consideration of the Application for and of the submissions of the parties concerned, the Board has found the Applicant to be a trade union within the meaning of the *Prince Edward Island Labour Act* and has determined the unit described hereunder to be appropriate for collective bargaining and has satisfied itself that a majority of employees wished the applicant trade union to be certified as bargaining agent on their behalf;

NOW THEREFORE, it is hereby ordered by the Prince Edward Island Labour Relations Board that the University of Prince Edward Island Faculty Association, be, and it is hereby certified to be the bargaining agent for SEE ATTACHED SCHEDULE "A" employed by the Board of Governors of the University of Prince Edward Island in Province of Province of Prince Edward Island.

ISSUED at Charlottetown, this 13th day of December, 2010, by the Prince Edward Island Labour Relations Board and issued under the hand of its Chief Executive Officer.

Shawn M. Shea
Chief Executive Officer

**PANEL:**
Nancy Birt, Chair
Fraser MacDougall, Member
Michael Lund, Member

Appendix # 2

Schedule "A" (with proposed amendment in bold)

All academic staff engaged in teaching in a university degree credit course and/or engaged in research, and all librarians, employed by University of Prince Edward Island. For greater clarity, academic staff includes term, probationary or tenured faculty, sessional lecturers, and clinical instructors.

Save and except,

- Deans
- Associate or Assistant Deans
- Those above the rank of Dean
- The University Librarian
- Persons acting in any above capacity for more than one month in any twelve month period
- Students, interns, residents, post doctoral fellows, and research associates, **but notwithstanding the foregoing, these persons may teach as members of the bargaining unit pursuant to sessional instructor or term contracts**
- Members of the Board of Governors
- Persons that are on leave, secondment, or exchange from another university or employer for a period of up to two years
- Positions covered by an existing collective agreement
- Persons who are primarily engaged in managerial, administrative, or contract professional functions, including, but not necessarily limited to those listed in Appendix I, and
- Those otherwise excluded by the Labour Act of Prince Edward Island

Note: The statement of scope above shall not prevent persons in excluded positions from contributing in a limited, informal capacity to aspects of a degree course, provided such contributions are incidental to their assigned duties and responsibilities.

RECEIVED
NOV 16 2010
LABOUR RELATIONS BOARD

**MEMORANDUM OF UNDERSTANDING re: Faculty of Veterinary Medicine Taskforce on Workload**

**Memorandum of Understanding**

**Between**

**The University of Prince Edward Island Board of Governors**
**(the Employer)**

**And**

**The University of Prince Edward Island Faculty Association**
**(the Association)**

**Faculty of Veterinary Medicine Taskforce on Workload**

**The Parties agree that inequities exist in the Faculty of Veterinary Medicine with respect to clinical teaching/service responsibility.**

**The Parties further agree that specific collective agreement provisions (H1.13) apply to Faculty Members in the Faculty of Veterinary Medicine who are not covered by the Teaching Workload Calculation in H1.4.1.**

**To address these inequities, the Parties agree to establish a Taskforce on Workload within 90 days of signing this Agreement. The Taskforce will be chaired by an external facilitator with experience in chairing similar taskforces. The Parties will choose the Chair by agreement. In the event there is no agreement on the Chair, one shall be chosen from the agreed list of arbitrators in Section F2. The Taskforce will include 3 members appointed by the Association and 3 members appointed by the University in addition to the Chair. The Employer will pay for the costs of the facilitator.**

**The Taskforce will examine the clinical teaching/service workload in the Faculty of Veterinary Medicine, including release for Department Chairs, and recommend changes to address the inequities. They will also consider the impact of workload distribution on tenure and promotion. The Taskforce will complete their work and provide recommendations to the Parties for consideration by January 1, 2025.**

**The following interim measures will be put in place by the Employer beginning July 1, 2023, and apply for the life of the Agreement.**

1) **Commit to fund and make best efforts to hire term faculty and locums.**
2) **Include Service Chiefs in bi-weekly meetings to adjust schedules to regular, urgent care only, emergency only, and in extreme shortage situations service shutdown. For the purposes of this Agreement, Service Chiefs are Faculty Association Members who are elected by Faculty Association Members in their respective services.**
3) **Commit to tenured and tenure-track Faculty Members to have no more than 22 weeks of assigned clinical service/teaching.**

4) **Commit to tenured and tenure-track Faculty Members to have no more than 26 credit hours of assigned teaching per academic year.**
5) **Provide compensation for any tenured or tenure track Faculty Member who works more than 22 weeks of clinical service/teaching.**
6) **Commit to term contract Faculty Members to have no more than 28 weeks of assigned clinical service/teaching.**
7) **Commit to term contract Faculty Members to have no more than 32 credit hours of assigned teaching per academic year.**
8) **Provide compensation for any term contract Faculty Member who works more than 28 weeks of clinical service/teaching.**

**Date: 25 April 2023**

**For the Association**

**For the Employer**

**MEMORANDUM OF UNDERSTANDING re: Use of Equity Champions in Various Processes**

**Memorandum of Understanding**

**Between**

**The University of Prince Edward Island**

**(the Employer)**

**And**

**The University of Prince Edward Island Faculty Association**

**(the Association)**

**Use of Equity Champions in Various Processes**

**Whereas the Parties acknowledge that recruiting and retaining diverse Faculty and Librarians is part of our mutual commitment to an inclusive campus culture recognizing principles of equity, diversity and inclusion.**

**And Whereas the Parties further acknowledge that Equity Champions may identify and assist in removing barriers, encouraging participation, and working toward this goal.**

**The Parties hereby agree that the Joint Equity Committee (JEC) will consider and shall report to the Parties their recommendations regarding the use of Equity Champions in the hiring, tenure/permanency, and promotion processes.**

**This work will be completed 12 months from the date of signing and in the event that the Parties agree, these recommendations shall form the basis of a Memorandum of Understanding to implement them in the Collective Agreement.**

**Date: 25 April 2023**

**For the Association**

**For the Employer**

**MEMORANDUM OF UNDERSTANDING re: Teaching Stream**

**Memorandum of Understanding**

**Between**

**The University of Prince Edward Island Board of Governors**

**(the Employer)**

**And**

**The University of Prince Edward Island Faculty Association**

**(the Association)**

**To Explore the Development of a Continuing Teaching Stream**

**The parties agree that within 60 days of signing this Agreement, a committee of six (6) members – 3 appointed by the Association and 3 by the Employer – be struck to explore the option of a continuing teaching stream. Each party will appoint a Co-chair from its committee members.**

**The Committee will develop recommendations regarding qualifications, duties, workload, evaluation, and career progression for this new position. The Committee will further consider how current sessional and term faculty could be given priority consideration for a continuing teaching stream.**

**The Committee with submit its recommendations to the Association and Employer within 18 months of its appointment.**

**Date: 25 April 2023**

**For the Association**

**For the Employer**

## MEMORANDUM OF UNDERSTANDING re: CNI Workload

**Memorandum of Understanding**

**Between**

**The University of Prince Edward Island Board of Governors**

**(The Employer)**

**And**

**The University of Prince Edward Island Faculty Association**

**(the Association)**

**Faculty of Nursing Clinical Nursing Instructor (CNI) Workload**

**The parties agree that within 60 days of signing this Agreement, a Joint Committee of six members – 3 appointed by the association and 3 by the Employer – will be struck to review the CNI workload assignment including managing learning contracts. Each party will appoint a Co-chair from its committee members.**

**The Committee will submit its recommendations to the Association and the Employer by December 1, 2023.**

**Date: 25 April 2023**

**For the Association**

**For the Employer**

# APPENDIX 22

## Guide for Students in Distress

A FACULTY AND STAFF GUIDE TO

# HELPING STUDENTS IN DISTRESS



UNIVERSITY of Prince Edward ISLAND

PUBLISHED BY THE
COUNSELLORS AT THE
DEPARTMENT OF STUDENT AFFAIRS

*people · excellence · impact*

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## INTRODUCTION

Many students encounter difficulties or trouble in their personal, social, academic, career, or emotional lives. Often these students come to Counselling Services on their own. Sometimes, however, they are referred by others at the University who become aware of their distress and hope that counselling might be helpful. In fact, faculty and staff who have frequent contact with students are in an excellent position to identify troubled students and assist them in getting the help they need.

This booklet is intended to give faculty and staff guidelines about referring students to Counselling Services. It will provide information about our services and how to access them in order to assist our students with educational, social, career, or personal concerns.

### COUNSELLING SERVICES

**Personal Counsellors**

Heidi MacDonald » 566-0738 » hemacdonald@upei.ca

James Reddin » 566-6067 » jareddin@upei.ca

**Career Counsellor**

Kylah Hennessey » 566-0738 » khennessey@upei.ca

**Front Desk**

566-0488

**Health Services**

566-0616

## OVERVIEW OF COUNSELLING SERVICES

Counselling is available for supportive or problem-solving assistance related to academic, career, emotional, personal, or social concerns. Counsellors, Heidi MacDonald, James Reddin, and Kylah Hennessey will help explore these issues, identify problems and solutions, and assist students to work toward achieving the goals they have set for themselves. To do this, the following free, confidential services are provided:

### PERSONAL COUNSELLING

Counsellors are available to provide supportive and problem-solving assistance for emotional difficulties, interpersonal problems, or stressful life situations. Some students find that an initial meeting or two is all they need to explore and clarify their feelings and options.

### ACADEMIC ADVISING

Advisors are available to help students with course and major selection as well as discussing long-term academic plans. Advising services are focused on first and second year students while upper year students are encouraged to work with faculty advisors as they specialize in a particular area for their major. That being said, we are still available to upper year students who feel they need a perspective outside of their current major.

### CAREER COUNSELLING

Career planning and counselling are available. Testing and assessment of interests, abilities, and personality are available as well. Many students have questions or confusion about this issue and find that one or two meetings will help them find their path.

### CONSULTATION AND REFERRALS

In addition to providing direct services to students, counsellors are available to consult with faculty and staff about concerns that pertain to the welfare of students. Faculty and staff are invited to call a counsellor for consultation. If one is not available, you can leave a message on the voice mail system or send an email. Our counsellors strive to return all calls in a timely manner. Counsellors can also provide referrals to outside services and community groups to help students.

**OUTREACH PROGRAMMING**

Counsellors may be available to provide activities or educational workshops for various groups (e.g., student organizations, residence communities, classes, faculty and staff, etc.) on a variety of topics (e.g., career, stress management, anxiety, emotional health, relationships, etc.). Please contact the counsellor if you are thinking about offering such a program to discuss times and dates that will work. At the time of contact, please provide the following information: a description of what is to be presented, possible dates and times, intended audience and estimated number.

## COMMON CAUSES OF EMOTIONAL DISTRESS

- Relationship break-up
- Family conflict
- Loss of a loved one
- Divorce
- Feeling lonely
- Academic pressure or failure
- Serious illness or injury of self or others
- Difficulty adjusting to university
- Homesickness
- Not fitting in with peers
- Coming out issues
- Unplanned pregnancy
- Religious conflicts
- Sexual or physical abuse or assault
- Identity confusion
- Depression
- Drug/alcohol abuse
- Career indecision
- Loss of goal or dream
- Occupational setback
- Body image issues

## THE STUDENT LIFE CYCLE

In addition to the cycle of developmental progress students typically undergo over the course of their post-secondary studies, staff in a student service capacity throughout the region have found that there is a cycle over the course of the academic year in terms of what concerns, issues, and stresses typically emerge at various times of the year.

**SEPTEMBER**
Excitement & new freedoms » Homesickness » Anxiety about roommates, classes and professors

**OCTOBER**
Personal conflicts » Do I belong » First mid-terms » Change becomes real

**NOVEMBER**
Academic realities settle in » Cold & flu Season » Procrastination » Exam anxiety

**DECEMBER**
Self & Home have changed » Exam crises » Christmas break challenges relationships (new and old)

**JANUARY**
Fresh start optimism/resolve » Consequences of first term » Return to school from home

**FEBRUARY**
Cabin fever/SAD » Potential for increased substance use » Valentine's Day » Spring Break realities

**MARCH**
Anxiety about next year's plans » Mid-terms » Summer employment » Anxiety about the changes the year brought on (physical and emotional)

**APRIL**
Re-visiting decisions on major » Summer plans » Relationship disruptions » Final exam anxiety/crises

## SIGNS OF STUDENT DISTRESS WHICH REQUIRE IMMEDIATE REFERRAL OR ATTENTION

- Expressions of suicidal thoughts or intent
- Expression of violence towards others
- Severe loss of emotional control
- Bizarre behaviour or gross impairment in thinking ability

### FOR EMERGENCY ASSISTANCE

**Monday – Friday 8:30-4:30** » Call Student Services at 566-0488

*When calling Student Services for a response to a crisis, please inform the staff person who answers that this is a crisis call and tell them, briefly and without specific details, the nature of the crisis you are facing (i.e., "I have a student in my office who needs to be seen immediately" versus "I have a student in crisis and I need a counsellor to call me back as soon as they are free"). Front-line staff face a difficult decision about whether to interrupt a current session (which may also be critical) and the information you can give them can help them make that decision.*

**Evenings or Weekends** » Call Campus Security at 566-0384

**If danger to self or others appears imminent** » Call 911

## COMMON WARNING SIGNS OF STUDENTS' DISTRESS

### ACADEMIC SIGNS

- Career and course indecision
- Excessive procrastination
- Uncharacteristically poor preparation or performance
- Repeated requests for extensions or special considerations
- Disruptive classroom behaviour
- Excessive absence/tardiness
- Avoiding or dominating discussions
- References to suicide or homicide in verbal statements or writing
- Uncharacteristic lack of participation

**INTERPERSONAL SIGNS**

- Asking instructor for help with personal problems
- Dependency on advisor or avoidance of advisor
- Disruptive behaviour
- Inability to get along with others
- Complaints from other students
- Withdrawal from others

**BEHAVIOURAL SIGNS**

- Change in personal hygiene
- Dramatic weight gain or loss
- Frequently falling asleep in class
- Irritability
- Unruly behaviour
- Impaired speech
- Disjointed thoughts
- Tearfulness
- Intense emotion
- Inappropriate responses
- Difficulty concentrating
- Physically harming self

Unsure if some "signs" indicate student distress in a particular situation? Trust your instincts and consult a colleague or counselling services staff.

## RESPONDING TO THE STUDENT IN NEED: HOW CAN YOU HELP?

If you have noticed warning signs, you are faced with the decision of whether to intervene. Your interest in your student's well-being can make an important difference to a person in distress. If you decide to intervene, here are some suggestions that will help you to be a good listener and to increase a student's willingness to accept a referral to Counselling Services or other resources:

- Talk to the student privately to help minimize embarrassment and defensiveness.
- Listen carefully to the student, and respond to both the content and the emotions of the situation. For example, "Sounds as if you are disappointed because the test did not go as you expected." OR "You feel sad because you didn't get accepted to the program in which you are really interested."
- Discuss your observations and perceptions of the situation directly and honestly with the student. For example, "I notice you haven't attended class lately and that is uncharacteristic of you."
- Express your concern in a non-judgmental way.
- Respect the student's value system, even if you don't agree with it.
- Help the student identify the options for action and explore possible consequences.
- Be frank with the student about the limits of your ability to help them.
- If the student appears to be in imminent danger of hurting his/herself or others, consult Student Services (during office hours) 566-0488 or campus security (after hours) 566-0384. If the student discusses thoughts of harm to self or others call Counselling Services. Do not promise to keep threats to self or others a secret.
- Discuss campus resources. If the student is interested, make a referral to Counselling Services.

### KNOW YOUR LIMITS

While sometimes difficult to do, it is important that you realize the limits of your own responsibility when assisting distressed students. If you are involved in an intervention with a student:

- It does not mean you must (or can) resolve the student's difficulties
- You are not responsible for the student's emotional well-being.

## HOW TO MAKE A REFERRAL

Presenting yourself as knowledgeable about campus services can ease a student's discomfort about seeking help. Here are some suggestions for emergency and non-emergency situations.

### EMERGENCY REFERRALS

Emergencies are those situations that require immediate attention (e.g., situations in which a student is highly agitated, cases in which there is an immediate danger of harm to oneself or others, instances in which a student's ability to function is substantially impaired and normal coping skills are not working).

- If the emergency occurs during office hours, call 566-0488 and ask to speak to a counsellor. If the counsellor is unavailable, explain to the person answering whether the nature of the emergency is such that you need the counsellor to stop what they are doing (likely an appointment with another student) to speak with you immediately, or whether you can wait for the end of the current appointment for a return call.
- Provide the counsellor with a description of the situation which has led to your concern.
- The counsellor will gladly consult with you about how to make a referral and discuss whether immediate intervention is necessary.
- Whenever possible, inform the student in crisis that you are sharing information with the counsellor.
- If emergency situations should arise outside of Counselling Services office hours, students may be referred to the Queen Elizabeth Hospital Emergency Room – please note that the QEH will NOT provide over-the-phone advice.
- If the student or another person is in immediate danger, call 911 or campus security at 648-5675.

**NON-EMERGENCY REFERRALS**

- Invite the students to call Counselling Services to schedule an initial appointment. Let the student know that, except in emergency situations, it may take a week to be seen.
- Offer to let the student call from your office if you believe he/she needs the extra support and encouragement (as long as you are comfortable with this).
- Consult with the counsellor when you think the student's circumstances may require an immediate appointment. He or she will assist you in determining whether emergency intervention is warranted and talk with you about the specific arrangements that need to be made.
- Assure the student that our counsellors are competent, well-trained, and professionally certified individuals.
- Discuss Counselling Services' confidentiality of services that are outlined on our webpage.
- Provide information on other appropriate campus resources
  (Student Health Centre – 566-0616; Financial Aid – 628-4382;
  Career Counsellor – 566-0738; Pathways to Academic Success – 894-2835;
  Writing Centre – 628-4320; Accessibility Services – 628-4364).

## WHAT ABOUT STUDENTS WHO ARE RELUCTANT TO GO TO COUNSELLING?

If it seems clear that a student needs or could benefit from counselling, but is reluctant to go, you might mention any of the following that seem appropriate for that student:

- The student can try one session to see if this is potentially helpful.
- The visit will be kept strictly confidential.
- All the student has to do to get an appointment is go to the counsellor's office, email, or telephone.
- It's free.
- Students with very troubling concerns often get help at Counselling Services.
- A person doesn't have to be having a crisis to go see a counsellor.
- The student can call and speak to the counsellor or visit the webpage to learn more.
- The counsellor will make referrals to agencies in the community if the student prefers to go elsewhere for therapy.

## ACCEPTING THE STUDENT'S RIGHT TO SAY NO

Except in certain life-threatening situations (suicidal intent, violence towards others), the choice of whether to seek professional help at Counselling Services is completely up to that individual. If a distressed student remains adamant about not seeking counselling, you need to accept the student's decision.

If you are quite concerned about such a student, consult with Counselling Services. Perhaps the counsellor could suggest alternative ways of approaching the student, to help you more effectively intervene on the student's behalf, or confirm that you have done all that you could do.

## FOLLOWING UP: WHAT CAN YOU EXPECT?

Once you have connected the student with Counselling Services, you might be curious about how counselling and the student's concerns are going. You can follow-up with the student by asking how he/she is doing – this communicates your ongoing concern/care for the student and lets him/her know that you also continue to be a resource to him/her, if that is a role you are comfortable fulfilling. Keep in mind that change is a process and usually it is a slow and variable one. Therefore, it may be useful for you to share this with the student and to keep this in mind yourself as you look for the student's improvement. You cannot follow-up with the counsellor to see how the student is doing, however, because the counsellor is bound by the principles of confidentiality as defined by the profession. These are listed on the next page.

## PROTECTING THE STUDENT'S CONFIDENTIALITY

This means:

- We cannot give information about the student without permission from the student.
- We cannot say whether the student has come for an appointment.
- We cannot discuss any specifics of the situation.
- We can answer your general questions about making referrals to Counselling Services.

- We can offer you information about psychological concerns and problems in general.
- We can provide other referral ideas.
- We can take information from you regarding specific behaviours of the student, though whenever possible we ask that you inform the student that you are sharing information with us. Also, because a trusting relationship is a key to working with our clients, it is important that we be able to share with students where our information is coming from.
- We will thank you for your concern and interest.

## THE MATTER OF ACCOMMODATIONS

Typically, students with disabilities (whether they be physical, learning, sensory, or psychiatric disabilities) will have worked, or need to work, with the UPEI Accessibility Services to coordinate communication of their diagnosis, their accommodation needs and have negotiated the necessary accommodations at or near the start of the term. Students in crisis and students with emerging mental health concerns are, in some ways, atypical in this regard as mental health concerns are often (usually, even) episodic and crisis are, by their very nature, unexpected by the person going through the crisis. For this reason, when dealing with a student in distress you or the student may consider the need for some special accommodation.

The process of negotiating accommodation in response to a situation of distress can involve four different roles:

1. THE STUDENT – barring highly unusual circumstances, accommodations should involve the student. There may be times when concerned faculty and staff will make a student aware of this option and maybe even encourage that they pursue it, but ultimately, the student is responsible for her or his education and she or he must be an active player in negotiating how it will be pursued.
2. THE FACULTY MEMBER – At Student Affairs we support that faculty are not only the expert in the subject matter they are teaching, but also in the delivery of instructional materials and in the assessment of the learning process. Consequently, we will provide consultation as support – as well as information on statutory and university policy requirements – but decisions the timing and nature of assessment is left to the professor to negotiate with the student.

3. THE REGISTRAR'S OFFICE – With a responsibility for academic records and the maintaining of academic regulations, the Registrar can be an important ally in determining how the regulatory framework can be used to help the student be fairly assessed while still maintaining all the standards of our academic regulations.
4. EXPERT CONSULTATIONS – Whether these be in-house supports such as the counsellors at Student Affairs, or external sources such as physicians, clergy, officers of the court, etc. – consultations can provide material information about how the student is affected by the distressing situation he or she is are in. Whether you are receiving or seeking out such a consultation, you may want to keep the following in mind:
    i. Professionals outside the university itself may not be familiar with what information you need/want to make your decisions. You may want to speak to the professional directly, or talk to the student, or ask to have a counsellor from Student Affairs act as liaison to improve the type of information you receive.
    ii. Counselling staff at Student Affairs do not provide psychiatric or psychological assessments or diagnoses. However, in working with students we can provide information and support about the impact of the distress the student is going through.
    iii. As a relationally based process, counselling is more effective in the context of an on-going relationship. As such, consultations provided after a student is sent to our office (or comes in on their own) for a single session will be less informative than one in which we have known the student for some time.
    iv. While counselling staff may support a suggested action or maybe offer suggestions if asked, they will refrain from telling other university staff what to do.

## TAKE CARE OF YOURSELF

Responding to distressed students can trigger complex personal thoughts and feelings for faculty and staff. It is important to obtain support for yourself as you engage in work with students in distress. This support might come from colleagues, partners, friends, or through consultation with Counselling Services.

## ACKNOWLEDGEMENTS

This brochure was adapted with permission from the work of Meredith Henry at the University of New Brunswick, St. John campus.

Portions of this brochure have been adapted from Bowling Green State University website:
*http://www.bgsu.edu/offices/sa/counseling/page13260.html*
*http://www.bgsu.edu/offices/sa/counseling/page13309.html*

UNIVERSITY of Prince Edward ISLAND

STUDENT AFFAIRS
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TEL: (902) 894-2886 | FAX: (902) 628-4319 | UPEI.CA/STUDENTLIFE

# APPENDIX 23

## Online Courses Accessibility Checklist

# Accessibility Checklist for Online Learning

According to UPEI's Strategic Plan, the University is dedicated to providing all students with an open, accessible and welcoming community. While online learning creates many opportunities to reduce barriers experienced by students with disabilities, it also creates new challenges for accessibility. Some students may require fewer accommodations in an online learning environment while others students may require more. For example, students with seizure disorders, acquired brain injuries, concussions and migraines may find working on the computer for long periods of time challenging and may require flexible deadlines or due dates. The potential barriers of online learning must be taken into serious consideration when planning and delivering courses online to ensure students with disabilities are provided with equitable access.

| Criteria | Check | Notes |
|---|---|---|
| Ensure to have an Accommodation Statement on your course page or syllabus. | | |
| Familiarize yourself with accessibility options built into online learning platforms like Moodle, Blackboard, and Google Meet. | | |
| Consider removing time barriers for all students by giving everyone extra time to complete a test. Otherwise, familiarize yourself with how to set up time extensions for students who have extra time accommodation by reviewing the following guide Moodle Quiz Accommodations. | | |
| Consider implementing principles of Universal Design, which can reduce or eliminate the need for accommodations by offering multiple means of engagement, representation and expression. | | |
| When providing readings and lecture notes, ensure they are accessible for students using text-to-speech software. | | |
| Ensure your slide shows are accessible for students using text-to-speech software by following guidelines for making slideshows accessible. | | |
| Ensure information about the course and communications about the course are visible in one easy-to-find location. | | |
| Have each speaker state their name before speaking. | | |

| | | |
|---|---|---|
| Provide recordings of lectures and include closed captions or transcripts. | | |
| Ensure students are aware they can still use note-taking accommodations including hiring a note-taker to take notes during online lectures. | | |
| Consider offering virtual office hours. | | |
| Familiarize yourself with popular Assistive Technology. | | |
| Be flexible and understanding of changes to students' learning needs. If you believe a student requires support and is not currently registered with Accessibility Services, please consider completing an Accessibility Referral Form. | | |
| **This checklist has been adapted from the University of Toronto's Accessibility Checklist for Faculty: Planning for Online Courses.* | | |

# APPENDIX 24

## Audio Recording Guidelines for Lectures

# *Audio Recording Guidelines for Lectures*

***Rationale:***

**Duty to Accommodate:**

The University of Prince Edward Island is providing a public service to students, through its offering of educational programming. Pursuant to Section 2(1) of the Prince Edward Island Human Rights Act, we are required to provide access to that service in a non-discriminatory manner. We are specifically required to ensure that students with disabilities have equal access to our programs.

For some students with disabilities, audio-recording of lectures is a useful and necessary accommodation that enables them to gain full advantage of a course or lecture that might not otherwise be accessible to them. Such recording is allowable under existing Canadian copyright legislation due to 'fair dealings and exceptions.' For more information about copyright law, access the link below to the Canadian Intellectual Property Office website:
https://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/home

**Permission to audio-record class:**

- Permission to audio-record classes may be granted through Accessibility Services to students who have submitted appropriate documentation that identifies this accommodation as supportive of their disability.
- The need for accommodation will appear on the Accommodation Letter that all instructors will receive if they have a student with a disability in their classroom and/or lab environment and are using an audio recording device. This agreement will also be attached to all accommodation letters for reference purposes.
- Students for whom this is an approved accommodation will be required to complete the Audio Recorded Lecture Agreement, confirming that the recording will be used exclusively for the purposes of private study. It will be recommended that students speak to the instructor and make them aware that a recording device is going to be used.
- If a student has permission to audio-record a class, the course instructor should inform any lab assistants, teaching assistants or other class/lab assistants that the student has permission to do so.
- At the discretion of the instructor both note-taking and audio-recording may be prohibited during classes or portions of classes which involve personal discussion, self-disclosure, and sensitive personal information.
- Students should be notified that the class will be recorded.

**Classes that involve self-disclosure from students:**

In some cases, instructors may object to the use of an audio-recording device in classes (or portions of classes) that involve personal discussion and self-disclosure by students, fearing that audio recorders will inhibit the free exchange of information and potentially violate students' right to privacy. However, because the use of a recording device is necessary as a substitute for/extra support for the accommodated student, it would be unfair to require the accommodated students to stop recording while allowing other students to continue taking notes. Therefore:

- At the discretion of the instructor both note-taking and audio-recording may be prohibited during classes or portions of classes which involve personal discussion, self-disclosure and sensitive personal information.
- As an alternative in such cases, the accommodated student may be provided with copies of notes made subsequent to such discussions by a designated note taker. Such notes should refer only to principles, theories and techniques demonstrated within the context of those discussions and not to specific content or personal details that may have been shared in such a forum.
- If there are specific circumstances in which it is deemed inappropriate to audio-record a particular class (or portion of a class), students should be made aware of this well in advance.

**Other notes:**

- The duty to ensure that all students have full access to all lecture/tutorials, etc., still remains. ● If a student is able to access written material, options may include the services of a note-taker or the provision of lecture notes by the instructor.
- If it is essential for the student to receive information in an audio format, options may include the provision of the full transcript in electronic format (enabling the student to use text-to-voice software, if applicable) or having lecture notes dictated onto tapes or digital recording devices (ex: Scribe Pen or Dragon Dictate).
- The specific alternative that may be appropriate in an individual case should never be assumed, but should be discussed by the instructor, student and Accessibility Services. All parties should be clear on which provisions are being made well in advance of the class itself.

**Visiting Lecturers:**

Visiting lecturers are considered to be 'agents' of the University. As such:

- They should be notified by the inviting party that a student has been given permission to audio-record classes in order to prevent them from being at a substantial disadvantage for reasons related to a disability or impairment.
- If the visiting lecturer does not grant permission, the responsibility remains with the inviting party to ensure that any existing disadvantage is alleviated. In such circumstances, alternative options, such as those listed above, must be considered.

# Audio Recorded Lecture Agreement

I understand that because of my disability I have the right to produce audio recordings of class lectures for my personal study only.

I understand that the recording is intended for my appropriate use as a student and no other purpose.

I understand that I may not share the audio recording with anyone without the consent of the instructor and/or visiting lecturer.

I understand that information contained in the audio-recorded lecture is protected under federal and international copyright legislation, and may not be published, placed on the internet, or quoted without the instructor/visiting lecturers' explicit consent and without properly identifying and crediting the instructor/visiting lecturer.

I will audio-record lectures using a digital recorder/digital pen for the sole purposes of study and note-taking.

I will stop audio-recording:

- During non-instructional time such as: before class, during breaks, or after class. -
When requested to do by the instructor in advance.

I will dispose of and/or delete all audio/digital recordings of the lectures at the conclusion of the course.

I understand that violating this agreement falls within Academic Regulation 20 - Academic Integrity. As per this regulation, "Academic Dishonesty will not be tolerated" and that "one or more of the following sanctions may be imposed, depending on the seriousness of the offence": i) the instructor, within his/her authority for assignment of course grades, may impose:

a) a reprimand;
b) assignment of a mark of zero or a percentage failure for the piece(s) of work under review;
c) assignment of a failing grade in the course. The instructor will provide the registrar with a percentage grade for posting on the student transcript;
d) suspension of privileges in cases where the offenses have involved misuse and/or abuse of the library, computer or other University resources;"

**Please review the policy in its entirety here:**
**https://calendar.upei.ca/current/chapter/undergraduate-and-professional-programs-academic-regulations**

**I have read and understand this agreement on audio-recording and I agree that I will follow the terms of this agreement.**

# APPENDIX 25

## SOTS template

FEEDBACK

# Student Opinion of Teaching Survey



## University of Prince Edward Island
## Student Opinion of Teaching Survey

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**Information about the Student Opinion of Teaching Survey**

1. The primary purpose of SOTS is to provide formative feedback for UPEI instructors. The objective is to obtain a fair and reasonable assessment of student opinions of a Faculty Member's performance. For sessional instructors, SOTS data may also be used in employment decisions. The survey consists of two sections, one for ratings and another for comments.
2. The Student Opinion of Teaching Survey data including the statistical summary shall be given to the Faculty Member within three weeks after the submission of grades for the course to the Registrar's Office.
3. The statistical results of the Student Opinion of Teaching Survey are shared with the Faculty Member and the Department Chairs and/or Dean.

Please be aware of biases that you may hold and please make best efforts to resist stereotypes about particular identities or groups of people, e.g., race, gender, age, sexual orientation, ethnicity, religion.

Mode: Anonymous

**Course:**

SOTS-2024

**Instructor:** !

## University Wide Questions

**The instructor presented the course in an organized way that promoted my learning.** !

**The course content was communicated in ways that helped me understand the subject matter.** !

**The course assessment and/or feedback provided helpful information about my understanding of the course material.** !

**The instructor's approach to teaching was effective.** !

**The instructor was available to respond to my course-related inquiries.** !

**The instructor promoted a respectful learning environment.** !

**Overall, I am satisfied with my learning experience in this course.** !

## Feedback for Your Instructor

(Please note: comments provided in this section are for your **instructor only**)
Your written comments will be returned to your instructor within three weeks after the submission of the course grades to the Registrar's Office.

**Indicate what you found beneficial regarding the instructor's teaching.**

**Indicate what you think the instructor could have done differently to assist you in your learning.**

**Other Comments.**

! Required

Submit your answers Cancel