ARTICLE 7 OBLIGATIONS

7.1 JOINT OBLIGATIONS OF THE ASSOCIATION AND THE BOARD

A. The Association and the Board acknowledge that the primary aim of the University is the education of students in their academic and professional fields and the generation of new knowledge through scholarship and research.

B. The faculty members and the University through the Senate recognize their mutual responsibility for maintenance of academic excellence and standards within all courses offered for credit by the University. Teaching supervision, staffing and course content shall be the responsibility of the academic Faculty/Division, Department/School, and/or discipline recommending the academic course credit.

C. The Association and the University agree to work together in resolving questions arising out of this Article.

7.2 OBLIGATIONS OF THE BOARD

A. The Board acknowledges the primary responsibility of providing an administrative structure and climate in which effective teaching and Scholarly, Research and Creative activities may take place. The Board further acknowledges the desirability of a suitable physical environment for faculty members.

B. Toward this end, every possible opportunity will be provided for personal academic growth and development. Changes affecting faculty members will be made only after consideration of, and discussion with, those involved, and after adequate notice has been given to them. Every attempt will be made to respect the dignity and integrity of the members of the Faculty and to provide an administrative climate in which members of the Faculty may function as responsible persons.

7.3 OBLIGATIONS OF FACULTY MEMBERS

The following provisions apply to all faculty members:

A. The faculty members acknowledge their professional concern for students.

B. Consistent with Article 11 (Academic Freedom), faculty members shall make every attempt to create an equitable, diverse and inclusive atmosphere of mutual respect in which students may learn. Faculty members shall make every effort to stimulate intellectual curiosity and enthusiasm for learning.

C. Faculty members acknowledge a responsibility to the University and to each other, insofar as this is necessary to serve a diverse student population.

D. Faculty members will make every effort to respect the dignity and integrity of their colleagues and other members of the community and to sustain a climate in which members of the Faculty are able to function as responsible academics.

E. Faculty members agree to display a sense of responsibility for the facilities of the University; to maintain punctually their teaching schedules; to obtain advance approval, except in cases of unforeseen emergencies, for any deviation from their teaching schedules or course of studies; to have each session adequately planned; and to inform the Dean when, during the academic year, they are undertaking any employment outside the University or are engaging in a major course of study.

F. Faculty members are required to adhere to all approved course management policies both of the Senate and of the Department/School. The University will provide each member of the Association with a written copy of relevant policies.

G. Faculty members are required to dispose of any and all confidential material in their possession, including DHC, DEC, FTC, FPC reports and material relating to the evaluation and grading of students, in such a manner as prescribed and provided by the University.

H. Each faculty member agrees to maintain their professional competence in their own discipline and to acquire and maintain reasonable pedagogical competence. Each faculty member further agrees to maintain the capacity and commitments referred to in Article 4, 5 and to fulfill the academic duties as set out, for their Mode, in Article 10.

7.4 OUTSIDE PROFESSIONAL ACTIVITIES

A. A faculty member may engage in outside professional activity or act in a consulting or advisory capacity to public or private clients, recognizing that suitable contact with the public and private sector offers a desirable means whereby they may relate their professional activities and teaching to current practice, trends and developments, subject to the following:

1. Such professional activity shall not conflict or interfere with the fulfilment of their duties and responsibilities to the University as provided in this agreement;

2. Such professional activities shall not reflect adversely on, or be to the detriment of the University;

3. A faculty member must disclose and seek approval from the Dean to undertake outside professional activity when such activity has the potential of not complying with clauses 1 and 2 above. The disclosure shall be in writing and shall include:

a) a full description of the work or activity;

b) an estimate of the time required or the time period to perform the work (number of hours per week over a period of time, number of weeks, the term or terms when the majority of the activity is scheduled to take place.);

c) the extent of the use, if any, of University facilities, supplies, support staff or students;

d) any other external activities that have already been approved in that year or that are continuing from an earlier year; and

e) the impact of the activity will have on teaching, research, and service responsibilities.

The following factors shall serve as guidelines to determine whether the outside professional activity requires prior disclosures to, and approval by the Dean:

a) The activity is one that conflicts with the faculty member's teaching activities, e.g. necessitates a rescheduling of teaching sessions, or that reduces student access to the faculty member, etc.;

b) The activity is one that results in the faculty member having less time to devote to their SRC duties and conflicts with their obligations set out in Article 7 (Obligations) and Article 10 (Workload); or

c) The activity is one that reduces the faculty member's ability to meet their service duties and conflicts with their obligations set out in Article 7 (Obligations) and Article 10 (Workload).

The Dean shall review and consider the request for approval in light of 1. 2. and 3 above. The Dean's decision shall be communicated to the faculty member within ten (10) working days from the receipt of the member's written disclosure.

4. The University shall be reimbursed, at a reasonable rate set by the University, for supplies, equipment, facilities and the space used in connection with the outside professional activity, it being understood that University activities shall have priority in the use thereof; and

5. The name of the University or the University letterhead shall not be used in correspondence between a faculty member and their client, or in any report they may submit, and the name of the University shall not appear

in any publicity or commercial presentation of the results of the consulting work nor shall the faculty member represent themselves as an agent of the University.