

CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

Conflict of Interest

1. In this Article, relationship means any relationship of the Member to persons of his or her immediate family, whether related by blood, adoption, marriage or common-law relationship, and any relationship of an intimate and/or financial and/or commercial nature during the preceding three years, any student-supervisor relationship, or any other past or present relationship which may give rise to a reasonable apprehension of bias.
2. An actual or apparent conflict of interest arises where a Member's financial or other personal interest, whether direct or indirect, or that of any person with whom the Member has or has had a relationship, conflicts or appears to conflict with the Member's responsibility to the University, as defined in the Article *Academic Responsibilities of Members*.
 - 2.1 Members who have authority over or the ability to confer or refuse benefits of an academic or financial nature and who are involved or become involved in a relationship with a student or employee could be in a situation where the ability of the student or employee to consent is compromised and thus such relationship should be embarked on with caution.
 - 2.2 An actual conflict of interest arises when a Member is involved in a sexual or otherwise intimate relationship, or other close personal relationship, with a student with respect to whom the Member is in a supervisory or evaluative role.
 - 2.2.1 An apparent or potential conflict of interest arises when a Member is involved in a sexual or otherwise intimate relationship, or other close personal relationship, with a student who is enrolled in a course or program offered by a Faculty in which the Member has Academic Responsibilities as defined in the Article *Academic Responsibilities of Members*, or in any graduate program in which the Member has Academic Responsibilities as defined in the Article *Academic Responsibilities of Members*.
 - ~~2.2.2.2~~ Notwithstanding the provisions of Clauses 3 through 4.2 of this Article, where a Member and a student are in a sexual or otherwise intimate relationship, or other close personal relationship, such that there is an actual or apparent conflict of interest, or a potential conflict of interest, or inappropriate bias, the Member must declare the existence of the actual, apparent or potential conflict pursuant to Clause 3 and decline or terminate a supervisory or evaluative role with respect to the student in question, and, when necessary, make appropriate alternative arrangements for the supervision and/or evaluation of the student's work.
 - 2.3 Notwithstanding the provisions of Clauses 3 through 4.2 of this Article, no Member shall enter into any research program involving human subjects where there exists

an actual, potential or perceived conflict of interest.

3. The existence of an actual or apparent conflict of interest does not necessarily preclude involvement in the matter which has given rise to the actual or apparent conflict; however, the Member shall disclose, in writing, such conflict to the Dean as soon as possible after becoming aware of it.
 - 3.1 Actual or apparent conflict of interest that is of sufficient seriousness to compromise the integrity of a decision-making process may also be asserted by any other person with knowledge of the matter. Such assertions shall be communicated, in writing, to the Dean by the party concerned as soon as possible after that party becomes aware of the actual or apparent conflict of interest, and no later than the point at which the decision is made.
4. Following receipt of the notice of conflict provided for under Clause 3, or following receipt of an assertion of conflict under Clause 3.1, the Dean shall determine in a timely fashion whether an actual or apparent conflict exists and, if so, decide whether the Member may continue involvement in the matter giving rise to the conflict, subject, where appropriate, to Clause 4.1 below and, in any case, after consultation with the Member.
 - 4.1 Where a conflict of interest has been asserted by a third party, the Dean shall immediately inform the Member concerned of the assertion, in writing, and give the Member an opportunity to respond before making a decision in the matter.
 - 4.2 Following the determination in Clause 4, the Dean shall immediately communicate his or her decision in the matter, in writing, giving reasons, to the Member and, where appropriate, to any third parties under Clause 3.1
5. No Member shall knowingly participate in any academic or administrative decision, including decisions regarding commercial contracts or transactions, that benefits the Member, affects or benefits a person from whom the Member stands to derive a financial benefit, or affects or benefits a person with whom the Member has or has had a relationship, as defined in Clause 1, except in accord with the provisions of Clauses 4 through 4.2.
6. If either the Dean or the Member determines that a conflict exists of sufficient seriousness to compromise the integrity of the decision-making process, the Dean or the Member shall declare the nature and extent of the interest as soon as possible and no later than the meeting(s) at which the matter is to be considered and the Member shall:
 - a) withdraw from the meeting where the matter is being discussed;
 - b) refrain from taking part in any other discussion of the matter; and

- c) refrain from voting on the matter.
7. Notwithstanding Clauses 2 through 6 and unless, after full disclosure of the conflict of interest, the Member is specifically authorized by the Provost or designate to do so, the Member shall not:
- a) knowingly authorize the purchase of equipment, supplies, services or real property using University funds or funds administered by the Employer, from a source in which the Member, or any person with whom the Member has or has had a relationship, has a material financial interest; or
 - b) engage any individual in any capacity paid for by University funds or by funds administered by the Employer, where the Member has or has had a relationship with the individual.

Conflict of Commitment

8. Notwithstanding any requirements of confidentiality imposed by this Collective Agreement or to which a Member has agreed, should a Member be concerned that any provisions of this Collective Agreement, or relevant legislation, regulations or policy are not being observed, then that Member may contact the Association's Grievance Officer and/or the Member's Dean in confidence regarding such concerns.
- 8.1 Any positive obligation on the Association's Grievance Officer or the member's Dean to report the concern may override the confidentiality provisions of Clause 8.
9. The nature of the professional competence of many Members affords opportunities for the exercise of that competence outside the Member's Academic Responsibilities, on both remunerative and non-remunerative bases. Recognizing that such professional activities can bring benefits to and enhance the reputation of the University and of Members, the Employer agrees that Members may engage in part-time professional activities, paid or unpaid, provided that such activities do not conflict or interfere with the Member's responsibilities to the Employer as defined in the Article *Academic Responsibilities of Members*, subject also to the following conditions:
- a) when a Member's outside activities involve the use of the Employer's facilities, supplies and services, their use shall be subject to the prior approval of the Employer. Costs for such facilities, supplies or services shall be borne by the Member at prevailing rates set by the Employer, unless the Employer agrees, in writing, to waive all or part of such costs;

- b) the Employer's approval of the use of the Employer's facilities shall not signify that such activities count as part of the Member's fulfilment of Academic Responsibilities.

10 (NEW) Recognizing that professional activities can benefit and enhance the research experience of students, Members may employ students ~~with whom they are in an~~ whom they teach, advise or supervise, or in the evaluation of whose academic work they have responsibilities, ~~supervisory relationship~~ for outside part-time, paid professional activities, provided that such activities do not ~~interfere with the student's Academic activity or~~ adversely affect their students' progress, and subject to the following conditions:

- a) ~~Where a Member engages in outside professional activities and employs a students in those outside activities, t~~The Member shall provide the employment shall be subject to approval of the Employer. Such approval is conditional upon the Members submitting to the Dean or designate information about a copy of the student's letter of employment which shall include but is not limited to start date and end date of employment, place of employment, hours of work, rate of pay, and type of work to be performed.
- b) ~~Members employing students in outside activities~~The Member is are responsible for complying with all relevant employment-related legislation including but not limited to the *Employment Standards Act*, *Occupational Health and Safety Act* and its regulations, and the *Ontario Human Rights Code*. Upon receipt of the information in (a) from the Member, ~~T~~the Employer shall ~~inform~~ remind the Member in writing of their legal responsibilities, with a copy to the Association.

40.11 Clauses ~~44~~12 through ~~176~~ below apply only to Full-Time Members.

~~44~~.12 If a Member plans to undertake a major external activity which has the potential to interfere with the Member's Academic Responsibilities, the Member must disclose the plans and seek approval to undertake the activity in accordance with the steps set out below. The disclosure shall be in writing to the Dean and shall include:

- a) a description of the nature of the work;
- b) an estimate of the time required to perform the work;
- c) an estimate of the extent, if any, of the use of University facilities, supplies, support staff or students;
- d) a list of any other external activities that have already been approved in that year or which are continuing from an earlier year;

- e) an estimate of the impact the activity will have on Teaching, Research, and Service responsibilities; and
- f) such other information as may be reasonably required by the Dean to make an informed determination on the matter.

~~42~~13. The Dean shall evaluate the request to determine the extent to which the activity will enhance or detract from the fulfilment of the Academic Responsibilities of the Member.

~~43~~14. The Dean shall consider the request as soon as possible and shall render a decision in writing within ten days. If approval is denied, or offered only on conditions, the Member shall be provided with reasons in writing for the decision.

~~44~~15 If the planned activity would detract from the fulfilment of the Member's Academic Responsibilities, the Dean may require, as a condition of granting approval, that the Member agree to a period of Reduced Workload or Leave of Absence without pay.

~~45~~16 A Paid Professional Activity is an activity funded by sources other than the University which arises from the Member's academic position and expertise and which confers a financial benefit.

~~45-4~~16.1 Each Member who engages in significant Paid Professional Activities outside the Member's Academic Responsibilities in the previous Academic Year shall submit a Paid Activities Report as part of the Member's Annual Report covering the period in question. The Paid Activities Report shall include:

- a) the total time involved in each Paid Professional Activity and a brief description of the activities involved; and
- b) any significant use of University resources in any Paid Professional Activity.

~~46~~17 All information or reports disclosed in accord with this Article shall be confidential.