

Academic Freedom Clauses in the Collective Agreements of Canadian Universities

Robert G. Thomas, MA, MLIS.
University of Regina
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Introduction

Academic freedom is an essential part of ensuring the liberty of scholars to publish, research and teach without fear of repercussions to their job or livelihood because of their straying from the orthodoxies of the present moment. Developing in Europe in the nineteenth century, Academic Freedom only became a serious concern among Canadian academics from the 1950s onwards with the infamous Harry Crowe case at United College in Winnipeg. The Crowe case like many others point to the varied circumstances that lead to censure of academics. Politically incorrect speech, seemingly partisan research, heterodox opinions on morals or policy, and the simple caprice of administrators could in the past lead to a faculty member's reprimand or dismissal. Academic Freedom provisions protect faculty members from the fall out of pushing the boundaries of academic enquiry.

With increased unionization of Canadian faculties this principle has become entrenched in the collective agreements of most universities across the country. Despite this there is a large variety of collective agreement language on this topic. Below you will find the collective agreement language of over 30 institutions of higher learning in French and English Canada. It is our hope that this document will help inform those of us involved in the collective bargaining process how to create best practices in this regard.

Sincerely,

Robert G. Thomas

University of Regina.

A note about the French text: I have included the French language text from the Université de Montreal, Université Laval and the Université du Québec à Montréal (UQAM). After this French text you will find a translation of the text in English. This is an unofficial translation that I have made for the convenience of this publication's readers. As such it is not the legally binding language of an agreement and any criticism of the language should be based solely on the French version.



Institution: Acadia University, Wolfville, NS.
Faculty Association: Acadia University Faculty Association
Agreement Duration: 2010-2014
Website: <http://www.acadiafaculty.ca/>

Article 5.00 Academic Freedom

5.10 The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research.

5.20 Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes intellectual discourse, critique, and commitment possible.

5.30 Employees are entitled, regardless of prescribed doctrine, to:

- (a) freedom in carrying out research, and in publishing the results thereof;
- (b) freedom of teaching and of discussion;
- (c) freedom in producing and performing creative works;
- (d) freedom to critically evaluate societal institutions;
- (e) freedom to engage in service to the institution and the community;
- (f) freedom to acquire, preserve, and provide access to documentary material in all formats;
- (g) freedom to participate in professional and representative academic bodies;
- (h) freedom from institutional censorship.

5.40 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising such freedom, Employees have a responsibility to respect the academic freedom and rights of other members of the University community.

5.50 The Parties agree that they shall not infringe or abridge in any way the academic freedom of Employees.

5.60 The Parties shall scrupulously adhere to and protect these principles against threats from inside and outside the University.



Institution: University of Alberta

Faculty Association: Association of Academic Staff of the University of Alberta

Date of effect: 2008.

Website: <http://www.aasua.ca/>

Academic Freedom

2.02.1 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.

2.02.2 The University expects each staff member to engage in these endeavours.

2.02.3 The parties to this agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the University as set out in Article 7 (University responsibilities).

2.02.4 Members have the right to publish the results of their research without interference or censorship by the institution or its agents.



Institution: Bishops' University, Sherbrooke, QC
Faculty Association: Association of Professors of Bishop's University
Agreement Duration: 2012-2015
Website: <http://apbu.ca/>

5.00 ACADEMIC FREEDOM

The Corporation and the Association acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, the parties agree to abide by the principles of academic freedom as expressed in the following statement. Academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without deference to prescribed doctrine, as well as the right to criticize the University, the Corporation and the Association in a lawful and non-violent manner, and to criticize society at large. Specifically, and without limiting the above, academic freedom entitles members to:

- a) freedom in carrying out their activities as teachers subject to the academic regulations of Senate,
- b) freedom in pursuing research and scholarship and in publishing or making public the results thereof, and
- c) freedom from institutional censorship.

Academic freedom does not require neutrality on the part of the individual, nor does it preclude commitment on the part of an individual. Rather academic freedom makes such commitment possible. The right to academic freedom carries with it the duty to use that freedom in a responsible way.

Under **Section 8 Dismissal and Discipline:**

8.03 "Just and proper cause" [for dismissal] shall include and be limited to:

- b) gross misconduct leading to the significant and persistent abridgement of the academic freedom of other individuals within the University Community;

Section 16: Grievance and Arbitration

16.02 The grievance and arbitration procedures under this Article shall not be available for the resolution of disputes exclusively concerned with the renewal of probationary appointments, with tenure, and with promotion, except where the Member of the Association alleges violation of academic freedom or discrimination under Articles 5.00 and 4.03, respectively, of this Agreement.

Notwithstanding the foregoing, grievance and arbitration procedures shall be available for matters relating to lay-offs due to financial exigency (Article 18.00) or changes in the composition of the faculty (Article 17.00).



Institution: Brandon University, Brandon, MB

Faculty Association: Brandon University Faculty Association

Agreement Duration: 2011-2015

Website: <http://www.bufa.org/>

ARTICLE 5: ACADEMIC FREEDOM

5.1

Academic freedom is essential to the pursuit and dissemination of truth and knowledge as well as to the fulfillment of the University's objectives.

5.2

Academic Freedom includes the freedom

- to examine, to question, to teach, and to learn;
- to disseminate opinions on questions relating to the member's teaching, professional, and research activities both inside and outside the classroom;
- to pursue, without interference or reprisal, a member's own research, creative or professional activities, and to publish the results thereof.

5.3

Academic freedom respects the rights of members by protecting them from institutional censorship or reprisal when they act as members of the society or members of the University.

5.4

Academic freedom does not require neutrality on the part of the member. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. Members shall attempt to make clear that, except when specifically authorized to do so, they are acting in their own name and not in the name of the Employer.

5.5

The Parties agree that they will not infringe or abridge the academic freedom of any member.



Institution: University of British Columbia, Vancouver, BC.
Faculty Association: University of British Columbia Faculty Association
Agreement Duration: 2012-2014
Website: <http://www.facultyassociation.ubc.ca/>

From the Preamble:

THE UNIVERSITY OF BRITISH COLUMBIA and the FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

DESIRING to promote fair and proper economic conditions and terms of appointment for Faculty Members, Librarians, and Program Directors at The University of British Columbia;

RECOGNIZING that the University is a community of scholars whose essential functions are the pursuit and dissemination of knowledge and understanding through research and teaching and that academic freedom is essential to carrying out these functions;

BEING DETERMINED not to interfere with that academic freedom;

CONFIRM THAT the members of the University enjoy certain rights and privileges essential to the fulfillment of its primary functions: instruction and the pursuit of knowledge. Central among these rights is the freedom, within the law, to pursue what seems to them as fruitful avenues of inquiry, to teach and to learn unhindered by external or non-academic constraints, to engage in full and unrestricted consideration of any opinion. This freedom extends not only to the regular members of the University but to all who are invited to participate in its forum. Suppression of this freedom, whether by institutions of the state, the officers of the University or the actions of private individuals, would prevent the University from carrying out its primary functions. All members of the University must recognize this fundamental principle and must share responsibility for supporting, safeguarding and preserving this central freedom. Behaviour which obstructs free and full discussion, not only of ideas which are safe and accepted but of those which may be unpopular or even abhorrent, vitally threatens the integrity of the University's forum. Such behaviour cannot be tolerated; [Text of the Collective Agreement follows]



Institution: Brock University, St. Catharines, ON
Faculty Association: Brock University Faculty Association
Agreement Duration: 2014-2017
Website: <https://bufa.ca/>

ARTICLE 11 – ACADEMIC FREEDOM

11.01 a. The Parties acknowledge that they are committed to the pursuit of truth, the advancement of learning, and the creation, interpretation, preservation and dissemination of knowledge. To this end, they agree to uphold and protect the principles of academic freedom as expressed in the following statement:

Academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment publicly without deference to prescribed doctrine. The Parties agree that they will not infringe upon or abridge the academic freedom of any member of the University community.

b. The right to academic freedom does not permit members of the University Community to infringe upon the academic freedom of other members.

11.02 Academic freedom does not require neutrality in expression or attitude. Rather, academic freedom makes commitment possible and may result in strong statements of beliefs and positions. The credibility and acceptability of the principle of academic freedom depend upon that freedom being used in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. Likewise, these freedoms do not confer legal immunity or legal defense by the University for positions that members may take which are not specifically sanctioned by the University.

11.03 The Parties have a responsibility for the development and maintenance of academic freedom and the intellectual freedom implied therein. The Parties agree that every person has the right to have access to all expressions of knowledge, creativity and intellectual activity, such rights being essential to the health and development of a free society. Specifically, it is the responsibility of the University to facilitate access, to the best of its ability, to all expressions of knowledge and intellectual activity, including those which some elements of society may consider unconventional, unpopular, or unacceptable, by acquiring the widest possible variety of materials and by making all library and information access facilities and services available to members of the University community.

11.04 Members shall be free in the choice and pursuit of research/scholarly/creative activities and in publishing the results and conclusions thereof; free in the choice and pursuit of teaching methods and content; free to discuss and criticize, including criticism of the University and the Union; and they shall be free from censorship by the Parties.

Professional librarian members shall be free to state their professional views on matters relating to their discipline. They also have a responsibility not to practice or permit censorship in the selection or use of library materials and to strive to provide to members of the University community the fullest possible access to information sources regardless of how controversial those may be.

11.05 Members shall have a right to disclose publicly information about risks to research participants or the general public or threats to the public interest that become known in the course of their research.



Institution: University of Calgary, Calgary, AB

Faculty Association: Faculty Association of the University of Calgary

Agreement Duration: 2013-2015

Website: <http://www.tucfa.com/>

Article 6: Academic Freedom

6.1 The University is committed to the pursuit of truth and the advancement of learning as well as to the dissemination of knowledge. The Parties to this Agreement subscribe to the principles of academic freedom, that is, the right of the academic staff to examine, to question, to teach, to learn, to investigate, to speculate, to comment and to criticize without deference to prescribed doctrines, and recognize the right of academic staff to engage in these activities. Academic freedom includes the duty to use that freedom in a manner consistent with the responsibility to base research and teaching on an honest search for knowledge.



Institution: Concordia University, Montreal, QC
Faculty Association: Concordia University Faculty Association
Agreement Expires: 2015
Website: <http://cufa.net>

ARTICLE 1: PREAMBLE

1.01 The parties recognize that the goals of the University are to attain the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, research and community service, and to maintain a strong tradition of both full-time and part-time higher education and to preserve a high standard of education. All other functions at Concordia University exist to support this central academic purpose.

The parties agree to cooperate in the promotion of teaching and research and to encourage a climate of freedom of speech and enquiry, responsibility and mutual respect in the pursuit of these goals. A university environment characterized by freedom of speech and enquiry is required for the faculty members and librarians to fulfill their responsibilities. Freedom of speech guarantees the open exchange of ideas; freedom of enquiry guarantees the open investigation and interpretation of ideas. Within the unique university context, the most crucial right is academic freedom. We affirm that this right is meaningless unless it entails the right to raise probing questions and challenges to the beliefs of society at large.

Academic freedom also implies that the parties agree to respect the right of all members of the academic community to exercise their academic freedom.

ARTICLE 6: ACADEMIC FREEDOM

6.01 The purpose of academic freedom is to provide security for fundamental academic values. A university environment characterized by freedom of speech and of enquiry is required by the members to carry out the University's purpose. Freedom of speech guarantees the University as an open forum for the exchange of ideas; freedom of enquiry guarantees the University's commitment to the open investigation and interpretation of ideas.

Within the unique university context, the most crucial of human rights is the right to academic freedom. We affirm that this right is meaningless unless it entails the right to raise probing questions and challenges to the beliefs of society at large.

The parties agree to respect the right of all members of the academic community to exercise their academic freedom.

The commitments, rights, and responsibilities of members involve three major related roles: to participate in the search for basic truths, and to communicate openly the results of this search; to develop creative scholarship in specific disciplines, within which the students participate in the process of rational enquiry; to encourage where feasible the generalized application of scholarship and research to the benefit of the university community and the common good of society.

Members are entitled to freedom, without any form of institutional censorship, to disseminate their knowledge both inside and outside the classroom, to conduct research which they believe will enhance knowledge and to communicate the results of such research.

6.02 Members are entitled to exercise their political rights provided they respect their obligations to the Employer specified in the Collective Agreement.

ARTICLE 18: TENURE FOR FACULTY MEMBERS

18.01 General Tenure Considerations

b) Tenure is granted as a means to ensure academic freedom, a principle to which the university community is dedicated.



Institution: Dalhousie University, Halifax, NS
Faculty Association: Dalhousie Faculty Association
Agreement Duration: 2011-2014
Website: <http://dfa.ns.ca/>

Article 3: Academic Freedom

3.01 The Parties recognize and affirm that academic freedom is essential to the fulfillment of the purpose of Dalhousie University in the search for knowledge and the communication of knowledge to students, colleagues and society at large. The Parties agree that academic freedom carries with it a corresponding responsibility on the part of Members to use their freedom responsibly, with due concern for the rights of others, for the duties appropriate to the Member's university appointment, and for the welfare of society. Academic freedom does not confer legal immunity either inside or outside Dalhousie University, nor does it prevent collective self-governance and peer evaluation as conducted or approved by the Senate or by other academic, research or professional bodies whether within or outside Dalhousie University. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible.

3.02 The Parties agree that they will not infringe or abridge the academic freedom of any member of the academic community. Members of the bargaining unit are entitled to freedom, as appropriate to the Member's university appointment, in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize, including criticism of the Board and the Association, and freedom from institutional censorship.

3.03 Academic freedom, as appropriate to the Member's university appointment, implies protection of Members by the Board and the Association from pressure intended to hinder or prevent them pursuing their scholarly and research interests and communicating the results thereof to students, colleagues and the community at large. The Parties acknowledge this responsibility, whether such pressure emanates from inside or outside the University.

Kwantlen

P O L Y T E C H N I C

U N I V E R S I T Y

Institution: Kwantlen University, Surrey, BC

Faculty Association: Kwantlen Faculty Association

Agreement Duration: 2012-2014

Website: <http://www.kfa.bc.ca/>

12.18 ACADEMIC FREEDOM

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the University as well as in its scholarship and research. Every faculty employee is entitled to exercise academic freedom in the performance of their duties.

Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine.

Academic freedom ensures the following:

- a) Freedom in the conduct of teaching;
- b) Freedom in undertaking research and making public the results thereof;
- c) Freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to base teaching and research in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.



Institution: Université Laval

Faculty Association: Syndicat des professeurs et professeures de l'Université Laval

Agreement Duration : 2012-2016

Website : <http://spul.ulaval.ca/>

CHAPITRE 1.4 DROITS, DEVOIRS, OBLIGATIONS ET LIBERTÉ UNIVERSITAIRE

1.4.01 Les droits et obligations réciproques que se reconnaissent les parties dans la présente convention visent à assurer aux professeures et professeurs les conditions de travail les plus appropriées pour réaliser les missions principales de l'Université, particulièrement la poursuite de l'excellence de l'enseignement supérieur, de la recherche et de la création.

1.4.02 Les missions principales de l'Université sont la création, la transmission et la diffusion du savoir ainsi que la formation supérieure des personnes. Cela implique la recherche et l'expression intellectuelles libres et critiques, et, partant, la liberté universitaire. L'Employeur respecte la liberté universitaire des professeures et professeurs. Tout en respectant la liberté d'opinion d'autrui, la professeure ou le professeur a droit à la liberté universitaire, d'enseignement, de recherche, de création et de critique sans aucune contrainte discriminatoire qu'elle soit institutionnelle ou externe. La liberté universitaire est le droit qui garantit l'accomplissement des fonctions professorales. Ce droit est nécessaire à la réalisation des finalités de l'institution universitaire.

Elle comprend notamment :

- a) le droit pour la professeure ou le professeur d'exercer ses fonctions professorales sans être obligé d'adhérer à une doctrine prescrite;
- b) le droit de diffuser les résultats de la recherche;
- c) le droit d'expression, incluant la critique de la société, des institutions, des doctrines, dogmes et opinions, des lois, des politiques et des programmes publics et notamment des règlements et politiques universitaires, scientifiques ou gouvernementaux.

1.4.03 Les professeures, les professeurs et le Syndicat reconnaissent leurs devoirs de loyauté, au sens du Code civil du Québec. Les professeures, les professeurs, le Syndicat et l'Employeur reconnaissent également leur devoir de civilité.

1.4.04 La professeure ou le professeur comme l'Employeur sont assujettis aux politiques, aux règlements et aux procédures de l'Université, pourvu qu'ils soient conformes à la convention collective. La professeure ou le professeur comme les représentants de l'Employeur exercent leurs

fonctions respectives avec conscience professionnelle. Notamment, la professeure ou le professeur fait preuve d'honnêteté et de bonne foi dans ses relations avec ses interlocutrices et interlocuteurs dans l'exercice de ses fonctions professorales; elle ou il manifeste aussi honnêteté et transparence en matière de conflits d'intérêts réels ou apparents.

1.4.05 L'Employeur applique la convention sans discrimination au sens de la Charte québécoise des droits et libertés de la personne. La professeure ou le professeur a le droit d'exercer ses fonctions professorales à l'abri de toute forme de harcèlement.

1.4.06 L'Employeur reconnaît sa responsabilité de créer et de maintenir pour les professeures et professeurs un milieu de travail dans lequel chacune et chacun a droit à la protection de sa dignité ainsi que de sa santé, de sa sécurité et de son intégrité physiques et psychologiques.

1.4.07 L'Employeur et le Syndicat reconnaissent que les professeures et professeurs ont le droit de jouir, dans l'exercice de leurs fonctions, des libertés et droits fondamentaux protégés par la Charte québécoise des droits et libertés de la personne.

1.4.08 L'Employeur s'engage à prendre fait et cause pour toute professeure ou tout professeur dont la responsabilité civile est engagée par l'exercice de ses fonctions au service de l'Université. Il convient de n'exercer contre la professeure ou le professeur aucune réclamation à cet égard, à moins de faute lourde de la part de la professeure ou du professeur. Dans ce cas, la preuve de la faute lourde incombe à l'Employeur.

1.4.09 L'Employeur doit maintenir des conditions de travail qui respectent les normes de sécurité et d'hygiène adoptées par la Commission de la santé et de la sécurité du travail.

Unofficial English Translation :

Chapter 1.4 Rights, Obligations and Academic Freedom.

1.4.01 The rights and reciprocal obligations recognized by the parties in the current agreement aim at assuring faculty members have the most appropriate work conditions for realizing the principal mission of the University, particularly the pursuit of excellence in higher education, of research and the creation [of knowledge].

1.4.02 The principal mission of the University is the creation, transmission and diffusion of knowledge as well as the higher education of individuals. This requires research and free and critical intellectual expression, and, to start with, academic freedom. The Employer respects the academic freedom of faculty. While respecting the freedom of opinion of others, faculty members have the right to academic freedom in teaching, research, creation and critique without any discriminatory constraint be it institutional or external. Academic freedom is a right that guarantees the accomplishment of faculty functions. This right is necessary for the realization of the goals of the institution.

It consists notably of :

- a) the right of faculty members to exercise their professional functions without the obligation to adhere to prescribed doctrine.
- b) The right to distribute research findings
- c) The right to expression including the critique of society, institutions, doctrines, dogmas and opinions, laws, policies and public programs and notably university, scientific or governmental rules and policies

1.4.03 Faculty members and the Union recognize their duty of loyalty to the meaning of the Civil Code of Quebec. Faculty members, the Union and the Employer recognize also their duty to be civil.

1.4.04 Faculty members, like the Employer, are subject to the policies, rules and procedures of the University provided that they are in conformity with the collective agreement. Faculty members as representatives of the employer fulfill their respective functions with dedication. Notably, faculty members fulfill their professional functions with honesty and good faith with their clients. The faculty member shows also honesty and transparency in the matter of a conflict of interest, be it real or perceived.

1.4.05 The Employer applies the collective agreement without discrimination as required by the Quebec Charter of rights and freedoms of the person. The faculty member has the right to fulfill their professional function free from all forms of harassment.

1.4.06 The Employer recognizes its responsibility to create and maintain a work environment in which everyone has the right to the protection of his/her dignity as well as his/her health, security and physical and psychological integrity

1.4.07 The Employer and the Union recognize that faculty members have the right to enjoy, during the exercise of their functions, the freedoms and fundamental rights protected by the Quebec Charter of the rights and freedoms of the person.

1.4.08 The Employer commits itself to defend any faculty member against civil lawsuits by reason of the exercise of their University functions. It agrees to not to make a claim in this regard except when the faculty member has shown serious misconduct. In that case, the onus of showing serious misconduct rests with the Employer.

1.4.09 The Employer must maintain conditions of work that respect the norms of security and hygiene adopted by the Workplace Health and Safety Commission.



Institution: University of Lethbridge, Lethbridge, AB
Faculty Association: University of Lethbridge Faculty Association
Agreement Effective Date: 2014
Website: <http://ulfa.ca/>

Academic Freedom:

From Preamble:

The common good of society depends upon the search for truth and its free exposition. Academic freedom in both teaching and research is essential to these purposes. Members are entitled to the freedom to carry out research and to publish the results, to the freedom to teach and discuss their subjects, and to the freedom from institutional censorship. Academic freedom carries with it the duty to use that freedom in a responsible way.

From Section 11. This section is entitled “Academic Freedom” but covers a number of areas that go beyond strictly academic concerns (for example workplace harassment, workplace safety, student employees etc.). I have only copied those areas that are relevant to this question.

11. Academic Freedom

11.01.1 The Board and Association recognize the need to protect academic freedom. Academic freedom is generally understood as the right to teach, engage in scholarly activity, and perform service without interference and without jeopardizing employment. This freedom is central to the University’s mission and purpose and entails the right to participate in public life, to criticize university or other administrations, to champion unpopular positions, to engage in frank discussion of controversial matters, and to raise questions and challenges which may be viewed as counter to the beliefs of society.

11.01.2 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base teaching, scholarly activity and service in an honest and careful search for knowledge.

11.01.3 Members shall respect the academic freedom of others despite differences of opinion.

11.01.4 Academic freedom does not diminish the obligation of Members to fulfill their duties and responsibilities as defined within this Handbook.

11.01.5 The Board and the Association recognize their respective responsibilities to defend academic freedom as specified in this Article. These responsibilities may include, but are not limited to, providing legal support to Members in matters that arise from the exercise of academic freedom in accord with Article 11.01, educating Members on the rights and responsibilities related to academic freedom, and promoting academic freedom.

11.03.5 Relationship to the Community

When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the concept of academic freedom.



UNIVERSITY OF MANITOBA

Institution: University of Manitoba

Faculty Association: University of Manitoba Faculty Association

Agreement Duration: 2010-2013

Website: <http://www.umfa.ca/>

ARTICLE 17. ACADEMIC LIBRARIANS

17.A Academic Freedom

17.A.1 The common good of society depends upon the search for truth and its free exposition. Academic freedom in the University in teaching, research and the dissemination of knowledge is essential to these purposes. The academic librarian is, therefore, entitled to freedom in carrying out research and in publishing the results thereof, freedom in carrying out teaching and in discussing his/her subject, freedom in exercising professional judgement in the acquisition and selection of materials, and in ensuring that these materials are freely accessible to all, and freedom from institutional censorship. Academic freedom carries with it the responsibility to use that freedom in a manner consistent with the scholarly obligation to base research, teaching and the collection, dissemination and structure of knowledge in a search for truth.

ARTICLE 19. ACADEMIC FREEDOM; FACULTY RIGHTS, DUTIES, AND RESPONSIBILITIES; DISCIPLINE; APPOINTMENTS AND TENURE

19.A.1 Academic Freedom The common good of society depends upon the search for truth and its free exposition. Academic freedom in the University in teaching, research and the dissemination of knowledge is essential to these purposes. The university faculty member is, therefore, entitled to freedom in carrying out research and in publishing the results thereof, freedom in carrying out teaching and in discussing his/her subject, and freedom from institutional censorship. Academic freedom carries with it the responsibility to use that freedom in a manner consistent with the scholarly obligation to base research, teaching and the dissemination of knowledge in a search for truth.

19.A.1.1 This Article applies to professors, associate professors, assistant professors and lecturers in the bargaining unit (hereinafter referred to as "faculty members"). It does not apply to heads of

departments or their associates or assistants in their administrative capacities, though it does apply to the appointments of these persons as faculty members. Where any matter hereinafter referred to is the subject of a specific Article in this Agreement, the specific Article shall prevail.

19.A.2 Faculty Rights, Duties and Responsibilities

19.A.2.1 Faculty members shall have the right to express opinions and to participate by means of their representatives in procedures as provided for in the appropriate Article concerning such matters as: the appointment and promotion of faculty members; the granting of tenure to faculty members; the selection and review of heads of departments and academic administrators (but not their deputies or associate officers); and the granting of merit awards.

19.A.2.2 In addition to their civil rights, faculty members have certain rights, duties and responsibilities that derive from their positions as teachers and scholars working within the University community. Faculty members shall act reasonably, fairly and in good faith in dealing with others and the University shall have the same obligation in dealing with faculty members.



Memorial
University of Newfoundland

Institution: Memorial University of Newfoundland, St. John's, NL

Faculty Association: Memorial University of Newfoundland Faculty Association

Agreement Duration: 2014-2017

Website: <http://www.mun.ca/munfa/>

Article 2: ACADEMIC RIGHTS AND FREEDOMS

2.01 All ASMs enjoy equal rights to academic freedom.

2.02 Academic freedom is necessary for the pursuit of the University's purposes. The defence of academic freedom is an obligation on all members of the University community. Academic freedom does not require neutrality on the part of the individual, nor does it preclude commitment. Rather it makes commitment possible.

2.03 Therefore, the Parties agree to uphold the right of ASMs to teach, to learn, to carry out research, to publish, to comment, to criticise, to acquire and disseminate knowledge, to create, and to perform; all of these without deference to prescribed doctrine.

2.04 Academic freedom includes the right to discuss and criticise policies and actions of the University and the Association and protects against the imposition of any penalty by either Party for exercising that right.

2.05 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base one's research and teaching on an honest search for knowledge. In exercising the freedom to comment and criticize, ASMs have a corresponding obligation to use academic freedom in a responsible manner by recognizing the rights of other members of the University community, and by affirming the rights of others to hold differing points of view.

2.06 Academic freedom does not confer legal immunity, nor does it diminish the responsibilities of ASMs to fulfil their academic obligations. ASMs as such shall not be hindered or impeded in any way by the Association or by the University from exercising their legal rights, nor shall they suffer any penalty imposed by either Party for exercising those rights.

2.07 ASMs retain all their freedoms as citizens to express themselves. The University accepts no responsibility for such expressions and exercises no censorship. In statements outside the University, ASMs shall not claim to speak on behalf of the University unless specifically authorized to do so. Should confusion arise concerning whether an ASM was speaking on behalf of the University, the ASM shall issue a disclaimer.



Institution: Université de Montréal

Faculty Association: Le Syndicat général des professeurs et professeures de l'*Université de Montréal*

Duration of Agreement: 2008-2013

Website: <http://www.sgpum.com/>

ARTICLE RC 6 : LIBERTÉS UNIVERSITAIRES ET POLITIQUES; NON-DISCRIMINATION

RC 6.01 Tout professeur bénéficie des libertés de conscience, d'enseignement et de recherche inhérentes à une institution universitaire de caractère public telle l'Université; ses droits ne peuvent être affectés par l'Université en autant que ces libertés sont exercées dans le respect de ses obligations vis-à-vis celle-ci.

RC 6.02 Le droit d'exercer ses libertés politiques dans le respect de ses obligations vis-à-vis de l'Université est reconnu à tout professeur.

RC 6.03 Les parties n'exercent ni directement ni indirectement de pressions, contrainte, discrimination ou distinction injuste contre un professeur à cause de son origine ethnique, de sa nationalité, de sa race, de ses croyances, de son sexe, de son état de grossesse, de son orientation sexuelle, de son âge, d'un handicap physique, de ses opinions politiques, de son état civil, de son état religieux ou de l'exercice de tout droit que lui reconnaît la présente convention collective ou la loi. Les parties reconnaissent que le professeur a droit à un milieu de travail exempt de toute forme de harcèlement.

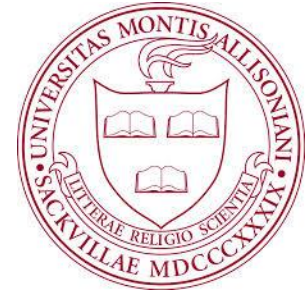
English Translation

Article RC 6 : Academic and Political Freedom ; Non Discrimination

RC 6.01 Every faculty member benefits from the freedom of conscience, teaching and research inherent at a public university institution such as the University [of Montreal]; these rights cannot be affected by the University in as much as these freedoms are exercised in respect of these [contractual] obligations.

RC 6.02 The right to exercise these political freedoms in respect to his/her obligations to the University is recognized to every faculty member.

RC 6.03 The parties will neither exercise directly or indirectly pressures, constraints, discrimination or unjust discrimination against a faculty member by reason of his/her ethnic origin, nationality, race, beliefs, age, physical disability, political opinions, marital status, religion or the exercise of any right recognized by this collective agreement or by the law. The parties recognize that the faculty member has the right to a workplace absent of any form of harassment.



Institution: Mount Allison University, Sackville, NB.

Faculty Association: Mount Allison Faculty Association

Website: <http://www.mafa.ca/>

Agreement Effective Date: 2010.

Article 9 - Academic and Intellectual Freedom and Privacy Rights

Academic and Intellectual Freedom

9.01 The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the fulfillment of an employee's professional responsibilities, which are specified in Clause 12.01 of this Agreement. The parties agree that they will not infringe or abridge the academic freedom of any member of the bargaining unit. Members of the bargaining unit are entitled, regardless of prescribed doctrine, to freedom in carrying out research and creative activity, and in publishing the results thereof; freedom of teaching and of discussion; freedom to criticize the university and the faculty association; and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge, and with due regard for the rights of others. Freedom in teaching necessarily includes the freedom of an employee to determine pedagogy, and the use of those teaching and support materials which she/he believes to be appropriate.



Institution: Mount Royal University, Calgary, AB
Faculty Association: Mount Royal Faculty Association
Agreement Duration: 2012-2014
Website: <http://www.mrfa.net/>

At present the notion of Academic Freedom is absent from the collective agreement.



Institution: University of New Brunswick, Fredericton and Saint John, NB.

Faculty Association: Association of University of New Brunswick Teachers

Agreement Duration: 2009-2013

Website: <https://aunbtweb.wordpress.com/>

Article 14 ACADEMIC FREEDOM

14.01 The unimpeded search for knowledge and its free exposition are vital to a university and to the common good of society. To this end, the Parties agree to strive to uphold and to protect the principles of academic freedom and not to infringe upon or abridge academic freedom as set out in this article.

14.02 Employees shall have:

- a) freedom of discussion, freedom to criticize, including criticism of the University of New Brunswick 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) freedom in the choice and pursuit of research, and freedom to disseminate or to withhold dissemination of the results and conclusions of such research;
- c) freedom in the choice and pursuit of teaching methods, and to state their views on matters relating to their discipline.

This Article 14.02 is subject to Articles 22A.15, 22B.15, 22C.15 and **22E.14**.

14.03 Academic freedom does not require neutrality; rather, academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching and scholarship on an honest search for knowledge.

14.04 Academic freedom does not confer legal immunity, nor does it diminish the obligation of Employees to meet their responsibilities to the University of New Brunswick. Employees shall not be hindered or impeded in any way, by either of the Parties, from exercising their legal rights, nor shall they suffer any penalties because of the exercise of such legal rights.



Institution: Nipissing University, North Bay, ON
Faculty Association: Nipissing University Faculty Association
Agreement Duration: 2012-2015
Website: <http://www.nufa.ca/>

ARTICLE 17: ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY

17.1 General Definition

(a) Members have a right to academic freedom, which is defined as the freedom, (i) individually or collectively, to acquire, to pursue, to develop, to preserve, and to transmit knowledge through research, study, examination, questioning, discussion, documentation (in all formats), production, creation, teaching, lecturing, writing, and performance, regardless of prescribed or official doctrine and without constriction by institutional censorship; and (ii) to disseminate their opinion(s) on any questions related to their teaching, professional, and creative activities, and research both inside and outside the classroom.

(b) The parties agree that academic freedom does not require neutrality on the part of the individual. It is furthermore agreed that academic freedom makes intellectual discourse, critique, and commitment possible.

17.2 The Freedom to Teach and its Responsibilities

(a) Members teaching courses have the right to the free expression of their views on the subject area, and may use and refer to materials and their treatment thereof without reference or adherence to prescribed or official doctrine.

(b) In such circumstances, the Member is expected to cover topics according to the Calendar description, to remain up to date in the knowledge of the discipline, to treat students fairly and ethically, and to teach effectively, which includes using fair, reasoned and fact-based arguments and showing a willingness to accommodate the expression of differing points of view.

17.3 The Freedom to Research and its Responsibilities

(a) Members have the freedom to carry out scholarly research within areas of their expertise without reference or adherence to prescribed or official doctrine. This also recognizes that Members' expertise can evolve over time in conjunction with new collaborations, combinations of disciplines, emerging theories and areas of interest.

(b) Researchers are expected to meet ethical guidelines for work with animal or human subjects in accordance with procedures established by the University's Research Ethics Board, the regulations and protocols of the University's Animal Care Committee, and government regulatory bodies.

Researchers are expected to deal fairly with colleagues, assistants, and students with whom they conduct research, to carry out the research in the spirit of a genuine search for knowledge, and to base findings upon a critical appraisal of available data and a reasoned analysis of their interpretation.

17.4 The Freedom to Publish and its Responsibilities

(a) Members have the right to publish the results of their research, creative, or professional activities, without interference or censorship by the institution, its agents, or others.

(b) Researchers have a responsibility to report findings fairly and accurately, and to recognize appropriately the contributions of others to the work they report.

17.5 The Freedom of Artistic Expression and its Responsibilities

(a) Members engaged in the creation and presentation of works in the visual and performing arts are as entitled to the protection afforded by the commitment to academic freedom as are their colleagues who write, teach, and study in other academic disciplines. Artistic expression, including presentations to the public, will have the same assurance of academic freedom.

(b) Direct or indirect attempts to impose tests of propriety, ideology, or religion on the artistic activity of these Members will be resisted by the University community, it being agreed that such tests are acts of censorship that limit the freedom to explore, to teach, and to learn.

(c) Members in the visual and performing arts, when called upon to select or judge the artistic work of colleagues and students, must ensure that the criteria are educational and artistic and are applied in a fair and impartial manner.

17.6 The Freedom to Speak Intramurally or Extramurally and its Responsibilities

(a) Members have the right to speak intramurally and extramurally, including the right to express freely their opinion(s) about the University and its administrators, the government of the day, or society at large.

(b) When speaking intramurally, Members are expected to deal fairly and professionally with all members of the University community.

(c) Speakers who are commenting on their scholarship are bound by the same responsibilities which attend the right to publish research.

(d) In any exercise of freedom of expression, Members will not purport to speak on behalf of the University unless so authorized by the Board, the President or his/her designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University.



Institution: University of Northern British Columbia, Prince George, BC

Faculty Association: University of Northern British Columbia Faculty Association

Agreement Duration: 2012-2014

Website: <http://unbcfa.ca>

ARTICLE 2: ACADEMIC FREEDOM

2.1 The common good of society depends upon the search for knowledge and its free expression. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. Members shall not be hindered or impeded in any way by the University or the Association from exercising their legal rights nor shall they suffer any penalties because of the exercise of such legal rights. The Parties agree that they will not infringe or abridge the academic freedom of any Member. Members are entitled, regardless of prescribed doctrine, to freedom to practice their professions, freedom in carrying out research and in publishing the results thereof, freedom of teaching and discussion, freedom of creative activity, freedom to select, acquire, disseminate, or use documents in the exercise of their professional responsibilities, freedom to criticize the University and the Association, and freedom from institutional censorship.

2.2 In exercising such freedom, Members have an obligation to acknowledge and the responsibility to respect the academic freedom and rights of other members of the UNBC community.

2.3 The censorship of information is inimical to the free pursuit of knowledge. The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the research, teaching, and study needs of the UNBC community. The Parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a Member desires to be placed in the library collections of UNBC.

2.4 Academic freedom does not require neutrality on the part of the individual; rather, academic freedom makes commitment possible. Academic freedom does not confer legal immunity, nor does it diminish the obligations of Members to meet their duties and responsibilities. Members have a duty to exercise that freedom in a manner consistent with the academic obligations of teachers and scholars, Librarians and Senior Laboratory Instructors.



uOttawa

Institution: University of Ottawa, Ottawa, ON

Faculty Association: Association of Professors of the University of Ottawa

Agreement Duration: 2012-2016

Website: <http://www.apuo.ca>

Article 9 – Academic Freedom

(a) The parties agree neither to infringe nor abridge the academic freedom of the members. Academic freedom is the right of reasonable exercise of civil liberties and responsibilities in an academic setting. As such it protects each member's freedom to disseminate her opinions both inside and outside the classroom, to practice her profession as teacher and scholar, librarian, or counsellor, to carry out such scholarly and teaching activities as she believes will contribute to and disseminate knowledge, and to express and disseminate the results of her scholarly activities in a reasonable manner, to select, acquire, disseminate and use documents in the exercise of her professional responsibilities, without interference from the employer, its agents, or any outside bodies. All the above-mentioned activities are to be conducted with due and proper regard for the academic freedom of others and without contravening the provisions of this agreement. Academic freedom does not require neutrality on the part of the member, but rather makes commitment possible. However, academic freedom does not confer legal immunity, nor does it diminish the obligations of members to meet their duties and responsibilities.

(b) The parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material which a member desires to be placed in the library collections of the University of Ottawa.



Institution: University of Prince Edward Island, Charlottetown, PE

Faculty Association: University of Prince Edward Island Faculty Association

Agreement Duration: 2012-2016

Website: <http://www.upeifa.org/>

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 G1.10 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.

G1.11 Academic Freedom

- a) Sessional Instructors enjoy academic freedom (as defined generally in Article A4.1), and all the rights set out in Article A4.2;
- 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:

[The “reasonable resources” stated in G1.11 c) are then enumerated – editor].

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.



Institution : Université du Québec à Montréal

Faculty Association : Syndicat des professeurs et professeures de l'Université du Québec à Montréal (SPUQ)

Agreement Duration : 2009-2013

Website : <http://www.spuq.uqam.ca/>

5.02 Liberté universitaire

La liberté universitaire est le droit qui garantit l'accomplissement des fonctions professorales.

Elle comprend :

- a) le droit d'enseigner, de faire de la recherche ou de la création sans être obligé d'adhérer à une doctrine prescrite;
- b) le droit de diffuser les résultats de la recherche ou de la création;
- c) le droit d'expression, incluant la critique de la société, des institutions, des doctrines, dogmes et opinions, et notamment des règles et politiques universitaires, scientifiques ou gouvernementales.

La liberté universitaire est un droit fondamental des professeurs, professeurs d'université parce qu'elle est nécessaire à la réalisation des finalités de l'institution universitaire.

La liberté universitaire doit être exercée de façon responsable; elle comporte le respect des opinions d'autrui.

5.03 Jouissance des libertés politiques et universitaires

Toute professeure, tout professeur a la pleine jouissance de ses libertés politiques et universitaires, que cette personne soit ou non dans l'exécution de ses fonctions à l'Université. Ses droits prévus ou non à la convention ne pourront être affectés à cause du libre exercice de ses libertés.

English Translation

5.02 Academic Freedom

Academic freedom is the right that guarantees the ability to fulfill professional functions.

It consists of:

- a) The right to teach, to do research or create knowledge without the obligation of adhering to prescribed doctrine;

- b) The right to distribute the results of research or creation;
- c) The right of expression, including criticizing society, institutions, doctrines, dogmas, and opinions, notably university, scientific and governmental rules and policies.

Academic Freedom is a fundamental right for faculty members because it is necessary for the realization of the end goals of the institution.

Academic Freedom must be exercised in a responsible fashion; it requires respect for the opinions of others.

5.03 Enjoyment of political and academic freedom:

Every faculty member has full right of benefiting from his/her political and academic freedom, whether or not they are fulfilling their professional functions at the University. Their rights specified or not in this agreement cannot be affected by the free exercise of these freedoms.



Institution: University of Regina, Regina, SK

Faculty Association: University of Regina Faculty Association

Agreement Duration: 2011-2014.

Website: <http://www.urfa.uregina.ca/>

2.1 Academic Freedom

2.1.1 Academic freedom is essential to the teaching, research and scholarship functions of a university. The parties agree that they shall protect the academic freedom of each member of the academic staff.

2.1.2 As applied to academic duties described in Article 16 and elsewhere in the agreement, academic staff members shall engage in teaching, research and scholarship, and other related activities free from arbitrary interference. The University shall defend the academic freedom of members from interference from any source. The University shall not be held accountable for infringements of academic freedom originating beyond the control of the University including, but not limited to, legislation.

If the academic remedies available to resolve disputes are not successful, there are dispute resolution procedures established within the applicable legislation.

The academic staff member has the right to speak on issues beyond that of their teaching and research through freedom of speech and the University shall recognize and respect that right.



Institution: St. Francis Xavier, Antigonish, NS

Faculty Association: St Francis Xavier Association of University Teachers

Agreement Expires: 2016

Website: <http://stfxaut.ca/>

ARTICLE 1.5 ACADEMIC FREEDOM

1.0 Academic Freedom is essential in the teaching, scholarship, and research functions of the University.

1.1 Academic Freedom ensures that:

- a) Members are entitled to freedom in carrying out research and in publishing the results thereof; and,
- b) Members have the freedom to teach, to discuss, and to criticize without institutional censorship.

1.2 Academic freedom does not require neutrality on the part of the individual Member; rather it imposes the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.

1.3 Members shall not be hindered or impeded in any way by the University from exercising their legal rights as citizens; neither shall they suffer any penalties because of the exercise of such legal rights.

1.4 The University agrees that it will not infringe or abridge the academic freedom of any member of the academic community.

1.5 Nothing in this provision is intended to conflict with duties spelled out elsewhere in this agreement. In the delivery of courses, the academic freedom of members with primary responsibility for teaching the course takes precedence over those assisting in the teaching of that course.



Institution: University of Saskatchewan

Faculty Association: University of Saskatchewan Faculty Association\

Agreement Duration: 2010-2013

Website: <http://www.usaskfaculty.ca/>

Note that USFA and the University of Saskatchewan have recently signed a new collective agreement.

6. ACADEMIC FREEDOM

6.1 The common good of society depends upon freedom in the search for knowledge and in its exposition. Academic freedom in teaching, scholarship and research at the University is essential to society. Accordingly, all employees, whether tenured or not and regardless of prescribed doctrine, are entitled to the exercise of their rights as citizens and to freedom in carrying out research and in publishing its results, freedom of discussion, freedom to teach the subject assigned in classes, freedom to criticize the University and the Association without suffering censorship or discipline. Academic freedom does not require neutrality on the part of the individual, but makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge.

6.2 Employees shall not improperly represent themselves as speaking for the University.



Institution: University of Toronto, Toronto, ON

Faculty Association: University of Toronto Faculty Association

Agreement Duration: 2011-2014

Website: <http://www.utfa.org/>

Article 5: Academic Freedom and Responsibilities

1. The parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University and society at large. Specifically, and without limiting the above, academic freedom entitles faculty and librarians to:
 - (a) freedom in carrying out their activities;
 - (b) freedom in pursuing research and scholarship and in publishing or making public the results thereof; and
 - (c) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

2. A faculty member's professional obligations and responsibilities to the University shall encompass (i) teaching; (ii) research, scholarly or creative activity; (iii) service to the University. While the pattern of these duties may vary from individual to individual, they constitute the faculty member's principal obligation during the employment year, and include, without being restricted to, responsibilities as follows:
 - (a) A faculty member shall carry out his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of his or her students.
 - (b) A faculty member shall be entitled to and be expected to devote a reasonable proportion of his or her time to research and scholarly or creative work. He or she shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures

and other appropriate means. Faculty shall, in published works, indicate any reliance on the work and assistance of academic colleagues and students.

- (c) Service to the University is performed by faculty members through participation in the decision-making councils of the University, and through sharing in the necessary administrative work of their Departments, Faculties, the University or the Association. In performance of these collegial and administrative activities, faculty members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

3. A librarian's professional obligations and responsibilities shall encompass (i) the development of his or her professional knowledge and performance, (ii) contributions to scholarship, (iii) service to the University. While the patterns of these duties may vary from individual to individual, they constitute the librarian's principal obligation during the employment year. A librarian shall carry out his or her responsibilities with all due attention to the establishment of fair and ethical dealings with library users, colleagues and staff taking care to be properly accessible. A librarian shall foster a free exchange of ideas and shall not impose nor permit censorship. A librarian shall ensure the fullest possible access to library materials.



**University
of Victoria**

Institution: University of Victoria, Victoria, BC.

Faculty Association: University of Victoria Faculty Association

Agreement Duration: 2012-2014

Website: <http://www.uvicfa.ca/>

Academic Freedom (Section 6.07 in the 2012-14 Collective Agreement)

6.07 Freedom Of Expression, Ethics And Obligations

a) The University and the Association agree that staff members shall be assured of freedom of expression without jeopardy to their position or status. Staff members are assured of academic freedom for any research or teaching activities authorized by the University consistent with University policies and procedures which apply to those involved in teaching and research activities.

b) The University recognizes that any staff member required to maintain professional standing with a professional regulatory body must work in a manner consistent with the standards of conduct, codes of ethics and by-laws established by that body. No staff member will be disciplined for refusal to follow a University-instructed course of action which, in the staff member's opinion, conflicts with such standards, provided that the staff member shall, on request, be required to prove the violation of the relevant professional standard.

c) It is understood that in their activities in the community at large, staff members do not represent the University except when specifically authorized to do so.



Institution: University of Waterloo, Waterloo, ON

Faculty Association: University of Waterloo Faculty Association

Agreement Duration: In effect 2014.

Website: <https://uwaterloo.ca/faculty-association/>

Article 6: Academic Freedom:

- 6.1 Academic freedom provides the possibility of examining, questioning, teaching, and learning, and involves the right to investigate, speculate, and comment without deference to prescribed doctrine. As such, it entails the freedom of individuals to practise their professions of teacher, researcher and scholar, the freedom to publish their findings, the freedom to teach and engage in open discussion, the freedom to be creative, the freedom to select, acquire, disseminate, and use documents in the exercise of their professional activities, and the freedom to criticize the University and the Association. Academic freedom also entails freedom from institutional censorship.
- 6.2 The University and the Association recognize that the provision of academic freedom is particularly vital to those whose approaches to teaching, scholarship, and research result in criticism of and challenge to established, conventional beliefs and practices.
- 6.3 The academic freedom of any person shall not be infringed upon or abridged in any manner. As academic freedom will wither and die unless the university community as a whole is committed to it, the University and the Association agree to support and defend academic freedom at the University of Waterloo.
- 6.4 As the common good of society depends upon an unhampered search for knowledge and its free expression, and as academic freedom in universities is essential to the attainment of each of these purposes in the teaching function of the university as well as in the pursuit of its scholarship and research, those who are guaranteed academic freedom have also a responsibility in exercising it not to infringe upon the academic freedom and rights of other members of the university community. Indeed, academic freedom carries with it the duty to use that freedom in a manner that is consistent with the scholarly obligation to base research and teaching on an honest and ethical quest for knowledge.

Academic freedom does not require neutrality on the part of the individual; rather, academic freedom makes commitment possible.

- 6.5 As the censorship of information is inimical to the free pursuit of learning, the creation, collection, 6.5organization, and dissemination of knowledge shall be done freely and without bias in support of the research, teaching, and study needs of the university community. No censorship shall be exercised or allowed against any material relevant to the pursuit of learning which a faculty member desires to be placed in the library collections of the University.



Institution: University of Western Ontario

Faculty Association: University of Western Ontario Faculty Association

Agreement Duration: 2010-2014

Website: <https://uwofa.ca/>

ACADEMIC FREEDOM

1. The essential functions of a university are the pursuit, creation, and dissemination of knowledge through Research and other scholarly and creative activities, and by Teaching. Academic Freedom is essential to these functions and ensures the right of Members to teach, investigate, and speculate, and/or to create or perform works of art, without deference to prescribed doctrine. Furthermore, universities are communities in which the right to criticize all aspects of society is valued and respected. These rights are to be understood as central to the protection of the public interest and the pursuit of truth.

2. Academic Freedom specifically entails, but is not necessarily limited to, the right to:

- a) conduct Research and to publish the results thereof in media, and according to a schedule, deemed appropriate by the Member(s) concerned, subject to the provisions of any contract with a third party that imposes a delay on the publication of the Member's Research. Any contractual arrangement concerning Research shall comply with standards of research conduct that membership in a professional body may impose on that Member, with the Articles *Intellectual Property* and *Academic Responsibilities of Members*, with relevant federal and provincial statutes, and with regulations and policies promulgated by Senate or the Board of Governors which are not in conflict with this Collective Agreement, for the protection of researchers, human subjects, the health and safety of the public, and the welfare of laboratory animals;
- b) teach and discuss;
- c) select, acquire, disseminate, or critique documents or other materials in the exercise of the Member's Academic Responsibilities;

- d) criticize the Employer, the Association or any corporate, political, public or private institution; and
- e) create, exhibit, perform or adjudicate works of art; all without deference to prescribed doctrine.

3. The Employer and the Association agree to uphold and protect the principles of Academic Freedom as specified herein and not to infringe upon or abridge them.

4. The exercise of Academic Freedom, as described in this Article, shall not cause the imposition of any penalty or reprisal on a Member by the Employer or the Association. Neither shall the Employer or the Association countenance the restraint of Academic Freedom or the imposition, arising from its exercise, of any penalties or reprisals upon Members by any person, institution, agency or corporation with whom the Employer or the Association does business, or by any *Academic Freedom* donor to the University or the Association, or from any source within the University.

5. The credibility of the principles of Academic Freedom depends upon a collective commitment to exercise these principles in a manner consistent with the scholarly obligation to base research and teaching on an honest and ethical search for knowledge.

6. Academic Freedom does not require neutrality on the part of a Member nor does it preclude commitment on the part of a Member. Rather, Academic Freedom makes such commitment possible. Academic Freedom also carries the responsibility to respect the rights and freedoms of others. In particular, Members are expected to recognize the right of other members of the academic community—faculty, staff, and students—to express their opinions. Academic Freedom does not confer legal immunity or legal defence by the Employer in respect of positions that may be taken but which are not specifically sanctioned by the Employer, nor does it diminish the obligation of Members to meet their responsibilities to the Employer.

7. Members shall not purport to speak on behalf of the Employer or the Association unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the Employer. A statement of Membership or position in the Association shall not be construed as an attempt to speak on behalf of the Association.

8. The Parties endorse and subscribe to the statement defining Academic Freedom in the context of libraries and expressing the responsibility of libraries to uphold Academic Freedom, given originally as the Canadian Library Association's *Statement on Intellectual Freedom* (see Appendix B).



Institution: University of Windsor, Windsor, ON.

Faculty Association: Windsor University Faculty Association

Agreement Duration: 2011-2014

Website: <http://www.wufa.ca>

ARTICLE 10 ACADEMIC FREEDOM

10:01 The fundamental purpose of the University and its unique contribution is the search for new knowledge and the free dissemination of what is known. Academic freedom in universities is essential to both these purposes in the teaching function of the University as well as in its scholarship, research, and creative work.

10:02 Each member shall be free in the choice and pursuit of research consistent with the objectives and purposes of the University and in the publication of the results, subject only to the normally expected level of performance of her/his other duties and responsibilities.

10:03 Each member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to her/his subject. The University shall not require conformity to any religious beliefs, doctrines or practices.

10:04 The University shall not impose supervision or other restraints upon, nor will it assume responsibility for, what is said or written by a member acting as a private citizen. However, as a person of learning she/he shall exercise good judgment and shall make it clear that she/he is not acting as a spokesperson for the University.

10:05 The University shall expect and encourage each member to participate in, and contribute new ideas to, the promotion of the objectives of the University. Furthermore, it shall respect the right of each member to disagree with academic or administrative decisions. However, criticism of, or advocacy of changes in, the policies, programs or administrative practices of the University shall be in the proper academic tradition of reasonable discussion.



THE UNIVERSITY OF WINNIPEG

Institution: University of Winnipeg, Winnipeg, MB

Faculty Association: University of Winnipeg Faculty Association

Website: <http://uwfa.ca/>

Agreement Duration: 2013-2016

ARTICLE 7: ACADEMIC FREEDOM

7.01 The search for knowledge and its free exposition are fundamental characteristics of the continuing self-examination necessary to maintain a dynamic, free and vital society. In this context, Members shall not be hindered in the exercise of academic rights and shall be entitled to academic freedom. Academic freedom includes the right, without restriction by prescribed doctrine, to learn; freedom to teach and discuss; freedom to carry out research and disseminate and publish the results thereof; freedom to produce and perform creative works; freedom to engage in service to the institution and the community; freedom to express one's opinion about the institution, its administration, or the system in which one works; freedom from censorship by either Party.

7.02 Academic freedom does not require neutrality. Rather, academic freedom makes commitment possible and may result in strong statements of beliefs and positions. The credibility and acceptability of the principle of academic freedom depends in part upon the freedom being used in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. Academic freedom implies a respect for the rights of others, a tolerance of other points of view and a duty to use that freedom in a responsible manner.

7.03 The Parties agree to uphold and to protect the principles of academic freedom and not to infringe unlawfully or unreasonably upon nor to abridge the academic freedom of any Member. Academic freedom does not confer legal immunity, nor does it diminish in any way the obligation of Members to meet their responsibilities and to conduct themselves in a manner consistent with this Agreement as a whole. A Member who is found to be acting reasonably and lawfully and in accordance with this Article on academic freedom, shall not be subject to any disciplinary action as defined in Article 31 in response to that conduct.

ARTICLE 14: Rights and Responsibilities of Members.

14.04 When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the exercise of academic freedom. Unless otherwise authorized, the Member shall not purport to speak or act on behalf of the Employer, but shall have the right to indicate his/her status within and affiliation with the University.