

ARTICLE 9 - *Academic Freedom

- 9.1 (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.

9.2 Freedom of Information and Protection of Privacy Act

- 9.2.1 Except as herein recognized, the parties recognize the principle of Academic Freedom and the customary practice of the Employer that ensures that records created or kept by a member on the Employer's premises or electronic systems and devices (including backups) are not under the Employer's custody and control.
- 9.2.2 The parties recognize that only the following classes of records created or kept by members in the performance of the Employer's mandate in teaching, research and administration are within the employer's custody and control:
- a) records pertaining to the general requirements to be met by students in a class, course or degree;
 - b) records antecedent to the setting of a student's mark or the evaluation of a thesis, for the duration that the mark or thesis is subject to appeal;
 - c) financial records pertaining to the administration of research funds, to the degree, and for the duration, that sponsors of the research require auditability; and
 - d) records pertaining to supervisory and administrative duties performed by members in their capacity as President, Vice-President (and associate, assistant, etc. Vice-President), Dean, Vice-Dean (and associate, assistant, etc. Vice-Dean), and director/chair of an academic unit.

The parties agree that disclosure of these records is subject to the principle of Academic Freedom and to any statutory exceptions and exemptions of the Freedom of Information and Protection of Privacy Act (FIPPA).

9.2.3 Where the employer receives an information request or notice of mediation or appeal under FIPPA, or a judicial review thereof, implicating a member's records or information about that member, the employer shall within three (3) working days provide copies to the member and the Association, including the identity of the applicant.

9.2.4 Any information relating to a member shall not be disclosed to the requestor unless the member is first given a copy of the documents in question and is provided twenty (20) working days to comment on the proposed disclosure and recommend any changes. If the member recommends changes to the disclosure at any stage in the process, that request shall not be unreasonably refused.

9.2.5 In fashioning any proposed response to the requestor, the employer shall respect and uphold the principle of Academic Freedom as set out in this article.

9.2.6 The parties agree that all records created or kept by a member will not be searched, monitored or otherwise interfered with, save by order of a competent court or tribunal and notice to the member.

9.2.7 The parties recognize that in cases where the records may be subject to disclosure, the employer will request the assistance of the member to search her records and to provide the relevant information subject to 9.2.1 and 9.2.2 and excluding any records that the member finds to be of a personal nature, records that are protected under Academic Freedom, and records that are subject to any statutory exceptions and exemptions by FIPPA. When the employer requests that the member search their records, the member shall make reasonable efforts to respond to the request subject to her availability and workload obligations.

9.2.8 Where pursuant to FIPPA, the employer discloses a member's records or information about that member, the employer shall simultaneously provide the member a copy of the records disclosed.

9.2.9 The provisions of this Article also apply to a former member.