

Conflict of Interest

1. In this Article, relationship means any relationship of the Member to persons of their 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. \$ Q DFWXDO RU DSSDUHQW FRQIOLFW 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 OHPEHU\ V UHVS RQVLELOLW\ WR WKH 8 Q 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 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

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

- 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.

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- f) such other information as may be reasonably required by the Dean to make an informed determination on the matter.
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.
 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.
 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.
 16. A Paid Professional Activity is an activity funded by sources other than the 8QLYHUVLW\ ZKLFK DULVHV IURP WKH 0HPEHU¶V DFDGH which confers a financial benefit.
 - 16.1 Each Member who engages in significant Paid Professional Activities outside the 0HPEHU¶V \$FDGHPLF 5HVSRQVLELOLWLHV LQ WKH SUHY D 3DLG \$FWLYLWLHV 5HSRUW 5HODUHG RI WKH 0HPEHU¶V