

TERMS OF REFERENCE FOR THE OFFICE OF THE OMBUDSPERSON

Office Functions

1. The Office of the Ombudsperson (hereinafter called "**the Office**") is operated under the aegis of the Ombudsperson Advisory Committee (OAC). It is intended to serve all University of Victoria students, former students, persons who have applied to become students (hereafter collectively referred to as *students*), and other members of the University community. The Office shall have the following functions:
 - a) The Office shall serve as a general **information** centre for students regarding all University procedures from which concerns or complaints may arise. The Office shall advise students of their rights and responsibilities and shall inform them of their options and the procedures to follow for dealing with their concerns.
 - b) The Office shall act as an **impartial investigator** of students' complaints and may initiate investigations on the Ombudsperson's own motion; where necessary, the Office shall bring findings and recommendations to the attention of the appropriate authorities.
 - c) The Office does not replace established channels but may offer **advice, facilitation or mediation** as appropriate at any stage to assist in the resolution of students' complaints.
 - d) Although it does not have the authority to make policy or to replace established University procedures, the Office may make **recommendations** for improvement to policies, procedures and practices.
 - e) In the course of investigation and in bringing recommendations forward, the Office shall be concerned with **fairness** and seek to ensure that the principles of **natural justice** are observed. Where the Office is satisfied that the requirements of these principles have been met, the Office has the right to terminate involvement in the case.

Office Operations

2. The operations of the Office shall adhere to the following guidelines:
 - a) The Office adheres to the principles and standards of practice of the Association of Canadian College and University Ombudspersons (ACCUO)

- b) The Office shall operate independently of University of Victoria (“**the University**”), the Board of Directors of the University of Victoria Students' Society (“**the UVSS**”) and the Executive Board of the Graduate Students’ Society (“**the GSS**”).
- c) The Ombudsperson will avoid conflicts of interest and refrain from activity that could compromise the independence of the Office.
- d) All dealings with the Office are confidential and all Office files are for the exclusive use of the Office.
- e) Notwithstanding the above, the Office is not required to maintain confidentiality in cases involving the commission of a serious crime or where, in the opinion of the Ombudsperson, there is an imminent risk of physical harm or abuse.
- f) The Office shall have access to persons, information and files pertaining to a student provided the student has given written permission to the Office; the Office may have access to other information and files needed to fulfil the functions of the Office as per the memorandum of Agreement between the UVSS, the GSS and the University.
- g) The Office shall keep a suitable record of grievances, findings, and recommendations. Historical files may be destroyed after a period of one year with no action. Statistical records shall contain no individual identifiers.
- h) The Office shall report on office operations at the end of the following periods: January 1 to June 30; July 1 to December 31; and shall file with the Ombudsperson Advisory Committee (OAC) statistical reports to cover those terms. Subsequent to the Committee’s review, annual reports shall be presented to Senate and distributed widely to the University Community.
- i) Where in the course of the Office's operations it becomes evident that there are recurring problems, gaps or inadequacies in University procedures, the Office may seek the advice of the OAC on possible strategies and actions, which may include bringing these matters to broad attention of the University Community.
- j) The Office shall publicize its operations using funds available for that purpose.
- k) Any complaint about the application of these Terms of Reference by the Office should be addressed to the Ombudsperson Advisory Committee (OAC).

Terms and Conditions of Employment

3. The Office shall be staffed by an Ombudsperson selected by the Ombudsperson Advisory Committee and employed by the UVSS.
 - a) The first six months of employment shall be a probationary period.
 - b) At the completion of the probationary period, and after consideration of one semi-annual report, the Ombudsperson Advisory Committee shall conduct a performance review and shall advise the incumbent in writing of the Committee's intention concerning continuance of the incumbent in the position.
 - c) Upon successful completion of the probationary period, the Ombudsperson may only be terminated for cause. The Ombudsperson Advisory Committee shall develop procedures to be employed when termination is proposed, and shall be guided by standard procedures in force at the University of Victoria.
 - d) The OAC will conduct an annual performance appraisal of the Ombudsperson, from the date of confirmation in the position, throughout the term of employment.
 - e) The Ombudsperson shall be entitled to a vacation period of 15 days each calendar year. The first years vacation entitlement will be prorated. Each year this shall increase by (1) working day per year of consecutive service to a maximum of thirty-one (31) working days.
 - f) Upon being eligible, the Ombudsperson will participate in the UVSS RRSP program
 - g) The Ombudsperson may participate in supplemental employee benefit plan available to affiliated employees of the UVSS.
 - h) The UVSS will reimburse the Ombudsperson for automobile expenses incurred by the Ombudsperson during the performance of those services relating to the Ombudsperson's employment by the UVSS at the rate from time to time consistent with the collective agreement for unionized staff. For purposes of this Section 2.5, the phrase "automobile expenses" does not mean or include expenses related to lease payments, insurance premiums, repairs to or the maintenance of the Ombudsperson's automobile or coming to or from work from home.

- i) Subject to Section 2.5 and the bylaws, regulations and policies of the UVSS, the UVSS shall reimburse the Ombudsperson for all reasonable expenses actually incurred during the performance of those services relating to the Ombudsperson's employment by the UVSS. For expenses over \$100.00 the Ombudsperson shall seek Committee approval prior to incurring the same.
- j) The Ombudsperson shall at no time during this Agreement or at any time subsequent to its termination, regardless of the reason for termination, disclose to any person or entity, or use for personal gain directly or indirectly, any confidential information pertaining to the UVSS, GSS, UVic, or clients serviced by the Ombudsperson during this Agreement.
- k) The Ombudsperson shall be encouraged to maintain an active interest in the affairs of the University of Victoria and shall be eligible for appointment as a non-voting member to University Committees where the incumbent meets the requirements under said Committees' terms of reference or upon invitation to participate.

APPROVED: January 9, 1995
Last Amended: July 31, 2019