



Collective Agreement  
between  
The University of British Columbia  
and  
the Faculty Association  
of  
The University of British Columbia  
  
July 1, 2006 to June 30, 2010



## TABLE OF CONTENTS

<b>1. Agreement on the Framework for Collective Bargaining . . .</b>	<b>6</b>
i) Letter of Understanding 1 Re Deputy University Librarian . . . . .	27
ii) Letter of Understanding 2 Re Transition Period . . . . .	28
iii) Letter of Understanding 3 Re Facilitated Discussion . . . . .	29
<b>2. Agreement on Salaries and Economic Benefits . . . . .</b>	<b>31</b>
i) July 1, 2006 to June 30, 2010 . . . . .	31
ii) Subsidiary Agreement between The University of British Columbia and the Faculty Members of the Faculty of Commerce and Business Administration (Sauder School of Business) . . . . .	53
iii) Letter of Agreement Re Fiscal Dividend . . . . .	55
<b>3. Leave of Absence . . . . .</b>	<b>57</b>
<b>4. Agreement on Conditions of Appointment for Faculty . . .</b>	<b>64</b>
i) Letter of Understanding 4 Re 12-Month Lecturers . . . . .	96
ii) Letter of Understanding 5 Re Types of Appointments and Titles and Ranks . . . . .	97
iii) Letter of Understanding 6 Re Procedures for Appointment, Reappointment, Tenure and Promotion, and Periodic Review for Promotion (Articles 5 and 9) . . . . .	99
iv) Letter of Understanding 7 Re Appointments Involving Salaries from Non-University Funds (Article 8.02) . . . . .	100
<b>5. Agreement on Conditions of Appointment for Librarians</b>	<b>102</b>
i) Memorandum of Understanding re Hourly-Paid Librarians . . . . .	119
<b>6. Agreement on Conditions of Appointment for Program Directors in Continuing Studies . . . . .</b>	<b>120</b>
<b>7. Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members . . . . .</b>	<b>128</b>

i) Letter of Understanding re Calculation of Length of Service . . . . .	143
ii) Memorandum of Agreement Re Tutors in Distance Education and Technology . . . . .	145
<b>8. Agreement on Reduced Appointments . . . . .</b>	<b>148</b>
<b>9. Agreement on the Termination or Non-Renewal of Faculty Appointments for Financial Exigency . . . . .</b>	<b>153</b>
<b>Index . . . . .</b>	<b>173</b>

# PREFACE

November 1, 2006

Dear Colleagues:

We are pleased to provide you with the Collective Agreement between the University of British Columbia and the Faculty Association for the period July 1, 2006 to June 30, 2010.

This Collective Agreement replaces the Collective Agreement for the period July 1, 2004 to June 30, 2006.

The Collective Agreement defines rights of members and is essential reading for members of the Faculty Association and administrators alike in such critical activities as consideration for promotion and tenure, collective bargaining between the Association and the University, and the proper conduct of grievances.

The Collective Agreement should be read in conjunction with other documents including:

1. UBC Policies, available on-line at [www.universitycounsel.ubc.ca/policies/index.html](http://www.universitycounsel.ubc.ca/policies/index.html), and
2. publications from Human Resources that provide details about benefits, available on-line at [www.hr.ubc.ca](http://www.hr.ubc.ca).

If you have questions about the interpretation or implementation of the Collective Agreement, please contact either:

<b>Vancouver Campus</b>	<b>Okanagan Campus</b>
<b>Faculty Association</b> <b>faculty@interchange.ubc.ca</b>	
<b>604-822-3883</b>	<b>250-807-9240</b>
<b>Or</b>	
<b>Faculty Relations</b> <b>604-822-1897</b> <b>fr@exchange.ubc.ca</b>	<b>Human Resources</b> <b>250-807-8622</b> <b>george.athans@ubc.ca</b>

Sincerely,

**Brenda Peterson**  
*President*  
Faculty Association

**Stephen J. Toope**  
*President & Vice-Chancellor*  
The University of British Columbia

## AGREEMENT ON THE FRAMEWORK FOR COLLECTIVE BARGAINING

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 knowl-  
edge and understanding through research and teaching and that aca-  
demic 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 fulfilment 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 pre-  
serving 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 integ-  
rity of the University's forum. Such behaviour cannot be tolerated;

AND HAVE AGREED AS FOLLOWS:

**Article 1. Interpretation**

1.01 For the purpose of this Agreement:

“Academic unit” means a Faculty, a Department, the Library, Continuing Studies, a School or equivalent body;

“Association” means the Faculty Association of The University of British Columbia;

“Component Agreement” means an agreement between The University and the Association on any one of the following agreements: *Agreement on Conditions of Appointment for Faculty, Agreement on Conditions of Appointment for Librarians, Agreement on Conditions of Appointment for Program Directors in Continuing Studies, Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members;*

“Executive” means the Executive of the Faculty Association of The University of British Columbia;

“Faculty Member” shall mean any person having an appointment from the Board of Governors of The University of British Columbia as Sessional Lecturer, Lecturer, Instructor, Instructor I, Instructor II, Senior Instructor, Assistant Professor, Associate Professor, or Professor;

“Librarian” means a person appointed as a librarian or an archivist;

“Parties” means The University of British Columbia and the Faculty Association of The University of British Columbia;

“President” means the President of The University of British Columbia;

“Salary” means compensation which is received by members of the bargaining unit and which is subject to negotiations between the Parties and/or arbitration;

“Subsidiary Agreement” means an agreement between the University and the Association concerning members of an academic unit made in accordance with Article 9.02;

“University” means The University of British Columbia.

- 1.02 Wherever in this Agreement the singular or masculine is used, the reference shall include the plural or feminine where the context so requires.

## **Part A – Association Recognition Rights**

### **Article 2. Bargaining Unit**

#### 2.01

- (a) The bargaining unit shall consist of all persons appointed on a full-time or part-time basis as a Faculty Member, Librarian, Program Director in Continuing Studies, or equivalent position.
- (b) A person shall not cease to be a member of the bargaining unit if his or her employment by the University is changed from full-time (tenured or confirmed appointment) to part-time (tenured or confirmed appointment).

- 2.02 The Parties may from time to time agree to include additional persons in, or exclude persons from, the bargaining unit (see List of Exclusions in Appendix A as of the date of this Agreement).<sup>1</sup>

### **Article 3. Bargaining Agent**

The University recognizes the Association as the sole collective bargaining agent for all members of the bargaining unit. Further, it is recognized by the Parties that the ratification of the document (letter dated November 10, 1999, from the Vice President Academic and Provost to the President of the Association) by the Parties had the effect of voluntarily recognizing the Faculty Association under the *Labour Relations Code*.

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<sup>1</sup> See also *Letter of Understanding 1 re Deputy University Librarian*

#### **Article 4. No Discrimination**

- 4.01 There shall be no discrimination regarding any term or condition of employment by reason of sex, sexual orientation, age (other than the normal provisions relating to retirement<sup>2</sup>), race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability (provided that such condition does not interfere with the ability to carry out the essential duties of the position), or membership or non-membership in, or activities on behalf of, the Association. The University, the Association, Faculty Members, Librarians and Program Directors are committed to fostering a positive working climate of mutual respect in which all members of the University Community – students, faculty, staff and visitors – are able to study and work free from harassment and discrimination.
- 4.02 In keeping with the requirements of the Federal Contractors Program, to which the University is committed, the University and the Association agree to the principle of employment equity for all groups as may be designated in Federal and Provincial legislation, or as agreed to by the Parties. This principle ensures opportunities in hiring, promotion and tenure for members in designated groups and ensures no systematic barriers exist to the full participation of these groups in the workplace.

#### **Article 5. Recognition of Representatives**

The University shall recognize the President of the Association and members of the Executive, or persons designated by the Executive, for the purpose of relations between the University and the Association arising out of this Agreement.

#### **Article 6. Check-Off of Association Dues**

- 6.01 The University shall make it a condition of employment of members of the bargaining unit that each such member shall pay either to the Association or to a recipient agreed upon annually by the University and the Association an amount equal

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2 See *Letter of Understanding 3 re Facilitated Discussion*

to the membership dues in the Association fixed annually in accordance with its Constitution.

6.02 The University shall honour a written assignment of salary of a member of the bargaining unit except where the assignment is revoked by the assignor.

6.03 The assignment pursuant to Article 6.02 shall be substantially in the following form:

“To The University of British Columbia: Until this assignment is revoked by me in writing I hereby authorize you to deduct from my salary a sum equal to the membership dues in the Faculty Association fixed annually in accordance with its Constitution, and to pay that sum to the Faculty Association or to a recipient agreed upon by the University and the Association.”

6.04 The University shall deduct once monthly from the salary of each member of the bargaining unit the amount specified in Article 6.01 above and, subject to Article 6.05 below, shall within one (1) month forward to the Association the total amount of dues collected together with a list of members of the bargaining unit from whom deductions were made in that month.

6.05 Where a member of the bargaining unit objects to membership in the Association and directs the University not to pay to the Association the amount equal to the membership dues that have been deducted from his salary in accordance with Article 6.04 above, such amount shall be paid to the recipient specified in Article 6.01 above.

6.06 The University shall carry out its obligations under Articles 6.01 and 6.04 above to the extent that it has the lawful right to do so.

## **Article 7. Membership Information**

Recognizing the rights of members of the bargaining unit to protection of privacy and access to personal information, the University and the Association agree:

- a) the University shall provide the Association with a list of members and basic employment information in an electronic form on a monthly basis (the FACSNAAP report). The Association will use this information in a manner consistent with its duties under the *Labour Relations Code*, and its responsibilities under the Personal Information Protection Act;
- b) upon request to the Head of Department, the Dean of the Faculty, or equivalent, a member has the right to view his or her file at a mutually convenient time.

## **Part B – Collective Bargaining**

### **Article 8. Duty to Bargain in Good Faith**

The Parties shall bargain in good faith and shall make every reasonable effort to conclude a renewal of this Collective Agreement.

### **Article 9. Procedures for Collective Bargaining**

#### 9.01

- a) A Party may, by written notice given no earlier than January 1 and no later than March 1 prior to the expiry date of the Collective Agreement, call upon the other Party to enter into collective bargaining.
- b) If notice is given pursuant to Article 9.01(a), collective bargaining shall commence on or after March 1 in the final year of the term of this Collective Agreement.

9.02 When the Association authorizes the members of an academic unit to bargain for a Subsidiary Agreement, it shall notify the University of such authorization and of its scope no later than October 15th of the year preceding the expiry date of the Collective Agreement. A copy of an authorization signed by the President of the Association shall be sufficient evidence of the authority of the members of an academic unit to enter collective bargaining for a Subsidiary Agreement.

9.03 Notice by either the Association or the University to bargain a Component Agreement must be made to the other Party no later than January 1st of the year preceding the expiry date of the Collective Agreement.

9.04 Where either authorization has been made for the negotiation of a Subsidiary Agreement in accordance with Article 9.02 above and/or a notice has been served in accordance with Article 9.03 above, the Parties shall first bargain these agreements, beginning no earlier than January 1st in an effort to conclude agreements by March 31st or such other dates as agreed by the Parties. A Component or Subsidiary Agreement shall not contain a provision for collective bargaining to change any part of the Component, Subsidiary or overall Collective Agreement during the term of the Collective Agreement.

The Parties then shall bargain collectively to conclude a Collective Agreement including:

- a) any matters affecting only a Component or Subsidiary Agreement, if applicable; and
- b) those parts of the Collective Agreement applicable to all members of the bargaining unit including the term of the agreement.

9.05

- a) The negotiations under this Article shall not be concluded until the University has been officially notified of the operating grant allocated to it by the Province of British Columbia.
- b) If agreement has not been reached on the Collective Agreement within six (6) weeks of the receipt by the University of official notification of the operating grant allocated to it, or another date agreed to by the Parties, the matters in dispute shall be submitted to arbitration in accordance with Article 11.

## 9.06 Joint Consultation

- a) The parties agree to establish a consultation committee, which shall meet regularly in accordance with Section 53 of the *Labour Relations Code*.
- b) On the request of either party, the parties must meet at least once every 2 months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

### **Article 10. Request for Funds**

The University agrees to use its best efforts to obtain the funds needed to meet its obligations incurred in accordance with this Agreement.

### **Article 11. Arbitration (Interest)**

#### 11.01

1. The members of the Arbitration Board to act under Article 21 below shall be chosen by agreement of the Parties from the panel established pursuant to Article 21.11 below, provided that if one or more of the persons so selected from the panel cannot serve, the Parties shall agree to appoint to the Board a person or persons who are not on the panel. If the Parties are unable to agree on the members of the Board within fourteen (14) days of the commencement of meetings to choose them, either Party may request the Director of the Arbitration Bureau to make the necessary appointment or appointments to complete the membership of the Board. The chair of the Board shall be chosen from among its three members by agreement of the Parties, provided that if the Parties are unable to agree on a chair within one (1) week of the appointment of the three members of the Board, they shall request the said Director to appoint the chair.
2. No person shall serve as a member of the Arbitration Board who is or has recently been a Faculty Member or other employee of the University.

3. No member of the Arbitration Board shall act as an advocate of either Party.

#### 11.02

- a) The Arbitration Board shall take office within one (1) week of its having been constituted.
- b) The Parties shall submit to the Arbitration Board the items on which agreement has not been reached.
- c) The Arbitration Board shall hold one or more hearings with the Parties in order to give them the opportunity to make such written and oral representations as they desire.
- d) The Arbitration Board shall complete the hearings with the Parties within twenty (20) days of taking office and shall deliver an award within fourteen (14) days of the completion of the hearings.
- e) In making its award, the Arbitration Board shall give first consideration to the University's ability to pay the cost of an award from its general purpose operating funds. In doing so, with due regard to the primacy of the University's academic purpose and the central role of Faculty Members, Librarians and Program Directors in achieving it, the Arbitration Board shall take account of the University's need to preserve a reasonable balance between the salary of members of the bargaining unit and other expenditures. If the Arbitration Board is satisfied that the University has the ability to pay the cost of an award, it shall base its award on the following criteria:
  - i) the need for the University to maintain its academic quality by retaining and attracting Faculty Members, Librarians, and Program Directors of the highest caliber;
  - ii) changes in the Vancouver and Canadian Consumer Price Indices;

- iii) changes in British Columbian and Canadian Average Salaries and Wages; and
  - iv) salaries and benefits at other Canadian universities of comparable academic quality and size.
  - f) The Arbitration Board shall use its best efforts to achieve a unanimous award.
  - g) Subject to the above provisions, the provisions in Article 21.14 apply to an arbitration under Article 11.
- 11.03 The award of the Arbitration Board whether it be unanimous or by a majority shall be final and binding on both Parties.
- 11.04 The expenses of the arbitration shall be borne equally by the University and the Association, provided that where arbitration is initiated by the members of an academic unit in accordance with Article 9 and the Association does not take part in the proceedings, the expenses shall be borne by the University and the members of the academic unit concerned.

## **Article 12. Prohibition of Strikes and Lockouts**

12.01 For the purpose of this Article:

“Strike” includes a cessation of work, or a refusal to work, or a refusal to continue to work, or an act or omission that is intended to, or does, restrict or limit services by members of the bargaining unit in combination or in concert, or in accordance with a common understanding;

“Lockout” includes the closing of the University or of any of its facilities, a suspension of the work of members of the bargaining unit, or a refusal to continue to employ a number of members of the bargaining unit.

12.02 The Association shall not declare, authorize, ratify, or in any way participate in a strike of members of the bargaining unit while this Collective Agreement continues to operate, and no mem-

ber of the bargaining unit shall strike during the period.

- 12.03 The University shall not lock out members of the bargaining unit while this Collective Agreement continues to operate.
- 12.04 There will be no disciplinary action against any member who, as a matter of conscience, chooses not to cross a picket line at the workplace when that picket line has been established pursuant to a labour dispute.

## **PART C – Rights and Practices**

### **Article 13. Notification of Workload**

The Head of each academic unit shall notify members annually of the unit's general approach to workload. Prior to finalizing workloads, the Head shall offer the opportunity for members of the unit to provide their views and relevant information pertaining to workloads.

### **Article 14. Non-Interference with Rights under Agreement**

The University shall not impose any condition upon the appointment of a Faculty Member or member of the bargaining unit that would restrain that person from exercising rights under this Agreement, or under any Collective Agreement or Subsidiary Agreement.

### **Article 15. Allocation of Discretionary Funds**

- 15.01 The limitations on the right of the University to bargain separately with individual members of the bargaining unit imposed by this Agreement shall not be interpreted as placing any restriction on the discretion of the University to allocate funds placed at its disposal, as a result of a Collective Agreement, for dealing with inequities and anomalies in salaries of members of the bargaining unit.
- 15.02 If collective bargaining for the year has been concluded and no provision has been made for a salary increase, the University may nevertheless allocate funds for dealing with inequities and anomalies to an amount not exceeding 0.15% of the salaries

of those who were members of the bargaining unit on June 30 of the preceding academic year and who continued to be such members on July 1 immediately following.

- 15.03 Prior to allocating funds provided for in Article 15.02 above, the President shall inform the President of the Faculty Association in confidence of the name of the intended recipient, the increase to be received, and of the rationale for it.

#### **Article 16. Preservation of the Traditional Role of the Association**

- 16.01 Nothing in this Agreement shall be interpreted as restricting the role of the Association in representing the interests of its members at the University. The University recognizes that this role traditionally has extended, and will continue to extend, beyond the matters to which the Agreement relates.
- 16.02 The University shall reduce the teaching load of the President of the Association by fifty (50) per cent or the equivalent thereof during his or her term of office without any reduction in salary or benefits.
- 16.03 In applying the criteria for reappointment, appointment without term, promotion, and salary increases and similar benefits, the contribution made by the President of the Association and members of the Executive to the Association shall be considered to be service to the University.

#### **Article 17. Preservation of Past Rights and Practices**

Subject to this Agreement or any amendments thereto or to any Collective Agreement the University agrees not to change rights of or practices relating to Faculty Members or members of the bargaining unit that traditionally have been the subject of consultation and discussion without appropriate consultation and discussion at the Departmental, Faculty or University level.

#### **Article 18. Right of Access to CAUT**

Nothing in this Collective Agreement shall prevent a member of the bargaining unit from invoking the assistance of the Canadian

Association of University Teachers (CAUT) at any time.

### **Article 19. Liability Insurance**

- a) The University shall provide insurance coverage in respect of the liability of members acting within the scope of their normal course of employment, to the extent provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE) policies.
- b) A copy of the policies of insurance, as amended from time to time, shall be provided to the Association.
- c) Responsibility for the management of any claim covered by the University's insurance policies rests solely with the Insurer.

## **Part D – Grievances and Settlement of Disputes**

### **Article 20. Informal Settlement**

- 20.01 Nothing in this Collective Agreement shall prevent the Parties from the use of informal means to settle grievances and disputes.
- 20.02 Nothing in this Agreement shall prevent a member of the bargaining unit from seeking advice and representation from the Faculty Association at any time nor shall the University or any of its representatives through intimidation, threats of termination of appointment, or by any other kind of threat, seek to prevent a member from doing so.
- 20.03 The use of informal means to settle disputes shall not affect the right of a member of the bargaining unit or the Association to invoke the procedures of Article 21 below.

### **Article 21. Grievance and Arbitration under Agreements**

#### 21.01 Definitions

For the purpose of this Article:

“Agreement” means this agreement and any Collective Agreement between the University and the Association;

“Days” means calendar days, excepting statutory holidays;

“Head” means Head of a Department, or the equivalent position in Institutes and Schools;

“Faculty Association representative” means a person authorized by the Association to represent its members;

“Grievance” means a dispute between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement including a question as to whether a matter is arbitrable.

21.02 The Faculty Association shall annually provide to the University a written list of representatives, with updates as required on a timely basis.

21.03 Informal Complaints: Head or Dean

If a member of the bargaining unit (or a group of members) has a complaint or concern that may give rise to a formal grievance, the member(s) should make every reasonable effort to discuss this matter with the head of their Academic Unit. Any such discussion is to occur within twenty-eight (28) days of the occurrence of the incident giving rise to the complaint or within twenty-eight (28) days of reasonably becoming aware of the incident. The purpose of this discussion is to resolve the matter informally. If the matter is not resolved, the member(s) may decide to lodge a formal grievance.

21.04 Formal Grievance:

A formal grievance is lodged when the Association submits a written grievance to the Vice President Academic. Such a formal grievance shall be submitted within twenty-eight (28) days of the occurrence of the incident giving rise to the grievance or within twenty-eight (28) days from the date of reasonably becoming aware of the incident.

The formal grievance shall be in writing and shall set out:

a) the grievor’s name, rank, campus address and telephone;

- b) a description of the facts of the grievance making reference to the provisions of the Collective Agreement on which the grievance is based;
- c) the remedy sought by the grievor to resolve the dispute.

21.05 The Vice President Academic will inform the Association and, where applicable, the individual grievor, within fourteen (14) days of receipt of the grievance as to whether the grievance is to be initially heard by the Dean or the Vice President Academic.

21.06 Formal Grievance: the Dean

- a) The Dean shall arrange a meeting within fourteen (14) days of receipt of the grievance from the Vice President Academic;
- b) Within fourteen (14) days after a grievance is heard by the Dean, he or she shall provide a written disposition to the Association and, where applicable, a copy to the individual grievor;
- c) If the grievance disposition by the Dean does not resolve the grievance, the grievor may, within fourteen (14) days of receipt of the disposition, submit the grievance together with a copy of the Dean's disposition to the Vice President Academic;
- d) The Vice President Academic or designate shall arrange a meeting with the grievor to hear the grievance within fourteen (14) days of receipt of the grievance;
- e) Within fourteen (14) days of the hearing of the grievance, the Vice President or designate shall provide a written disposition of the grievance to the Association and, where applicable, a copy to the individual grievor.

21.07 Formal Grievance: the Vice President Academic

Where the grievance is to be heard directly by the Vice President Academic or designate then the grievance hearing would be arranged within fourteen (14) days of receipt of the grievance by

the Vice President Academic. Within fourteen (14) days of the hearing of the grievance, the Vice President Academic or designate shall provide a written disposition of the grievance to the Association and, where applicable, the individual grievor.

- 21.08 In the case of a University grievance, the grievance shall be stated in writing to the President of the Association in a format similar to Article 21.04.
- 21.09 A representative of the Association shall be present at all stages of the formal grievance and arbitration procedures, and may represent the grievor during these procedures. Neither the grievor nor either Party may be accompanied by or represented by legal counsel during any stage of the grievance procedure except arbitration unless mutually agreed by the Parties.
- 21.10 All decisions regarding the proceeding to arbitration on any grievance initiated by the Association or a member of the bargaining unit lie with the Faculty Association. If the Association decides to carry forward the grievance it shall, within twenty-one (21) days of receiving the written disposition of the Vice President Academic, notify the Vice President Academic in writing that it wishes to proceed to Arbitration under this Article.
- 21.11 Composition of Arbitration Panel
- a) Each grievance shall be heard by an Arbitration Board of three arbitrators, unless the Parties agree in any given case that the arbitration shall be conducted by a single arbitrator.
  - b) The University and the Association shall agree on a panel of not more than five (5) individuals, and shall agree on the order in which they shall be listed on the panel of arbitrators. Three of the initial appointments to the panel shall be for a period of three (3) years and two shall be for a period of two (2) years. Thereafter appointments shall be for a period of three (3) years. Individuals on this panel shall also act as members of Arbitration Boards under Article 11 Arbitration (Interest), and shall chair Arbitration Boards.

The person to sit on and chair a given Arbitration Board shall be determined by selecting in order from the panel the first person who within four (4) months from the date on which written notification was given of submission to arbitration is available for arbitration. Within fourteen (14) days of receipt of notice of arbitration under Article 21.10 the Parties will jointly notify the next arbitrator on the list.

- c) If within sixty (60) days of the signing of this Agreement the Parties are unable to agree on any of the matters on which they are required to agree under (b) either Party may request the Director of the Arbitration Bureau to make the necessary appointment or appointments to complete the membership of the panel of arbitrators under Article 21.11 (b).
- d) For each arbitration the University and the Association shall each nominate a person to the Board, such nominees to be persons who are or have been Faculty Members at a Canadian university, including The University of British Columbia. A Faculty Member from The University of British Columbia who is excluded from the bargaining unit shall be ineligible for appointment.
- e) In an arbitration which relates to Librarians the nominee of a Party may be a person who holds or has held a position as a Librarian at a Canadian university, including The University of British Columbia.
- f) In an arbitration which relates to Program Directors the nominee of a Party may be a person who holds or has held a position as a Program Director at a Canadian university, including The University of British Columbia.

#### 21.12 Arbitration: Parties

The Parties to an arbitration shall be the University and the Association unless the Arbitration Board adds another Party.

### 21.13 Arbitration: Final and Binding

A unanimous or a majority decision of an Arbitration Board shall be final and binding.

### 21.14 Arbitration: Procedures

- a) Not less than thirty (30) days before the hearing is scheduled to commence the Parties shall exchange complete particulars of their respective cases, including the production of documents, names of witnesses, and summaries of their expected testimony if available.
- b) Not less than ten (10) days before the arbitration is scheduled to commence each Party shall provide to the other:
  - i) the documents to be introduced in evidence;
  - ii) a list of witnesses and a summary of their expected testimony.
- c) The Board has the discretion, on such terms as it sees fit, to admit evidence or hear testimony not exchanged under (a) or (b).
- d) At any time before an arbitration commences the Board or the Chair thereof may, on the application of either Party, issue directions for a pre-hearing conference to define and settle issues to be dealt with at the hearing, obtain admissions and agreed statement of facts and resolve any other issues prior to the hearing.
- e) When evidence is being exchanged in advance of a hearing or tendered during a hearing and the evidence was originally supplied on the understanding that the name of the person from whom it was obtained would not be disclosed, the substance of that evidence shall be made known without disclosing its source.
- f) The Arbitration Board shall conduct its proceedings in private.

- g) The representatives of the Association and the University and their counsel or other advisors shall be entitled to be present or represented at all meetings of the Board at which evidence is presented orally. The Association and the University shall be given the opportunity to present evidence to the Board concerning matters within the Board's jurisdiction and to cross-examine each other's witnesses and witnesses called by the Arbitration Board.
- h) If at any time when a dispute is before the Arbitration Board a resolution of the dispute satisfactory to the Parties is reached the Arbitration Board shall take no further action except that contemplated by the settlement.
- i) Without derogating from paragraphs (a) to (h), the Board may adopt such other rules and procedures as it sees fit.

#### 21.15 Arbitration: Costs

The fees and expenses of the chair of the three-person Arbitration Board and of a one-person Arbitration Board shall be shared equally by the Parties. Each Party shall bear the fees and expenses of its appointee to a three-person Board and any other expenses.

### **Part E - Final Clauses**

#### **Article 22. Extension of Time Limits**

The time limits specified in this Agreement may, unless otherwise provided, be varied by agreement of the Parties.

#### **Article 23. Ratification of Agreements**

Ratification by the Association requires:

- a) a majority vote of those voting in the group which is covered by a Component or Subsidiary Agreement; and
- b) a majority vote of those voting in the entire bargaining unit on the entire Collective Agreement

#### **Article 24. Entry into Force**

This Agreement shall enter into force upon signature by the President of the University and the President of the Faculty Association following ratification of the Agreement by the Board of Governors of the University, and ratification by the Association in accordance with Article 23 above.

#### **Article 25. Copies of the Agreement**

The University shall provide, at its own cost, one (1) copy of this Agreement to each member of the bargaining unit and provide the Association with two hundred and fifty (250) copies of the Agreement and of any amendments that may be made thereto, and with fifty (50) copies of any agreement made pursuant to this Agreement.

#### **Article 26. Duration of this Agreement**

This Collective Agreement shall be in force from July 1, 2006 until June 30, 2010 and thereafter until the earlier of the date of a new Collective Agreement is concluded between the Parties directly or by an Arbitration Board pursuant to Article 11.

#### **Article 27. Amendments**

Amendments to this Agreement may be made by agreement of the Parties at any time.

IN WITNESS WHEREOF the Parties have hereunto set their hands this 15th day of June 2006

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Brenda Peterson, *President*

## APPENDIX A<sup>3</sup>

The President of the University

The Vice Presidents of the University

The Deputy Vice Chancellor

Associate Vice Presidents of the University

Deans of Faculties or equivalent units

The Librarian

The Principal of the College of Health Disciplines

The Director of the Office of Budget and Planning

Faculty members appointed to the University's Negotiating

Committee for Collective Bargaining

Faculty members holding visiting appointments

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3 See also *Letter of Understanding 1 re Deputy University Librarian*

**LETTER OF UNDERSTANDING 1  
BETWEEN  
THE UNIVERSITY OF BRITISH COLUMBIA  
AND  
THE FACULTY ASSOCIATION OF THE UNIVERSITY  
OF BRITISH COLUMBIA**

**Re: Deputy University Librarian**

Pursuant to Article 2.02 of the *Agreement on the Framework for Collective Bargaining*, the parties agree to exclude the position of Deputy University Librarian from the bargaining unit.

Signed this day the 15th day of June 2006

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Brenda Peterson, *President*

**LETTER OF UNDERSTANDING 2**  
**BETWEEN**  
**THE UNIVERSITY OF BRITISH COLUMBIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE UNIVERSITY**  
**OF BRITISH COLUMBIA**

**Re: Transitional Period**

It is the intention of the Parties that the Collective Agreement for the period of July 1, 2006 to June 30, 2010 will consist of the *Agreement on the Framework for Collective Bargaining, Agreement on Conditions of Appointment for Faculty, Leave of Absence, Agreement on Conditions of Appointment for Librarians, Agreement on Conditions of Appointment for Program Directors in Continuing Studies, Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members, Agreement on Reduced Appointments, Agreement on the Termination or Non-Renewal of Faculty Appointments for Financial Exigency*. The Collective Agreement also includes all other collective agreements signed between the Parties, including terms and conditions surrounding sick leave and vacation.

The transitional period shall terminate with the first re-negotiation of the Collective Agreement entered into on July 1, 2010.

Signed this day the 15th day of June 2006

For The University of British Columbia:      For the UBC Faculty Association:

Martha Piper, *President*      Brenda Peterson, *President*

**LETTER OF UNDERSTANDING 3**  
**BETWEEN**  
**THE UNIVERSITY OF BRITISH COLUMBIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE UNIVERSITY**  
**OF BRITISH COLUMBIA**

**Re: Facilitated Discussion**

The University and the Faculty Association acknowledge that while they have raised certain issues for discussion in this round of bargaining, the nature of the time constraints in place did not permit a full dialogue and canvassing of interests and understandings. The parties agree that they need more time to work on these issues and that they need the assistance of a neutral third party to do so.

The University and the Faculty Association agree to engage in a process of facilitated discussion to attempt to resolve the following issues:

- If current discussions on mandatory retirement and its implications do not result in agreement between the parties by December 31, 2006, this matter will be referred to facilitated discussion;
- Standards for appointment, reappointment, tenure and promotion (Articles 3.04, 3.05 and 4.01(a) in the *Agreement on Conditions of Appointment for Faculty*); and
- If the Joint Committee on Types of Appointments and Titles and Ranks is not able to reach agreement by December 31, 2006, outstanding issues may be referred to facilitated discussion, beginning with consideration of Instructor titles and ranks and the 12-month Lecturer rank, followed by consideration of the role of Sessional Lecturers.

The facilitated discussion process entails the following:

1. The parties will agree upon a mutually acceptable facilitator no

later than July 15, 2006. This date may only be extended by mutual agreement. If no agreement is reached, the parties will each provide a list of three (3) names and a facilitator will be randomly selected from the names provided.

2. The facilitator will have full responsibility to determine his or her own procedures to conduct the discussions, including without limiting the generality of the foregoing, the ability to set meeting dates peremptorily, meet with either or both parties as appropriate, and consult with such other persons as he or she deems appropriate.
3. The facilitator will work with the parties to conclude these discussions no later than December 31, 2007. Any agreements reached will be binding and committed to writing by the facilitator.
4. In the event the parties are not able to resolve the issues between them, the facilitator shall issue non-binding recommendations, unless the parties decide otherwise. Any such recommendations must be issued no later than three (3) months following the conclusion of the facilitated discussions.
5. The fees and expenses of the facilitator will be shared equally between the University and the Faculty Association. The parties will meet with the facilitator to discuss the management of financial costs of this process.

Signed this day the 15th day of June 2006

For The University of British Columbia:      For the UBC Faculty Association:

Martha Piper, *President*      Brenda Peterson, *President*

# AGREEMENT ON SALARIES AND ECONOMIC BENEFITS

July 1, 2006 – June 30, 2010

THE UNIVERSITY OF BRITISH COLUMBIA and THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA have agreed as follows:

## **Article 1. Interpretation**

- 1.01 The definitions provided in Article 1 of the *Agreement on the Framework for Collective Bargaining* between the University and the Association shall apply to this Agreement.
- 1.02 For the purposes of this Agreement,
- a) “Continuing member of the bargaining unit” means a person who was a member of the bargaining unit on (1) June 30, 2006 and who continues to be a member of the bargaining unit (after July 1, 2006), (2) June 30, 2007 and who continues to be a member of the bargaining unit (after July 1, 2007), (3) June 30, 2008 and who continues to be a member of the bargaining unit (after July 1, 2008), and/or (4) June 30, 2009 and who continues to be a member of the bargaining unit (after July 1, 2009), but does not include any Sessional Lecturer;
  - b) “Sessional Lecturer” means a person who was appointed as a Sessional Lecturer during the period (1) July 1, 2005 to June 30, 2006 and who is re-appointed as a Sessional Lecturer during the period July 1, 2006 to June 30, 2007, (2) July 1, 2006 to June 30, 2007 and who is re-appointed as a Sessional Lecturer during the period July 1, 2007 to June 30, 2008, (3) July 1, 2007 to June 30, 2008 and who is re-appointed as a Sessional Lecturer during the period July 1, 2008 to June 30, 2009, and/or (4) July 1, 2008 to June 30, 2009 and who is re-appointed as a Sessional Lecturer during the period July 1, 2009 to June 30, 2010;

- c) “Part-time appointee” means a member of the bargaining unit who held a part-time appointment in the period (1) July 1, 2005 to June 30, 2006 and whose appointment continues or who is re-appointed in the period July 1, 2006 to June 30, 2007, (2) July 1, 2006 to June 30, 2007 and whose appointment continues or who is re-appointed in the period July 1, 2007 to June 30, 2008, (3) July 1, 2007 to June 30, 2008 and whose appointment continues or who is re-appointed in the period July 1, 2008 to June 30, 2009, and/or (4) July 1, 2008 to June 30, 2009 and whose appointment continues or who is re-appointed in the period July 1, 2009 to June 30, 2010;
- d) “2005/2006 salary” means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to his or her salary taking effect as of July 1, 2006 or in the case of new members, the salary at which they were appointed during July 1, 2005 to June 30, 2006;
- e) “2006/2007 salary” means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to his or her salary taking effect as of July 1, 2007 or in the case of new members, the salary at which they were appointed during July 1, 2006 to June 30, 2007;
- f) “2007/2008 salary” means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to his or her salary taking effect as of July 1, 2008 or in the case of new members, the salary at which they were appointed during July 1, 2007 to June 30, 2008;
- g) “2008/2009 salary” means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to his or her salary taking effect as of July 1, 2009 or in the case of new members, the salary at which they were appointed during July 1, 2008 to June 30, 2009.

**Article 2. Continuing Members of the Bargaining Unit:  
Salaries**

2.01 General Salary Increase

A General Salary Increase of 2% of the

- (1) 2005/2006 salaries of continuing members of the bargaining unit, divided equally between a flat dollar amount and a percentage increase, effective on July 1, 2006;
- (2) 2006/2007 salaries of continuing members of the bargaining unit, divided equally between a flat dollar amount and a percentage increase, effective on July 1, 2007;
- (3) 2007/2008 salaries of continuing members of the bargaining unit effective on July 1, 2008; and
- (4) 2008/2009 salaries of continuing members of the bargaining unit effective on July 1, 2009.

2.02 Occupational Market Increase

An Occupation Market Increase shall take effect as follows:

- 1) 0.68% of the 2005/2006 salaries of continuing members of the bargaining unit effective on July 1, 2006;
- 2) 0.86% of the 2006/2007 salaries of continuing members of the bargaining unit effective on July 1, 2007;
- 3) 1.31% of the 2007/2008 salaries of continuing members of the bargaining unit effective on July 1, 2008; and
- 4) 1.32% of the 2008/2009 salaries of continuing members of the bargaining unit effective on July 1, 2009.

2.03 Career Progress Increments (CPI)

A sum equal to 1.25% of the

- (1) 2005/2006 salaries of continuing members of the bargaining unit shall, effective on July 1, 2006;
- (2) 2006/2007 salaries of continuing members of the bargaining unit shall, effective on July 1, 2007;

- (3) 2007/2008 salaries of continuing members of the bargaining unit shall, effective on July 1, 2008; and
- (4) 2008/2009 salaries of continuing members of the bargaining unit shall, effective on July 1, 2009,

be allocated by way of CPI in accordance with the following provisions;

- a) CPI shall be composed of 0, 1/2, 1, 1-1/2, or 2 units, the value of 1 unit to be determined in the usual way, but not to be less than \$1000.00.
- b) Each continuing member of the bargaining unit shall be considered for a CPI in accordance with either Appendix A or B, depending on rank.
- c) The over-riding criterion for the award of CPI shall be satisfactory career progress. These increments, however, should in general be larger for those in the early rather than in the late stages of their careers.
- d) CPI may be withheld if, in the period in question, the member is demonstrating unsatisfactory progress in his or her career, based on the relevant criteria as outlined in Article 4 of the *Agreement on Conditions of Appointment for Faculty* and Article 3 of the *Agreement on Conditions of Appointment for Librarians* and Article 3 of the *Agreement on Conditions of Appointment for Program Directors in Continuing Studies*. Members who are within the schedule of CPI increments, but who do not receive CPI, must receive written reasons for such a decision in advance. In reaching such a decision, the Heads (or Director or Dean) shall first consult with a reasonable number of colleagues within the unit. In the case of a decision by a Head, such decision will also require approval by the Dean. Any CPI, which are withheld in any given year, shall return to the salary pool for the purposes of establishing the value of next year's CPI unit. Career progress carry forwards (CPCF) are to be banked and paid according to existing practice (no withholding of CPCF). Decisions

remain grievable under Article 21 of the *Agreement on the Framework for Collective Bargaining*.

#### 2.04 Merit Awards

A sum equal to 0.75% of the

- (1) 2005/2006 salaries of continuing members of the bargaining unit shall, effective on July 1, 2006;
- (2) 2006/2007 salaries of continuing members of the bargaining unit shall, effective on July 1, 2007;
- (3) 2007/2008 salaries of continuing members of the bargaining unit shall, effective on July 1, 2008; and
- (4) 2008/2009 salaries of continuing members of the bargaining unit shall, effective on July 1, 2009

in accordance with the following provisions:

- a) Merit awards shall be comprised of 1, 1-1/2, 2, 2-1/2, or 3 units, the value of 1 unit to be the same as that of a CPI unit as in Article 2.03(a) above.
- b) Each continuing member of the bargaining unit shall be considered for a merit award, taking into consideration the criteria set out in Article 4 of the *Agreement on Conditions of Appointment for Faculty*, namely teaching, scholarly activity, and service to the University and to the community, Article 3 of the *Agreement on Conditions of Appointment for Librarians* and Article 3 of the *Agreement on Conditions of Appointment for Program Directors in Continuing Studies*. Judgements shall be based on the duties expected of a member in the period in question and shall not be based on activities in which the member had not the opportunity to engage. For example, a faculty member who is not expected to teach but is expected to carry out research and contribute service should be considered on the latter two criteria. A member whose assigned duties consist of teaching and service (e.g. Instructor I) should be considered only on those two criteria. The basis for this round of recommendations

should be academic performance relative to these criteria between

- (1) April 1, 2005 and March 31, 2006 for increases effective July 1, 2006;
- (2) April 1, 2006 and March 31, 2007 for increases effective July 1, 2007;
- (3) April 1, 2007 and March 31, 2008 for increases effective July 1, 2008; and
- (4) April 1, 2008 and March 31, 2009 for increases effective July 1, 2009.

The Head shall consult with a reasonable number of colleagues representative of each of the ranks in the unit before making a recommendation on the award of merit. If the Head cannot adequately assess the contribution outside the department of an individual for the purpose of merit he/she shall consult with the Dean and either the Vice President Academic at the Vancouver campus or the Deputy Vice Chancellor at the Okanagan campus as appropriate before making a recommendation.

- c) All members eligible for consideration for merit shall submit to the Head a summary of their relevant scholarly, teaching and service activities and may include an indication of the nature and significance of the activities.
- d) A description of the procedures used within a unit shall be distributed to all members of the unit, including procedures for members holding joint appointments.
- e) A list of those members who are awarded merit shall be distributed individually to all members of the unit.

## 2.05 Performance Salary Adjustments (PSA)

- a) A sum equal to 0.5% of the
  - (1) 2005/2006 salaries of continuing members of the bargaining unit shall, effective on July 1, 2006;

- (2) 2006/2007 salaries of continuing members of the bargaining unit shall, effective on July 1, 2007;
- (3) 2007/2008 salaries of continuing members of the bargaining unit shall, effective on July 1, 2008; and
- (4) 2008/2009 salaries of continuing members of the bargaining unit shall, effective on July 1, 2009,

be allocated by way of PSA. The CPCF units will be the first charge on the PSA allocation. The salary of each continuing member of the bargaining unit shall be considered to determine whether PSA is appropriate. Recommendations for PSA awards are made having regard to overall performance. Factors that should be taken into account include:

- i) performance over a period of time which is worthy of recognition;
- ii) the relationship of a member's salary to that of other members taking into consideration total years of service at UBC; and
- iii) market considerations.

Heads shall take advice on individual's performance from a reasonable number of colleagues representative of each of the ranks in the unit before deciding whether or not to recommend PSA. It is inappropriate to recommend PSA to compensate for salary differentials that result from the differential award of career progress increments or merit awards. If the Head cannot adequately assess the contribution outside the department of an individual for the purpose of PSA, he/she shall consult with the Dean and either the Vice President Academic at the Vancouver campus or the Deputy Vice Chancellor at the Okanagan campus as appropriate before making a recommendation.

- b) All members eligible for consideration for PSA shall submit to the Head a summary of their relevant scholarly, teaching and service activities and may include an indication of the nature and significance of the activities.

- c) A description of the procedures used within a unit shall be distributed to all members of the unit.
- d) A list of those members who are awarded PSA shall be distributed individually to all members of the unit.

### **Article 3. Sessional and Part-Time Faculty Members**

#### 3.01 General Salary Increase

A General Salary Increase of 2% of the

- (1) 2005/2006 salaries of sessional and part-time faculty members of the bargaining unit, divided equally between a flat dollar amount and a percentage increase, shall take effect as from July 1, 2006;
- (2) 2006/2007 salaries of sessional and part-time faculty members of the bargaining unit, divided equally between a flat dollar amount and a percentage increase, shall take effect as from July 1, 2007;
- (3) 2007/2008 salaries of sessional and part-time faculty members of the bargaining unit shall take effect as from July 1, 2008; and
- (4) 2008/2009 salaries of sessional and part-time faculty members of the bargaining unit shall take effect as from July 1, 2009.

#### 3.02 Occupational Market Increase

An Occupation Market Increase shall take effect as follows:

- (1) 0.68% of the 2005/2006 salaries of sessional and part-time faculty members of the bargaining unit shall take effect as from July 1, 2006;
- (2) 0.86% of the 2006/2007 salaries of sessional and part-time faculty members of the bargaining unit shall take effect as from July 1, 2007;

- (3) 1.31% of the 2007/2008 salaries of sessional and part-time faculty members of the bargaining unit shall take effect as from July 1, 2008; and
- (4) 1.32% of the 2008/2009 salaries of sessional and part-time faculty members of the bargaining unit shall take effect as from July 1, 2009.

#### **Article 4. Minimum Salary Scale for General Librarians**

##### 4.01 Market Adjustment

The minimum salary scale for General Librarians shall be increased at a cost not to exceed \$50,000 effective July 1, 2006.

##### 4.02 General Salary and Occupational Market Increase

Following the implementation of the market adjustment in Article 4.01, the minimum salary scale for General Librarians shall be increased as follows:

- (1) 2% General Salary Increase, divided equally between a flat dollar amount and a percentage increase, and 0.68% Occupational Market Adjustment effective July 1, 2006:

## Minimum Salaries for General Librarians<sup>4</sup> July 1, 2006

Yrs of experience	Minimum Salary*
0	\$50,839
1	\$52,906
2	\$54,972
3	\$56,523
4	\$58,072
5	\$59,623
6	\$61,173
7	\$62,723
8	\$64,273
9	\$65,306
10	\$66,340
11	\$67,373
12	\$68,406
13	\$69,439
14	\$70,473
15	\$70,991
16	\$71,506
17	\$72,024
18	\$72,539
19	\$73,057
20	\$73,574

\*Part-time General Librarians with appointments less than 50% or less than one (1) year receive 12% in lieu of benefits and vacation pay.

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4 For minimum salaries for General Librarians beyond July 1, 2006, see [www.hr.ubc.ca/faculty\\_relations/compensation/](http://www.hr.ubc.ca/faculty_relations/compensation/).

- (2) 2% General Salary Increase divided equally between a flat dollar amount and a percentage increase, and 0.86% Occupational Market Adjustment effective July 1, 2007;
- (3) 2% General Salary Increase and 1.31% Occupational Market Adjustment effective July 1, 2008; and
- (4) 2% General Salary Increase and 1.32% Occupational Market Adjustment effective July 1, 2009.

**Article 5. Minimum Salary Scale for Sessional Lecturers**

5.01 The minimum monthly salary scale for Sessional Lecturers and DET Sessional Lecturers shall be increased as follows:

- (1) 2% General Salary Increase, divided equally between a flat dollar amount and a percentage increase, and 0.68% Occupational Market Adjustment effective July 1, 2006:

**Minimum Salary Scale For Sessional Lecturers, Per Credit<sup>5</sup>  
July 1, 2006 To June 30, 2007**

Step	Credits per term for full-time			
	6	9	12	15
1	\$2,665	\$1,776	\$1,331	\$1,065
2	\$2,697	\$1,798	\$1,349	\$1,078
3	\$2,731	\$1,822	\$1,367	\$1,094
4	\$2,766	\$1,843	\$1,382	\$1,106
5	\$2,799	\$1,866	\$1,400	\$1,120
6	\$2,833	\$1,888	\$1,417	\$1,132
7	\$2,865	\$1,910	\$1,433	\$1,147
8	\$2,899	\$1,932	\$1,449	\$1,160

- (2) 2% General Salary Increase, divided equally between a

<sup>5</sup> For the minimum salary scales for Sessional Lecturers beyond July 1, 2006 and the full-time loads for each Faculty, see [www.hr.ubc.ca/faculty\\_relations/compensation/](http://www.hr.ubc.ca/faculty_relations/compensation/).

flat dollar amount and a percentage increase, and 0.86% Occupational Market Adjustment effective July 1, 2007;

(3) 2% General Salary Increase and 1.31% Occupational Market Adjustment effective July 1, 2008; and

(4) 2% General Salary Increase and 1.32% Occupational Market Adjustment effective July 1, 2009.

### **Article 6. Market Adjustment – School of Nursing**

The School of Nursing has experienced acute faculty recruitment and retention issues. In order to address these issues, the University and the Association agree as follows:

1. The base salaries of selected faculty members of the School of Nursing (“the School”) at both the Vancouver and Okanagan campuses shall be increased in aggregate by the sum of \$218,000, with \$145,000 for the Vancouver campus and \$73,000 for the Okanagan campus, effective July 1, 2006. These increases shall be in addition to any salary increases to take effect July 1, 2006 as per the Collective Agreement between The University of British Columbia and the Faculty Association.
2. Determination of increases to individual faculty members will be based on market comparisons for the faculty members in general and for the various fields and areas of expertise within the School at other comparable universities. The purpose is to address the ability of the University to retain faculty in the higher demand fields while recognizing that individual merit is also a significant factor.
3. In the School, the Director will recommend increases for faculty members pursuant to the criteria outlined in paragraph 2 above to the appropriate Dean. The Director shall consult with a reasonable number of colleagues representative of each of the ranks in the unit before making recommendations to the Dean. The Dean will review the recommendations and will submit his/her recommendations to either the Vice President Academic and Provost at the Vancouver campus or the Deputy

Vice Chancellor in the Okanagan campus as appropriate for a final decision.

### **Article 7. Productivity: Lump-Sum Payments**

1. In recognition of the ongoing annual increased and sustainable University share of Tri-Council (CIHR, NSERC and SSHRC) research funding achieved by faculty members, specifically in the amount of an increase of at least \$10 million in fiscal 2005/06, over the amount of such funding for 2004/05, each bargaining unit member shall receive a lump sum payment on his or her June 30, 2006 paycheque, up to one percent (1%) of the bargaining unit member's regular salary; and
2. In recognition of the ongoing annual increased and sustainable development (fundraising) efforts resulting from the contributions of faculty members through their pursuit of their academic responsibilities and their participation in the campus-based fundraising program, specifically in the amount of at least \$100 million in fiscal 2005/06, each bargaining unit member shall receive a lump sum payment on his or her June 30, 2006 paycheque, up to one percent (1%) of the bargaining unit member's regular salary.
3. All Sessional Faculty Members who held an appointment during the period from July 1, 2005 through June 30, 2006 will receive the lump sum payments noted above whether or not they hold an appointment as of June 30, 2006.
4. During the first year of this collective agreement, i.e., 2006/07, the University and the Association will review the bases, criteria, and measures for each lump sum payment provided for in paragraphs (1) and (2). Consideration of continuing each of these lump sum payments during the life of the next collective agreement will be governed by the continuing demonstrable relevance of the bases, criteria, and measures for each of them.

The Parties understand that PSEC approval is required for any changes to the basis of, criteria for and/or measures for continuing each of these lump sum payments.

## **Article 8. Retention Fund**

The University may increase salaries of continuing members of the bargaining unit for the purpose of retention. Any such increase in salary (which may occur at any time of the year) will reflect market considerations where market is disciplinary and/or merit based. In all circumstances, merit of the individual(s) must be demonstrated in market considerations. The total disbursement shall be \$3.2 million over the four years of the Agreement, with no more than \$400,000 to be distributed in the first year (2006-2007), no more than \$800,000 in the second year (2007-2008) and no more than \$1 million in the third year (2008-2009). The Faculty Association will receive an annual report of any such salary changes and the reasons for them. A list of those faculty members who are awarded retention shall be distributed individually to all members of the unit.

## **Article 9. Incentive Payment**

Effective March 31, 2006, a one-time lump sum incentive payment totalling \$10.95 million less normal statutory benefits to all bargaining unit members to be distributed to all members who worked between July 1, 2005 and March 31, 2006, not including resignations.

## **Article 10. Economic Benefits**

The following benefits are available to members of the bargaining unit with appointments of at least 1 year and 50% workloads and to Sessional Lecturers with appointments of at least 4 months and 50% workloads. Sessional Lecturers with appointments less than 4 months or less than 50% workloads are eligible for benefits where specifically indicated. Detailed information is available at [www.hr.ubc.ca/benefits/employment\\_group/faculty/](http://www.hr.ubc.ca/benefits/employment_group/faculty/).

### 10.01. Medical Services Plan of British Columbia

Basic medical premiums (MSP) are 100% paid by members.

### 10.02 Extended Health Benefits

Extended health premiums are paid by the University, except for Sessional Lecturers with appointments less than 4 months

and less than 50% workloads where the premiums are shared; subject to the terms of the extended health plan, some of the plan features include:

- a) Vision care, up to \$250 in any 24 month period per employee or dependent
- b) Pay-direct drug card for prescription drugs, up to 80% of cost
- c) Acupuncture/naturopath/podiatrist/chiropractor/speech pathologist combined up to \$600 per year per employee or dependent
- d) Massage/physiotherapist combined up to \$750 per year per employee or dependent
- e) Psychologist up to \$1200 per year per employee or dependent
- f) Orthotics up to \$400 per year per employee or dependent; unmarried children under 19 years old and living with the member are limited to \$200 per year
- g) Hearing aids up to \$900 per five-year period per employee or dependent

### 10.03 Dental Plan

Dental benefits premiums are 100% paid by the University, except for Sessional Lecturers with appointments less than 4 months and less than 50% workloads where the premiums are shared; covered as follows and subject to the terms of the dental plan:

- a) 100% for basic preventative and restorative services (Plan A)
- b) 70% for major restorative services (Plan B)
- c) 65% (up to \$3000 lifetime maximum per employee or dependent) for orthodontics (Plan C)

#### 10.04 Basic Group Life Insurance

UBC pays the premium for this benefit, a life insurance benefit that provides insurance equivalent to a full year's salary (up to four times annual salary for younger faculty).

#### 10.05 Employee and Family Assistance Program (EFAP)

EFAP is a self-referred, confidential counselling advisory and information service for all members and their families. UBC pays 70% and the member pays 30% of the contributions to the plan: UBC pays \$2.80/month and the member pays \$1.20.

#### 10.06 Faculty Pension Plan

UBC's Faculty Pension Plan is a defined contribution plan, with members contributing 5% of salary and UBC contributing 10%. For eligibility requirements, visit [www.pensions.ubc.ca/faculty/glance.html](http://www.pensions.ubc.ca/faculty/glance.html).

#### 10.07 Income Replacement Plan (Long Term Disability)

The Income Replacement plan is an employee funded plan that provides eligible members with a monthly income benefit provided that the definition of disability is met and the member has been unable to work for a period of six months (the elimination period) as a result of the disability.

The University and the Association agree to the following changes to the Income Replacement Plan ("the Plan") effective July 1, 2004, including a new contribution rate of 0.8% which is subject to annual review:

- a) the Plan will include coverage for partial disability both during and after the elimination period (generally speaking, the 180 day qualifying period);
- b) the benefit level will be improved to the following<sup>6</sup>:
  - i) 70% of gross monthly salary for the first \$1830.00 plus

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6 For annual adjustments to the benefit level, see [www.hr.ubc.ca/faculty\\_relations/compensation/](http://www.hr.ubc.ca/faculty_relations/compensation/).

- ii) 60% of next gross monthly salary in excess of \$1830.00 plus
- iii) 40% of gross monthly salary in excess of \$3660.00
- c) the definition of total disability will change from performing the normal duties of any occupation from the first day, to performing the essential duties of their own occupation during the elimination period and the first 24 months;
- d) the calculation of the cost of living adjustment to take effect each January will be simplified to provide for adjustments of up to 6% based on the calculated increase in the Canadian Consumer Price Indices; and
- e) the 12-month waiting period from date of hire will be eliminated so that members of the bargaining unit are eligible for the Plan from the date of hire, including the payment of contributions as described and meeting eligibility requirements.

The Parties also agree to consider improving benefit levels for members who are currently in receipt of benefits from the Plan and have been since on or after July 1, 1985. The benefit levels will be considered on the basis of the date that each member was approved to receive benefits from the Plan. Any implemented benefit level improvements will take effect July 1, 2004, and will not be retroactive. It is expected that any such improvements would be absorbed by the current surplus in the Plan.

#### 10.08 Tuition Fee Waivers

Tuition waivers are available only to members and dependent children; spouses are not eligible for tuition benefits at UBC. Pro-rated benefits shall be provided to part-time faculty members and Sessional Lecturers.

Members are entitled to up to 12 credits per year of undergraduate or graduate coursework.

Dependent children are eligible for up to 120 credits of coursework in an undergraduate degree program. Dependent children must be under the age of 25 years when the session for which the Tuition Fee Waiver is applicable commences, and substantially dependent on you for financial support.

#### 10.09 Professional Development Reimbursement Fund

Faculty Association Members, excluding Sessional Lecturers without continuing status, are entitled to \$500 of professional development reimbursement per year.

#### 10.10 Dependent Benefits Coverage Following Death of a Member

Following the death of a Faculty Member, extended health and dental benefits shall remain in effect for his or her dependents for a period of three months from the first of the month following his or her death. In addition, the Employee and Family Assistance Program shall continue as provided for in the Program.

#### 10.11 Distance Education & Technology (DET) Sessional Faculty: Benefits

In recognition that Sessional Faculty Members in Distance Education and Technology (DET) are not appointed nor paid on the same basis as other Sessional Faculty Members, DET Sessional Faculty Members will be eligible for benefits on the following basis:

For those Sessional Faculty Members with appointments less than 4 months and/or under 50% (Package 1):

- Medical Services Plan
- Extended Health
- Dental
- Employee and Family Assistance Program (EFAP)

For those Sessional Faculty Members with appointments of at

least 4 months and 50% or greater (Package 2):

- Medical Services Plan
- Extended Health
- Dental
- EFAP
- Basic Group Life Insurance (BGL)
- Optional Life Insurance
- Optional Accidental Death & Dismemberment
- Income Replacement Plan (IRP)
- Pension
- Tuition Fee Waiver

As DET Sessional Faculty Members have fluctuating monthly salaries, eligibility for Package 2 will be assessed upon every DET appointment (normally every 2 months), on the following terms:

- 1) To qualify for Extended Health, Dental, EFAP and the Faculty Pension Plan, the minimum salary must be reached within a 4-month period and will be effective 1st of the month following the determination of eligibility.<sup>7</sup>
- 2) To qualify for BGL and IRP, the minimum salary must be reached over the preceding 12 month period and effective 1st of the month following the determination of eligibility (therefore, after 12 months for both BGL and IRP).

The following scale provides the 4-month salary minimum per

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<sup>7</sup> Please note that eligibility for the Faculty Pension Plan can also be based on a minimum of 24 continuous months (part-time or full time) with earnings of at least 35% of the Yearly Maximum Pensionable Earnings (YMPE) in each of the two consecutive calendar years. Please contact the Faculty Pension Plan Office for details.

step on the salary scale:<sup>8</sup>

**Effective July 1, 2006**

Step	Sessional Rate		DE&T Rate <sup>9</sup>	Sessional f/t for 4 months \$	Sessional 50% for 4 months \$
	Per course credit	Registrations	Per student credit		
1	\$1,776	30	\$59.20	\$15,983.13	\$7,991.57
2	\$1,798	30	\$59.94	\$16,184.46	\$8,092.23
3	\$1,822	30	\$60.72	\$16,394.94	\$8,197.47
4	\$1,843	30	\$61.43	\$16,587.11	\$8,293.56
5	\$1,866	30	\$62.21	\$16,797.59	\$8,398.79
6	\$1,888	30	\$62.93	\$16,989.76	\$8,494.88
7	\$1,910	30	\$63.67	\$17,191.09	\$8,595.55
8	\$1,932	30	\$64.42	\$17,392.42	\$8,696.21

Signed this day the 15th day of June 2006

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Brenda Peterson, *President*

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8 Please note that this amount will be adjusted annually by negotiated increases; for future increases to the Distance Education & Technology rate, see [www.hr.ubc.ca/faculty\\_relations/compensation/](http://www.hr.ubc.ca/faculty_relations/compensation/).

9 See the *Memorandum of Agreement re Tutors in Distance Education and Technology* for the calculation.

## APPENDIX A

### CAREER PROGRESS INCREMENTS ENTITLEMENTS

Adjusted Years in Rank	Assistant Professor	Associate Professor	Professor	12 month Lecturer	Instructor I, II	Senior Instructor
Year of Promotion		1.5	1			1.5
1	2	1.5	1	1.5	2	1.5
2	1.5	1.5	1	1.5	1.5	1.5
3	1.5	1.5	1	1.5	1.5	1.5
4	1.5	1.5	1	1.5	1.5	1.5
5	1.5	1.5	1	1.5		1.5
6	1	1	1	1.5		1.5
7	1	1	1	1		1
8	0.5	0.5	1	1		1
9			1	1		1
10			1	1		1
11			1	0.5		0.5
12			1	0.5		0.5
13			1			Discretionary (13+)
14			1			
15			1			
16+			Discretionary			

**APPENDIX B**  
**LIBRARIANS & PROGRAM DIRECTORS IN CONTINUING**  
**STUDIES**  
**CAREER PROGRESS INCREMENTS ENTITLEMENTS**

YEARS	UNITS
0	0
1	2.0
2	2.0
3	1.5
4	1.5
5	1.5
6	1.5
7	1.5
8	1.5
9	1.0
10	1.0
11	1.0
12	1.0
13	1.0
14	1.0
15	0.5
16	0.5
17	0.5
18	0.5
19	0.5
20	0.5
21	0

**SUBSIDIARY AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF BRITISH COLUMBIA**  
**AND**  
**THE FACULTY MEMBERS OF THE FACULTY OF**  
**COMMERCE AND BUSINESS ADMINISTRATION (SAUDER**  
**SCHOOL OF BUSINESS)**

Pursuant to Article 9 of the *Agreement on the Framework for Collective Bargaining* between the University and the Faculty Association of the University of British Columbia (“the Faculty Association”), the University and the Faculty Members of the Faculty of Commerce and Business Administration (Sauder School of Business) have entered into a subsidiary agreement on March 6, 2006 with the following terms:

1. The base salaries of selected faculty members of the Faculty of Commerce and Business Administration (Sauder School of Business) shall be increased in aggregate by the sum of \$600,000 effective July 1, 2006. These increases shall be in addition to any salary increases to take effect July 1, 2006 as per the Collective Agreement between the University and the Faculty Association.
2. Determination of increases to individual faculty members will be based on market comparisons with other comparable institutions for Sauder faculty in general and for the various fields and areas of expertise within the Sauder School of Business. The purpose of the supplemental salary increase is to address the ability of the Faculty to retain faculty in the higher demand fields while recognizing that individual merit is also a significant factor.
3. The increases will be determined in accordance with items 1 and 2 above by the Dean of the Faculty in consultation with representatives of Sauder’s Performance Advisory Committee and the Point Grey Commerce Faculty Association, and will be subject to the approval of the Vice President Academic and Provost.

4. This subsidiary agreement is subject to ratification by members of the Sauder School of Business, members of the Faculty Association and by the Board of Governors under the *Agreement on the Framework for Collective Bargaining* between the University and the Faculty Association.

Signed this day the 6th day of March 2006

For The University of  
British Columbia:

Lisa Castle  
*Associate Vice President,  
Human Resources*

For the UBC Point Grey Commerce  
Faculty Association:

Thomas Ross  
*Member, Steering Committee*

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF BRITISH COLUMBIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE UNIVERSITY**  
**OF BRITISH COLUMBIA**

**Re: Fiscal Dividend**

The University and the Faculty Association agree as follows:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.

- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 31, 2010.
- 1.4 To facilitate the implementation of this Letter of Agreement (fiscal dividend) the parties will meet no later than six months after the publication of the audited public accounts for fiscal 2009-10, to review the formula for the dividend payment, and the resulting payments to be made.

Signed this day the 15th day of June 2006

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Brenda Peterson, *President*

## LEAVE OF ABSENCE

The primary purpose of granting leave of absence to members of faculty, including librarians and program directors, is to enable them to enhance their quality as scholars and as teachers, thereby assisting the University to achieve greater excellence in its basic areas of responsibility - effective teaching and the advancement of learning. However, leave may be granted for other purposes.

While it is recognized that members should be as free as possible to pursue their scholarly interests, it is recognized also that they share the responsibility for efficient operation of the University. Arrangements for leave of absence should be consistent both with the freedom of the individual and with his or her University responsibilities.

If the leave of absence of a Head, Director or Dean exceeds a period of one year, his or her administrative appointment will normally be terminated.

Members granted leave of absence should contact Payroll and make arrangements for the continuation of any benefit programs for which they may be eligible during their absence.

### **1. Leave During Pre-Tenure Period**

Any leave granted to a member of faculty on a pre-tenure appointment will not extend beyond the date of termination of his or her appointment.

Except in the case of maternity or parental leave any period of leave taken during a pre-tenure appointment shall be included in the years of service in that pre-tenure appointment.

When a member of faculty on a pre-tenure appointment is granted maternity or parental leave, the length of the pre-tenure appointment shall be extended by one year, unless the faculty member informs the Head in writing that she or he does not wish the pre-tenure period extended.

If a faculty member is unable to perform his or her duties because of illness or injury the Parties agree to consider whether, in the circumstance of each case, the period of a pre-tenure appointment should be extended.

## **2. Study Leave**

Study leave permits a member of faculty to pursue study or research, of benefit to the individual and the University. Senior Instructors, Assistant Professors, Associate Professors, Professors, Librarians and Program Directors are eligible to apply for study leave under the following conditions:

- a) Before being granted a study leave an individual shall have completed at this University, since appointment or previous study leave, four or more years of full-time service in appointments with review or tenured appointments of which at least two years shall have been in an eligible rank. Where a member takes sick, maternity and/or parental leave, up to six (6) months of each leave will be considered full-time service for the purpose of study leave eligibility. Preference will be given to members of faculty with tenure. An individual who is refused study leave for administrative reasons shall be given priority in consideration of applications for study leave in the following year.
- b) Study leave may be granted for the following terms:
  - i) For twelve months, either from July 1, September 1, or January 1, with 60% of salary for the period of study leave if it is taken before six years of full-time service since appointment or previous study leave, and with 80% of salary otherwise; or
  - ii) For eight months, either from January 1 to August 31 or from May 1 to December 31, with 75% of salary for the period of the study leave; or
  - iii) For six months, either from January 1 to June 30 or from July 1 to December 31, with 75% of salary for the period of the study leave if it is taken before six years of full-time

service since appointment or previous study leave, and with 90% of salary otherwise.

Where it is shown to be to the advantage of the faculty member and the University, a faculty member who qualifies for leave of twelve months may, subject to the approval of the Head and Dean, be permitted to divide the leave of twelve months into two parts of six months (either from July 1 or January 1). The second part of the leave may be delayed for no more than two years from the conclusion of the first part (to be taken either from July 1 or January 1). In such cases, for the purpose of calculating when an individual becomes eligible to apply for further study leave, the following shall apply:

- (i) If the time agreed upon for the delayed six-month leave is postponed at the request of the individual, the leave shall be deemed to have ended and full-time service to have resumed at the conclusion of the second six-month period of leave.
- (ii) If the time agreed upon for the delayed six-month leave is postponed at the request of the University, the leave shall be deemed to have ended and full-time service to have resumed at the time when the delayed leave would have ended had it not been postponed.

The percentage of salary to be paid by the University during study leave applies only to that portion of salary that derives from University funds and not to the portion of salary that derives from non-University grantors or agencies. An individual, however, may make appropriate arrangements with these grantors or agencies concerning the portion of salary paid by them.

- c) The University shall pay its full contribution to pension and other fringe benefits of the individual on study leave provided that the individual continues to pay his or her own contributions.
- d) An individual going on study leave shall report to the Head, Director or Dean the nature and amount of fellowships, grants and other outside support to be received by the individual in order to supplement the remuneration to be received from

the University. If the individual's total remuneration from the University and from the support indicated above (excluding grants and allowances to cover research and travel expenses) exceeds 100% of normal full salary, then the University may reduce its contribution until the total remuneration received is 100% of normal full salary.

- e) An applicant for study leave shall give an undertaking to return to the University for a period of one year upon the expiration of the leave.
- f) An application for study leave shall be submitted on the Study Leave Application Form. It shall be presented to the Head, Director or Dean sufficiently in advance of the time leave is to be taken that it can be adequately evaluated by the Department and the Faculty. It shall be accompanied by a statement giving the details of the proposed plan for the leave.
- g) The individual shall, so far as is reasonable, follow the plan approved for study leave. If substantial modifications are contemplated, the Head, Director or Dean shall be notified. If such modifications are incompatible with the carrying out of the approved plan, the consent of the Head, Director or Dean shall be required.
- h) On returning from study leave, the individual shall report in writing to the Head, Director, or Dean on activities and progress during the study leave. In appropriate cases an alternative form of reporting may be agreed upon by the individual and the Head or Director but it shall require the approval of the Dean.
- i) Cancellation of a study leave once granted shall not normally be permitted after January 15 immediately preceding the year starting on May 1 during which the leave is to be taken or after three weeks from the date the individual is notified by the University that the leave has been approved, whichever is the later.
- j) The recommendations concerning study leave by the Head of the applicant's Department and the Dean of the Faculty shall be

accompanied by an assessment of the effect of the award of the leave on the budget and teaching functions of the Department and the Faculty.

- k) Recommendations in favour of granting study leaves to be taken during the year starting on May 1 shall be sent to the President by the Deans with their recommendations not later than the February 1 immediately preceding.

### **3. Leave for Improving Basic Qualifications**

If a member of the full-time teaching staff is granted leave to improve his or her basic qualifications, the University, while usually not contributing to his or her salary, will make its normal payments to his or her pension and fringe benefits, subject to the individual's contributing his or her share.

Arrangements should be made by the Department Head or Director in consultation with the Dean and will be subject to approval by the President.

### **4. Leave Without Pay or Benefits**

Leave without pay or benefits may be granted by the President, on the recommendation of the Dean. Normally such leave is granted for a period not exceeding two years.

An individual taking leave without pay or benefits may elect to pay the full amount of the University's and his or her contributions to pensions and fringe benefits.

An individual taking leave to accept a paid assignment should ensure that his or her prospective employer contributes, in addition to salary, an amount sufficient to cover pension and fringe benefits; only in those cases where the project is of unusual significance will the University contribute its share of these expenses, and then only if the member contributes his or her share. When an individual is planning to leave to accept a position as a visiting faculty member at another university, he or she should consult with the Dean as to the most appropriate arrangement for the payment of fringe and pension benefits.

## **5. Leave at the Request of the University**

If a full-time member of the teaching staff is requested by the University to take leave of absence to carry on special studies or research, the terms of leave will be arranged through the Head or Director and the Dean and forwarded to the President for his or her approval.

Absence from the campus to conduct field instruction or official business at the request of the Head or Director, or of the Dean, does not require a request for leave.

## **6. Maternity and Parental Leave**

If a faculty member is eligible for, applies for and receives Employment Insurance (EI) maternity leave payments for up to 15 weeks, UBC will top up the salary through the Supplemental Unemployment Benefits (SUB) plan for the duration of the maternity leave to 95% of pre-maternity leave salary. In addition to these 15 weeks, UBC will pay 95% of pre-maternity leave salary during the 2-week waiting period imposed by EI regulations.

If a faculty member is eligible for, applies for and receives EI parental leave payments for up to 35 weeks, UBC will top up the salary through the SUB plan for a maximum of 10 weeks to 95% of pre-parental leave salary. In addition to these 10 weeks, UBC will pay 95% of pre-parental leave salary during the 2-week waiting period, if not previously served.

Birth mothers are eligible for both maternity and parental leave; for example, if a birth mother combines the 15 weeks of maternity leave and 10 weeks of parental leave, she is eligible for 25 weeks of SUB benefits in addition to the 95% top-up for the 2 week waiting period for a total of 27 weeks.

Adoptive parents and the partner or spouse of a birth mother are eligible for parental leave. The benefits shall be available in the case of same sex partners.

The timing of the commencement of the leave of absence shall be at the discretion of the faculty member, provided that reasonable notice is given to the University.

Additional parental leave, without UBC SUB top-up, may be available as per the *Employment Standards Act*.

### **7. Leave in Special Circumstances**

Leave of absence up to four months, with full salary and benefits, may be granted by the President, on the recommendation of the Dean.

### **8. Vacation**

The normal vacation should be arranged informally between a faculty member and the Head or Director.

# AGREEMENT ON CONDITIONS OF APPOINTMENT FOR FACULTY

The University of British Columbia and the Faculty Association of The University of British Columbia have agreed on the following conditions of appointment for faculty members at The University of British Columbia.

## **Article 1. Interpretation**

1.01 For the purpose of this Agreement:

“Association” means the Faculty Association of The University of British Columbia;

“Executive” means the Executive of the Faculty Association of The University of British Columbia;

“Faculty Member” means all persons appointed by the Board of Governors of The University of British Columbia on a full or part-time basis as Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position;

“Lecturer” means a person holding an appointment without review for a term of twelve (12) months or less with responsibilities limited to teaching and related duties which may include administrative responsibilities normally undertaken by faculty members;<sup>10</sup>

“Parties” means The University of British Columbia and the Faculty Association of The University of British Columbia;

“Part-time” means that, whatever the term of the appointment, the appointee has university duties that are fewer than those normally expected of full-time faculty members;

“Periodic review” means a review of the record of a faculty mem-

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10 See also *Letter of Understanding 4 re 12-Month Lecturers* and *Letter of Understanding 5 re Types of Appointment and Titles and Ranks*

ber, undertaken in accordance with the procedures of Article 5, leading to a decision by the President whether or not to recommend to the Board of Governors that the faculty member be promoted;

“Personnel Services Committee” means the Personnel Services Committee of the Association;

“President” means the President of The University of British Columbia;

“Scholarly activity” means research of quality and significance, or, in appropriate fields, distinguished, creative or professional work of a scholarly nature; and the dissemination of the results of that scholarly activity; and

“University” means The University of British Columbia.

- 1.02 Wherever in this Agreement the singular is used, the reference shall include the plural where the context so requires.

## **Article 2. Types of Appointments**<sup>11</sup>

- 2.01 Every appointment shall be one of the following types. The term of every appointment, and the termination date, shall be clearly stated on the appointment notice received by the appointee.
- 2.02 Term Appointments without Review
- a) Appointments without review are full-time or part-time appointments for a specified limited term. There is no implication that the appointee will be considered for any further appointment of this or any other kind on the expiration of the specified term.
  - b) Term appointments without review are governed by regulations of the Board of Governors set forth in UBC Policy Number 42.
- 2.03 Term Appointments with Review
- a) Term appointments with review are full-time appointments

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11 See also *Letter of Understanding 5 re Types of Appointment and Titles and Ranks*

for a specified term of at least twelve (12) months other than term appointments without review.

- b) For the purpose of calculating years of service, all appointments shall be deemed to have commenced on July 1 of the calendar year in which the appointment began.
- c) These appointments carry no implication of automatic renewal but imply that the appointee will be considered for further appointment. They are to be reviewed before expiration of the specified term in accordance with the criteria and procedures prescribed below.
- d) Subject to Article 2.03(f), any person holding a term appointment with review is eligible for consideration for a tenured appointment.
- e) By the end of an appointee's fifth year of continuous service in a term appointment with review, a recommendation must be made to the President either to grant a tenured appointment or not to renew the appointment, except as provided in Article 2.03(f). In exceptional cases a recommendation may be made before the end of the fifth year, or in the case of an Associate Professor or Professor, before the time when it would normally be made; in particular an early recommendation to grant a tenured appointment may be made when a candidate has had academic, professional, or other comparable experience before being appointed by the University.
- f) In the case of an Assistant Professor
  - i) if at any time before, or if in, the seventh year of service an Assistant Professor is promoted to the rank of Associate Professor, a tenured appointment will also be granted;
  - ii) if an appointee is not granted a tenured appointment pursuant to (i) above, then in the seventh year of service a recommendation either to grant a tenured appoint-

ment at the rank of Assistant Professor or otherwise, or not to renew the appointment, must be made;

iii) during the pre-tenure period an Assistant Professor who has been reviewed for but denied promotion to the rank of Associate Professor has the right of appeal which would normally arise from a decision following a periodic review.

g) A decision not to grant a tenured appointment on the expiry of the maximum period for a term appointment with review will normally be followed by a one-year terminal appointment. If the decision not to grant a tenured appointment is received after December 1 of the academic year following the review year, the period of notice of termination will include one complete academic year in addition to any months remaining in the academic year in which the notice of termination is received. If, however, the current term appointment with review has one year or longer to run at the date of the decision not to grant a tenured appointment, notice of intention not to renew the appointment shall be given at least twelve (12) months prior to termination date of the current appointment and this notice shall be sufficient to comply with Article 7.01 below.

h) The maximum period of a term appointment with review is:

i) in cases of Assistant Professor eight (8) years; and

ii) in cases other than Assistant Professor six (6) years;

The sixth or eighth year, in appropriate cases, shall be the terminal year.

i) No person will acquire a tenured appointment by reason only of holding a term appointment with review that extends beyond the maximum period of such appointments.

## 2.04 Tenured Appointments

Tenured appointments are full-time appointments except when

the University and a faculty member have agreed to change a full-time tenured appointment to a part-time tenured appointment. They cannot be terminated before normal retirement age except in accordance with Article 10 below or for financial exigency or redundancy. Termination for financial exigency or redundancy shall be in accordance with any applicable criteria and procedures established under Article 12 below.

### **Article 3. Titles and Ranks**<sup>12</sup>

3.01 Every faculty member is either a Lecturer<sup>13</sup> or holds one of the following ranks.

3.02 Instructor I

Appointment to this rank may be made in the case of individuals who are not expected to qualify in due course for promotion to a professorial rank. Appointments and reappointments are normally made for two years but in exceptional circumstances may be made for a lesser period. An Instructor I who is in the fifth year of appointment shall be considered for tenure in that year and if awarded tenure shall be given an appointment as a Senior Instructor.

If a person holding an appointment as an Instructor I is appointed to a professorial rank, service in the pre-tenure appointment in the professorial rank shall be deemed to commence at the date of the appointment to that rank.

3.03 Instructor II

Appointment to this rank requires the completion, or promise of early completion, of academic qualifications and evidence of potential ability in teaching and research. Appointment is for a term of two years. A person will not normally be reappointed as an Instructor II. At the end of the second year of appointment, an appointment may be offered at the rank which would be an appropriate rank or the appointment may not be renewed.

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12 See also *Letter of Understanding 5 re Types of Appointment and Titles and Ranks*

13 See also *Letter of Understanding 4 re 12-Month Lecturers*

The pre-tenure period begins at the start of the appointment as Instructor II.

### 3.04 Senior Instructor<sup>14</sup>

The rank of Senior Instructor is for those individuals who are given a tenured appointment and are not expected to proceed through the professorial ranks. It is normally awarded only to those who are excellent teachers. Persons appointed to this rank may subsequently be promoted to professorial rank.

### 3.05 Assistant Professor<sup>15</sup>

- a) Appointment at or promotion to the rank of Assistant Professor normally requires completion of academic qualifications, and evidence of ability in teaching and scholarly activity. Evidence will ordinarily be required to demonstrate that the candidate for an appointment or promotion is involved in scholarly activity, is a successful teacher, and is capable of providing instruction at the various levels in his or her discipline, but it is sufficient to show potential to meet these criteria. The evidence may include the opinion of scholars familiar with the candidate's work and capability.
- b) Initial appointments at this rank are normally for a term of three years, but in exceptional circumstances may be for a lesser period. Renewal of an individual's appointment is for a term of three years. If an additional renewal is granted, it is for two years.
- c) Decisions on the award of tenured appointments are made in accordance with the provisions of Article 2.03. In special cases an Assistant Professor may be given the rank of Senior Instructor and a tenured appointment.

### 3.06 Associate Professor

- a) Appointment at or promotion to the rank of Associate

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14 See also *Letter of Understanding 3 Re Facilitated Discussion* under the *Agreement on the Framework for Collective Bargaining*

15 See also *Letter of Understanding 3 Re Facilitated Discussion* under the *Agreement on the Framework for Collective Bargaining*

Professor normally requires evidence of successful teaching and of scholarly activity beyond that expected of an Assistant Professor. The candidate for appointment or promotion will be judged on teaching as defined in Article 4.02, on sustained and productive scholarly activity, on ability to direct graduate students, and on willingness to participate and participation in the affairs of the Department and the University. Promotion to this rank is not automatic or based on years of service and it is expected that some persons who may be granted tenured appointments will not attain this rank. In exceptional circumstances, initial appointment at this rank may be based upon evidence of the candidate's potential to meet these criteria, including the opinion of scholars or other qualified persons familiar with the candidate's work and capability.

- b) Initial appointments at this rank are normally for a term of three years, with review, but in exceptional circumstances may be for a lesser period or tenured. Renewal of these appointments that have been made for a term of three years will normally be tenured but if the initial term was made for less than three years, a tenure decision will not usually be made until the appointee is in the third year of service at the rank of Associate Professor.

### 3.07 Professor

- a) Appointment at or promotion to the rank of Professor is reserved for those whose contributions (judged by the criteria as set out in Article 4) are considered outstanding.
- b) These persons will have met appropriate standards of excellence and have wide recognition in the field of their interest. They must have shown high quality in teaching and sustained and productive scholarly activity, have attained distinction in their discipline, and have participated significantly in academic and professional affairs. Promotion to this rank is not automatic nor based on years of service and it is expected that some persons will not attain this rank.

- c) Initial appointments at this rank may be term appointments or tenured appointments. Renewal of a term appointments will normally be made without term.

**Article 4. Criteria for Appointment, Reappointment, Tenure and Promotion**

4.01

- a) Candidates for appointment, reappointment, tenure or promotion, other than those dealt with in paragraph (b), are judged principally on performance in both teaching and in scholarly activity. Service to the academic profession, to the University, and to the community will be taken into account but, while service to the University and the community is important, it cannot compensate for deficiencies in teaching and in scholarly activity. Competence is required both in teaching and in scholarly activity, provided that a candidate who does not meet the criterion of scholarly activity but who is judged to be an excellent teacher may be given a tenured appointment as Senior Instructor when, in the view of the University, its needs will be best served by that appointment. Appointments without term are granted to individuals who have maintained a high standard of performance in meeting the criteria set forth below and show promise of continuing to do so.<sup>16</sup>
- b) Candidates for appointment or reappointment to the rank of Instructor I are judged principally on performance in teaching. Service to the academic profession, to the University, and to the community may be taken into account. Instructors I who are candidates for a tenured appointment are judged on the ground of excellence in teaching.
- c) Judgements of an individual should be made objectively.
- d) The decision to grant a tenured appointment shall take into account the interests of the Department and the University

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<sup>16</sup> See also *Letter of Understanding 3 Re Facilitated Discussion* under the *Agreement on the Framework for Collective Bargaining*

in maintaining academic strength and balance but no person holding a term appointment with review shall be denied re-appointment or a tenured appointment on the ground that the University has established quotas in a Department or Faculty for those holding a tenured appointment.

- e) A person holding a term appointment with review may be denied reappointment or a tenured appointment on the grounds of financial exigency or redundancy. This shall be done in accordance with any applicable criteria and procedures established under Article 12 below.

#### 4.02 Teaching

Teaching includes all presentation whether through lectures, seminars and tutorials, individual and group discussion, supervision of individual students' work, or other means by which students, whether in degree or non-degree programs sponsored by the University, derive educational benefit. An individual's entire teaching contribution shall be assessed. Evaluation of teaching shall be based on the effectiveness rather than the popularity of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly development of students. The methods of teaching evaluation may vary; they may include student opinion, assessment by colleagues of performance in university lectures, outside references concerning teaching at other institutions, course material and examinations, the calibre of supervised essays and theses, and other relevant considerations. When the opinions of students or of colleagues are sought, this shall be done through formal procedures. Consideration shall be given to the ability and willingness of the candidate to teach a range of subject matter and at various levels of instruction.

#### 4.03 Scholarly Activity

Judgement of scholarly activity is based mainly on the quality and significance of an individual's contribution.

Evidence of scholarly activity varies among the disciplines. Published work is, where appropriate, the primary evidence. Such evidence as distinguished architectural, artistic or engineering design, distinguished performance in the arts or professional fields, shall be considered in appropriate cases.

- a) For the scholarship of teaching, scholarly activity may be evidenced by originality or innovation, demonstrable impact in a particular field or discipline, peer reviews, dissemination in the public domain, or substantial and sustained use by others. For example, textbooks and curriculum reform that changed academic understanding or made a significant contribution to the way in which a discipline or field is taught might constitute useful evidence of the scholarship of teaching whereas textbooks or curriculum revision of a routine nature would not.
- b) In professional or clinical studies scholarly activity may be evidenced by research on or the creation of:
  - i) significant applications of fundamental theory; or
  - ii) significant forms and applications of professional or clinical practice.

Work with professional, technical, scholarly or other organizations or with scholarly publications which falls within the definition of scholarly activity may also be considered.

#### 4.04 Service to the University and the Community

This includes service performed for the benefit of Departments, Faculties, Continuing Studies, or other parts of the University (including the Faculty Association), and for professional organizations and the community at large. Such service might include administrative or supervisory work, service on committees and university bodies, all continuing education activity in the community including professional education, special work with professional, technical, scholarly or other organizations or with scholarly publications not falling within the definition of

scholarly activity, membership on or service to governmental or public councils and boards, and other forms of academic, professional, and public service.

## **Article 5. Procedures for Appointment, Reappointment, Tenure and Promotion**<sup>17</sup>

### 5.01 General Provisions

- a) Appointments, reappointments, tenure decisions and promotions are made by the Board of Governors upon the recommendation of the President.
- b) The procedures in this section govern initial appointments at the ranks of Instructor I, Instructor II, Senior Instructor, Assistant Professor, Associate Professor, and Professor; renewal or non-renewal of term appointments with review; recommendations for or against the award of tenure; and promotions.
- c) Where there is a joint appointment, procedures and criteria for tenure and promotion evaluation will be clearly laid out at the time of appointment.
- d) It is expected that confidentiality will be respected by all those participating in consultations.

### 5.02 Meetings with the Head

- a) At the beginning of the academic year preceding the year in which a faculty member may be considered for promotion under Article 9 below, or will be considered for reappointment, or for tenure, the Head shall meet with the faculty member. The purpose of the meeting is to identify any potential difficulties with the candidature and to assist the candidate with any concerns.
- b) When a faculty member is to be considered for promotion under Article 9 below, or for reappointment, or for tenure,

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<sup>17</sup> See also *Letter of Understanding 6 re Procedures for Appointment, Reappointment, Tenure and Promotion* & *re Periodic Review for Promotion (Articles 5 and 9)*

the Head shall meet with the candidate before the submission by the candidate of information to be supplied by the candidate. The purpose of this meeting is:

- i) to advise the candidate that it is the responsibility of the faculty member to provide an up-to-date curriculum vitae and other relevant information to the Head, prior to a date set by the Head, provided that this date is no earlier than September 1; and
  - ii) to identify any potential difficulties with the candidature and to assist the candidate with any concerns.
- c) The faculty member may bring a colleague to each of the above meetings.
  - d) At the conclusion of each of these meetings the matters discussed should be recorded in an agreed memorandum. Any concerns or opinions of the Head are his or her own views.

### 5.03 Recommendations: Supplementing Files

In the case of recommendations on reappointment, promotion or tenure the candidate or the University has the right, up to the stage of the President's decision, to supplement the file by the addition of new, unsolicited information (such as a new set of student evaluations, the publication of an additional book or article, the receipt of a grant, a published review of the candidate's work, etc.) or a response to particular concerns that emerge in the relevant documentation.

### 5.04 Departmental Consultation: Committees

- a) The Department Head shall consult formally at meetings convened for that purpose with eligible members of the Department in order to ascertain their views and to obtain their recommendation concerning appointment, reappointment, tenure and promotion.
- b) Faculty members eligible to be consulted are:
  - i) In the case of initial appointments, those of a rank equal

to or higher than the rank at which the appointment is to be made.

- ii) In the case of reappointments and promotions, those higher in rank than the candidate, except that in the case of reappointment of a Professor those holding the rank of Professor are eligible to be consulted.
  - iii) In the tenure cases, those who are tenured and of equal or higher rank.
- c) Consultation shall be achieved through standing committees. These committees shall be composed of all the eligible members of the Department, or of eligible members elected by the eligible members of the Department. Members of faculty from outside the Department may be added to the standing committee when the number of eligible members (not including the Head) is less than three (3). These additional members shall be chosen by the eligible members of the Department and approved by the Dean.

#### 5.05 Departmental Consultation: Letters of Reference

- a) Letters of appraisal from external referees on the quality and significance of the scholarly (including professional, and/or creative) achievements of the candidate shall be obtained when consideration is being given to:
  - i) initial appointment at, or promotion to, the rank of Associate Professor or Professor;
  - ii) tenure; or
  - iii) reappointment, when the departmental standing committee considers that it, or the Head considers that he or she, may recommend denial of reappointment, and a deficiency in scholarly work is a reason.

For purposes of clarification, in the case of promotion to Senior Instructor, letters of appraisal do not need to be from external referees.

- b) The Head shall solicit letters of appraisal from four referees, of whom at least two shall be taken from a list of names supplied by the candidate. If additional referees are required at any time, the number selected from the list supplied by the candidate shall never be less than the number otherwise selected. If additional referees are required the candidate shall, if need be, provide additional names so that there shall always be one more referee on the candidate's list than the number of referees to be selected from the list.
- c) Before selecting prospective referees for consideration the Head shall consult with the departmental standing committee about these referees.

#### 5.06 Departmental Committee: Meetings

- a) Consultation shall be conducted according to procedures agreed upon between the Head and the eligible members of the Department and approved by the Dean. The Head shall ensure that each faculty member in the Department is informed of the agreed procedures. The Dean shall collect and maintain an open file of all such procedures.
- b) Consultation shall include consideration of all relevant information, including any information submitted by the candidate as provided for in 5.02(b)(i) or 5.03 above, at formal meetings.
- c) Members of the departmental standing committee who cannot participate in the consultations may submit opinions in writing to the committee.
- d) The Head shall chair the departmental standing committee but shall not vote.
- e) Normally, the only material which will be considered is material that has been obtained following required or other recognized procedures. Material which will not normally be considered includes material solicited by the candidate and unsolicited material such as letters from third parties, fac-

ulty members who are not official appraisers, or students. If any material that would normally not be taken into account is considered and it is not supportive of the candidate, the contents of the material shall be revealed to the candidate. The candidate shall be given a reasonable opportunity to rebut or explain the contents, and this rebuttal or explanation shall be added to the file.

- f) When serious concerns about the candidacy arise in the departmental standing committee, the Head shall inform the candidate of that fact and the reasons therefore with sufficient particularity to enable the candidate to have a meaningful opportunity to respond either orally or in writing at the option of the committee and to introduce further relevant evidence. The candidate shall be provided with a summary of the referees' opinions, the summary to be prepared by a member of the departmental committee selected by the committee. The summary shall be prepared in such a way that the identities of the referees are not disclosed.
- g) The recommendation of the departmental standing committee shall be that of a majority.

#### 5.07 Head and the Department Recommendations

- a) When a Department has considered a reappointment, a tenure decision, or a promotion resulting from a periodic review under Article 9 below, the Head shall forward the following to the Dean:
  - i) the Head's recommendation with the basis for it;
  - ii) the recommendation, a record of the vote and the full report of the departmental committee;
  - iii) letters of appraisal from external referees;
  - iv) unsolicited information from faculty members or students that qualifies for consideration under Article 5.06(e); and

v) information submitted by the candidate pursuant to Article 5.02(b)(i) or 5.03.

b) The Head shall prepare the report of the departmental committee. The report shall contain a full statement of the reasons of the committee including a full statement of the majority and any minority opinions. Before sending the report to the Dean the Head shall circulate a draft to the committee and shall invite comments on the draft.

#### 5.08 Notification of Departmental Recommendations to Candidate

a) In all cases other than an initial appointment, the Head shall, at the time the recommendations are forwarded to the Dean, inform the candidate in writing of the recommendations being forwarded.

b) If the recommendation of either the Head or the standing committee is negative, the Head shall provide detailed and specific reasons in writing for any negative recommendation including respects in which the candidate is deemed to have failed to satisfy the applicable criteria. Where the Head's recommendation is negative but that of the standing committee is positive the Head shall also provide detailed and specific reasons for the positive recommendation.

c) The Head may provide detailed and specific reasons by giving to the candidate a copy of the recommendation being forwarded to the Dean but if that is done the recommendations shall be modified to the extent necessary to protect the confidentiality required under Article 5.01(d) and to protect the identity of referees.

d) The candidate shall be invited to make a timely response, which shall be added to the file pursuant to Article 5.03.

#### 5.09 Procedures for Institutes, Schools and Faculties without Formal Departments

a) Institutes and similar Academic Units shall follow the procedures consistent with those for Departments.

- b) Schools and similar Academic Units shall follow the procedures consistent with those for Departments or Faculties, depending on what is appropriate in the circumstance.
- c) In a Faculty not having formal departmental organization, the Dean shall ensure that recommendations for appointments, reappointments, tenure decisions, and promotions are arrived at by procedures and arrangements consistent with those for Departments and Faculties.

#### 5.10 Review by the Dean

The Dean shall review the recommendations received from the Head to ensure that proper procedures have been followed, that all relevant material has been considered, and that recommendations made are consistent with the evidence presented.

In the case of recommendations concerning tenure, promotion, or reappointment (when the Dean is considering not recommending in favour of reappointment) the Dean shall consult with an advisory committee. In the case of other recommendations the Dean may consult with an advisory committee.

The advisory committee shall be composed of tenured full professors, one-half of whom shall be elected by the faculty, and one-half of whom shall be selected by the Dean. Heads who are tenured full professors shall be eligible for selection by the Dean. In selecting members of the committee the Dean, having regard to the members who have been elected, shall take into account the need for representation of disciplines within the Faculty, including emerging disciplines and multi-disciplinary activities, and the need to maintain gender balance.

- a) The Dean may request further information from the Head and the departmental standing committee, and may also obtain such further information as is deemed appropriate.
- b) The Dean, after considering the advice of the advisory committee, (i) may refer the case back to the Head and the de-

partmental standing committee for reconsideration; or (ii) make a recommendation to the President pursuant to 5.11.

#### 5.11 Dean: Recommendation to the President

- a) The Dean shall, except when his or her decision concerning an initial appointment or a promotion not arising out of a periodic review under Article 9 below is negative, forward his or her recommendation to the President together with the recommendations received from the Department.
- b) If the Dean's recommendation is different from either that of the Head or that of the departmental standing committee, the Dean shall inform the President of the reasons for this.

#### 5.12 Dean: Informing the Candidate

- a) In all cases other than initial appointments, the Dean shall, at the time the recommendations are being forwarded to the President, inform the candidate in writing of his or her recommendation.
- b) If the recommendation of the Dean is negative, in opposition to the recommendation of the Head or the departmental standing committee, or for reasons not raised by the Head or the departmental standing committee, the Dean shall provide detailed and specific reasons in writing to the candidate including the respect in which he or she is deemed to have failed to satisfy the applicable criteria.
- c) The Dean may provide detailed and specific reasons by giving the candidate a copy of the Dean's recommendation to the President but if that is done the recommendation shall be modified to the extent necessary to protect the confidentiality under Article 5.01(d) and to protect the identity of referees.
- d) The candidate shall be asked to make a timely written response, which shall be added to the file pursuant to Article 5.03.

### 5.13 Dean: Informing the Head and Department

If the Dean's recommendation is not in accord with the recommendation of either the Head or the departmental standing committee, the Dean shall inform the Head of this fact and the reasons for it and the Head shall inform the members of the departmental standing committee.

### 5.14 Review by President

- a) All recommendations to the President concerning initial appointments at or promotions to the rank of Associate Professor or Professor, or concerning tenure decisions, shall be reviewed by the Senior Appointments Committee, which is a standing advisory committee established by and making recommendations to the President. The Faculty Association shall nominate a member of the Committee. A Dean whose recommendations are being considered by the committee may participate in the deliberations of the committee but shall not vote on the recommendations.
- b) The President may request a further review of a case by the Dean.
- c) If the President's decision respecting a candidate is not in accord with the recommendation of a departmental standing committee or the Senior Appointments Committee, the appropriate committee shall be informed of this fact and the reasons for it.

### 5.15 President: Informing the Candidate

- a) Except in the case of initial appointments, the President shall, at the time a decision is made on whether or not a recommendation is to be forwarded to the Board of Governors respecting a candidate, inform the candidate in writing of that decision with a copy to the Faculty Association.
- b) If the recommendation of the President is negative, the President shall provide detailed and specific reasons in writ-

ing to the candidate including the respects in which he or she is deemed to have failed to satisfy the applicable criteria and send a copy to the Association.

#### 5.16 Arbitration

- a) The President's decision to deny reappointment, tenure, or promotion may be subject to arbitration following the procedures as provided in Article 13 of this Agreement.
- b) Upon notice of appeal of a decision by the President to deny reappointment, tenure or promotion, the University will provide a copy to the Faculty Association of the candidate's file reviewed by the President. The file shall be modified to the extent necessary to protect the confidentiality required under Article 5.01(d) and to protect the identity of referees.

#### **Article 6. Policy Respecting Faculty with Familial Ties**

- 6.01 It is the policy of the University to treat all individuals equally with respect to appointment, salary, benefits, and rank. No bar to appointment or promotion will be offered because of familial ties. Before employing a member of the immediate family of the Head or any other member of the Department in any capacity, however, the Head shall bring the case to the attention of the Dean of the Faculty and the President in writing. Similarly, a Dean wishing to employ a member of his or her immediate family in any capacity shall inform the President in writing.
- 6.02 Administrators or faculty members must not take part in formal discussion or voting on the appointment, reappointment, tenure or promotion of persons related to them.

#### **Article 7. Period of Notice**<sup>18</sup>

##### 7.01

- a) A faculty member holding a term appointment with review for one year shall be notified by the Head of the Department by January 15 whether or not the appointment is likely to be

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18 See also *Letter of Understanding 4 re 12-Month Lecturers*

renewed, and shall be notified of the final decision by March 15.

- b) A faculty member holding a term appointment with review for more than one year shall be given at least twelve (12) months' notice of a decision not to renew the appointment.
- c) In all cases the notice shall be in writing.

#### 7.02

- a) Except with the agreement of the University, the resignation of a faculty member will take effect on June 30.
- b) A faculty member shall give notice of resignation well in advance of the date on which the resignation is to take effect.
- c) A faculty member who has accepted responsibilities for the academic year is expected to continue with the University until these responsibilities have been discharged.

### **Article 8. Appointments Involving Salaries from Non-University Funds**<sup>19</sup>

8.01 Persons on research appointments are normally appointed specifically as research workers with appropriate titles such as Research Associate. Such appointments do not lead to a tenured appointment. Persons who undertake teaching duties and who are supported by non-University funds may be given an honorary academic title.

#### 8.02

- a) Academic appointments other than those in Article 8.01 above may be funded jointly by the University and some other body such as an affiliated teaching hospital, or in some cases may be funded entirely from extra-mural sources such as a national granting agency. Persons holding such appointments shall be subject to the same procedures and criteria for initial appointment, reappointment, tenured appointment, and promotion that are applied to those holding ap-

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<sup>19</sup> See also *Letter of Understanding 7 re Appointments Involving Salaries from Non-University Funds (Article 8.02)*

pointments funded solely by the University. The award of a tenured appointment, however, shall be for the term of the grant or contract and shall be termed “tenure (grant).”

- b) The appointment notices received by faculty members supported by non-university funds in whole or in part shall state clearly the terms of appointment, and that the source of the salary funds is other than the University budget.
- c) A faculty member who has a tenured appointment (grant) may, with the agreement of the University, be given a full-time or part-time appointment without term.
- d) A faculty member holding a term appointment with review or a tenured appointment (grant) and supported by non-university funds in whole or in part shall, subject to funds being available, be given a minimum notice of one year if the appointment is to be terminated as a result of the termination of the non-university funds from which the member’s salary is paid.
- e) If an appointment supported by non-university funds in whole or in part is not to be renewed or is to be terminated for any reason other than the termination of non-university funds, the criteria and procedures applicable to appointments funded solely by the University shall govern.

## **Article 9. Periodic Review for Promotion**<sup>20</sup>

### 9.01

- a) A review of the record of each Associate Professor shall be conducted during the fifth year after appointment at or promotion to that rank, and every third year thereafter.
- b) A review of the record of each Assistant Professor shall be conducted during the fifth year after appointment at or promotion to that rank, and every second year thereafter.
- c) When a review is due under paragraph (a) or (b), the

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<sup>20</sup> See also *Letter of Understanding 6 re Procedures for Appointment, Reappointment, Tenure and Promotion* & re: *Periodic Review for Promotion (Articles 5 and 9)*

University shall, subject to 9.03 below, refrain from conducting that periodic review if requested to do so in writing by the faculty member concerned.

- d) When a faculty member has requested under paragraph (c) that a review not be conducted, the University shall conduct a periodic review in a subsequent year, before the next review is due under paragraph (a) or (b), if requested to do so in writing by the faculty member concerned. Such request shall be made to the Department Head no later than May 15 of the academic year preceding that in which the review is to be undertaken.
- e) When a review, undertaken at the request of the faculty member in accordance with paragraph (d), does not result in a promotion, the faculty member concerned shall not be entitled to a further periodic review until the third year (in the case of an Associate Professor) or the second year (in the case of an Assistant Professor) after the year in which the review was conducted.

9.02 A review of the record of a Senior Instructor shall be conducted at his or her request, during the fifth year after appointment at or promotion to that rank, or in subsequent years, provided that such reviews shall not be conducted more frequently than every three years.<sup>21</sup>

9.03 The provisions of this section do not preclude the University from conducting reviews or making recommendations for promotion at any time.

## **Article 10. Disciplinary Measures**

10.01 Definitions:

“Cause” for the purpose of dismissal means incompetence, gross misconduct, or refusal or unjustifiable failure to carry out one’s reasonable duties;

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21 See also *Letter of Understanding 5 re Types of Appointments and Titles and Ranks*

“Cause” for the purpose of suspension or disciplinary measures is understood to be less than is required to be shown for dismissal, but no dismissal, suspension or discipline shall be sustained unless the University can show just cause;

“Days” means calendar days, excepting statutory holidays;

“Disciplinary measure” means the imposition of a penalty such as a warning or formal reprimand other than termination of appointment or suspension, but does not include an oral or written comment on performance unless that comment is accompanied by a warning or reprimand, and does not include a measure taken under regulations approved by the Board of Governors or the Senate covering such matters as parking or use of the library;

“Scholarly misconduct” has the same meaning as given in University Policy Number 85: Scholarly Integrity;

“Sexual harassment” has the same meaning as given in University Policy Number 3: Discrimination and Harassment;

“Suspension” by way of discipline means the release of a faculty member from his or her duties for a specified period during which time rights and privileges as a faculty member are withdrawn and salary is reduced or discontinued, but does not include the reduction or discontinuance of the salary of a faculty member who is unable to discharge University duties for reasons such as emotional or physical incapacity or unavoidable absence from the University;

“Termination of appointment” means the release of a faculty member without his or her agreement before the term of the contract or, in the case of those holding tenured appointments, before the normal retirement age, but does not include a decision not to award an appointment with review, or a decision not to renew an appointment which has a term of twelve (12) months or less, and shall not include the ending of an appointment for financial exigency or redundancy; and

“Temporary suspension” means a suspension imposed by the President pending the outcome of an investigation into allegations against a faculty member.

#### 10.02 Temporary Suspension

- a) The President may impose a temporary suspension on a faculty member pending the outcome of an investigation of allegations against the faculty member.
- b) During a temporary suspension a faculty member may be relieved from some or all of his or her duties and may be deprived of some of his or her rights and privileges; but his or her salary should not be reduced or discontinued during the period of temporary suspension.
- c) The period of a temporary suspension shall not normally be longer than sixty (60) days.

#### 10.03 Termination and Suspension for Cause: Decision of the President

When the President considers that appropriate grounds may exist for the termination of an appointment for cause or for the suspension of an appointment for cause, the President shall inform the faculty member concerned in writing.

Within twenty-one (21) days of receiving written notification from the President, the President and the faculty member shall meet to discuss the matter in the presence of the Dean concerned, the Head of the faculty member’s Department and a professor holding a tenured appointment acceptable to both the President and the President of the Faculty Association. The President and the faculty member concerned shall be entitled to bring counsel or other advisors to this meeting. The Chair of the Faculty Association’s Personnel Services Committee or the Chair’s representative shall attend the meeting.

If, following this meeting, the President decides to proceed with termination for cause or with the suspension for cause, the

President shall inform the Association and the faculty member in writing of the termination or suspension.

Within forty-two (42) days after receipt of this notice the Association may give written notice to the President that it wishes to proceed to arbitration.

#### 10.04 Termination and Suspension: Arbitration

Articles 21.11 to 21.15 inclusive of the *Agreement on the Framework for Collective Bargaining* apply to the submission to arbitration of a decision of the President to terminate or suspend a faculty member.

#### 10.05 Disciplinary Measures: Imposition

A Head or a Dean may impose a disciplinary measure on a faculty member; and shall at the time of the decision inform the faculty member in writing of the measure and the reasons for it.

#### 10.06 Disciplinary Measures by a Head: Grievance

If the faculty member wishes to dispute the imposition of discipline imposed by a Head the grievance procedures in Articles 21.04 to 21.10 inclusive of the *Agreement on the Framework for Collective Bargaining* shall apply.

#### 10.07 Disciplinary Measures by a Dean: Grievance

If a member of the bargaining unit wishes to dispute the imposition of a reprimand or other discipline initially imposed by a Dean he or she shall, within forty-two (42) days of being informed in writing by the Dean of the imposition of the discipline, notify the Dean in writing. The grievance shall be pursued in accordance with Articles 21.04 to 21.10 inclusive of the *Agreement on the Framework for Collective Bargaining*.

#### 10.08 Disciplinary Measures: Arbitration

Articles 21.11 to 21.15 inclusive of the *Agreement on the Framework for Collective Bargaining* apply to the submission

to arbitration of a dispute on the imposition of disciplinary measures.

**Article 11. Procedures in the Case of Emotional or Physical Incapacity**

A faculty member suffering from emotional or physical incapacity may be granted leave in some form. Should there be disagreement between the University and the faculty member about this incapacity, the evidence shall be studied and recommendations made by a committee of medical personnel appointed in the following manner. The individual concerned and the President shall each nominate a medical practitioner to sit on the committee who shall then agree on a further medical practitioner as chair. If the two nominees are unable to agree, the chair shall be chosen by the President of the Council of the College of Physicians and Surgeons of British Columbia.

**Article 12. Financial Exigency and Redundancy**

12.01 Financial Exigency

Provided that an *Agreement on the Framework for Collective Bargaining* is in force, the criteria and procedures for any alteration in the conditions of appointment of any faculty member because of financial exigency in the University will be negotiated by collective bargaining between the Parties in accordance with the provisions of that agreement.

12.02 Redundancy

Provided that an *Agreement on the Framework for Collective Bargaining* is in force, the criteria and procedures for any alteration in the conditions of appointment of any faculty member because of redundancy in a Department, School, or Faculty will be negotiated by collective bargaining between the Parties in accordance with the provisions of that agreement.

## **Article 13. Appeal of Decisions on Reappointment, Tenure and Promotion**

### 13.01 Interpretation

For the purpose of this Article:

“Arbitration” means arbitration proceeding in accordance with Articles 21.11 to 21.15 of the *Agreement on the Framework for Collective Bargaining* as modified by this Article.

“Decision” means a determination made by the President not to recommend reappointment, tenure, or promotion after periodic review.

“Evidence” means the information that was, or should have been, considered at each stage of the process leading to a decision.

“Procedural error” means a failure or failures to follow required procedures or a failure or failures to consider relevant evidence.

### 13.02 Informal Settlement

- a) Nothing in this Agreement shall prevent the use of informal means to settle disputes relating to reappointment, tenure, or promotions, such as ad hoc reviews of recommendations and decisions.
- b) The use of informal means to settle disputes shall not affect the right of the Association to appeal a decision.
- c) The right of the Association to refer any decision to arbitration is hereby recognized.

### 13.03 Time Limits

- a) If the Association wishes to refer a decision of the President to arbitration it shall notify the President in writing within twenty-one (21) days of receiving reasons under Article 5.15.
- b) Where an informal review of the decision has been com-

menced by the University in accordance with Article 13.02(a) above, the times referred to in paragraph (a) of this section shall run from the time the faculty member receives the written notice of the result of the review.

- c) The time limits set out in paragraphs (a) and (b) above may be extended by the Arbitration Board.

#### 13.04 Arbitration

The Arbitration Board shall be constituted and shall conduct its proceedings pursuant to Articles 21.11 to 21.15 inclusive of the *Agreement on the Framework for Collective Bargaining*.

#### 13.05 Order of Proceeding

The Party bearing the burden of proof shall present its case first.

#### 13.06 Burden of Proof

In proceedings before the Board, the burden of proof shall be on the appellant.

#### 13.07 Jurisdiction

- a) A decision may be appealed on the ground that it was arrived at through procedural error or on the ground that it was unreasonable.
- b) When procedural error is a ground of appeal and a Board decides that there was a procedural error, a Board may:
  - i) dismiss the appeal if it is satisfied the error has not resulted in a wrong decision;
  - ii) if the error may have resulted in a wrong decision:
    - a) direct that the matter in question be reconsidered commencing at the level of consideration at which the error occurred. In so ordering the Board shall specifically identify the error, shall give specific direc-

tions as to what is to be done on the reconsideration, and shall adjourn the hearing until reconsideration has taken place; or

- b) if it decides that the error was of such a nature that it would not be possible for the matter to be fairly dealt with on a reconsideration, decide the appeal on the substantive merits.
- c) When unreasonableness is a ground of the appeal the Board shall reverse the decision if it finds that on the evidence the decision is unreasonable; otherwise it shall dismiss the appeal.
- d) When procedural error and reasonableness are grounds of appeal a Board may exercise any of the powers conferred by (b) and (c) above.

#### 13.08 Decisions of the Arbitration Board

- a) The Board shall reach a decision within twenty-one (21) days of its final meeting at which evidence is presented.
- b) The decision of the Board shall be that of the majority.
- c) The Board shall forward its decision to the President and to the Association together with written reasons for the decision.

#### **Article 14. Right of Access to CAUT**

Nothing in this Agreement shall prevent a faculty member from invoking the assistance of the Canadian Association of University Teachers at any time.

#### **Article 15. Extension of Time**

The time limits specified in this Agreement may, unless otherwise provided, be varied by agreement of the Parties.

### **Article 16. Application**

Subject to Article 17, this Agreement applies to faculty members who hold appointments on, or who are appointed on or after, July 1, 2006.

### **Article 17. Ratification of Agreements**

The Association undertakes to submit this Agreement and any amendments subsequently made to it to the members of the bargaining unit for ratification by a majority of those voting in a mail ballot.

### **Article 18. Entry into Force**

This Agreement shall enter into force upon signature by the President of the University and the President of the Faculty Association following ratification of the Agreement by the Board of Governors of the University, and ratification by the Association in accordance with Article 17 above.

### **Article 19. Copies of the Agreement**

The University shall provide, at its own cost, one (1) copy of this Agreement to each member of the bargaining unit and provide the Association with two hundred and fifty (250) copies of the Agreement.

### **Article 20. Duration of Agreement**

This Agreement shall continue in force until it is terminated by agreement of the Parties.

### **Article 21. Amendments**

Amendments to this Agreement may be made by agreement of the Parties; provided that, when an *Agreement on the Framework for Collective Bargaining* is in force between the University and the Association, such amendments shall be made in accordance with the procedures set out in Article 9 of that Agreement.

Signed this day the 15th day of June 2006

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Brenda Peterson, *President*

**LETTER OF UNDERSTANDING 4**  
**BETWEEN**  
**THE UNIVERSITY OF BRITISH COLUMBIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE UNIVERSITY**  
**OF BRITISH COLUMBIA**

**Re: 12-Month Lecturers**

A 12-month Lecturer who had previously held an appointment as a Sessional Lecturer and who is not to be re-appointed as a 12-month Lecturer shall be given at least one month's notice and immediately qualify for reappointment under the provisions of the *Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members*, and shall maintain all her/his accumulated service and benefits.

A 12-month Lecturer who had not previously held an appointment as a Sessional Lecturer and who is not to be re-appointed as a 12-month Lecturer shall be given notice or pay in lieu of notice on the following scale:

Less than Five Years of Consecutive Service	1 month
Five or More Years of Consecutive Service	2 months

Signed this day the 15th day of June 2006

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Brenda Peterson, *President*

**LETTER OF UNDERSTANDING 5**  
**BETWEEN**  
**THE UNIVERSITY OF BRITISH COLUMBIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE UNIVERSITY**  
**OF BRITISH COLUMBIA**

**Re: Types of Appointments and Titles and Ranks**

The University and the Faculty Association have formed a joint committee comprised of an equal number of representatives of each party.

The joint committee will continue to consider the provisions of the *Agreement on Conditions of Appointment for Faculty* concerning the Instructor titles and ranks and the 12-Month Lecturer rank with a view to making recommendations to the Parties as to how the Collective Agreement can better accommodate and recognize their contributions to the University's teaching mission. As part of its consideration of the Instructor titles and ranks, the joint committee shall consider the ability of Senior Instructors to promote to the professorial ranks.

The committee will further consider the role of Sessional Lecturers with respect to their contributions to the University's teaching mission.

The joint committee shall have considerable latitude in determining how to carry out its responsibilities but will be required to consider models at other universities for a review of best practices.

The joint committee shall report no later than December 31, 2006.

Any recommendation of the joint committee shall be submitted to the University and the Faculty Association for ratification and if both parties ratify, the recommendations shall form part of the Collective Agreement pursuant to Article 27 of the *Agreement on the Framework for Collective Bargaining*. If there is no agreement by December 31, 2006, the parties agree to refer these matters to the facilitated discussion process.<sup>22</sup>

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22 See also *Letter of Understanding 3 re Facilitated Discussion*

Signed this day the 15th day of June 2006

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Brenda Peterson, *President*

**LETTER OF UNDERSTANDING 6**  
**BETWEEN**  
**THE UNIVERSITY OF BRITISH COLUMBIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE UNIVERSITY**  
**OF BRITISH COLUMBIA**

**Re: Procedures for Appointment, Reappointment,  
Tenure and Promotion**  
**Re: Periodic Review for Promotion**  
**(Articles 5 and 9)**

The University and the Faculty Association formed a joint committee in 2005 to consider the provisions of the *Agreement on Conditions of Appointment for Faculty* in Articles 5 and 9 outlining the procedures for promotion and tenure, with a view to making recommendations to the Parties on how these procedures can be organized and simplified to ensure an appropriate balance between the right of a candidate to fairness and effective decision-making. The parties understand that the joint committee is near completion of its work.

The Joint Committee shall report no later than September 15, 2006.

Any recommendation of the joint committee shall be submitted to the University and the Faculty Association for ratification and if both parties ratify, the recommendations shall form part of the Collective Agreement pursuant to Article 27 of the *Agreement on the Framework for Collective Bargaining*.

Signed this day the 15th day of June 2006

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Brenda Peterson, *President*

LETTER OF UNDERSTANDING 7  
BETWEEN  
THE UNIVERSITY OF BRITISH COLUMBIA  
AND  
THE FACULTY ASSOCIATION OF THE UNIVERSITY  
OF BRITISH COLUMBIA

**Re: Appointments Involving Salaries from  
Non-University Funds  
(Article 8.02)**

The University and the Faculty Association have formed a joint committee comprised of an equal number of representatives of each party, including representation from the Faculty of Medicine.

The Joint committee will continue to consider Article 8.02 of the *Agreement on Conditions of Appointment for Faculty* and in particular the provisions concerning tenure (grant), often referred to as “grant tenure”, with a view to making recommendations to the Parties as to how the Collective Agreement can address concerns regarding tenure (grant), including consideration of a process to consider grant tenure faculty members for tenured positions as they become available.

The joint committee shall have considerable latitude in determining how to carry out its responsibilities, but will be required to consider models at other universities for a review of best practices.

The joint committee shall report no later than December 31, 2006.

Any recommendation of the joint committee shall be submitted to the University and the Faculty Association for ratification and if both parties ratify, the recommendations shall form part of the Collective Agreement pursuant to Article 27 of the *Agreement on the Framework for Collective Bargaining*.

Signed this day the 15th day of June 2006

For The University of  
British Columbia:

Martha Piper, *President*

For the UBC Faculty Association:

Brenda Peterson, *President*

# AGREEMENT ON CONDITIONS OF APPOINTMENT FOR LIBRARIANS

The University of British Columbia and the Faculty Association of The University of British Columbia have agreed on the following conditions of appointment for librarians at The University of British Columbia.

## **Article 1. Interpretation**

1.01 For the purpose of this Agreement:

“Association” means the Faculty Association of The University of British Columbia;

“Faculty Agreement” means the *Agreement on Conditions of Appointment for Faculty*;

“Framework Agreement” means the *Agreement on the Framework for Collective Bargaining*;

“Librarian” means a person appointed as a librarian or an archivist;

“Parties” means The University of British Columbia and the Faculty Association of The University of British Columbia;

“President” means the President of The University of British Columbia;

“Supervising librarian” means the administrative librarian to whom a librarian primarily reports;

“University” means The University of British Columbia.

1.02 Wherever in this Agreement the singular is used, the reference shall include the plural where the context so requires.

## **Article 2. Types of Appointment**

2.01 Appointments may be (a) term appointments or (b) confirmed

appointments. The term of every appointment and the termination date shall be clearly stated on the appointment notice received by the appointee.

## 2.02 Term Appointments

Term appointments are of the following two kinds:

### a) Term Appointments Without Review<sup>23</sup>

Appointments without review are full-time or part-time appointments for a specified limited term. There is no implication that the appointee will be considered for any further appointment of this or any other kind on the expiration of the specified term. Full-time appointments without review may not be held for more than three (3) consecutive years. Term appointments without review are normally for one (1) year. Each year the University will provide to the Association a list of those holding term appointments without review.

### b) Probationary Appointments

- i) Probationary appointments are full-time appointments that, although being for a specified term, carry the implication that the appointee will be considered for further appointment in accordance with the procedures and criteria described below. A probationary appointment is normally for a three-year term.
- ii) Any librarian holding a probationary appointment is eligible for consideration for a confirmed appointment. Normally by the end of an appointee's second year of continuous service in a probationary appointment, a recommendation must be made to the President by the University Librarian to grant or deny a confirmed appointment. The decision to recommend or deny a confirmed appointment may, however, be postponed until the third year of appointment with the concurrence of

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23 See also *Memorandum of Understanding re Hourly-Paid Librarians*

the appointee. An early recommendation to grant a confirmed appointment may be made if the appointee has had academic, professional, or other comparable experience before being appointed by the University; however, the procedures in Article 4 shall apply.

- iii) A decision not to grant a confirmed appointment will normally be followed by a one year terminal appointment. If notice of a decision not to grant a confirmed appointment is given before the end of the second year of a probationary appointment, the third year of the probationary appointment shall be the terminal year. If notice of a decision not to grant a confirmed appointment is given during the third year of a probationary appointment the appointee shall be granted an appointment for a fourth year, the fourth year to be the terminal year.
- iv) No librarian will acquire a confirmed appointment by reason only of holding a probationary appointment that extends beyond the third year of continuous service.

### 2.03 Confirmed appointments

Confirmed appointments are full-time appointments except when the University and a librarian have agreed to change such an appointment from full-time to part-time. They cannot be terminated before normal retirement age except in accordance with Article 9 below, or for financial exigency or redundancy. Termination for financial exigency or redundancy shall be in accordance with any applicable criteria and procedures established under Article 12 of the Faculty Agreement. Until such criteria and procedures are established the *Agreement on the Termination or Non-Renewal of Faculty Appointments for Financial Exigency* as amended shall apply to librarians.

### 2.04 Appointments involving salaries from non-University funds

- a) Appointments may be funded jointly by the University and some other body, or in some cases may be funded entirely from non-University sources. Librarians holding such ap-

pointments shall be subject to the same procedures and criteria for initial appointment and confirmed appointment that are applied to those holding appointments funded solely by the University. The award of a confirmed appointment, however, shall be for the term of the grant or contract and shall be termed “confirmed (grant)”.

- b) The appointment notices for those supported by non-University funds in whole or in part shall state clearly the terms of appointment and indicate which accounts are non-University funds and the amounts paid from those accounts.
- c) A librarian who has a confirmed full-time appointment (grant) may, with the agreement of the University, be given a full- or part-time confirmed appointment.
- d) A librarian holding a probationary appointment or a confirmed appointment (grant) and supported by non-University funds in whole or in part shall, subject to funds being available, be given a minimum notice of one year if the appointment is to be terminated as a result of the termination of the non-University funds from which the librarian’s salary is paid.
- e) If an appointment supported by non-University funds in whole or in part is not to be renewed or is to be terminated for any reason other than the termination of non-University funds, the criteria and procedures applicable to appointments funded solely by the University shall govern.

### **Article 3. Criteria for Appointments**

- 3.01 An initial appointment as a librarian requires at least an undergraduate degree from a university of recognised standing and a degree from an accredited school of library, archival or information science, or alternative qualifications accepted by the University for holding a professional position in the Library. It may also require appropriate experience and knowledge of a particular subject.

### 3.02

- a) Candidates for confirmed appointment are judged principally on performance in their professional work.
- b) Recognition, however, will be accorded to the attainment of advanced degrees in librarianship or other pertinent disciplines, and to other contributions to the University, to the profession, to scholarship and to the community as defined in Articles 4.03 and 4.04 of the Faculty Agreement. Attainments or other contributions in the areas listed in this subclause (b) cannot, however, compensate for deficiencies in professional work.

3.03 Judgements of an individual shall be made objectively.

3.04 Confirmed appointments are granted to individuals who have maintained a high standard of performance in their professional work and show promise of continuing to do so. The decision to grant such an appointment may take into account the interest of the University in maintaining academic strength and balance, but no librarian holding a probationary appointment shall be denied a confirmed appointment on the ground the University has established quotas for those holding confirmed appointments.

## **Article 4. Procedures for Appointments – General Provisions**

4.01 All appointments are made by the Board of Governors upon the recommendation of the President.

4.02 Where a Selection Committee is to be appointed the Committee shall include at least five librarians who hold confirmed appointments, including two administrative librarians and two general librarians and, who if practicable, work in the area in which the librarian is, or will be, employed. The Chair shall be elected from within the Committee. The recommendation of the Selection Committee shall be that of a majority. The supervising librarian shall participate in the work of the Committee but shall not vote.

- 4.03 It is expected that confidentiality will be respected by all those participating in the consultations.
- 4.04 The procedures in Articles 5 and 6 do not apply to appointments to administrative positions, including that of a Head of a division or a branch.

#### **Article 5. Initial Appointments**

- 5.01 For the purpose of this Article initial appointments shall include:
- a) probationary appointments;
  - b) appointment without review;
  - c) internal appointments (An internal appointment is an appointment open only to candidates who already hold an appointment as a professional librarian.);
  - d) confirmed appointments that are not preceded by a probationary appointment.
- 5.02
- a) A recommendation on the making of an initial appointment shall be made to the University Librarian by a Selection Committee.
  - b) The supervising librarian to whom the appointee will report shall also make a recommendation to the University Librarian.
  - c) If the University Librarian decides in favour of recommending the appointment, he or she shall forward it to the President.
  - d) In the case only of appointments under Article 5.01(d), the President shall refer the recommendation to the Librarians' Appointments Committee pursuant to Article 6.06(a), but otherwise the provisions of Article 6 shall not apply.

**Article 6. Confirmed Appointments**  
**(other than initial confirmed appointments)**

6.01 Meetings with the Candidate

- a) At the end of the first year of a probationary appointment the candidate's supervising librarian shall meet with the candidate. The purpose of the meeting is to review the candidate's performance for the year, to identify any potential difficulties with the candidature and to assist the candidate with any concerns.
- b) If a decision is made pursuant to Article 2.02 (b)(ii) to postpone consideration of a confirmed appointment until the third year of appointment, a meeting of the candidate and supervising librarian shall be held at the end of the second year of appointment to review the candidate's performance for the year, to identify any potential difficulties with the candidature and to assist the candidate with any concerns.
- c) When a librarian is to be considered for a confirmed appointment under Article 2.02(b)(ii), the supervising librarian shall meet with the candidate before the submission of information to be supplied by the candidate. The purpose of this meeting is:
  - i) to advise the candidate that it is his/her responsibility to provide an up-to-date curriculum vitae and other relevant information to the supervising librarian, prior to a date set by the supervising librarian, provided that this date is no earlier than six (6) months prior to the expiry of the probationary period; and ,
  - ii) to identify any potential difficulties with the candidature and to assist the candidate with any concerns.
- d) The librarian may bring a colleague to each of the above meetings.
- e) At the conclusion of each of the above meetings, the matters

discussed shall be recorded in an agreed memorandum. Any concerns expressed by the supervising librarian are his/her own views.

## 6.02 The Review Committee

- a) During the second year of a probationary appointment, or if a decision is made pursuant to Article 2.02 (b)(ii) to postpone consideration of a confirmed appointment until the third year of a probationary appointment, then during the third year, the candidate's supervising librarian shall establish a Review Committee according to the procedures for establishing a Selection Committee, contained in Article 4.02(b) concerning the awarding of a confirmed appointment. The supervising librarian shall assemble documentation for review by the Review Committee, including: the agreed memorandum, or memoranda, prepared pursuant to Article 6.01(a) or 6.01(b); a performance review of the candidate's first, and if appropriate, second year of appointment; a current curriculum vitae and other relevant information to be supplied by the candidate; letters of appraisal of the candidate's performance from a minimum of four general and administrative librarians who have direct knowledge of the candidate's performance.
- b) When serious concerns arise during the review process to be conducted under paragraph (a) above, the supervising librarian shall, before any final decision is reached by the Committee, inform the candidate of that fact and the reasons therefore with sufficient particularity to enable the candidate to have a meaningful opportunity to respond orally or in writing and to introduce further relevant evidence. The supervising librarian shall provide the candidate with a summary of the letters of appraisal prepared in such a way as to preserve the anonymity of those who wrote the letters of appraisal.
- c) The supervising librarian shall assemble and forward to the University Librarian the following documentation:

- i) the materials assembled pursuant to 6.02 (a) and (b) above;
- ii) the Committee's recommendation and a record of the Committee's deliberations and vote; and
- iii) the supervising librarian's recommendation.

#### 6.03 Recommendations: Informing the Candidate

- a) The supervising librarian shall, at the time the recommendations are forwarded to the University Librarian, inform the candidate in writing of the recommendations being forwarded.
- b) If the recommendation of either the supervising librarian or of the Review Committee is negative, the supervising librarian shall provide detailed and specific reasons in writing for any negative recommendation. Where the supervising librarian's recommendation is negative and that of the Review Committee is positive the supervising librarian shall also provide detailed and specific reasons for the positive recommendation.
- c) The supervising librarian may provide detailed and specific reasons by giving to the candidate a copy of the recommendations being forwarded to the University Librarian, but if that is done the recommendation shall be modified to the extent necessary to protect confidentiality and to protect the identity of writers of letters of appraisal.
- d) The candidate shall be invited to make a timely response, which shall be added to the file.

#### 6.04 Procedures for Librarians Outside the Library

In a Faculty in which a librarian is employed, the Dean shall ensure that a recommendation for confirmed appointment is arrived at by procedures and arrangements consistent with those for the Library.

## 6.05 The University Librarian

- a) The University Librarian shall review the recommendations received to ensure that proper procedures have been followed, that all relevant material has been considered, and that the recommendation made is consistent with the evidence presented. The University Librarian may consult such Assistant University Librarians as he or she decides. The University Librarian shall make his or her recommendation regarding the confirmed appointment in accordance with Article 6.05(b) and (c).
- b) The University Librarian shall forward his or her recommendation to the President together with the recommendations received from the supervising librarian and the Review Committee.
- c) If the University Librarian's recommendation is different from that of the supervising librarian or the Review Committee the University Librarian shall inform the President of the reasons for this.

## 6.06 The University Librarian: Informing the Candidate

- a) The University Librarian shall, at the time his or her recommendation is being forwarded to the President, inform the candidate in writing of his or her recommendation.
- b) If the recommendation of the University Librarian is negative, in opposition to the recommendations of the supervising librarian or the Review Committee, or for reasons not raised by the supervising librarian or the Review Committee, the University Librarian shall provide details and specific reasons in writing to the candidate.
- c) The University Librarian may provide detailed and specific reasons by giving the candidate a copy of the University Librarian's recommendation to the President, but if this is done the recommendation shall be modified to the extent

necessary to protect confidentiality and to protect the identity of the writers of letters of appraisal.

- d) The candidate shall be asked to make a timely response, which shall be added to the file.

#### 6.07 Librarians' Appointments Committee

All recommendations to the President concerning confirmed appointments shall be reviewed by the Librarians' Appointments Committee, which is a standing advisory committee established by and making recommendations to the President. A librarian whose recommendations are being considered by the committee may participate in the deliberations of the committee but shall not vote on the recommendations. There shall be a majority of librarians who hold confirmed appointments on the Librarians' Appointments Committee who have not played a role in the review process.

#### 6.08 Supplementing the File

In the case of recommendation on a confirmed appointment the candidate, or the Library, has the right up to the President's decision, to supplement the candidate's file by the addition of new, unsolicited information or a response to particular concerns that emerge in the relevant documentation.

#### 6.09 President: Informing the Candidate

- a) The President shall, at the time a decision is made on whether or not a recommendation is to be forwarded to the Board of Governors respecting a candidate, inform the candidate in writing of that decision.
- b) If the recommendation of the President is negative, the President shall provide detailed and specific reasons in writing to the candidate including the respects in which he or she is deemed to have failed to satisfy the applicable criteria and send a copy to the Association.

## 6.10 Appeal of Decisions on Denial of Confirmed Appointments

- a) The President's decision to deny a confirmed appointment may be subject to arbitration following the procedures as provided in Article 13 of the Faculty Agreement.
- b) The provisions of Article 13 of the Faculty Agreement and any amendments thereto shall apply as applicable to librarians. The provisions, however, shall be modified as follows:
  - i) Any references to decisions relating to promotion are inapplicable.
  - ii) In Article 13.07 of the Faculty Agreement, procedural error means an error regarding the procedures under this Librarians' Agreement.

## **Article 7. Vacations and Leave**

### 7.01 Vacation

The normal vacation should be arranged between the librarian and her or his supervising librarian.

### 7.02 Leave

Leave provisions and University policies including maternity leave, sick leave, study leave, political leave, and leave without pay for faculty members shall apply to librarians.

### 7.03 Procedures in the case of Emotional or Physical Incapacity

Article 11 of the Faculty Agreement shall apply to librarians.

## **Article 8. Policy Respecting Faculty with Familial Ties**

When a librarian is in a position to influence personnel decisions (such as the recruitment, offer of employment, salaries, evaluation of performance, promotion, granting of a confirmed appointment, imposing disciplinary measures, or termination of employment) with respect to another with whom the librarian has a relationship which might reasonably be construed as raising a conflict or potential conflict of

interest, then the librarian has a duty to disclose the situation to the University Librarian.

Librarians are expected to avoid apparent and actual conflict of interest situations by not participating in the decision-making process with respect to the other person. For example, a librarian is required to withdraw from deliberations regarding another librarian's case for confirmed appointment.

## **Article 9. Disciplinary Measures**

9.01 For the purpose of this Agreement:

“Cause” for the purpose of dismissal, means incompetence, gross misconduct, or refusal or unjustifiable failure to carry out one's reasonable duties;

“Cause”, for the purpose of suspension or disciplinary measures, is understood to be less than is required to be shown for dismissal, but no dismissal, suspension or discipline shall be sustained unless the University can show just cause;

“Days” means calendar days, excepting statutory holidays;

“Disciplinary measure” means the imposition of a penalty such as warning or formal reprimand other than termination of appointment or suspension, but does not include an oral or written comment on performance unless that comment is accompanied by a warning or reprimand, and does not include a measure taken under regulations approved by the Board of Governors or the Senate covering such matters as parking or use of the Library;

“Sexual harassment” has the same meaning as given in University Policy Number 3: Discrimination and Harassment;

“Suspension” by way of discipline means the release of a librarian from his or her duties for a specified period during which time rights and privileges as a librarian are withdrawn and salary is reduced or discontinued, but does not include the reduction or discontinuance of the salary of a librarian who is unable to dis-

charge University duties for reasons such as emotional or physical incapacity or unavoidable absence from the University;

“Termination of appointment” means the release of a librarian without his or her agreement before the expiry of the term of the contract, or in the case of those holding confirmed appointments, before the normal retirement age, but does not include a decision not to award a confirmed appointment and shall not include the ending of an appointment for financial exigency or redundancy;

“Temporary suspension” means a suspension imposed by the President pending the outcome of an investigation into allegations against the librarian.

## 9.02 Temporary Suspension

- a) The President may impose a temporary suspension on a librarian pending the outcome of an investigation into allegations against the librarian.
- b) During a temporary suspension a librarian may be relieved from some or all of his or her duties and may be deprived of some or all of his or her rights and privileges; but his or her salary should not be reduced or discontinued during the period of temporary suspension.
- c) The period of temporary suspension shall not normally be longer than sixty (60) days.

## 9.03 Termination and Suspension for Cause: Decision of the President

- a) When the President considers that appropriate grounds may exist for the termination of an appointment for cause or for suspension of an appointment for cause the President shall inform the librarian concerned in writing.
- b) Within twenty-one (21) days of receiving written notification from the President, the President and the librarian shall meet to discuss the matter in the presence of (i) the

University Librarian, (ii) the supervising librarian, and (iii) a librarian holding the confirmed appointment, or a faculty member holding an appointment without term acceptable to both the President and the President of the Faculty Association. The President and the librarian concerned shall each be entitled to bring counsel or other advisors to this meeting. The Chair of the Faculty Association's Personnel Services Committee or the Chair's representative shall attend the meeting.

- c) If, following this meeting, the President decides to proceed with the termination for cause or with the suspension for cause, the President shall inform the Association and the librarian in writing of the grounds for the termination suspension.
- d) Within forty-two (42) days after receipt of this notice the Association may give written notice to the President that it wishes to proceed to arbitration.

#### 9.04 Termination and Suspension: Arbitration

Articles 21.11 to 21.15 inclusive of the Framework Agreement apply to the submission to arbitration of a decision of the President to terminate or suspend a librarian.

#### 9.05 Disciplinary Measures: Imposition

A supervising librarian or the University Librarian may impose a disciplinary measure on a librarian; and shall at the time of the decision inform the librarian in writing of the measure and the reasons for it.

#### 9.06 Disciplinary Measures by the Supervising Librarian: Grievance

- a) If the librarian wishes to appeal the imposition of discipline by a supervising librarian, the librarian shall, within twenty-one (21) days of being informed in writing under Article 9.05, notify the University Librarian in writing of the intent to appeal.

- b) The University Librarian, if requested, shall meet with the librarian and the Association.
- c) Within twenty-one (21) days of having received notice under Article 9.06 (a) the University Librarian shall provide written notice of his or her disposition of the appeal to the librarian and to the Association.
- d) If the Association decides to carry forward the grievance it shall, within twenty-one (21) days of receiving the written decision of the University Librarian, notify the appropriate Vice President in writing that it wishes to proceed to arbitration.
- e) Articles 21.11 to 21.15 inclusive of the Framework Agreement apply to the submission to arbitration.

#### 9.07 Disciplinary Measures by the University Librarian: Grievance

- a) If a librarian wishes to appeal discipline initially imposed by the University Librarian, the librarian shall, within twenty-one (21) days of being informed in writing by the University Librarian of the discipline, notify the appropriate Vice President and the Association of his or her wish to appeal the discipline.
- b) If the Association decides to carry the appeal forward it shall within twenty-one (21) days of receiving the notification of the librarian's wish to appeal notify the appropriate Vice President that it wishes to proceed to arbitration.
- c) Articles 21.11 to 21.15 inclusive of the Framework Agreement apply to the submission to arbitration

### **Article 10. Financial Exigency and Redundancy**

#### 10.01 Financial Exigency

Provided that an *Agreement on the Framework for Collective Bargaining* is in force, the criteria and procedures for any alteration in the conditions of appointment of any librarian because

of financial exigency in the University will be negotiated by collective bargaining between the Parties in accordance with the provisions of that agreement.

#### 10.02 Redundancy

Provided that an *Agreement on the Framework for Collective Bargaining* is in force, the criteria and procedures for any alteration in the conditions of appointment of any librarian because of redundancy in the University Library will be negotiated by collective bargaining between the Parties in accordance with the provisions of that agreement.

#### **Article 11. Articles**

Articles 14, 15, 20 and 21 of the Faculty Agreement, are incorporated in this Librarians' Agreement.

#### **Article 12. Ratification**

The Association undertakes to submit this Agreement and any amendments subsequently made to it to the librarians who are members of the bargaining unit and are members of the Association for ratification by a majority of those voting in a mail ballot.

#### **Article 13. Entry into Force**

This Agreement shall enter into force upon signature by the President of the University and the President of the Faculty Association following ratification of the Agreement by the Board of Governors of the University and ratification by the Association in accordance with Article 12 above.

#### **Article 14. Copies of the Agreement**

The University shall provide, at its own cost, each librarian member of the bargaining unit with one (1) copy of this Agreement and the Association with fifty (50) copies of it.

Signed this day the 19th day of December 1995

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF BRITISH COLUMBIA  
AND  
THE FACULTY ASSOCIATION OF THE UNIVERSITY OF  
BRITISH COLUMBIA**

**Re: Hourly-Paid Librarians**

The University and the Faculty Association have agreed that “hourly-paid” librarians are to be considered under the *Agreement of Conditions of Appointment for Librarians* per Article 2.02 (a), as term appointments without review. As term appointments without review, employees in these positions shall receive benefits subject to the same criteria applied to other librarians in the bargaining unit. This agreement shall be effective retroactive to July 1, 2001.

Signed this day the 12th day of December 2001

## AGREEMENT ON CONDITIONS OF APPOINTMENT FOR PROGRAM DIRECTORS IN CONTINUING STUDIES

The University of British Columbia and the Faculty Association of The University of British Columbia have agreed on the following conditions of appointment for program directors in Continuing Studies at The University of British Columbia.

### **Article 1. Interpretation**

1.01 For the purpose of this Agreement:

“Associate Vice President” means the Associate Vice President of Continuing Studies or his or her designate;

“Association” means the Faculty Association of The University of British Columbia;

“Continuing Studies” means the Continuing Studies unit of The University of British Columbia, formerly the Centre for Continuing Education;

“Executive” means the Executive of the Faculty Association of The University of British Columbia;

“Parties” means The University of British Columbia and the Faculty Association of The University of British Columbia;

“Personnel Services Committee” means the Personnel Services Committee of the Faculty Association of The University of British Columbia;

“President” means the President of The University of British Columbia;

“Program director” means a person appointed by the Board of Governors of The University of British Columbia on a full-time or part-time basis to direct a program or programs in Continuing Studies; it includes such categories as assistant program director, and equivalent positions;

“University” means The University of British Columbia.

- 1.02 Wherever in this Agreement the singular or masculine is used, the reference shall include the plural or feminine where the context so requires.

## **Article 2. Types of Appointment**

- 2.01 Appointments may be (a) term appointments or (b) confirmed appointments. The term of every appointment, and the termination date, shall be clearly stated on the appointment notice received by the appointee.

### 2.02 Term Appointments

Term Appointments are of the following two kinds:

#### a) Term Appointments Without Review

Term appointments without review are for a specified term and carry no implication that the appointee will be considered for any further appointment of this or any other kind at the expiration of the specified term.

#### b) Term Appointments with Review

- i) Term appointments with review are appointments for a specified term, normally for two years. Renewal of an individual's appointment is normally for a term of three years. Appointments with review carry no implication of automatic renewal, but do imply that the appointee will be considered for a confirmed appointment in accordance with the criteria and procedures described below.
- ii) Any person holding an appointment with review is eligible for a confirmed appointment.
- iii) By the end of an appointee's fifth year of continuous service in an appointment with review a recommendation must be made to the President by the Associate

Vice President either to grant a confirmed appointment or not to renew the appointment. An early recommendation to grant a confirmed appointment may be made when the appointee has had academic, professional, or other comparable experience before being appointed by the University.

- iv) No person will acquire a confirmed appointment by reason only of holding an appointment with review that extends beyond the fifth year of continuous service.

## 2.03 Confirmed Appointments

Confirmed appointments are full-time appointments except when the University and a program director have agreed to change such an appointment from full-time to part-time. They cannot be terminated before normal retirement age except in accordance with Article 9 below, or for financial exigency or redundancy.

### **Article 3. Criteria for Appointments**

- 3.01 Program Director positions combine both academic and administrative functions. Appointment as a program director requires an appropriate university degree and relevant experience.
- 3.02 Candidates for an initial appointment are judged principally on performance or potential for achievement in professional work in the field of continuing education.
- 3.03 Candidates for a confirmed appointment are judged principally on performance in their professional work in the field of continuing education. Recognition will also be accorded to their contributions to the University, to their profession, to scholarship, and to the community at large.

Confirmed appointments are granted to individuals who have maintained a high standard of performance in their professional work and show promise of continuing to do so. Such performance includes their capacity to maintain program standards

of high quality, and to develop and maintain public or professional interest. The decision to grant a confirmed appointment will take into account the interest of Continuing Studies and the University in maintaining strength and balance within Continuing Studies and in the University.

3.04 Judgements of an individual should be made objectively.

#### **Article 4. Procedures for Appointments**

4.01 Appointments are made by the Board of Governors upon the recommendation of the President.

4.02 Appointments shall be made on the recommendation of the Associate Vice President.

4.03 Selection of candidates for recommendation for all initial appointments shall be made by the Associate Vice President after consultation with at least three (3) appropriate program directors holding confirmed appointments. Consultation shall take place through formal procedures.

4.04 At the end of each year from the date of initial appointment with review and until review for a confirmed appointment an informal evaluation of a program director's work will be conducted by the Associate Vice President in consultation with appropriate program directors holding confirmed appointments.

4.05

a) A recommendation for a confirmed appointment for a person who holds a term appointment with review shall be made by the Associate Vice President after consultation with the review committee provided for in paragraph (c) below.

b) The Associate Vice President shall commence the review proceedings required by paragraph (a) above twelve months before expiry of a term appointment with review.

c) Reviews shall be conducted by a review committee composed of no less than three (3) program directors holding

confirmed appointments and the Associate Vice President. The Associate Vice President shall chair the committee but not have a vote. The members of the committee shall be appointed after consultation between the Associate Vice President and all program directors holding confirmed appointments and not on vacation or leave of absence, and according to procedures which have been established by the Associate Vice President after consultation with all program directors holding confirmed appointments, and which have been approved by the Vice-President of the University responsible for Continuing Studies.

- d) The Associate Vice President shall inform the President of the recommendation of the review committee and of his or her own recommendation.
- e) At the time the Associate Vice President informs the President he or she shall also inform the program director concerned, in writing, of the recommendation of the review committee and of his or her recommendation to the President.

#### 4.06

- a) All recommendations to the President that confirmed appointments be granted or denied will be reviewed by a committee established by the President for this purpose.
- b)
  - i) At the time a decision is made on whether or not a recommendation is to be forwarded to the Board of Governors respecting a candidate, the President shall inform the candidate in writing of that decision.
  - ii) A decision not to recommend to the Board of Governors that a confirmed appointment be granted shall be communicated by the President to the program director concerned not less than ninety (90) days prior to the termination date of the current appointment, provided that, if a decision not to grant a confirmed appointment

is communicated less than ninety (90) days before the termination date of the current appointment, the termination date of the appointment shall be extended to a date ninety (90) days after receipt of notice of the decision.

- iii) In the case of an adverse decision the President shall, at the candidate's request, inform him or her in writing of the reasons for the adverse decision including the respects in which he or she is deemed to have failed to satisfy the applicable criteria, with a copy to the Faculty Association.

#### **Article 5. Appeal of Decisions on Confirmed Appointments**

Article 13 of the *Agreement on Conditions of Appointment for Faculty*, or any amendments thereto, shall apply as applicable to program directors. These provisions, however, shall be modified as follows:

- a) Any references to decisions relating to promotion are inapplicable.
- b) Article 21 of the *Agreement on the Framework for Collective Bargaining*, or any amendments thereto, concerning procedures for grievances and arbitration, shall apply to decisions on confirmed appointments.

#### **Article 6. Consultation**

The University recognizes the academic and administrative expertise of program directors, and accordingly the Associate Vice President will consult formally at meetings with appropriate program directors on major decisions affecting Continuing Studies, including appointment, reappointment, and confirmed appointment.

#### **Article 7. Study Leave**

A program director shall be eligible for study leave in accordance with the Leave of Absence document.

## **Article 8. Familial Ties**

Article 6 of the *Agreement on Conditions of Appointment for Faculty* between the University and the Faculty Association, or any amendments thereto, concerning the University's policy on the employment of more than one member of a family shall apply to program directors.

## **Article 9. Disciplinary Measures**

- 9.01 Articles 10.01, 10.02 and 10.03 of the *Agreement on Conditions of Appointment for Faculty* between the University and the Faculty Association, or any amendments thereto, concerning procedures for discipline shall apply to program directors as applicable.
- 9.02 Article 21 of the *Agreement on the Framework for Collective Bargaining*, or any amendments thereto, concerning procedures for grievances and arbitration, shall apply.
- 9.03 The Associate Vice President may impose a disciplinary measure upon a program director, and shall, at the time of the decision, inform the program director in writing of the measure and the reasons for it, with a copy to the Faculty Association.
- 9.04 If a program director wishes to dispute the imposition of discipline by the Associate Vice President, the grievance procedure in Article 21 of the *Agreement on the Framework for Collective Bargaining*, or any amendments thereto, shall apply.

## **Article 10. Procedures in the Case of Emotional or Physical Incapacity**

Article 11 of the *Agreement on Conditions of Appointment for Faculty*, or any amendments thereto, shall apply to program directors.

## **Article 11. Right of Access to CAUT**

Nothing in this Agreement shall prevent a program director from invoking the assistance of the Canadian Association of University Teachers at any time.

## **Article 12. Extension of Time Limits**

The time limits specified in this Agreement may, unless otherwise provided, be varied by agreement of the Parties.

## **Article 13. Ratification**

The Association undertakes to submit this Agreement and any amendments thereto to the program directors who are both members of the bargaining unit and of the Association for ratification by a majority of those voting in a mail ballot.

## **Article 14. Entry into Force**

This Agreement shall enter into force upon signature by the President and the President of the Association following its ratification by the Board of Governors of the University and by the Association in accordance with Article 13 above.

## **Article 15. Copies of the Agreement**

The University shall provide, at its own cost, each program director who is a member of the bargaining unit with one (1) copy of this Agreement and the Association with fifty (50) copies of it.

## **Article 16. Duration of this Agreement**

This Agreement shall be in force from July 1, 2004 until June 30, 2006 and thereafter until the earlier of the date a new Agreement is concluded by the Parties directly or by an Arbitrator pursuant to Article 11 of the *Agreement on the Framework for Collective Bargaining*.

In witness whereof the Parties have hereunto set their hands this 1st day of July 2004

For The University of  
British Columbia:

For the UBC Faculty Association:

Martha Piper, *President*

Elliott Burnell, *President*

# AGREEMENT ON CONDITIONS OF APPOINTMENT FOR SESSIONAL AND PART-TIME FACULTY MEMBERS

## Preamble

- A. The University and the Faculty Association recognize the important contribution of Sessional Faculty Members to the University in the achievement of its purposes, and, specifically, its teaching mission.
- B. Sessional Faculty Members have a right to fair terms and conditions of employment within the many distinct administrative structures of the University community.
- C. The University and the Faculty Association recognize that Sessional Faculty Appointments are determined by institutional realities which affect the availability of Sessional Faculty Appointments.

## Article 1. Interpretation

- 1.1 “Faculty Member” means all persons appointed by the Board of Governors of the University of British Columbia on a full or part-time basis as Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position.
- 1.2 “Sessional Faculty Member” means a Faculty Member appointed by the Board of Governors to teach credit course(s), full-time or part-time, or to perform related duties such as course coordination or laboratory supervision, for a period of less than twelve (12) months.
- 1.3 “Part-time” means an appointment where the duties of the appointee are less than full-time, including teaching any credit course(s).
- 1.4 “Full-time” will be defined Faculty by Faculty, as is given by the current pattern in different types of academic activities, although normally the primary focus is teaching.

- 1.5 “Teaching Performance” includes performance in all credit courses in which the faculty member is hired to teach.
- 1.6 The “Bargaining Unit” shall consist of faculty members as defined in Article 2.01 of the *Agreement on the Framework for Collective Bargaining*.

## **Article 2. Appointment Process**

- 2.1 A description of the appointment process as referred to in Article 9 shall be drawn up by each Department. This description will provide for the need to make emergency appointments, and for the need to change appointments by substituting or adding teaching assignments or other duties. This description will be posted in the Department and will be kept on file in the Dean’s Office with a copy to the Faculty Association. A copy of the description shall be given to an applicant who requests it.
- 2.2 New positions will be posted in Departments for at least two (2) weeks. A copy of all postings shall be sent to the Faculty Association. Vacancies or changes in existing appointments arising as the result of unforeseeable events do not have to be posted.
- 2.3 The principal duties of an appointee will be set out in writing, e.g., (1) course(s) to be taught; (2) coordination responsibilities; (3) lab responsibilities. If the appointment is part-time, the percentage of that appointment in relation to the duties of a full-time appointment will be clearly stated. Part-time percent shall be calculated as a percentage of full-time employment for the period of the Sessional Faculty Member’s appointment only, that is, not as a fraction of the whole winter session or the full year.
- 2.4 Any work required outside the period of appointment will be clearly stated in the appointment letter and remuneration for the work will be provided for. If the final exam is scheduled within three (3) days of the end of the appointment or outside the appointment period, an additional \$250 shall be paid for marking.

- 2.5 A copy of this Agreement shall be supplied to the Sessional Faculty Member with the appointment letter.
- 2.6 Candidates for initial appointment at the rank of Sessional Lecturer are judged principally on qualifications, performance in teaching, and experience.

### **Article 3. Reappointment**

- 3.1 As a general principle, Sessional Faculty Members have the right to reappointment in accordance with this Agreement and subject to Article 10.1.
- 3.2 Candidates for reappointment are judged principally on performance in teaching, based on formal evaluation of their performance in all of the courses taught in the previous twelve (12) months. All such evaluations shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement.

### **Article 4. Assessment of Length of Service**

- 4.1 Length of service to the University shall be recalculated at the end of every appointment. Length of service to the University includes all credit courses taught. Length of service shall be calculated on the basis set out in the Letter of Understanding re Calculation of Length of Service dated January 22, 2004 (Appendix A).
- 4.2 For the purpose of calculating full-time equivalent months of service, each course taught outside of the regular winter session will be given the same weight as it is given when taught during the regular winter session.
- 4.3 Sessional Faculty Members whose duties fall to less than 50% of a full-time Sessional Faculty Member due to lack of funding or non-scheduling or cancellation of a course or section offering (as per 10.1(b) or (c)) shall maintain member rights as if holding an appointment at or above 50%, including benefits, for a period of twenty-four (24) months commencing from the date at which the workload fell below 50%.

- 4.4 Subject to Article 10.7, Sessional Faculty Members who are not offered a further appointment will maintain their accumulated length of service to the University for a period of twenty-four months. The twenty-four (24) month recall period will be extended only by the period of maternity leave or certified illness. During that period the University must post position(s)/course(s) that come available and provide copies to the Faculty Association. Other factors being relatively equal, length of service shall be the determining factor in assigning the position(s)/course(s).
- 4.5 The University shall provide a Sessional Faculty Member with an updated report of his or her accumulated service to the University at the beginning of each appointment, with a copy to the Faculty Association.

#### **Article 5. Continuing Appointments**

##### 5.1

- a) When a Sessional Faculty Member's appointments cumulatively equal three (3) years (thirty-six months) of full-time appointment over a period of six (6) or fewer consecutive academic years (July to June) he or she is a Sessional Faculty Member with a Continuing Appointment.
- b) The Sessional Faculty Member's Continuing Appointment is effective on the completion of 36 months of full-time equivalent service.
- c) The University shall extend the periods in paragraphs (a) and (b) to accommodate maternity leaves. The Parties will resolve individual cases of temporary, emotional, or physical incapacity in accordance with the usual practice.

##### 5.2 A Sessional Faculty Member with a Continuing Appointment has a right to:

- a) reappointment for a period of time equal to the same length of time and on the same basis, full or part-time, as the appointment he or she held in the winter session of

the academic year (July to June) in which the Continuing Appointment becomes effective, subject to Article 10.1; and

- b) assignment to a course load in any academic year at least equal to the percentage of full time equivalent upon which his or her Continuing Appointment is based, subject to Articles 6.1 and 10.1.

This Article does not preclude the University from changing course assignments or other duties, or the terms in which teaching is assigned. Any increases in workload shall be subject to Article 2.3 of this Agreement.

- 5.3 Notwithstanding Article 5.2(a), where a Sessional Faculty Member's course assignment at the time he or she achieves a Continuing Appointment is greater than a ten percent decrease from his or her average course assignment in the preceding two years, the University shall calculate the Continuing Appointment on the basis of that average.
- 5.4 If, in any year, due to Articles 10.1(b) or (c), the University assigns a Sessional Faculty Member with a Continuing Appointment to a course load less than the level to which he or she is entitled pursuant to Article 5.2(b) then his or her course load entitlement in the following year shall not be affected.
- 5.5 A Sessional Faculty Member with a Continuing Appointment may, from time to time, have additional course assignments but such additional course assignments shall not affect the nature of the Continuing Appointment.
- 5.6 Notwithstanding the provisions of Article 5.5, a review of each Continuing Appointment shall be conducted every three (3) years. The purpose of the review is to determine whether, on the basis of an emerging pattern of course assignment, the percentage of time of the Continuing Appointment should be increased or decreased.

## **Article 6. Assignments**

- 6.1 In making Sessional course assignments, the University shall consider qualifications to perform the required work, quality and effectiveness of work performed and length of service. All evaluations of work performed shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement. Length of service shall be the determining factor only where the other factors are relatively equal.
- 6.2 Subject to Article 6.1, the University shall distribute available course assignments to Sessional Faculty Members with Continuing Appointments:
- a) in accordance with their individual entitlement as determined by Article 5.2 (b), and
  - b) in priority to other Sessional Faculty Members.
- 6.3 In any circumstance in which a Sessional Faculty Member with a greater than 50% appointment is a candidate for consideration for a course assignment, or is one of a number of candidates, some of whom have less than a 50% appointment, the consultation process set out in Article 9 shall apply. The consultation process set out in Article 9 shall not apply when all of the candidates for consideration have less than a 50% appointment.
- 6.4 Sessional Faculty Members with less than full time appointments may apply for additional course assignments as they become available and they will receive first consideration for such teaching course assignments subject to the criteria in Article 6.1.
- 6.5 Departments shall include Sessional Faculty Members with Continuing Appointments in existing departmental processes used to determine course loads and course assignments for the upcoming academic year in the same way and at the same time as tenured and tenure-track faculty are included in those processes. The Department Head has discretion in making course assignments.

## **Article 7. Evaluation of Initial Appointment**

### 7.1

- a) If, during a Sessional Faculty Member's initial appointment serious concerns are raised with respect to his or her teaching performance the Department Head, or Delegate, shall within 30 days from the date the concern was raised investigate the concerns and may make recommendations for remediation and reassessment.
- b) If the Department Head or Delegate makes recommendations for remediation and reassessment, the Department Head shall re-evaluate the Sessional Faculty Member within 30 days of the making of the recommendation, and in his or her discretion, may decide whether or not to reappoint the Sessional Faculty Member.
- c) If, upon the completion of the investigation, the Department Head or Delegate does not make recommendations for remediation and reassessment, the Department Head, in his or her discretion, shall determine whether or not to reappoint the Sessional Faculty Member, and shall so decide within 30 days from the date the concern was raised.

### 7.2

- a) If within 30 days of the completion of a Sessional Faculty Member's initial appointment, serious concerns are raised with respect to his or her teaching performance, the Department Head, or delegate, shall investigate the concerns.
- b) Upon the completion of the investigation in paragraph (a), the Department Head, in his or her discretion, shall determine whether or not to reappoint the Sessional Faculty Member, and shall so decide within 30 days from the date the concerns were raised.

### 7.3

In exercising his or her discretion as contemplated within this paragraph, the Department Head or Delegate may consult and carry out such evaluation activities as he or she considers helpful.

## **Article 8. Performance Evaluation**

- 8.1 The performance of a Sessional Faculty Member must be evaluated on a regular basis.
- 8.2 An individual's entire performance of assignment duties as per Article 2.3 shall be assessed. Evaluation of teaching shall be based on the effectiveness rather than the popularity of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly development of students. The methods of teaching evaluation may vary; they may include student opinion, assessment by Faculty, including other Sessional Faculty Members, of performance in University lectures, course material and examinations, and other relevant considerations. When the opinions of students or of colleagues are sought, this shall be done through formal procedures. Decisions not to reappoint a Sessional Faculty Member cannot be based exclusively on student evaluations.
- 8.3 In all cases of evaluation of performance, appointment or re-appointment, judgements of an individual shall be made objectively.
- 8.4 Following evaluation of a Sessional Faculty Member's initial appointment, the Department shall continue to evaluate him or her on a regular basis, using the procedures for evaluation of Faculty teaching which prevail in the Department in question.
- 8.5 The Department Head shall review all of the teaching evaluations on an annual basis, and at the request of the Sessional Faculty Member, meet with him/her. The Department Head shall determine whether performance is of a sufficiently high standard to warrant reappointment.

## **Article 9. Consultation Process at the Departmental Level Regarding Appointment and Reappointment**

- 9.1 The Department Head shall consult formally at meetings convened for that purpose with eligible members of the Department

in order to ascertain their views and to obtain their recommendation concerning the appointment of all Sessional Faculty and the reappointment of Sessional Faculty with appointments of at least 50% of full time.

- 9.2 Consultation shall be achieved through standing committees. Each committee shall be a sub-committee consisting of not less than 3 members of the Department's Promotion and Tenure Committee. Representation from Sessional Faculty may be added to these committees. The participation of Sessional Faculty in the affairs and activities of the Department is solely within the prerogative of the Department and the practices and procedures it has established and may determine. Nothing in this Agreement precludes or entitles this participation other than as set out in Article 6.5.
- 9.3 Consultation shall be conducted according to procedures agreed upon between the Head and the members of the Department and approved by the Dean. The Head shall ensure that each Sessional Faculty Member with a Sessional Appointment in the Department is informed of the agreed procedures. The Dean shall collect and maintain an open file of all such procedures, with a copy to the Faculty Association.
- 9.4 Consultation shall include consideration of all relevant information, including any relevant information submitted by the candidate, at formal meetings. The recommendation of the Departmental Standing Committee shall be that of the majority.
- 9.5 Decisions made by the Department Heads, in consultation with the Departmental Standing Committee, shall be communicated to the candidate in a timely fashion.

#### **Article 10. Non-Renewal of Appointment**

- 10.1 The only reasons for non-renewal of appointment of a Sessional Faculty Member shall be (a) teaching performance; or (b) lack of funding; or (c) discontinuance or non-scheduling of a course or section of a course; or (d) for just cause as is generally recognized at law.

- 10.2 Where a Sessional Faculty Member is not reappointed due to unsatisfactory performance, the Department will immediately notify him/her of that fact in writing, with a copy to the Faculty Association. Any denial of reappointment shall be accompanied by full reasons for the denial, demonstrating that the applicable criteria were properly considered.
- 10.3 A Sessional Faculty Member, following such notification, may request a meeting with the Department Head to discuss the reasons for the decision and to place additional information before the Head. Such a meeting will be held within seven (7) working days of the request. The Sessional Faculty Member is entitled to Faculty Association representation at that meeting if he/she wishes.
- 10.4 If a Sessional Faculty Member wishes to file a grievance, the appropriate procedures, as set out in Article 21 of the *Agreement on the Framework for Collective Bargaining* shall be followed, commencing at the level outlined in Article 21.04. Where the Parties mutually agree, grievances under this Article in the present Agreement may be submitted directly to Expedited Arbitration under Article 14.
- 10.5 A Sessional Faculty Member whose sessional appointment is not to be renewed shall be given at least one month's notice and shall fall under the provisions of Article 4.4. A Sessional Faculty Member whose assigned course is discontinued or cancelled shall be given at least one month's notice or the sum of \$300.
- 10.6 Notice of termination will not accompany the letter of appointment.
- 10.7 A Sessional Faculty Member with a Continuing Appointment whose appointment is not to be renewed as per Article 10.1 (b) or (c) shall, at his or her election, retain the right to recall as outlined in Article 4.4, or receive a payment based on one (1) month's salary for each year of full-time equivalent service.

## **Article 11. Termination of Sessional Appointments**

11.1 A Sessional Faculty Member may only be terminated for just and reasonable cause (see Article 10, *Agreement on Conditions of Appointment for Faculty*).

## **Article 12. Eligibility for Other Appointments**

12.1 A Sessional Faculty Member may present his or her credentials to the Department Head at any time for consideration for appointment to a 12-month Lecturer position.

12.2

a) In any circumstance in which the opportunity exists to create an additional 12-month Lecturer position, or a vacancy in such a position arises, existing departmental Sessional Faculty Members shall be given notice and an opportunity to apply for the position.

b) The Department Head has the discretion, exercisable at any time in the process, as to whether the appointment shall be made from those candidates who apply internally, or whether the position is to be posted to invite application by, and consideration of, external candidates (and in the event of a posting, the factors considered shall be applied on the same basis as set out in Article 12.3).

12.3 Sessional Faculty Members with Continuing Appointments may, on application, be considered for any other appointments which may be made from time to time. In applying for positions at the rank of Instructor, the Sessional Faculty Member's qualifications, demonstrated performance and length of service will be considered. Length of service shall be the determining factor in these appointments only where other factors are relatively equal.

## **Article 13. Leave of Absence Without Pay or Benefits**

13.1 A Sessional Faculty Member with a Continuing Appointment may apply in writing to the Department Head or Equivalent

for a leave of absence without pay or benefits. Such applications must have a start date and end date that coincide with an academic term, and shall not normally be for a period exceeding one academic year. Extensions of leave up to a further period of one academic year may be applied for in writing within a reasonable period of time prior to the expiry of the initial leave.

- 13.2 Sessional Faculty Members on leave shall maintain their rights and length of service under this Agreement for the duration of the leave. They may arrange to maintain benefits coverage at their own expense. Such leaves must be approved by both the Department and the Faculty, who shall apply their discretion in a reasonable manner.

**Article 14. Expedited Grievance Procedure/Expedited Arbitrator (EA)**

- 14.1 Issues subject to expedited grievance procedure are (1) any dispute over qualifications to teach a course, (2) any dispute over determination of length of service, (3) any dispute concerning benefits, and (4) any dispute over placement on a salary scale.
- 14.2 Grievance hearings shall be scheduled within two (2) weeks of the notification to the Associate Vice-President, Human Resources.
- 14.3 The location of the hearings is to be agreed by the Parties.
- 14.4 The Parties will each prepare and submit to the EA a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.
- 14.5 The Parties may make oral submissions, but each party's submission shall be limited to 30 minutes. The Parties agree to make limited use of authorities during their oral submissions.
- 14.6 Prior to rendering a decision, the EA may:
- 14.6.1 require the production of documents he/she deems relevant to the grievance;

- 14.6.2 examine any witnesses he/she deems relevant to the grievance;
- 14.6.3 exercise authority over matters listed in 14.1 of this Agreement;
- 14.6.4 assist the Parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- 14.7 The EA shall render a decision by selecting either of the proposed resolutions submitted by the Parties, or by fashioning a resolution that he/she considers reasonable, just, and equitable in the circumstances. The decision of the EA shall be final and binding on both Parties.
- 14.8 The decision of the EA may be rendered orally at the conclusion of the hearing or in writing within two (2) working days of the hearing. Any written decision shall be limited to two (2) pages.
- 14.9 All decisions of the EA are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- 14.10 The EA shall be drawn from a panel of three (3) people whose appointment shall be by agreement of the Faculty Association and the University.

**Article 15. Procedures for the Library, Institutes, Schools and Faculties without Formal Departments**

- 15.1 Institutes and similar Academic Units shall follow the procedures consistent with those for Departments.
- 15.2 Schools and similar Academic Units shall follow the procedures consistent with those for Departments or Faculties, depending on what is appropriate in the circumstance.
- 15.3 Faculties not having a formal Departmental organization shall follow similar procedures.

## **Article 16. Effect of Other Agreements**

- 16.1 Unless otherwise affected by the provisions of this Agreement, faculty members appointed on a part-time basis as Librarian, Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position shall be covered by any agreement on Conditions of Appointment in effect for their full-time colleagues, with the exception that any provisions be pro-rated as necessary.

## **Article 17. Application**

- 17.1 This Agreement applies to Sessional Faculty Members as defined in Article 1.2 who hold appointments on, or who are appointed on or after July 1, 2002.
- 17.2 Sessional Faculty Members in Distance Education and Technology shall fall under the provisions of this Agreement as provided for in the Memorandum of Agreement effective May 15, 2002 (Appendix B).
- 17.3 Vacation pay will be paid at 4% of gross earnings and will be paid with the salary payment each payday. After five (5) consecutive years of full-time equivalent service (see Article 1.4), vacation pay shall be increased to 6% of gross earnings. The salary to be paid and the vacation pay will be shown separately on the letter of appointment.
- 17.4 Sessional Faculty Members holding less than a 50% appointment will be paid using the same model as Sessional Faculty Members with appointments greater than 50%. The per course payment will be determined by pro-rating the full-time monthly salary for that particular department or faculty.
- 17.5 Sessional Faculty holding less than a 50% appointment will receive the following benefits:
- a) Employee and Family Assistance Plan; and
  - b) Sick Leave: incidental sick leave up to a maximum of 5 days per 4-month term. Casual absences in which the class/es are

covered by another Faculty Member or where a class can be rescheduled will not be considered sick leave.

At the option of the employee, Sessional Faculty holding less than a 50% appointment can apply for:

- a) Medical Services Plan and/ or Extended Health benefits; and
- b) Dental Plan.

The premiums for the Extended Health and/or Dental Plan will be shared 50-50 between the University and the Sessional Faculty Member.

17.6 With the signing of this Agreement, the Parties agree to discontinue the Memorandum *How the Agreement on Conditions of Appointment for Sessional and Part-Time Faculty Applies to Members with Less than a 50% Appointment*. From this date forward, all provisions of this Agreement shall apply to all members with Sessional appointments, except where limited by the provisions of this Agreement itself.

#### **Article 18. Duration of Agreement**

18.1 This Agreement will expire on June 30, 2006. Rights acquired by a person under this Agreement shall not be affected by the expiry of this Agreement.

Dated this day the 29th day of January, 2004

## APPENDIX A

# LETTER OF UNDERSTANDING BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA AND FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

Agreement on Conditions of Appointment for  
Sessional and Part-time Faculty Members

### Calculation of Length of Service

The University and the Faculty Association understand that the University's current practice with respect to the calculation of length of service for Sessional Lecturers is as follows:

The number of credits being taught by a Sessional Lecturer is compared to the "full-time load" in each Faculty to determine the full-time equivalence (FTE) in months. The following full-time loads currently exist:

<b>Full-time load per academic term</b>	<b>FTE of a 3-credit course in months</b>
6 credits	2.00
9 credits	1.33
12 credits	1.00
15 credits	0.80

Full-time equivalent months are then added together to calculate a Sessional Lecturer's length of service at the University. For example, a Sessional Lecturer who taught 6 3-credit courses in a Faculty where 9 credits per academic term was full-time would have a total of  $(6 \times 1.33 =) 8$  FTE months.

The following provides the current application of length of service using FTE months only to the relevant articles in the Agreement:

<b>Article</b>	<b>FTE Calculation</b>
5. Continuing Appointments	12 FTE months = 1 year
4. Assessment of length of service	FTE months only
4.4 and 6.1 Length of service as a determining factor in reappointment	FTE months only
10.7 Non-renewal of continuing appointments	12 FTE months = 1 year
12. Eligibility for other appointments	FTE months only
17.2 Application	Per student-credit as per MOA effective 15 May 2002
17.3 Calculation of vacation pay	8 FTE months = 1 year
<b>Additional Applications outside of this Agreement</b>	
For purposes of placement on the salary scale	8 FTE months = 1 year

Dated this day the 22nd day of January, 2004

## APPENDIX B

# MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA AND THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

### Re: Tutors in Distance Education and Technology

Tutors in Distance Education and Technology (DET) who meet the criteria for a sessional appointment in the current Collective Agreement will henceforth be appointed Sessional Lecturers and will be covered by the provisions of the *Agreement on Conditions of Appointment for Sessional and Part-time Faculty* and the *Memorandum of Agreement on Conditions of Appointment for Sessional Faculty with Less than a 50% Appointment*. As Sessional Lecturers, they will receive benefits, including vacation pay. They also will be eligible for the Sessional Lecturer Professional Development Fund established in 2000. The following conditions will prevail for Sessional Lecturers in DET:

- a) For progression towards continuing status on a basis consistent with the *Agreement on Conditions of Appointment for Sessional Lecturers*, all Sessional Lecturers in DET shall be credited with their full seniority in both DET and other UBC departments, and will be placed at Step 1 or above on the July 1, 2001 sessional scale as appropriate at the date of next reappointment.
- b) It is recognized that some DET tutors might have contributed service in excess of year 7 on the previous minimum scale, which expired on June 30, 2001, and would therefore reasonably expect to be placed above Step 1 on the July 1, 2001 minimum scale. Existing records within DET are insufficient to provide accurate and comprehensive information on previous service.

Accordingly, the University will set up a process for those individuals with previous DET service who believe they have contributed service in excess of seven (7) years experience either in DET or a combination of DET and other UBC sessional work as at June 30, 2001, to seek placement above Step 1 on the July 1, 2001 minimum scale. Ideally prior to the date of their next re-appointment and in any event before December 31, 2003, those individuals should provide as much history of their DET employment as possible. The University will combine individuals' documentation with existing DET records to credit past DET service and determine appropriate placement on the minimum scale. Any disputes arising from this matter shall be grievable.

- c) All DET credit courses shall be included in the calculation of an employee's full-time equivalent (FTE). An FTE will be defined as 553 student credits per year. A student-credit is one student for one credit measured at the DET withdrawal deadline.
- d) Sessional Lecturers in DET will be paid on a per student-credit basis. Step 1 on the minimum scale will be \$53.00 per student-credit. Progression to the next step on the scale will be on the basis of FTEs, being 553 student-credits if solely on the basis of DET instruction or an equivalent combination of DET instruction and other UBC sessional work.<sup>24</sup> Sessional Lecturers with DET credit will progress according to steps established in UBC departments having 9 credits per term as a full-time sessional load.
- e) For purposes of future salary increases, the Step 1 per credit rate of \$1,628 (as of July 1, 2001) is considered equivalent to \$53.00 per student-credit. Two percent increases will be applied as of July 1, 2002, and July 1, 2003.<sup>25</sup>

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24 FTEs and the student-credit pay rate were calculated as follows:  
FTE = 553 (student credits) = 18 (credits per year) x 30.7 (average class size) \$1,628 = \$53.00  
(per student credit) x 30.7 (average class size)  
\$48.84 = \$60.30 (current rate at course completion) x 81% (average completion rate)  
An increase of 8.5% gives \$53.00 = 1.085 x \$48.84

25 See the *Agreement on Salaries and Economic Benefits* for increases 2006-2010

- f) Benefits eligibility will be determined at the DET withdrawal deadline.

This agreement will be effective as of May 15, 2002. The Parties acknowledge that some staffing assignments already will have been made prior to the effective date of this Agreement, and therefore, agree that no such staffing assignments shall constitute a breach of this Agreement.

Signed this day the 6th day of June, 2002

# AGREEMENT ON REDUCED APPOINTMENTS

## Article 1.

### 1.01 Purpose

The purpose of this Agreement is to describe the conditions for reduced appointments.

### 1.02 Interpretation

Wherever in this Agreement the titles Vice President Academic and Dean are used, the reference shall include the Deputy Vice Chancellor, Vice President Students, the Librarian and the Associate Vice President Continuing Studies where the context so requires.

“Member” means member of the Faculty Association bargaining unit.

“Parties” means The University of British Columbia and the Faculty Association of The University of British Columbia.

## Article 2.

### 2.01 Appointment Terms

Where it is agreeable to both the University and the individual, a reduced appointment may be offered or requested, on either a continuing (until retirement) basis or for an agreed term to a member of the bargaining unit who holds a tenured, confirmed or continuing appointment. The duration and nature of the reduced commitment, once made, may not be changed without the agreement of both the member and the University. While members on reduced appointments do not have prior claim on or right of expectation to any other full- or part-time position at the University beyond the current appointment, they have the same rights to apply for other positions as anyone else.

## 2.02 Approval Process

1. The member and the head discuss a reduction in responsibilities and if they agree, the head makes a recommendation to the Dean with a copy to the member. The recommendation contains the reasons for the reduced appointment, the precise allocation of duties that would be performed, the time in which the duties would be performed, the percentage of full-time to be worked, the appropriate reporting mechanisms, and the term of the reduced appointment.
2. The recommendation is forwarded through the Dean, the Vice President Academic to the President, so long as each is in agreement with it. If any of the administrators listed disagree with the recommendation, written notification that the recommendation was declined is provided to the Faculty Association, head and member. The head and member are also provided with written reasons.
3. The President, if he/she agrees with the recommendation, forwards the recommendation to the Board of Governors for approval. The decision to grant or refuse a reduced appointment lies with the University.
4. If approved by the Board of Governors, the member and the Faculty Association are notified and the detailed recommendation is placed in the member's personnel file.

## 2.03 Types of Reduced Appointments

Types of arrangements for reduced appointments range from full workload for part of the year in combination with no assigned duties in the balance, to partial workload for all or part of the year. In no case is the reduced appointment to fall below 50% of full-time, calculated as a percentage of annual full-time employment.

## 2.04 Rank at Return to Full-Time

If a transfer back to full-time employment is agreed, the

rank held at the time of the transfer back to full-time will be unchanged.

### **Article 3.**

#### 3.01 Pro-Rated Salary

A member on a reduced appointment is assigned a “base salary rate”, computed as if the member were continuing on full-time status. The “actual salary” to be paid the member shall be pro-rated from the base salary rate in direct relation to the approved reduction in duties for the reduced appointment. This pro-ration, based upon agreed responsibilities and time commitments is subject to approval by the Vice President Academic.

#### 3.02 Salary Adjustments

All relevant salary adjustments shall be applied to the base salary rate. When considered for salary adjustments, a member on a reduced appointment is assessed on his/her actual assignments.

### **Article 4. Benefits**

Members on reduced appointments are entitled to continue to participate in the following benefit plans:

- UBC Faculty Pension Plan: Contributions by the individual and UBC are based on actual salary paid. However, if the reduced appointment starts after the 55th birthday of a member who has at least 15 years of full-time service at UBC, both the University and the member will continue to pay contributions to the Pension Plan based on the “base salary rate”.
- Long Term Disability Benefit: Premiums and benefits are based on actual salary paid.
- Group Life Insurance: Contributions and benefits are based on actual salary paid.
- Optional Group Life Insurance, Spousal Insurance and

Accidental Death/Dismemberment Insurance: There is no reduction in contributions.

- M.S.P., Extended Health, Dental Plans and Employee and Family Assistance Program: The same contributions/deductions made/taken as for full-time members.
- Sick Leave: Salary received during sick leave is based on actual salary received prior to the sick leave commencing.
- Canada Pension, Employment Insurance, Workers' Compensation: These benefits are available according to the applicable government regulations.
- Member and Dependent Tuition Waiver: Available.

#### **Article 5. Study and Other Leaves**

Members on reduced appointments are eligible to apply for leaves in accordance with University policies and the relevant *Agreement on Conditions of Appointment*.

For study leave, the qualifying period for members on reduced appointments is the same number of calendar years of service as for full-time members. Salary during study leave is computed as the percentage of full-time service worked in the four or six years immediately preceding the leave multiplied by the percentage of study leave salary applicable.

#### **Article 6. Promotion**

For the purpose of assessment for promotion, the criteria are the same as for full-time appointments, but take into account the nature of the reduced appointment.

#### **Article 7.**

##### **7.01 Faculty Association Representation**

Members on reduced appointments under this Agreement are represented by the Faculty Association.

##### **7.02 Information for the University and the Faculty Association**

The University will provide a report annually on members holding appointments under this Agreement. The report will include name, department, percentage part-time, term-date of the reduced appointment if applicable, and other information as may be agreed by the Parties.

#### **Article 8. Other Collective Agreements and Policies**

Except as modified by this Agreement, a member on a reduced appointment has the rights and the duties in relevant UBC collective agreements and policies as amended.

#### **Article 9.**

##### 9.01 Term of the Agreement

This Agreement will continue in force from the date of signing until June 30, 2000, and thereafter until terminated as in 9.02 or amended as in 9.03.

##### 9.02 Termination of the Agreement

This Agreement may be terminated by either party on or after June 30, 2000, provided one years written notice was given to the other party. If this Agreement is terminated, that termination will have no effect on members holding appointments under this Agreement; those appointments will continue to be governed as if this Agreement were in effect.

##### 9.03 Amendments to the Agreement

Amendments to this Agreement may be made by agreement of the Parties at any time.

Signed this day the 22nd day of February, 1996

# AGREEMENT ON THE TERMINATION OR NON-RENEWAL OF FACULTY APPOINTMENTS FOR FINANCIAL EXIGENCY

The University of British Columbia and the Faculty Association of 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;

Considering that a financial exigency is an extraordinary set of circumstances which seriously threatens the University's ability to carry out these functions; and

Being resolved to preserve the University excellence as much as possible in the face of these circumstances;

Have agreed on the following provisions to govern the termination or non-renewal of appointments of faculty members on the ground of financial exigency:

## **Article 1. Financial Exigency**

- 1.01 For the purpose of this Agreement, a "financial exigency" shall be deemed to exist when the Board of Governors has declared that the University faces a financial deficit that cannot reasonably be met without the termination of some term appointments with review or appointments without term, or without the non-renewal of some term appointments with review.
- 1.02 If the President is satisfied that the University faces a financial exigency, he shall consult a committee composed of the members of the Senate Budget Committee and two faculty members appointed by the Executive of the Faculty Association, this advisory committee to be called the Committee on Financial Exigency. This Committee on Financial Exigency shall be

constituted within seven days of the President's requesting the President of the Faculty Association to have the necessary appointments made by the Executive.

The Committee may adopt such procedures as it deems appropriate. In the proceedings of the Committee, the ex officio members of the Senate Budget Committee shall not have the right to vote.

- 1.03 The Committee on Financial Exigency shall, within four (4) weeks from the date of its first meeting, advise the President in writing whether in its judgement the University faces a financial exigency.
- 1.04 In the deliberations under Article 1.02 above, the following questions inter alia should be considered:
  - a) whether all reasonable reductions are being made in the areas of the University's expenditures other than bargaining unit salaries, bearing in mind the primacy of the University's academic purpose;
  - b) whether reasonable advantage is being taken of the reduction of salary commitments made possible by normal attrition, voluntary early termination of appointment, early retirement, voluntary part-time employment, reduced workload appointment, and similar means;
  - c) whether reasonable means of increasing the University's revenues have been explored;
  - d) the level of the University's accumulated surplus is appropriate; and
  - e) whether consideration has been given to seeking authority from the government to operate at a deficit.
- 1.05 The Committee on Financial Exigency shall have access to the material relating to the University's financial statements and budgets in order to decide whether the University faces a financial exigency. This material shall be sufficiently detailed to

permit a reliable analysis and, without limiting the scope of the information to be made available, the Committee shall have access to:

- a) current and previous financial statements;
- b) details of allocation of operating funds to Faculties, Departments, Schools, the Library, Continuing Studies, Institutes, other Academic Units, and non-academic departments and sectors of the University;
- c) details of bargaining unit salaries and ages;
- d) the number of members of the bargaining unit who will be retiring within two (2) years; and
- e) historical data concerning resignations, retirements, deaths and leaves in the preceding five (5) years.

If the material made available under this section has not been published already, it shall be treated as confidential by the Committee.

- 1.06 In its report to the President, the Committee on Financial Exigency may specify the amount that, in its judgement, is required to meet the financial deficit and how that deficit may be met. Members of the Committee shall be free to submit minority reports.
- 1.07 Copies of the report submitted by the Committee on Financial Exigency to the President shall be made available forthwith to the Senate of the University and to the President of the Faculty Association.
- 1.08 If the Committee on Financial Exigency submits its report to the President within the four (4) weeks prescribed by Article 1.03 above, the President may forthwith recommend to the Board of Governors that it declare that a financial exigency exists, provided that his recommendations are in accord with the recommendations set forth in the Committee's report. If, however, the President proposes to make recommendations to the

Board that are contrary to those of the Committee, he shall not so recommend until he has informed the Secretary of the Senate of the University and the President of the Faculty Association of the proposed recommendations together with the reasons for them and either two (2) weeks therefrom have expired or a meeting of the Senate has been held, whichever is the later.

- 1.09 If the Committee on Financial Exigency fails to submit its report within the time prescribed by Article 1.03 above, the President shall not recommend to the Board of Governors that it declare that a financial exigency exists until he has informed the Secretary of the Senate of the University and the President of the Faculty Association of his intention so to recommend together with the reasons for the proposed recommendation and either two (2) weeks therefrom have expired or a meeting of the Senate has been held, whichever is the later.
- 1.10 The President shall provide to the Senate of the University and to the President of the Faculty Association a copy of his recommendations to the Board of Governors together with the reasons for them. The recommendations are to include a statement of the amount that is believed to be required to meet the deficit through the termination of appointments with review or without term.
- 1.11 When the Board of Governors, acting on the advice of the President who shall have followed the procedures outlined above, has declared a financial exigency the President shall inform the Senate of the University and the President of the Faculty Association of the declaration.
- 1.12 The University may, to the extent indicated by the President in his statement under Article 1.10 above, terminate the appointments of faculty members holding appointments with review or appointments without term or fail to renew a term appointment with review, when the Board of Governors has declared a financial exigency and the procedures set forth below have been followed.

1.13

- a) If the President is satisfied that the University continues to face a financial exigency after the University has received the official notification of the operating grant allocated to it for any year succeeding that year in which a financial exigency has been declared he shall consult with a committee in accordance with the provisions of Articles 1.02 to 1.07 above and comply with Article 1.10 above.
- b) A financial exigency shall continue until the Board of Governors declares that it is at an end.

**Article 2. Prohibition of Appointments**

2.01 From the time of the claim by the President under Article 1.02 above that he is satisfied that the University faces a financial exigency, until either he decides not to recommend the declaration of a financial exigency to the Board of Governors, or such a declaration having been made, the Board of Governors declares that the financial exigency is ended, the University shall make no faculty appointment chargeable to the operating budget of the University unless that appointment:

- a) comes within one of the categories of appointment exempted from termination or non-renewal under Article 4.05(a) below;
- b) is made to maintain a function deemed essential to the academic program or operation of the University in accordance with any applicable procedures in Article 4.02 below;
- c) is made to replace a faculty member who has been granted study leave where the appointment is temporary and can be justified as maintaining the integrity of a Department's or a Faculty's teaching activities as well as the practice of granting study leave; or
- d) is to be filled by a person whose appointment is to be, or has been, terminated or not renewed under Articles 3 or 4 below.

- 2.02 Prior to authorizing an appointment with review or without term under Article 2.01(b) above, the President shall inform the President of the Faculty Association of the reasons why the proposed appointment is deemed essential.
- 2.03 It is understood that positions that become vacant during a financial exigency as a result of a decision not to renew an appointment with review or not to grant an appointment without term made under the provisions of the *Agreement on Conditions of Appointment for Faculty* and not for reasons of financial exigency under this Agreement will be protected to be filled after the end of the financial exigency.

### **Article 3. Redundancy in a State of Financial Exigency**

- 3.01 After the declaration of a state of financial exigency, the University may terminate the appointment of a faculty member holding an appointment with review or an appointment without term, or not renew the appointment of a faculty member holding a term appointment with review, on the ground of redundancy when the Senate has recommended to the Board of Governors the discontinuance of (a) the administrative unit in which the faculty member holds his appointment (Faculty, Department, School, Institute or Centre), or (b) a Division, or (c) a Diploma or a Degree. For the purpose of this paragraph a faculty member shall be deemed to be within the Division or the Diploma or Degree program to which the greater part of his teaching responsibilities as well as his academic qualifications have related.
- 3.02 Nothing in this Agreement shall be interpreted to limit the provisions of Article 2.04 of the *Agreement on Conditions of Appointment for Faculty* dated May 1, 1980, with respect to redundancy in periods other than financial exigency.

### **Article 4. The Termination or Non-Renewal of Appointments**

- 4.01 When it has been decided under Article 1 above that the termination or non-renewal of appointments is necessary, the President, having considered the advice of the Senate Budget

Committee, shall decide on the extent of the budgetary reduction (in dollars) to be borne by each Faculty. He shall then so notify the Dean of the Faculty concerned and request him to recommend the names of members of his Faculty whose appointments should be terminated or not renewed. The Dean in consultation with an advisory committee, shall decide the amount of the budgetary reduction, if any, to be accomplished in a Department, School, Institute, Centre or Division through the termination or non-renewal of faculty appointments, and shall request the Head or Director concerned for his recommendations as to whose appointments should be terminated or not renewed in accordance with the provisions of Article 4.05 below, these recommendations to be submitted within a reasonable period fixed by the Dean.

#### 4.02

- a)
- i) Before responding to the Dean's request for his recommendations, the Head shall consult with a Departmental Committee composed of six (6) eligible members of the Department, two (2) to be appointed by the Head and four (4) to be chosen in accordance with procedures agreed upon between the Head and the eligible members of the Department and approved by the Dean, provided that the number of members of the Departmental Committee may be less than six (6) in the case of Departments with fewer than twelve (12) eligible members. The Head shall ensure that each member of the Department is informed of these procedures. For the purpose of this section, "eligible members" are those who hold appointments with review or appointments without term.
  - ii) Consultation shall include consideration of all relevant information at formal meetings.
  - iii) Members of the Department who are not members of the Departmental Committee may submit opinions in writing to the committee.

- iv) The Head shall chair the Departmental Committee but shall not vote.
- v) The recommendations of the Departmental Committee shall be those of a majority.
- vi) The recommendations of the Departmental Committee shall be accompanied by a record of the vote and may be accompanied by other information at the discretion of the Committee.
- vii) Confidentiality shall be respected by all those participating in consultations.

b)

- i) The Head shall forward to the Dean his own recommendations and those of the Departmental Committee.
- ii) At the time these recommendations are forwarded to the Dean, the Head shall notify in writing each member of the Department whose name has been sent to the Dean of this recommendation and the basis for it. The member may submit to the Dean his own written comments on the recommendation within seven (7) days of receipt of the notification.

4.03 Having received the recommendations from the Head and all other relevant materials the Dean shall again consult an advisory committee on the selection of the faculty members whose appointments should be terminated or not renewed. He shall then submit his recommendations on the matter to the President together with the basis for them, provided that, if his recommendations are to include the name of a faculty member whose name was not recommended by the Head, the recommendation about that faculty member shall first be sent to the Head to be considered in accordance with the provisions of Article 4.02 above. If the recommendation of the Dean is not in accord with the recommendation of either the Head or the Departmental Committee, he shall inform the President and the Head of this difference and the basis for it. In any event,

the entire recommendation and comments of the Head and the Departmental Committee shall be submitted to the President.

4.04 The Dean shall, at the time he sends his recommendations to the President, notify in writing each faculty member who is being recommended for termination or non-renewal of appointment of this recommendation and the basis for it.

4.05

a) Before any members of a Department holding appointments with review or without term are considered for termination or non-renewal of appointment, the appointments of those faculty members holding term appointments without review shall not be renewed and the budgeted positions thus vacated shall not be filled, provided that an appointment or position may be maintained if:

i) it is for a salary of less than five-eighths of the minimum salary of a sessional lecturer; or

ii) it is deemed necessary to maintain standards of clinical teaching involving patient care; or

iii) the majority of the salary for it is derived from funds outside the operating grant of the University; or

iv) it requires special qualifications or it maintains a function deemed essential to the academic program.

The exemptions under (iv) of this section shall be considered in accordance with Articles 4.02 and 4.03 above.

b) The decision to recommend the termination or non-renewal of appointments with review and appointments without term shall be based on performance that is significantly less than satisfactory in view of the rank of the faculty member concerned. In determining the performance of a faculty member, teaching, scholarly activity, and service, as these terms are used in the *Agreement of Conditions of Appointment for Faculty*, shall be considered, provided that, in the case of

an Instructor I or Senior Instructor, performance shall not be judged on scholarly activity. The assessment shall be made on performance over an extended period of time appropriate to the rank and field in question, taking particular account of recent activities. A significantly less than satisfactory performance in either teaching or scholarly activity may be counterbalanced only by excellent performance in the other. In identifying those faculty members to be recommended for termination or non-renewal of appointment under this paragraph, consideration shall first be given to those faculty members holding the rank of Assistant Professor for 10 years or longer; then to those faculty members holding the rank of Associate Professor for 12 years or longer; and finally to all other faculty members regardless of rank or years of experience.

- c) If terminations or non-renewals of appointments are necessary in addition to those made under paragraph (b) above, they shall be made in inverse order of seniority across the Department as a whole, unless the Dean, in consultation with an advisory committee, decides that none, or all, or a portion of these terminations or non-renewals are to be made within a Division of the Department, the Division being listed in the Calendar of The University of British Columbia. For the purpose of this paragraph, a faculty member shall be deemed to be teaching within a Division only if the greater part of his teaching responsibilities as well as his academic qualifications relate to that Division. A faculty member may be exempted from termination or non-renewal of appointment under this paragraph if the majority of the salary for it is derived from funds outside the operating grant of the University. Furthermore, a faculty member may be so exempted because of exceptional academic contributions relative to rank and experience, or qualifications or contributions deemed to be essential to the academic program, provided that the exemption shall be considered in accordance with Articles 4.02, 4.03, and 4.04 above.

d) For the purposes of paragraph (c), “seniority” means years of continuous service as a faculty member of the University in appointments with review and without term. If two or more members of a Department have equal seniority as defined, then, first, higher rank and, second, greater length of service in the higher rank shall confer greater seniority. Leaves of absence with or without pay shall not be regarded as interruptions of continuous service nor do they diminish seniority.

4.06 The procedures outlined above having been complied with, the President may, subject to Article 6 below, decide to recommend to the Board of Governors the termination or non-renewal of the appointment of a faculty member whose name has been recommended under Article 4.03 above.

4.07 The President shall, at the time he decides to recommend to the Board of Governors the termination or non-renewal of the appointment of a faculty member, inform him of the decision and of the basis for it.

4.08 In a Faculty not having formal departmental organization, the Dean shall ensure that recommendations under this section are arrived at by procedures and arrangements consistent with those for Departments and Faculties. Schools, Institutes, and Centres shall follow the procedures for Departments.

### **Article 5. Joint Appointments**

If a faculty member holds an appointment in more than one Faculty, Department, School, Institute, or Centre, each appointment is to be regarded as a separate part-time appointment. The termination or non-renewal of one such appointment does not require the termination or non-renewal of the other.

### **Article 6. Review of Decisions**

6.01 A faculty member who has been notified by the President of his decision to recommend to the Board of Governors the termination or non-renewal of that faculty member’s appointment on

the basis of Article 4.05(b) above, shall have the right to have that decision reviewed by a Review Panel before the President so recommends to the Board. If he desires this review, he shall so inform the President and the chair of the Arbitration Board established under Article 13 of the *Agreement on Conditions of Appointment for Faculty*, in writing within seven (7) days of the receipt of the notice from the President, and at the same time he shall specify the grounds for the review. The chair of the Arbitration Board shall pass on this information to the chair of the Review Panel that is to review the President's decision, as soon as that Panel is established.

6.02 A Review Panel shall be composed of three faculty members holding appointments without term with the rank of Professor at The University of British Columbia. They shall be appointed by agreement between the President and the President of the Faculty Association. In the absence of this agreement within seven (7) days, the chair of a Panel shall be chosen by lot from among the members of the Arbitration Board referred to in Article 6.01 above, and one member of the Panel shall be appointed by the President, the other by the President of the Faculty Association. A review panel shall be assigned to a case without reference to the identity of the faculty member under review, except that a faculty member who participated at any stage in the proceedings leading to the recommendation under review shall not be a member of the Review Panel.

6.03

- a) The Review Panel shall make available to the faculty member who has requested the review and to the University, copies of all written evidence tendered to it, provided that when evidence has been given on the understanding that the name of the person from whom it was received would not be disclosed, the substance of that evidence shall be made known to the faculty member and the university without disclosing its source.
- b) In exercising its function under this section, a Review Panel shall be confined to:

- i) the documents that were, or should have been, considered by the President in making his decision;
  - ii) the written statement of the faculty member requesting the review setting forth the grounds for it;
  - iii) the written response of the President to that statement;
  - iv) any oral statement made by the faculty member requesting the review, should he wish to appear before the Review Panel, or made by counsel or other adviser on his behalf, and any oral statement made by or on behalf of the President or his delegate in response thereto; and
  - v) any additional evidence relevant to questions before the Review Panel.
- c) If the member requesting the review chooses to appear before the Review Panel, he may be represented by counsel or other advisor.
  - d) If the faculty member requesting the review chooses to appear before the Review Panel, the President or his delegate and other appropriate officers of the University (for example, Dean, Head) or their representatives, may also be present.
  - e) If oral evidence is received by the Review Panel, either party to the proceeding shall have the right to cross-examine the witness.
  - f) The Review Panel may request clarification of the statements made by the faculty member requesting the review and by the President.
  - g) In proceedings concerning the termination of an appointment under Article 4.05(b), the burden of proof shall be on the University.
  - h) In a review under this section, the existence of a financial exigency or a redundancy shall not be called into question.

- i) The only grounds of review shall be that: the procedures in Article 4 above have been properly complied with; and whether a reasonable person standing in the shoes of the President, having properly considered all relevant evidence, would probably have reached a different conclusion from the President.
- 6.04 A Review Panel shall conduct the review no earlier than four (4) weeks or later than six (6) weeks after the matter has been referred to it, and shall report its finding to the President and the faculty member requesting the review within two (2) weeks of commencing the review, provided that these times may be extended or shortened by the agreement of the President and the President of the Faculty Association.
- 6.05 If the Review Panel finds that the procedures required by Article 4 above have not been properly complied with, or that there has been a failure to obtain or consider relevant evidence, and that as a result a wrong decision may have been reached, the Panel shall identify the procedural errors in question or the evidence that should have been obtained or considered, shall direct that the matter be reconsidered in such a manner as it may deem necessary to remedy the defect and shall adjourn the proceeding until this reconsideration has been completed. When the Panel directs that a matter be reconsidered, the two (2) weeks specified in Article 6.04 within which the Panel shall report its finding shall begin to run on the eighth day after the President informs the chair of the Panel of his decision on the reconsideration of the matter.
- 6.06 The finding of a Review Panel shall be final and binding on the faculty member requesting the review and on the Parties to this Agreement.
- 6.07 When a termination or non-renewal of an appointment of a faculty member is recommended under Article 3 or 4.05(c) above, the faculty member concerned shall have the right to have the recommendation reviewed by a Review Panel constituted under Article 6.02 above. Insofar as they may be applicable, the provi-

sions of Article 6 shall apply to this review, provided that the only ground of review shall be whether the greater part of the faculty member's teaching responsibilities and academic qualifications has been related to the Division, or to the Diploma or Degree program in question.

#### **Article 7. Notice**

- 7.01 A faculty member holding a term appointment with review for one year shall be given at least three and one half (3.5) months' notice of the decision not to renew the appointment.
- 7.02 A faculty member holding a term appointment with review for more than one year or an appointment without term shall be given at least twelve (12) months' notice of the decision to terminate or not to renew the appointment.
- 7.03 In all cases the notice shall be in writing.

#### **Article 8. Compensation**

- 8.01 Subject to Article 8.03 below, a faculty member whose appointment with review has been terminated or not renewed shall be paid from the date on which the termination or non-renewal takes effect, a sum equivalent to six months' salary, such sum to be paid in monthly installments equal to the monthly salary paid to him immediately before the termination or non-renewal.
- 8.02 Subject to Article 8.03 below, a faculty member whose appointment without term has been terminated, shall be paid from the date on which the termination of appointment takes effect, a sum calculated on the basis of one month's salary for each year of continuous service in an appointment with review or without term, to a maximum of twenty-four (24) months' salary, such sum to be paid in monthly installments equal to the monthly salary paid to him immediately before the termination, provided that the sum that shall be payable to him under this section shall not be less than six (6) months' salary.
- 8.03 In the event that the faculty member whose appointment has

been terminated obtains academic employment elsewhere comparable to his appointment at The University of British Columbia before the payments to be made to him under Articles 8.01 and 8.02 have been completed, he shall be paid one half of the remaining entitlement calculated from the date on which the employment takes effect.

#### 8.04

- a) For the purposes of this section, “years of continuous service” includes (i) periods of paid leave, and (ii) periods of unpaid leave that were granted so that the faculty member concerned could accept a teaching exchange appointment, academic fellowship, research grant, or similar award. Leaves with or without pay do not interrupt continuous service.
- b) For the purpose of calculating years of service, all appointments shall be deemed to have commenced on July 1 of the calendar year in which the appointment began.
- c) Compensation shall be calculated on the following basis:
  - i) for years of full-time service, the salary at the time of termination or non-renewal if it is for full-time service, or if it is at that time the salary for part-time service, that salary prorated to a full-time salary;
  - ii) for years of part-time service, the salary as determined under (i) of this paragraph multiplied by the fraction of the appointment.
- d) When a faculty member has held an appointment without term (grant) under Article 8.02 of the *Agreement on Conditions of Appointment for Faculty*’s compensation shall be determined on the basis of the fraction of the University’s contribution to that salary.

8.05 During the period when he is being paid compensation under this Article, a faculty member shall continue to receive benefits (including the University’s contribution to the Pension Plan), except Group Total Disability Insurance Coverage.

## **Article 9. Preference for Re-appointment**

- 9.01 If, during the course of a financial exigency or within two (2) years from the time that the Board of Governors declares that the financial exigency is ended, a vacancy occurs in a Department:
- a) The position shall be offered to an individual who is suitably qualified for that position and whose appointment was terminated or not renewed last in that Department under Article 4.05(c) above on the basis of inverse seniority, and who has kept the University informed of his current postal address.
  - b) If no suitably qualified individual is found following the procedures of paragraph (a) above, the position shall be offered to an individual who is suitably qualified for that position and whose appointment was terminated or not renewed last in any other Department under Article 3 above or Article 4.05(c) above on the basis of inverse seniority and who has notified the University that he wishes to be considered for appointment in the Department concerned.
  - c) Only if no suitably qualified individual is found following the procedures of paragraphs (a) and (b) above may the vacancy be generally advertised, subject always to Article 2 above.
- 9.02 Suitability under Article 9.01 above shall be determined in accordance with the University's normal appointment procedures. The sole criterion shall be whether the qualifications and experience of the individual enable him satisfactorily to fill the position.
- 9.03 If there are two or more equally qualified individuals for a position under this section, the position shall be offered to the individual with greatest seniority in the University.
- 9.04 If appointments are terminated or not renewed in accordance with Article 3.01 or 4.05(c) and if new positions are established

elsewhere in the University to assume part or all of the teaching functions of the administrative unit, Division, or Degree or Diploma program in question, the faculty members whose appointments have been terminated or not renewed shall be accorded preference for reappointment in the Department in which the positions have been established in accordance with paragraph 9.01(a).

- 9.05 For purposes of calculating years of service under Article 2.03 of the *Agreement on Conditions of Appointment for Faculty*, a faculty member whose appointment with review has been terminated under Article 1 or 3 above and who is subsequently reappointed to a term appointment with review, may select one of the following:
- a) the appointment shall be deemed to have commenced on July 1 of the calendar year in which the reappointment takes effect; or
  - b) all years of continuous service at the University in an appointment with review prior to the termination or non-renewal of that appointment shall be taken into account.
- 9.06 Notwithstanding the provisions of Article 8 above, the number of months of compensation to which the faculty member is entitled shall not exceed the number of months from the termination or non-renewal of an appointment to the individual's reappointment. Upon the effective date of reappointment, eligibility for compensation ceases and any compensation already paid out which exceeds the individual's entitlement shall be repaid to the University.
- 9.07 During the course of a financial exigency and for a period of two (2) years from the time that the Board of Governors declares that the financial exigency is ended, an individual whose appointment has been terminated or not renewed under this Agreement shall be entitled to use the University Library on the same basis as faculty members.
- 9.08 Notwithstanding Article 9.01 and 9.07 above, no individual

shall have any claims under this section after a period of four (4) years has elapsed from the date of notification of the termination or non-renewal of that individual's appointment, or after he has reached the normal retirement age for the University.

- 9.09 An individual who rejects a position offered to him, which is comparable to the one he held at the time of termination or non-renewal, shall forfeit all claims under this section. On the other hand, an individual who accepts a position offered to him which is not comparable, shall not lose his rights under this section.
- 9.10 The University will make every reasonable effort to redeploy faculty members whose appointments are about to be terminated or not renewed under Article 3 or Article 4.05(c). Redeployment shall be carried out in accordance with any applicable procedures in Article 9.01-04 and 9.06 above.

#### **Article 10. Acquired Rights**

Any rights acquired under this Agreement by an individual whose appointment has been terminated or not renewed shall not be affected by the subsequent termination or amendment of this Agreement.

#### **Article 11. Concluding Provisions**

- 11.01 The reference to a matter in this Agreement shall not be taken as indicating that such a matter is, or was intended to be, included within the scope of Article 8.01, paragraphs (d) and (e) of the *Agreement on the Framework for Collective Bargaining* between the University and the Association, dated April 3, 1979, as amended, or as indicating that such a matter is included in, or excluded from, the term "university governance" as used in Article 10.02 thereof.
- 11.02 The provisions of Articles 16, 17, and 18, of the *Agreement on Conditions of Appointment for Faculty* between the University and the Association dated May 1, 1980, as amended, shall apply to this Agreement, provided that (i) it is to be submitted for ratification only to faculty members of the bargaining unit of

the Faculty Association, and (ii) that the number of copies of this Agreement to be given to the Faculty Association under Article 19 shall be only one hundred (100).

- 11.03 Amendments to this Agreement may be made only by agreement of the Parties.
- 11.04 This Agreement may be terminated after five (5) years from the date of its entry into force by either Party by giving six (6) months' written notice to the other Party. This notice may be given during the fifth year of the Agreement to take effect at the end of that year, or thereafter to take effect at a date not less than six (6) months later.
- 11.05 Wherever in this Agreement the singular or masculine is used, the reference shall include the plural or feminine where the context so requires.

Signed this day the 9th day of March, 1984

## INDEX

### A

- Academic Freedom, 6, 153
- Adoptive Leave, 62
- Agreement on Conditions of Appointment
  - for faculty, 64
  - for librarians, 102
  - for program directors in Continuing Studies, 120
  - for sessional and part-time faculty members, 128
- Agreement on Reduced Appointments, 148
- Agreement on Salaries and Economic Benefits, 31
- Agreement on the Framework for Collective Bargaining, 6
- Agreement on the Termination or Non-Renewal of Faculty Appointments for Financial Exigency, 153
- Appeal of Decisions on Denial of Confirmed Appointments
  - for librarians, 113
  - for program directors, 125
- Appeal of Decisions on Reappointment, Tenure and Promotion
  - for faculty, 91
- Appointments
  - confirmed, for librarians, 104, 108
  - confirmed, for program directors, 122, 123
  - continuing, for sessionals, 131
  - criteria, for faculty, 71
  - criteria, for librarians, 105
  - criteria, for program directors, 122
  - initial, for librarians, 107
  - probationary, for librarians, 105
  - probationary, for program directors, 121
  - procedures, for faculty, 74
  - procedures, for librarians, 106
  - procedures, for program directors, 123
  - salaries from non-University funds, for librarians, 104
  - salaries from non-University funds, for faculty, 84, 100
  - tenured, 67
  - term with review, Assistant Professor, 66
  - term with review, for faculty, 65
  - term with review, for program directors, 121
  - term without review, for faculty, 65
  - term without review, for librarians, 103
  - term without review, for program directors, 121
  - types, for librarians, 102
  - types, for faculty, 65
  - types, for program directors, 121
- Appointments, Reduced
  - approval process, 149
  - benefits, 150
  - leave, 151
  - promotion, 151
  - terms, 148
  - types, 149
- Arbitration and Grievance under Agreements, 18
- Arbitration, grievance
  - costs, 24
  - panel, 21

Arbitration, disciplinary measures  
  faculty, 89  
  librarians, 116  
  program directors, 126  
Arbitration (Interest), 13  
Assistant Professor, description  
  of rank, 69  
Associate Professor, description  
  of rank, 69  
Association dues, 9

## B

Bargaining  
  Agent, 8  
  Collective, 11  
  unit, 8  
Basic Group Life Insurance, 46, 49  
Benefits  
  *see also Economic Benefits*  
  leave without, 61  
  eligibility, 44

## C

Career Progress Carry Forward, 34  
Career Progress Increments  
  (CPI), 33-35, 51-52  
Career Progress Increments  
  Entitlements  
    for faculty, 51  
    for librarians and program  
    directors in Continuing  
    Studies, 52

## CAUT

  right of access to, 17, 93, 126  
Consultation  
  with program directors, 125  
  in promotion and tenure  
  process, 75-78  
  for sessional appointments, 135  
Continuing appointment,  
  sessional, 131

## D

Death, 48, 49  
Denial of promotion, tenure  
  or reappointment, 82-83, 91  
Dental Plan, 45, 48, 49, 142, 151  
Dependent Benefits Coverage  
  Following Death of a Member, 48  
Disciplinary Measures  
  for faculty, 86  
  for librarians, 114  
  for program directors, 126  
Discretionary Funds  
  allocation of, 16  
Discrimination, 9, 87, 114  
Distance Education & Technology  
  (DET) Sessional Faculty:  
  Benefits, 48-50  
Dues, 9

## E

Economic Benefits  
  Basic Group Life Insurance, 46, 49  
  Dental Plan, 45, 48, 49, 142, 151  
  Dependent Benefits Coverage  
    Following Death of a  
    Member, 48  
  Distance Education &  
  Technology (DET) Sessional  
  Faculty: Benefits, 48-50  
  Eligibility, 44  
  Eligibility, sessionals, 44, 48  
  Employee and Family  
  Assistance Program  
  (EFAP), 46, 48, 49, 141, 151  
  Extended Health Benefits, 44, 45,  
  48, 49, 142, 151  
  Faculty Pension Plan, 46, 49,  
  150, 168  
  Income Replacement Plan  
  (Long Term Disability), 46,  
  49, 50  
  Medical Services Plan of British

- Columbia, 44, 48, 49, 142
- Professional Development Reimbursement Fund, 48
- Tuition Fee Waivers, 47
- Employee and Family Assistance Program (EFAP), 46, 48, 49, 141, 151
- Evaluation
  - initial appointments, sessional, 134
  - performance, sessional, 135
  - teaching, 72
- Extended Health Benefits, 44, 45, 48, 49, 142, 151

## F

- Facilitated Discussion, 29
- Faculty Association
  - right to representation, 9
  - role, 17
- Faculty Pension Plan, 46, 49, 150, 168
- Familial Ties
  - of faculty, 83
  - of librarians, 113
  - of program directors, 126
- Financial Exigency Committee, 153
- Compensation, 167
- for faculty, 90, 153
- for librarians, 117
- joint appointments, 163
- notice, 167
- prohibition of appointments, 157
- review of decisions, 163
- review panel, 163
- termination or non-renewal of appointments, 158

## G

- General Salary Increase, 33, 38-42
- Grievance and Arbitration under Agreements

- formal grievance, 19
- informal complaints, 19
- expedited grievance procedure, for sessionals, 139
- expedited arbitrator, for sessionals, 139
- Grievances and Settlement of Disputes
  - informal settlement, 18

## H

- Harassment, 9, 114
- Hourly paid librarians, 119

## I

- Incapacity, procedures in the case of emotional or physical
  - for faculty, 90
  - for librarians, 113
  - for program directors, 126
- Incentive Payment, 44
- Income Replacement Plan (Long Term Disability), 46, 49, 50
- Instructor
  - I, description of rank, 68
  - II, description of rank, 68
  - Senior, description of rank, 69
- Insurance
  - Basic Group Life, 46
  - Liability, 18

## J

- Joint Appointments, 36, 74, 163
- Joint Committee
  - Appointments Involving Salaries from Non-University Funds, 100
- Procedures for Appointment, Reappointment, Tenure and Promotion, 99
- Periodic Review, 99
- Types of Appointments and Titles and Ranks, 97

## L

### Leave

- adoptive, 62
- at the request of the University, 62
- during pre-tenure period, 57
- improving basic qualifications, 61
- in special circumstances, 63
- maternity, 57, 62, 113, 131
- parental, 57, 58, 62
- for sessionals with continuing appointments, 138
- sick, 28, 58, 113, 141, 151
- study, 58, 113, 125, 151, 157
- study (while on reduced appointment), 151
- vacation, 28, 40, 63, 113, 124, 141, 144, 145
- without pay or benefits, 61

Leave of Absence Agreement, 57, 138

### Lecturer

- 12-Month, 68, 96
- Sessional, 128

### Length of Service

- 12-Month, 96
- Sessional, 130, 143

### Letters of Reference, 76

### Liability Insurance, 18

### Librarians

- Agreement, 102
- appointment process, 106
- hourly-paid librarians, 199
- market adjustment, 39,
- minimum salary scale, 39-41
- vacations and leave, 40, 113

## M

### Mandatory Retirement, 29

### Market Adjustment

- for Librarians, 39
- for the Schools of Nursing, 42

### Maternity Leave, 57, 62, 113, 131

Medical Services Plan of British Columbia, 44, 48, 49, 142

### Merit Awards, 35

### Minimum Salary Scale

- for General Librarians, 39-40
- for Sessional Lecturers, 41-42

## N

Nursing, market adjustment, 42

## O

Occupational Market Increase, 33, 38-42

## P

Parental Leave, 57, 58, 62

Pension Plan, 46, 49, 150, 168

Performance Salary Adjustments (PSA), 36

Periodic Review for Promotion, 85

Productivity: Lump-Sum Payments, 43

Professional Development

Reimbursement Fund, 48

### Professor

- Assistant, description of rank, 69
- Associate, description of rank, 69
- Full, description of rank, 70

### Program Directors

- Agreement, 120
- study leave, 125

### Promotion

- appeal of decisions by faculty, 91
- criteria for faculty, 71
- periodic review for faculty, 85
- procedures for faculty, 74

## R

### Reappointment

- appeal of decisions, by faculty, 91
- criteria for faculty, 71
- procedures for faculty, 74

### Reduced Appointment

Agreement, 148  
Redundancy  
for faculty, 90, 158  
for librarians, 118  
in a State of Financial Exigency,  
158

Resignation, 84, 155  
Retention Fund, 44  
Retirement, 9, 29, 68, 87, 104, 115,  
122, 148, 154, 155, 171  
Rights and Practices, 16

## S

Salaries, 31  
Scholarly Activity, 65, 72  
Service to the University and  
the Community, by faculty, 73  
Sessional Lecturer  
Agreement, 128  
appointment process, 129  
assessment of length of service,  
130, 143  
assignments, 133  
consultation process at the  
departmental level, 135  
continuing appointments, 131  
eligibility for other appointments,  
138  
evaluation of initial appointment,  
134  
leave of absence without pay or  
benefits, 138  
non-renewal of appointment, 136  
minimum salary scale, 41  
performance evaluation, 135  
reappointment, 130  
termination, 138  
Sick Leave, 28, 58, 113, 141, 151  
Strikes and Lockouts, prohibition  
of, 15  
Study Leave, 58, 113, 125, 151, 157  
Subsidiary Agreement, 11, 12, 53

Suspension  
for cause, of faculty, 86  
for cause, of librarians, 114  
for cause, of program directors,  
126  
temporary, of faculty, 86  
temporary, of librarians, 114  
temporary, of program directors,  
126

## T

Teaching  
evaluation of, 72  
Tenure  
appeal of decisions by faculty, 91  
criteria for faculty, 71  
procedures for faculty, 74  
Termination  
for cause, of faculty, 86  
for cause, of librarians, 114  
for cause, of program  
directors, 126  
for cause, of sessionals, 138  
Titles and Ranks  
of faculty, 68  
Transition Period, 28  
Tuition Fee Waivers, 47  
Tutors in Distance Education  
and Technology, 145

## V

Vacation, 28, 40, 63, 113, 124, 141,  
144, 145

## W

Workload, notification of, 16



THE UNIVERSITY OF BRITISH COLUMBIA