

17 July 2017

Dear Members,

Late in the day on Friday, June 30, the bargaining teams for UBC and the Faculty Association reached an agreement for a new Collective Agreement for the period July 1, 2016 to June 30, 2019. This is the first Collective Agreement that has been settled, rather than going to arbitration, since November 2010. Both the Faculty Association and the University worked hard to reach this mutually agreeable settlement.

In order for the Agreement to go into effect, it must be ratified by the members of the Faculty Association. The FA bargaining committee along with the FA Executive believes that this agreement contains many positive outcomes for our membership. The Executive therefore have unanimously recommended that the membership ratify this agreement.

The Key elements of the new agreement are:

1. **General Wage Increase:** Salaries will increase by 2% per year for 2016, 2017, and 2018. This 2% increase is composed of a 1.5% general wage increase and a .5% “Mutually Beneficial Gains Increase”. Retroactive salary increases will be processed upon ratification of the agreement, and it is expected that retroactive increases for 2016-2017 will be paid by October 31, with the 2017-2018 retroactive increases paid no later than December 31. We have requested that they be paid out earlier than this.
2. **Progress through the Ranks (PTR):** One of the most contentious issues we’ve had at the bargaining table is having merit, career progress increments (CPI), and performance salary adjustments (PSA) withheld until bargaining was completed or an arbitration decision rendered. With this round of bargaining, that practice has come to an end. PTR payments will be made on July 1 of each year, regardless of the state of collective bargaining. We are very happy to have achieved this.
3. **Lecturers:** Lecturers have been the only members in the bargaining unit who have had no right of reappointment. This is something that the bargaining team has been trying to rectify through many rounds. Lecturers will now be able to be appointed to one, two or three year contracts, with an expectation (with some caveats) that they will be reappointed to subsequent contracts. Lecturers with less than 100% appointments, or less than 12-month appointments will now receive benefits. We also established some language to help ensure that Lecturers’ workloads will not suddenly increase.
4. **Sessionals:** While we were not able to achieve a unified minimum scale for sessionals, we were able to get an increase in the minimum scale for Sessionals in the Faculty of Education. We had felt that the Education scale was inequitable, and we are pleased that Sessional members in that Faculty will receive an increase in their per credit pay.

.../2

5. Library – Heads and Selection Committees. In the Library, we came to an agreement on language governing the appointment of Heads. The language acknowledges that Heads share the responsibility for the intellectual and academic leadership of their units, and, as with Heads of academic units, Heads in the Library now also have the responsibility of representing the views of members in their units to the Library administration and University at large. We've also made improvements to the language governing Selection Committees by removing some archaic language around administrative librarians and opening up the selection process to include confirmation-track Librarians and Archivists.
6. Reappointment Processes: There will be a change in the reappointment processes for Assistant Professors and Instructors. Assistant Professors, effective with those starting July 1, 2017, will be given a four-year term at the beginning of their appointment, with a mandatory reappointment review at year 3. If the review is successful, a second four-year term will be awarded, with a mandatory tenure and promotion review at year 7. Effectively, this simplifies the number of mandatory reviews, but will include an annual meeting with the Head to make sure candidates know what is expected of them as they proceed through the process of achieving tenure. There will be a similar change in contracts for Instructors, except the two terms will be for three years each. The length of the pre-tenure period for both groups has not changed. For Assistant Professors hired on July 1, 2017 or after, it will no longer be possible to achieve tenure without being promoted to Associate Professor.
7. Vision Care: The amount of the vision care benefit will increase to \$400 (from \$250) every two years. Also, you will be able to use the benefit towards eye exams, prescription sunglasses, and laser corrective surgery, in addition to those things previously covered.

A complete description of the changes made to the current Collective Agreement can be found on the following pages, with changes marked either by strikethroughs or underlines (new language). If you have any questions or concerns, please email us at [faculty.association@ubc.ca](mailto:faculty.association@ubc.ca).

On behalf of the bargaining team and the Executive, I hope you will find these changes as exciting as we do, and will vote to accept the new Collective Agreement. I would also like to thank my teammates on the bargaining team, particularly Jim Johnson (Economics, UBCO), our chief negotiator. The entire team put in much effort to achieve this settlement.

Best,

Nancy



Nancy Langton  
President and Chair of the Bargaining Team  
UBC Faculty Association

# **UBCFA Ratification Package**

## **Agreed items for the 2016-2019 Collective Agreement**

### **Part 1: Framework for Collective Bargaining**

1. Amend Article 15 (Allocation of Discretionary Funds)
2. Amend Article 16 (Preservation of the Traditional Role of the Association)
3. Amend Article 20 (Grievance and Arbitration Procedures)
4. Amend Article 25 (Duration of the Agreement)

### **Part 2: Salaries and Economic Benefits**

5. Amend Article 2.01 (General Salary Increase)
6. Amend Article 2.02 (Career Progress Increments)
7. Amend Article 2.04 (Merit Awards)
8. Amend Article 2.05 (Performance Salary Adjustment)
9. Amend Article 4 (Minimum Salary Scale for Sessional Lecturers & Minimum Salary for Lecturers)
10. Delete Article 6 (Retention Funds)
11. Amend Article 7.02 (a) – Extended Health Benefits (Vision Care)
12. Memorandum of Agreement re: Point Grey Commerce Faculty Association Subsidiary Agreement (Sauder School of Business) - (for more information about the Sauder Subsidiary Agreement, please see [http://www.facultyassociation.ubc.ca/assets/media/arb\\_commerce2004\\_1.pdf](http://www.facultyassociation.ubc.ca/assets/media/arb_commerce2004_1.pdf))

### **Part 3: Leaves**

13. New Article 9 (Subrogation)
14. New Letter of Understanding: Maternity/Parental Leaves (Supplemental Unemployment Benefits)

### **Part 4: Conditions of Appointment for Faculty**

15. Amend Article 1.01 (Interpretation)
16. Amend Article 2.02 (Term Appointments without Review) – major changes for Lecturers
17. Amend Article 2.03 (Term Appointments with Review)
18. Amend Article 3 (Titles and Ranks)
19. Amend Article 4.01 (Criteria for Appointment, Reappointment, Tenure and Promotion)
20. Amend Article 5.2 (Meetings with the Head)
21. Amend Article 7.03 (12 Month Lecturers)
22. Amend Article 9 (Periodic and Non-Periodic Reviews for Promotion)

### **Part 5: Conditions of Appointment for Librarians**

23. New Article 1.02 (Heads)
24. Amend Article 4.02 (Procedures for Appointment – General Provisions)

### **Part 7: Conditions of Appointment for Sessional Lecturers**

25. Delete Article 10.04 (Non-Renewal of Appointment)
26. Amend Article 12 (Eligibility for Other Appointments)

### **Housekeeping**

27. Various “housekeeping” changes were made to reflect minor and/or non-substantive changes to the Collective Agreement language.

## Part 1: Framework for Collective Bargaining

### 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 the Collective Agreement shall not be interpreted as placing any restriction on the discretion of the University to allocate additional discretionary funds placed at its disposal, as a result of the Collective Agreement, for dealing with retention, 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 retention, inequities and anomalies to an amount not exceeding ~~0.15%~~ 0.20% 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 or Designate 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. A list of those faculty members who are awarded retention shall be distributed individually to all members of the unit.

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

16.01 Unchanged

16.02

- a) The University shall reduce the teaching load of the President of the Association and a Faculty Association representative on the Okanagan campus by fifty (50) per cent or the equivalent thereof during his or her term of office without any reduction in salary or benefits.
- b) The Faculty Association may secure secondment of additional faculty members from their teaching responsibilities (or equivalent) to provide service to the Faculty Association. The Faculty Association will provide, in writing, the names of these faculty members to Faculty Relations (UBCV) or Human Resources (UBCO) as appropriate, prior to May 1 of each year.
- c) The Faculty Association will pay to the seconded faculty member's unit \$8,000 per course release.

16.03 Unchanged

## Article 20. Grievance and Arbitration Procedures

### 20.01 Definitions

“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, which may be initiated at Step 1 of the grievance procedure.

~~“Grieving Party” means the party who initiates a grievance and may refer to the Association or the University;~~

“Grieving Party” means the Association or the University depending on which party initiated the grievance at Step I.

“Written grievance” is the document described at Step II of the grievance procedure.

### 20.02 Informal Resolution

- ~~a) Nothing in the Collective Agreement shall prevent the parties from the use of informal means to settle grievances and disputes.~~
- a) Nothing in the Collective Agreement shall prevent a member discussing any matter of concern informally with the Head or other appropriate University designate or vice versa. Such discussion shall not constitute a grievance.
- b) Nothing in the Collective Agreement shall prevent a member of the bargaining unit from seeking advice and representation from the 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.
- c) The use of informal means to settle disputes shall not affect the right of the Association to invoke the formal grievance procedures in Article 20.03.

### 20.03 Formal Grievance

#### Step I

- a) A Grievance is initiated at Step I when either the Association or the University discusses a dispute or potential dispute with the other party and advises the other that the grievance procedure is being initiated.
- ~~e) 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 member shall have the right to have a Association Representative present in such a discussion.~~
- d)b) After the Association becomes involved in a grievance, ~~or where the University and Association enter into informal discussions to resolve a matter,~~ the University’s representatives will not enter into discussions or negotiations with respect to the grievance or complaint, either directly or indirectly, with the member ~~of the bargaining unit~~ without the consent of the Association.

## Step II

- c) If the dispute is not resolved at Step I, either the Association shall submit a written grievance to the Provost with a copy to the appropriate Faculty Relations/Human Resources representative or the University shall submit a written grievance to the President of the Association with a copy to the Executive Director. Any such grievance shall be submitted within 60 calendar days of the date that the grieving party becomes aware or should reasonably have become aware of the facts giving rise to the grievance. The written grievance shall set out:
- i) the Article of the Collective Agreement alleged to have been violated, or other basis for the grievance, and the nature of the violation;
  - ii) a brief statement of facts; and
  - iii) the remedy or correction sought;
- d) If the grievance relates to discipline, the Association shall initiate a grievance at Step II within 30 calendar days of the notice of discipline when notice of the discipline was received by the Association.
- e) Within 30 calendar days of receiving a written grievance at Step II, the parties shall meet with an aim of resolving the dispute (the "Step II Meeting").
- f) Within 30 calendar days of the Step II Meeting, the party receiving the grievance shall provide a written reply (the "Step II Reply"), stating:
- i) whether the grievance is accepted or denied; and
  - ii) if the grievance is denied, the University shall provide sufficient reasons to support the denial.

## Step III

- g) If the dispute remains unresolved at Step II, either party may submit the grievance to arbitration within 30 calendar days of the earlier of:
- i) receiving the Step II Reply, or;
  - ii) the date on which the Step II Reply was due.
- a) ~~Failing satisfactory settlement in the informal process, the Association may submit a formal written grievance to the Provost, with a copy to the Director of Faculty Relations or Human Resources, as appropriate. A formal grievance shall be submitted within fifty-six (56) days of the occurrence of the incident giving rise to the grievance or within fifty-six (56) days from the date of reasonably becoming aware of the incident.~~
- b) ~~The formal grievance shall be in writing and shall set out:~~
- i) ~~the grievor's name, rank, campus address and contact information as applicable;~~
  - ii) ~~a description of the facts of the grievance making reference to the provision(s) of the Collective Agreement on which the grievance is based;~~
  - iii) ~~date(s) of the issue(s) in dispute; and~~
  - iv) ~~the remedy sought to resolve the dispute.~~

- ~~c) Within twenty one (21) days of receiving the grievance, the Director of Faculty Relations or Human Resources (or designate) and the Association representative shall meet to examine the facts and the nature of the grievance, and attempt to resolve the dispute.~~
- ~~d) If the grievance is not resolved, the Provost shall provide a written response to the grievance within fourteen (14) days after the meeting.~~
- ~~e) If the Association decides to carry forward the grievance, it shall, within twenty one (21) days of receiving the University's response, notify the Provost in writing that it intends to proceed to Arbitration under Article 20.08.~~

#### 20.04 ~~Grievance Initiated at the Formal Stage~~ Step II

- a) Nothing in this Article shall be interpreted as preventing the Association from initiating a grievance at Step II ~~the formal stage~~.

#### 20.05 Association Representatives and Legal Counsel

- a) The Association shall annually provide to the University a written list of representatives, with updates as required on a timely basis.
- b) A representative of the Association shall be present at all stages of the formal grievance and arbitration procedures. No 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.

#### ~~20.06 University Initiated Grievances~~

- ~~a) In the case of a University initiated grievance, the University shall submit its grievance in writing to the President of the Association. A formal grievance shall be submitted within fifty-six (56) days of the occurrence of the incident giving rise to the grievance or within fifty-six (56) days from the date of reasonably becoming aware of the incident.~~
- ~~b) The grievance shall be in writing and shall set out:
  - ~~i) a description of the facts of the grievance making reference to the provision(s) of the Collective Agreement on which the grievance is based;~~
  - ~~ii) date(s) of the issue(s) in dispute; and~~
  - ~~iii) the remedy sought to resolve the dispute.~~~~
- ~~c) Within twenty one (21) days of receiving the grievance, the Association representative and the Director of Faculty Relations or Human Resources (or designate) shall meet to examine the facts and the nature of the grievance, and attempt to resolve the dispute.~~
- ~~d) If the grievance is not resolved, the Association shall provide a written response to the grievance within fourteen (14) days after the meeting;~~
- ~~e) If the University decides to carry forward the grievance, it shall, within twenty one (21) days of receiving the Association's response, notify the President of the Association in writing that it intends to proceed to Arbitration under Article 20.08.~~

#### ~~20.07 Policy Grievance~~

- ~~a) A policy grievance is defined as a difference arising between the University and the Faculty Association involving a general question of application, interpretation or alleged violation of a specified provision or provisions of this Agreement. A policy grievance shall be signed by the Provost or the~~

~~President of the Association and submitted to the other party within twenty eight (28) days after the occurrence of the matter that is the subject of the grievance.~~

~~b) The Grieving Party in its written grievance must clearly and fully state the nature and basis of the grievance. The parties will meet to discuss the issues in dispute. If the grievance is not resolved, the Provost or the President of the Association (or designate) shall provide a written response within twenty one (21) days after the meeting. If no agreement is reached to resolve the grievance, the grieving party may notify the other party in writing within a period of twenty one (21) days of delivery of the response that it intends to proceed to arbitration pursuant to Article 21.08.~~

#### ~~20.08 Grievance Arbitration~~

~~The Grieving Party shall determine whether to advance its grievance to arbitration.~~

Articles 20.09 through 20.15 remain unchanged

#### 20.16 Amending the Time Limits

All dates and times in this Article may be varied by mutual written consent of the parties prior to the expiry of a time limit.

### **Article 25      Duration of this Agreement**

25.01 The Collective Agreement shall be in force from July 1, ~~2014~~2016 until June 30, ~~2016~~ 2019 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.

## **Part 2: Salaries and Economic Benefits**

### **2.01 General Salary Increase**

A General Salary Increase of ~~2.00~~ 1.5% of the

(1) ~~2013/2014~~ 2015/2016 salaries of continuing members of the bargaining unit, effective on July 1, ~~2014~~ 2016;

A General Salary Increase of 2.00% of the

(2) ~~2014/2015~~ salaries of continuing members of the bargaining unit, effective on July 1, 2015.

Will be increased, annually, until the end of the term of this Collective Agreement.

(3) Salaries identified in (1) will be increased by a further .5%, for a total of 2%, as a result of mutually beneficial efficiency gains agreed to during collective bargaining.

### **2.02 Career Progress Increments (CPI)**

A sum equal to 1.25% of the salaries of continuing members of the bargaining unit (the total CPI pool) shall, effective on July 1 of each year,

(1) ~~2013/2014~~ salaries of continuing members of the bargaining unit shall, effective on July 1, 2014,

(2) ~~2014/2015~~ salaries of continuing members of the bargaining unit shall, effective on July 1, 2015; and

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

[remainder of the article unchanged]

### **2.04 Merit Awards**

A sum equal to 0.75% of the salaries of continuing members of the bargaining unit (the total CPI pool) shall, effective on July 1 of each year

(1) ~~2013/2014~~ salaries of continuing members of the bargaining unit shall, effective on July 1, 2014;

(2) ~~2014/2015~~ salaries of continuing members of the bargaining unit shall, effective on July 1, 2015;

be allocated 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 2.01(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 Part 4: *Conditions of Appointment for Faculty*, namely teaching, scholarly activity, and service to the University and to the community, Article 3 of Part 5: *Conditions of Appointment for Librarians* and Article 3 of Part 6: *Conditions of Appointment for Program Directors in Continuing Studies*. Judgments 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) should be considered only on those two

criteria. The basis for this round of recommendations should be academic performance relative to these criteria between April 1 of the previous year and March 31 of the current year for increases effective July 1.

- ~~(1) April 1, 2013 and March 31, 2014 for increases effective July 1, 2014 and~~
- ~~(2) April 1, 2014 and March 31, 2015 for increases effective July 1, 2015;~~

[remainder of the article unchanged]

### **2.05 Performance Salary Adjustments (PSA)**

A sum equal to 0.5% of the salaries of continuing members of the bargaining unit (the total CPI pool) shall, effective on July 1 of each year

- ~~(1) 2013/2014 salaries of continuing members of the bargaining unit shall, effective on July 1, 2014; and~~
- ~~(2) 2014/2015 salaries of continuing members of the bargaining unit shall, effective on July 1, 2015;~~

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. Normally, PSA would not awarded to members in their first three years of employment as a Faculty Member at UBC. It is inappropriate to recommend PSA to compensate for salary differentials that result from the differential award of career progress increments or merit awards.

[remainder of the article unchanged].

### **Article 4. Minimum Salary Scale for Sessional Lecturers**

Article 4. Minimum Salary Scale for Sessional Lecturers, Per Credit

Minimum Scale for the Faculty of Education

Step	Per Credit Rate
1	\$1791.41
2	\$1818.56
3	\$1845.70
4	\$1872.89
5	\$1900.02
6	\$1927.15
7	\$1954.30
8	\$1981.44

Minimum salary for Lecturers effective July 1, 2017: \$62,353.00

### **Article 6. Retention Fund**

~~6.01— 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 \$500,000 over the two years of the Agreement. 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.~~

## **7.02 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~~ \$400 in any 24 month period per employee or dependent for prescription eyeglasses (including sunglasses), contact lenses, annual eye exams and laser correction surgery.

**Memorandum of Agreement Between**  
**The University of British Columbia**  
**And**  
**The Faculty Members of the Faculty of Commerce and**  
**Business Administration (Sauder School of Business)**

Point Grey Commerce Faculty Association  
Subsidiary Agreement

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) enter into a subsidiary agreement effective July 1, 2016 with the following terms:

1. While recognizing that current financial conditions will not allow for the provision of additional salary support for faculty members in the Faculty at this time, the University will continue to monitor the challenges faced by the Faculty in hiring and retaining research faculty and will enter into discussions with the Faculty to try to address these challenges at the next round of bargaining.
2. When additional funding for salary support for faculty in Sauder is available, 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 any supplemental salary increase will be 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. Any such 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 Provost and Vice President Academic.
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 effective this 28<sup>th</sup> day of April, 2017

For the University of British Columbia: Allison Matacheskie

For the UBC Point Grey Commerce Faculty Association: Thomas Ross

## Part 3: Leaves

### New Article 9 Subrogation

9.01) If a faculty member has a claim against a third party for lost wages or benefits, the University shall be entitled to recover costs of lost wages or benefits paid by the University to the faculty member, from the third party.

9.02) No faculty member shall be required to take legal action to recover lost wages or other damages from any person. However, the faculty member shall be required to turn over to the University any monies received, directly or indirectly, from a third party as a result of a claim for lost wages and/or benefits, excluding interest, where the monies received reasonably include sick pay paid by the University to the faculty member, or any other monies paid. This includes global settlements or payments which do not specify but reasonably include lost wages and/or benefits.

9.03) If a faculty member takes legal action against a third party, the faculty member must, as part of any claim, seek damages for all lost wages and benefits that have been paid to the faculty member by the University.

9.04) Upon commencement of any legal action the faculty member shall advise the third party about the University's subrogation rights and provide a copy of this article to the third party.

9.05) The University's recovery shall be net of reasonable legal fees incurred by the faculty member.

### New Letter of Understanding: Maternity/Parental Leaves (Supplemental Unemployment Benefits)

Because, effective January 1, 2017, legislative changes to the Employment Insurance Act impact maternity and parental leaves, waiting periods, and supplemental top ups outlined in this collective agreement, the parties agree to the position set out in the Senior Manager, Health, Wellbeing & Benefit's email to Executive Director, Faculty Association dated December 19, 2016.

For the term of the current collective agreement, Supplemental Employment Benefits shall continue to be paid up to 95% of salary during the second week of leave in addition [missing "to"] the EI benefit as allowed under the Employment Insurance Act and Regulations.

## Part 4: Conditions of Appointment for Faculty

### Article 1. Interpretation

1.01 For the purpose of Part 4: *Conditions of Appointment for Faculty*:

"Lecturer" means a person holding an appointment without review for a term of ~~twelve (12) months or less~~ one, two or three years (the first year of an initial appointment shall be probationary), with responsibilities limited to a) teaching and related duties which may include administrative responsibilities normally undertaken by faculty members; and b) service as defined by Article 4.05 in Part 4, *Conditions of Appointment for Faculty*.

## **2.02 Term Appointments without Review**

- a) Appointments without review are full-time or part-time appointments for a specified limited term. With the exception of Lecturers, 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. Lecturer appointments are expected to be renewed for successive terms of up to three (3) years each upon demonstration of excellence in teaching as defined in Article 4.02 in Part 4; Conditions of Appointment for Faculty.
- b) With the exception of Lecturers, term appointments without review are governed by regulations of the Board of Governors set forth in UBC Policy Number 42.
- c) Appointments for Lecturers for a partial workload for all or part of a year shall be done in accordance with Articles 2.03, 3.01, 3.02 and 4.01 of Part 8: Reduced Appointments.
- d) The Head shall consult with eligible members of the department and lecturers in order to ascertain their views and to obtain their recommendation concerning the appointment of all Lecturers. and reappointment of Lecturers
- e) Lecturer appointments may not be renewed or may be revoked during the term for operational reasons such as lack of funding, falling enrolment, or other operational reasons.
- f) Lecturers shall participate fully in affairs and activities of the department except where prohibited by this agreement or University policy.
- g) Lecturers will have priority of course assignment over Sessional faculty.
- h) The assignment of workload to lecturers shall be consistent with the unit's general approach to workload as required by Part 1, Article 13. Within that assignment, lecturers shall not be assigned teaching responsibilities that exceed the teaching assignment at that time in the unit for full-time sessional lecturers. Lecturers shall be given appropriate course release for assigned administrative or services duties.

## **Article 2.03. ~~Term Appointments with Review~~ Pre-Tenure Appointments and Reappointments**

- i) ~~Term Pre-tenure~~ appointments with review are full-time appointments for a specified term of at least twelve (12) months ~~other than term appointments without review.~~
- i) [unchanged]
- i) [unchanged]
- i) ~~Subject to Article 2.03(f), any person holding a term appointment with review is eligible for consideration for a tenured appointment.~~
- i) ~~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.~~

- i) ~~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 appointment 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 in a decision made by the President has the right of appeal.~~~~
  
- i) ~~A decision not to grant a tenured appointment on the expiry of the maximum period for a term tenure appointment with review will normally be followed by a one year terminal appointment with an ending date of June 30. If the decision not to grant a tenured appointment is received after December 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, except as provided in 2.03, 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.~~

- d) An appointment for an acting Assistant Professor is for a maximum of two years. A person will not normally be reappointed as an Acting Assistant Professor. The pre-tenure period begins at the start of an appointment as Acting Assistant Professor.
- e) Pre-tenure appointments are for two three-year terms, except for Assistant Professors who have two four-year terms.
- f) Faculty members shall be reappointed to a second term if they have demonstrated sufficient progress towards, and promise of, satisfying requirements for a tenured position.
- g) A faculty member holding a pre-tenure appointment shall be given at least twelve (12) months' written notice of a decision not to renew the appointment.
- h) In the penultimate year of a faculty member's second pre-tenure term, the faculty member shall undergo a mandatory review for promotion and/or tenure.
- i) A decision not to grant a tenured appointment on the expiry of the maximum period for a term tenure appointment with review will normally be followed by a one-year terminal appointment

with an ending date of June 30. If the decision not to grant a tenured appointment is received after December 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.

- j) In the case of an Instructor
  - i) if at any time an Instructor is promoted to the rank of Senior Instructor, a tenured appointment will also be granted;
  - ii) if an appointee is not granted a tenured appointment pursuant to j(i) above, then in the fifth year of service a recommendation whether to promote to the rank of Senior Instructor must be made.
- k) In the case of an Assistant Professor
  - i) if at any time 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 k(i) above, then in the seventh year of service a recommendation whether to promote to the rank of Associate Professor must be made.
- l) No person will acquire a tenured appointment by reason only of holding a pre-tenure appointment that extends beyond the maximum period of such appointments.

### **Article 3. Titles and Ranks**

#### 3.02 Instructor

Appointment to this rank normally requires completion of academic (or, where appropriate, professional) qualifications, evidence of ability and commitment to teaching and promise of educational leadership. ~~Appointments and reappointments are normally made for two years but in exceptional circumstances may be made for a lesser period. An Instructor who is in the fifth year of appointment shall be considered for promotion to the rank of Senior Instructor and if successful shall be granted tenure in that year.~~

#### 3.03 Senior Instructor

Appointment at or promotion to ~~the~~ this rank of ~~Senior Instructor~~ requires evidence of excellence in teaching, ~~and~~ demonstrated educational leadership, involvement in curriculum development and innovation, and other teaching and learning initiatives. It is expected that Senior Instructors will keep abreast of current developments in their respective disciplines, and in the field of teaching and learning.

### 3.04 Professor of Teaching

Appointment at or promotion to ~~the~~ this rank of ~~Professor of Teaching~~ requires evidence of outstanding achievement in teaching and educational leadership, distinction in the field of teaching and learning, sustained and innovative contributions to curriculum development, course design and other initiatives that advance the University's ability to excel in its teaching and learning mandate. Initial appointments at this rank are normally tenured appointments.

### 3.05 Acting Assistant Professor

Appointment to this rank requires evidence of potential ability in teaching and research. ~~Appointment is for a maximum of two years. Upon completion of a terminal degree, the person's rank shall be converted to Assistant Professor. A person will not normally be reappointed as an Acting Assistant Professor. The pre-tenure period begins at the start of an appointment as Acting Assistant Professor.~~

### 3.06 Assistant Professor

a) ~~Appointment at or promotion to the~~ this 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/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.~~

### 3.07 Associate Professor

a) Appointment at or promotion to ~~the~~ this rank of ~~Associate 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 scholarly activity, teaching and service 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.~~

### 3.08 Professor

a) Appointment at or promotion to ~~the~~ this 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 neither 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 either scholarly activity or educational leadership. 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 or educational leadership~~. ~~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.

[remainder of the article unchanged]

#### **Article 5. Procedures for Appointment, Reappointment, Tenure and Promotion**

##### Article 5.2. Meetings with the Head

~~a) No later than June 30 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. It is the responsibility of the faculty member to provide an up-to-date curriculum vitae and other relevant information for the review of the Head, prior to the meeting.~~

a) The Head shall meet with pre-tenure faculty members during the first year of appointment to review the criteria and expectations for reappointment, tenure and promotion and provide the faculty member with an opportunity to ask questions about the reappointment, tenure and promotion processes.

After the first year, the Head shall meet with pre-tenure faculty members no later than June 30 of each year. 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 the meeting.

- b) The purpose of the annual meetings specified in Article 5.02(a) is to identify any potential difficulties with the candidature, to assist the candidate with any concerns, and to discuss:
  - i) the timing of the next review;
  - ii) the criteria and expectations of the next review, including how teaching, scholarly activity, educational leadership and service will be assessed;
  - iii) the candidate's record including their successes, any potential difficulties and how concerns may be addressed; and
  - iv) where relevant, the information and documents required for the review to proceed.
- c) [unchanged]
- d) At the conclusion of each ~~of these~~ annual meetings the matters discussed must be recorded in a memorandum prepared by the Head and agreed to by the candidate. Although the candidate and the Head must agree on what was discussed, they may or may not agree on the evaluations or advice provided.

#### 5.10 Review by the Dean

- a) & b) – [unchanged]
- c) The Dean's advisory committee (DAC), shall normally be composed of at least 6 (but not fewer than 4) tenured full professors and professors of teaching, one-half of whom shall be elected by secret ballot by the faculty, and one-half of whom shall be selected by the Dean. Heads who are tenured full professors or professors of teaching 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. Members of DAC shall serve for specified and staggered terms.
- d) When serious concerns about the candidacy arise in the advisory committee, the Dean 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 and to introduce further relevant evidence. If the candidate has not already been provided with a summary of the referees' opinions they shall be provided by the Dean. The summary shall be prepared in such a way that the identities of the referees are not disclosed.

### **Article 7. Period of Notice**

#### 7.03 ~~12-Month~~ Lecturers

- a) 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 for reasons other than those described in 2.02(a) shall be given at least one month's notice and immediately qualify for reappointment under provisions of Part 7: *Conditions of Appointment for Sessional Faculty*, and shall maintain all his/her accumulated service and benefits.

b) A ~~12-month~~ Lecturer who had not previously held an appointment as a Sessional Lecturer and who is not to be reappointed as a ~~12-month~~ Lecturer ~~for reasons other than those described 2.02(a)~~ shall be given notice or pay in lieu of notice of one month per year of service up to a maximum of six months. on the following scale:

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

## **Article 9: ~~Mandatory and~~ Reviews for Promotion and Tenure**

### **9.01 Optional Reviews for Promotion and Tenure for Pre-tenure Faculty**

~~a) A periodic 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, unless the candidate requests in writing that the University refrain from conducting that review.~~

~~b) A periodic 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, unless the candidate requests in writing that the University refrain from conducting that review.~~

~~c) A periodic review of the record of each Senior Instructor shall be conducted during the fifth year after appointment at or promotion to that rank, and every third year thereafter, unless the candidate requests in writing that the University refrain from conducting that review.~~

a) An optional review for promotion may be conducted in any year with the consent of the Head and the candidate, and may be stopped by the Head, Dean or Candidate at any time, except that only the Candidate may stop an optional review in the year after reappointment. A decision to stop the process by the Head or Dean is not subject to appeal as set out in Article 13.

b) Assistant professors and Instructors may be reviewed early for promotion. A positive decision for promotion in an optional review shall result in a tenured appointment being granted.

c) A negative decision following an optional review for promotion shall not result in a terminal year.

d) An optional review for tenure for Associate Professors, Professors, Senior Instructors, or Professors of Teaching may be conducted in any year with the consent of the Head and the candidate, and may be stopped by the Head, Dean or Candidate at any time. A decision to stop the process by the Head or Dean is not subject to appeal as set out in Article 13. If a negative decision is made on the awarding of tenure, the faculty member shall be entitled to a terminal year pursuant to Article 2.03 (i).

## **9.02 Reviews for Promotion for Tenured Faculty**

For post-tenure promotion reviews, the following will apply:

- a) A review for promotion may be conducted in any year upon request by the candidate. If a promotion is denied, another optional review will not be conducted for three years. Where a non-periodic review results in a recommendation by the Dean, the review will be deemed to be a periodic review for the purpose of determining the timing of the next periodic review.
- b) At any time the Head may make a recommendation for promotion review and if the candidate agrees a review shall take place.
- c) If a post-tenure promotion review is conducted, a review will not be conducted in the following year.

## **Part 5: Conditions of Appointment for Librarians**

### **Article 1. Interpretation**

#### **Article 1.02 Heads**

1. The University will appoint Heads in the Library using term appointments. Depending on the Library's operational needs, terms will be for of up to five (5) years. Appointments may be renewed after a review process.
2. The terms and conditions of the Head's appointment, including the functions and responsibilities delegated to the Head, will be agreed in writing at time of appointment or reappointment. As part of their appointment, Heads shall have access to training, time, and support to assist them in carrying out their responsibilities.
3. Heads provide some of the intellectual and administrative leadership for the unit, and they represent the views of their units to the AULs, the UL and the University at large.
4. Time served in a Term Head appointment will continue to accrue as time served for the purpose of study leave eligibility.
5. Such appointments will carry with them an entitlement to a stipend. The amount of the stipend shall not be less than \$5000 and will be set out in the Library's written offer of appointment.
6. Librarians hired as Administrative Librarians by the University prior to March 31, 2012 will not normally be eligible to receive an administrative stipend.
7. An appointment as an Acting Head for a period of three (3) months or more will carry an administrative stipend. The amount of the stipend will be set out in the Library's written offer of appointment. Acting Head appointments of less than three (3) months will carry no administrative stipend. Time served in an Acting Head appointment will continue to accrue as time served for the purpose of study leave eligibility.

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

.....

- 4.02 Where a Selection Committee is to be appointed the Committee shall include at least five librarians who hold confirmed or confirmation-track 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 Committee shall normally include at least one Head from outside of the unit. The Chair shall be elected from within the Committee. The recommendation of the Selection Committee shall be that of a majority. The Head to whom the librarian reports shall also participate in the work of the Committee but shall not vote.

### **Part 7: Conditions of Appointment for Sessional Lecturers**

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

- 10.04 ~~If a Sessional Lecturer wishes to file a grievance, the appropriate procedures, as set out in Article 20 of Part 1: Framework for Collective Bargaining shall be followed, commencing at the level outlined in Article 20.04. Where the Parties mutually agree, grievances under this Article may be submitted directly to Expedited Arbitration under Article 14.~~

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

- ~~12.01~~ A Sessional Lecturer may present his/her credentials to the Department Head at any time for consideration for appointment to a ~~12-month~~ Lecturer position.
- ~~12.02~~ 12.01 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 Lecturers 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).
- ~~12.03~~ 12.02 ~~Sessional Lecturers 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 Lecturer, the Sessional Lecturer'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.