

UBC-UBCFA Collective Agreement – July 1, 2019 to June 30, 2022

There are a number of changes that members should be aware of in relation to our recently ratified Collective Agreement, some of which came into effect upon ratification and others not until later this year or next. The key language changes are outlined in this compendium to the Collective Agreement.

Provincial Funding Model

All monetary improvements in the new Collective Agreement have been fully costed and funded by the provincial government. UBC will receive from the BC Government sufficient funds to cover both the General Wage Increases and the increases to Sessional Faculty scales, PD funds, Health Spending Account, Lecturer PD leave, and other cost items in the Agreement.

Changes to Part 1: Framework for Collective Bargaining

Workload language (Article 13): The Collective Agreement already required a reasonable and equitable distribution of workload, a transparent process of workload allocation, and the assignment of workload appropriate for the rank and requirements of each appointment type. There are two new workload provisions for faculty:

Preamble: Respect for all of the assigned elements of each member’s appointment-type. For instance, Educational Leadership stream faculty are required to engage in teaching, service, and Educational Leadership. Their workload assignments need to permit appropriate time for all of those elements of their appointment. (“consideration shall be given to the balance of...areas to afford the member adequate opportunity to perform their responsibilities.”).

Article 13.03(e): “When the Head assigns teaching, they will consider the amount of work in the particular courses assigned based on factors such as class size, mode of delivery, contact hours and amount of teaching assistant support”. Because larger classes, classes with labs, classes without TA support, new courses, project-based courses and the like can all require considerably more time from faculty members, departments are now required to weigh those factors when assigning teaching. For instance, some departments ensure that all faculty members have a mix of small seminars and larger lecture classes. Some units may provide reduced teaching loads when requiring major new course-designs. A department may try to meet this requirement for balance by pairing a class that has doubled in enrollment capacity with a commensurately smaller class when assigning a teaching load, and so on. Collegially developed workload policies in each department will help to establish clear principles by which these teaching- workload factors are assessed and balanced. These principles of fairness and balance apply to all members in the department who are assigned teaching.

The new language in **Article 13.03(f)** provides guidance on the role of the Head in making service assignments. The Faculty Association and the University confirmed, in Part 4: Article 4.05, that service is both assigned and self-directed. The workload language was changed to reflect that Heads must offer the opportunity to members in their unit to provide any relevant information regarding service that should be taken into consideration before deciding on service assignments.

Letter of Understanding #2: Retirement Options: There are two substantive changes: we have reduced the age of eligibility from 60 to 55 and also made amendments to the length of the option – from 5 years to 2 – for option number 3 (Article 2.08).

Article 1.02 & 2.01: Members who are 55 may now elect the retirement option under this agreement, and are also eligible to avail themselves of the retirement workshops and the \$750 for individual counselling with a University-approved financial specialist.

Article 2.08: Reduced-Scope Appointment: The provisions of this article have been changed from a maximum of five (5) years in total to two (2), including the one year notification. This section, which allows member to continue to work full time, but allows for a reduction in one area of the duties and an increase in other areas. While the approval of this article is at the discretion of the Dean on the recommendation of the Head, the intent of the change was also to allow more members to elect this option with fewer denials. If a request is denied, the member and the Faculty Association will be provided with the reasons for the denial to ensure greater equity between members and to ensure that such requests are not unreasonably denied.

Part 2: Salaries and Economic Benefits

Merit & PSA: Articles 2.04(b)(c); 2.05(a); and 2.06 – the language in these articles has been changed to ensure that there is diversity in perspectives and ranks when members are consulted on the unit's policy on merit and PSA, when the Dean consults on the award of merit & PSA for Heads, and also when the Head puts together the committee that will be consulted on merit & PSA recommendations for the unit.

Articles 2.04(g) & 2.05(b) – the new language in these articles was added to confirm that if the Dean's award of merit or PSA is not in accord with the recommendations from the Head, the Dean must provide the Head with their decisions and the reasons.

½ Merit Unit – (Article 2.04) : Effective immediately, departments and equivalent will have the option of recommending colleagues for ½-merit units in the annual merit/PSA processes. This change was designed to give departments more options and flexibility when rewarding the work of members.

Merit & PSA – Joint Appointments (Appendix E – letter of Understanding): this letter of understanding ensures that the Head of the member’s home unit consults with the Head of the member’s other unit before making a recommendation on the award of merit to the Dean. The Dean of the member’s home faculty may also consult with the Dean of the member’s other faculty prior to making a determination on the award of merit.

Sessional Lecturer minimum scales (Article 4): Effective July 1, 2019, the UBC sessional faculty minimum scale will be a single dollar amount per credit in each Faculty, rising with GWI annually. All of the current 8 Steps on the minimum scale have been eliminated. This will greatly simplify budgeting and pay-calculations for sessional lecturers at minimum scales and results in an increase for Sessional Lecturers who were below the top step on the minimum salary scale.

Letter of understanding – Music Instruction: Sessional Lecturers in the School of Music teaching studio classes and doing coaching will also now have a single minimum per hour, again rising annually with GWI and higher than the current top step.

Health Spending Account - Article 7.04: All members eligible for extended-health benefits will also, as of January 1, 2021, also be eligible for a \$200 Health Spending Account which can be used to cover deductibles or other health-related expenses which exceed current benefits-coverage.

Professional Development Reimbursement (Article 7.09): The Faculty Association and the University increased the per credit amount for PD for non-continuing Sessional Lecturers and increased the total PD allotments for all other members of the bargaining unit. Sessional Lecturers will also see an increase to the allotted time to bank unused PD funds.

Increase to PD funds (Article 7.09(b): all members of the bargaining unit except for non-continuing Sessional Lecturers will see an increase in PD funds from \$1100 per year to \$1700 per year. This provision takes effect on July 1, 2020.

Sessional Lecturers without continuing status (Article 7.09(c) - will see an increase in their per-credit PD allotment from \$25/credit to \$100/credit, to a maximum of \$1700/year. This increase takes effect on July 1, 2019. Non-continuing sessional lecturers may now also bank these funds for up to five (5) years versus the two (2) year limit in the previous agreement.

Teaching grant fund (Article 7.09(d): These funds, derived from unused PD funds from all Sessional Lecturers, will now be capped at \$200k per year. We will continue to make these funds available for conference and travel funding for all our Sessional Lecturers.

CPI Increments for Lecturers (Appendix A): Lecturers now have an increased number of CPI units to bring this category of faculty into better alignment with their colleagues in other classifications. Any CPIs owed to Lecturers as a result of the increased number of CPI units will

be paid by way of *career progress carry forwards*, which is a standard practice at UBC. What this means is that each Lecturer who is owed CPI can expect to receive one year's CPI every year until their allotment is exhausted. This practice is in place to ensure that the value of a CPI unit does not drop significantly owing to a sudden increase with the number of members eligible to receive them.

Part 3: Leaves

Sick leave and study leave interaction (Article 2.14): Members on study leave who become ill or incapacitated may elect to apply for short-term sick-leave at full salary. If more than half of the leave remains when a member becomes ill or incapacitated, the remaining part of the study leave shall be deferred. For example, if a member on a six-month study leave suffers a concussion one month into their study leave, they may apply for sick leave and pause their study leave during their sick leave. If the same illness or injury occurs one month from the end of their study leave, they may apply for sick leave at 100% of salary, but they may not bank the remaining month of their study leave. The scheduling of the deferred period of study leave following a return to work shall be determined by mutual agreement between the member and the Head.

PD leave for Lecturers (new Article 3): Effective July 1, 2020, in recognition of the importance of renewal and professional development for faculty, Lecturers with 6 years' of service may now take a 1-term paid professional development leave.

Lecturers' professional development leave is for four (4) months, either from January 1 to April 30 or from September 1 to December 31, with 80% salary for the period of the leave. As with study leave, an individual who is denied professional development leave for operational reasons shall be given priority in consideration of applications for professional development leave in the following year.

Maternity, Parental and Adoptive Leave (Article 6.05): the new language in this article grants adoptive parents with pre-adoptive leave of up to 20 days for each adoptive process and sets out the criteria for the leave. The timing of the commencement of the leave shall be at the discretion of the faculty member as long as reasonable notice of the leave is provided to the University.

Part 4: Conditions of Appointment for Faculty

New titles for Instructors & Senior Instructors: Effective July 1, 2020, the title "Instructor" will be replaced with "Assistant Professor of Teaching" and "Senior Instructor" will be "Associate Professor of Teaching". This is something that both parties felt was important. Both the Vancouver and the Okanagan Senates have approved and amended the definition of a faculty member to reflect the new titles. The objective was to use titles that better reflected the scholarly nature of the Educational Leadership stream.

Renewable Term Appointments – Lecturers (Article 2.03): The language concerning Lecturer appointments has been reorganized so that the key provisions governing Lecturers are clear and coherently parceled. A new definition of the qualifications for an initial Lecturer appointment has been added. The length of appointment for Lecturers has been increased to a maximum of a 5-year appointment.

Tenure & Promotion submission deadlines (Article 5.02): There is a new deadline for tenure/promotion files, effective 2021. This deadline is not applicable to candidates expecting to go up for promotion in 2020; it will apply to candidates being reviewed in the 2021 and future calendar years. The deadline for candidates' files to be complete and submitted will be moved from September 15 (current) to July 1. This change was made at the request of Heads and Directors, who are finding it increasingly difficult to both find external reviewers and gather letters in a timely fashion during the fall term.

Part 5: Conditions of Appointment for Librarians

The parties made several important changes to this component of our Collective Agreement.

Heads (Article 1.02): Following several rounds of negotiations, the parties agreed to amend the language on the roles and responsibilities for Heads, confirming that Heads have greater authority over their units and are responsible for providing intellectual and administrative leadership.

Criteria for Appointment (Article 3): New language defining assigned professional responsibilities, contributions to scholarship and service contributions provides greater clarity on these responsibilities. This new language in Article 3 will apply to confirmation and merit processes and also interacts with a new workload article specific to Librarians and Archivists. The parties also negotiated language to better distinguish between the appointment of a librarian or an archivist, and specifies the qualifications necessary for these positions.

Confirmation Processes (Article 6): Changes to the Heads responsibilities are also reflected in the amended language regarding confirmation processes. The candidate's Head will chair the standing review committee and prepare the committee's recommendation. Referees for confirmation who are not UBC librarians (ex. librarians at other institutions, faculty members or community members) can contribute as referees with status equal to UBC librarians for a member's confirmation review.

Workload (new Article 7): Modelled after the language for faculty in Part 1, Article 13, Librarians and Archivist now have their own language governing workloads that is specific to the Library.

Part 7: Conditions of Appointment for Sessional Lecturers

The Language in this Part of the agreement has been amended to reflect the 2012 Consent Award from Arbitrator Rod Germaine on the interpretation of the language in this section so that members better understand the appointment, reappointment, and processes and priorities for the assignment of work. The parties also simplified the way in which length of service is calculated.

Vacation Pay (Article 16): Sessional Lecturers' vacation-pay entitlement will rise from 4% to 6% at the end of 5 years' continuous employment; that employment now need not be "full-time". Any teaching in a given year will count toward this entitlement. For those who now meet the new threshold for the 6% rate, the increase will be retroactive to July 1 2019 or to the date between July 1 2019 and the ratification of the agreement upon which they became eligible under the new criteria.

Calculation of Length of Service (Appendix A): Length of service will now be calculated simply in terms of credits taught. For continuing appointments, the threshold will be credits taught/months. The former FTEM (full-time equivalent months) calculations have been eliminated.

We hope you will find this compendium to the Collective Agreement useful in helping to understand the changes we have made to the Collective Agreement, which came into effect on February 25th (the date both parties ratified the agreement) unless otherwise specified. If you have questions about these or any other changes in the Collective Agreement, please contact the FA: faculty.association@ubc.ca or 604.822.3883.