

UBCFA Ratification Package
Agreed items for the 2010-2012 Collective Agreement

Agreement on the Framework for Collective Bargaining

1. Amend Article 7 (Membership Information) , add new article 7.1 (Personnel Files)
2. Revise Article 13 (Workload)
3. Add new Article 20 (Retirement), Letter of Understanding on Retirement Options
4. Delete Article 20 (Informal Settlement), amend Article 21 (Grievance and Arbitration Procedures)
5. Amend Article 26 (Duration of this Agreement) to reflect a two-year term from July 1, 2010 until June 30, 2012
6. Amend Appendix A (Exclusions from the bargaining unit, works in conjunction with Article 2).
7. Memorandum of Agreement re: Point Grey Commerce Faculty Association Subsidiary Agreement (Sauder School of Business)

Agreement on Salaries and Economic Benefits

8. Amend Article 2.03 (Career Progress Increments), add new CPI for Length of Service
9. Amend Articles 2.04/2.05 (Merit/Performance Salary Adjustment), add new Article 2.06 (Award of Merit and PSA for Heads)
10. Amend Article 7 - Productivity Lump-Sum Payments
11. Amend Article 10.07 (Income Replacement Plan)
12. Amend Article 10.10 (Professional Development Reimbursement Fund)
13. Add new Article 10.12 (Benefits for Faculty Working Beyond Normal Retirement Date)

Agreement on Conditions of Appointment for Faculty

14. Add new Article 1.1 (Heads of Department) and Article 1.2 (Recognition for Service as Department Head)
15. Add a new Article in Titles and Ranks – 3.05 (Professor of Teaching) with related changes to Articles 3.02 (Instructor I) and 3.04 (Senior Instructor), subsequent renumbering.
16. Amend Article 5.02 (Meetings with the Head), 5.03 (Candidate's File for Reappointment, Promotion or Tenure),
17. Amend Article 5.14 (Review by President) new 5.15 b) (President: Informing the candidate), renumber existing 5.15 b) to c)
18. Add Article 7.03 (12-Month Lecturers – previously LoU #4, rolled into Agreement)
19. Amend Article 9 (Periodic Review for Promotion)

Housekeeping and Letters of Understanding (copies of these changes not attached)

20. Various “housekeeping” changes were made to reflect minor and/or non-substantive changes to the Collective Agreement language
21. Letters of Understanding to be deleted:
 - No. 2 re: Transition (corresponding amendment to Framework Agreement),
 - No. 3 re: Facilitated Discussions
 - No. 4 re: 12-month Lecturers (rolled into 7.03 of the Framework Agreement)
 - No. 5 re: Types of Appointments and Titles and Ranks (Joint Committee)
 - No. 6 re: Periodic Review for Promotion ((Joint Committee)
 - No. 7 re: Appointments Involving Non-University Funds Grant Tenure – Joint Committee)
 - The Memorandum of Understanding re Hourly Paid Librarians

Changes to the Framework Agreement

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 FACSNAF 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.~~

Article 7.1 Personnel File ****New article****

- a) The personnel file for a Faculty Member is comprised of confidential files residing in the offices of the Head, the Dean and Faculty Relations or Human Resources, any of which may be used in decisions regarding terms and conditions of employment of the member.
- b) b)The personnel file of each member shall contain only materials pertaining to the member's employment and may include, but shall not be limited to, the member's curriculum vitae, offer letters, teaching evaluations, letters of reference and appraisal, compensation and work history, disciplinary material, recommendations and decisions about reappointment, tenure or confirmation, promotion or continuing status, and letters concerning personnel decisions involving the member

Any files created for the purposes of reappointment, tenure or promotion review shall be deemed to be part of the personnel file.

- c) Anonymous or unsolicited complaints or concerns, other than student evaluations of teaching, will not form part of the personnel file unless they have given rise to investigation and/or verification.
- d) The University shall endeavour to inform the member within sixty (60) days of any negative material which is added to the member's file outside a formal review process and without the knowledge of the member.
- e) A member shall have the right, during normal business hours and upon reasonable notice, to view all of the material in his/her own file, other than confidential letters of appraisal and reference, at a mutually convenient time. This review must be carried out in the presence of a person designated by Faculty Relations or Human Resources. Members shall be required to provide identification before access to the personnel file is granted. f)The member shall not remove the file not its contents from the office but may, on written request, receive a copy of any documentation in the personnel file, with the exception of confidential letters of reference and appraisal. g) The member shall have the right to have included in his/her file any written comments on the accuracy, relevance, meaning or completeness of any of the contents of the file.

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.~~

13.01 Preamble

(a) The academic workload of a faculty member is a combination of self-directed and assigned tasks undertaken in fulfillment of his or her academic responsibilities in the areas of teaching, scholarly activity and service to the University and the community.

(b) Academic units vary in their contributions to the University. As such, it is understood that what constitutes normal workload will vary from one unit to another.

13.02 Principles Governing the Assignment of Workload

The University is committed to:

(a) a reasonable and equitable distribution of workload for faculty;

(b) a transparent process of workload allocation within a unit, which has decisions being made in accordance with criteria that are communicated to members within that unit;

(c) flexibility in workload allocation that reflects the University's obligations and the unique missions of units, and is consistent with the type of appointment held by faculty members;

(d) a general approach to workload allocation that has been developed taking into consideration the operational requirements of the University and the unit and the input of members of the unit;

(e) workload allocation that takes into consideration the comprehensive nature of the scope of activities and expectations appropriate to the faculty member's appointment, including approved participation in programs outside the unit

13.03 Unit Workload

(a) The Head of each academic unit shall notify members annually of the unit's general approach to workload.

(b) The normal workload within units shall be consistent with the operating obligations of the unit, the Faculty and the University.

(c) 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.

(d) The Head shall assign workload to members in accordance with the principles governing the assignment of workload (Article 13.02), the unit's general approach to workload, and other factors relevant to the individual member

Article 20. Retirement (New article**)**

20.01 The normal retirement date at UBC is the June 30th or December 31st following the date upon which the member turns 65 (the "Normal Retirement Date").

20.02 A member may retire on or prior to the Normal Retirement Date in accordance with the provisions in Article 20.04.

20.03 A member who decides to work beyond the Normal Retirement Date is required to perform the full scope of duties and responsibilities, except as provided for in the Letter of Understanding on Retirement Options.

20.04 Except as provided in the Letter of Understanding on Retirement Options, a member shall give notice of retirement well in advance, which will normally be twelve months and preferably eighteen months before retirement.

The following Letter of Understanding accompanies the above article on Retirement:

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF BRITISH COLUMBIA
AND
THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA
Re: Retirement Options

1. Processes to Support Retirement

1.01 The Agreement on Reduced Appointments remains unchanged, except as modified by this Letter of Understanding.

1.02 The University will supplement current retirement counselling with:

- a) Retirement workshops for members who are at least 60 years old, and their spouses; and
- b) Individual counselling with a University-approved financial consultant, up to a maximum of \$750.

2. Retirement Options: Phased-in retirement Appointment, Part-time Appointment or Reduced-Scope Appointment

2.01 In addition to continuing to work full-time, requesting a reduced appointment in accordance with the Agreement on Reduced Appointments or giving notice of retirement in accordance with the provisions of Article 20.04 of the Framework Agreement, tenured or confirmed faculty, librarians, program directors and full-time 12-month lecturers who have reached the age of 60 and have 10 years of full-time continuous service may elect to participate in one of three retirement options: (1) phased-in retirement; (2) part-time appointment; or (3) reduced-scope appointment.

2.02 The purpose of the Retirement Options is to balance the desire of members to continue to be productive in more flexible employment arrangements with the University's need for certainty in academic planning, all the while maintaining cost neutrality.

2.03 The Retirement Options have been implemented as a pilot project. The pilot was initially for a period of two years, commencing May 15, 2007, and is hereby renewed for a further period of three years, to May 15, 2012. Beginning January, 2011, the parties agree to annually review the results of the pilot in light of its purpose and reach a resolution on any future options.

2.04 Members who participate in a Retirement Option are entitled to salary, benefits and pension in the same manner as provided for in the Agreement on Reduced Appointments, as modified by this Letter of Understanding, and are eligible, in accordance with provisions of the Agreement on Salaries and Economic Benefits, to be considered for Career Progress Increments (CPI), Merit Awards and Performance Salary Adjustment (PSA), as provided for in the Agreement on Reduced Appointments.

2.05 Where a member takes a Retirement Option, eligibility for study leave is as follows:

- a) There will be no further accrual of service towards study leave eligibility once notice to enter into a Retirement Option has been given;
- b) Where a member may be eligible for a study leave, it must be planned before entering into a Retirement Option and completed within the time of the option;
- c) There must be the equivalent of at least one year of full-time service between the end of the study leave and retirement; and
- d) Salary paid during the study leave will be as provided for in the Agreement on Reduced Appointments.

2.06 Option 1: Phased-in Retirement

- a) A member may elect to take a phased-in retirement. The Phased-in Retirement Option is for a maximum of four years in total, at the election of the member (i.e. the notice period, plus the phased-in retirement).
- b) A member who elects to take the Phased-in Retirement Option must continue to perform the full scope of duties, which will be reduced in percentage of time in each of three years.
- c) The member must give advance notice of his/her intention to elect this option (the "notice period"). Eighteen months' notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- d) Notice by a member to enter into this option constitutes irrevocable notice to retire.
- e) Salary during a Phased-in Retirement Appointment is commensurate with percentage of workload performed.
- f) During a Phased-in Retirement Appointment, the member's workload will decrease over three years to 75%, 50% and 33-1/3%. This can be modified by mutual agreement of the member and the Head, provided the minimum level of workload is 33-1/3%.
- g) Benefits provided during the Phased-in Retirement Appointment are as provided for in the Agreement on Reduced Appointments, except that where the load, by agreement, is between 33-1/3% and 50%, benefits shall be maintained as if the appointment were 50% or higher.

2.07 Option 2: Part-time Appointment

- a) A member may elect to take a part-time appointment. The Part-time Appointment Option is for a maximum of five years in total (i.e. the notice period, plus the part-time appointment).

- b) A member who elects to take the Part-time Appointment Option must continue to perform the full scope of duties at 50% of full-time workload. Members may, in consultation with the Head, choose from a range of load-options, from fulltime/partial-year to part-time/full-year. The Head will make a reasonable effort to accommodate the requests for load-options.
- c) A Part-time Appointment with a workload between 51% and 80% requires mutual agreement of the member and the Head.
- d) The member must give advance notice of his/her intention to elect this option (the "notice period"). Eighteen months' notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- e) Notice by a member to enter into this option constitutes irrevocable notice to retire.
- f) The maximum period for a Part-time Appointment is four years. The retirement date can be shortened with at least six months' notice provided on either June 30th or December 31st but can only be extended by mutual agreement of the member and the Head.
- g) Salary during a Part-time Appointment is commensurate with percentage of workload performed.

2.08 Option 3: Reduced-Scope Appointment

- a) A member may request a reduced-scope appointment. The Reduced-Scope Appointment Option is for a maximum of five years in total (i.e. the notice period, plus the reduced scope appointment).
- b) A reduced-scope appointment provides for reduced-scope of duties (to either a part-time appointment, or remaining as a full-time appointment) where the member can request a reduction in his/her contribution in one area of duties, and possibly increase it in others.
- c) Approval of a reduced-Scope Appointment is at the sole discretion of the Dean of the Faculty (or equivalent), upon the recommendation of the Head.
- d) The member must give advance notice of his/her intention to elect this option (the "notice period"). Eighteen months' notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- e) Notice by a member to enter into this option constitutes irrevocable notice to retire.
- f) The maximum period for a Reduced-Scope Appointment is four years. The retirement date can be shortened with at least six months' notice provided on either June 30th or December 31st but can only be extended by mutual agreement of the member and the Head.
- g) Salary during a Part-time Appointment is commensurate with percentage of workload performed.

Part D (Framework Agreement) – 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~~ Procedures

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.

"Grieving Party" means the party who initiates the grievance and may refer to the Faculty Association or the University;

"Provost" means the Provost at the appropriate campus, or his or her delegate.

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

a) Nothing in this Collective Agreement shall prevent the parties from the use of informal means to settle grievances and disputes.

b) 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.

c) It is the firm desire of the University and the Faculty Association that all disputes or grievances should be resolved in a fair and timely manner. If a member of the bargaining unit (or a group of members) has a complaint or concern that may give rise to a grievance, the member(s) should make every reasonable effort to discuss this matter with the Head or other appropriate administrative position. 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 Faculty Association Representative present in such a discussion. The purpose of this discussion is to resolve the matter informally.

d) After the Faculty Association has become involved in a grievance, or where the University and Faculty 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 members of the bargaining unit without the consent of the Association.

e) The use of informal means to settle disputes shall not affect the right of the Faculty Association to invoke the formal grievance procedures in 21.03.

21.03 Formal Grievance 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.~~

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;
- IV. and 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 Faculty 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 21.08.

21.04 Formal Grievance Initiated at the Formal Stage

~~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.~~

Nothing in this Article shall be interpreted as preventing the faculty Association from initiating a grievance at the formal stage.

21.05 Faculty Association Representatives and Legal Counsel ~~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.~~

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.

21.06 University-Initiated Grievances ~~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.~~

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:

- a. a description of the facts of the grievance making reference to the provision(s) of the Collective Agreement on which the grievance is based;
- b. date(s) of the issue(s) in dispute;
- c. and 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 21.08.

21.07 Policy Grievance 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.~~

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.

21.08 Grievance Arbitration ~~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.~~

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

21.09 Arbitration Board ~~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.~~

a) When the Grieving Party has requested that a grievance be submitted to arbitration, it shall indicate to the other party within seven (7) days its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties.

b) Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven (7) days to name their appointee to a three-person Board of Arbitration. The two appointees shall then meet as soon as possible to select an impartial chair.

c) If the parties fail to agree on a single arbitrator, either party fails to appoint its arbitrator to the three-person board, or the two appointees fail to agree upon a chair of the three-person board within seven days of their appointment, the Chair of the Labour Relations Board for the Province of British Columbia shall make the appointment.

21.10 Parties 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.

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

21.11 Board Procedures 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.~~

a) Not less than thirty (30) days before the arbitration 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 hearing 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 Arbitration 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 a hearing commences the Arbitration Board 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 Arbitration 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 Arbitration 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 Arbitration Board may adopt such other rules and procedures as it sees fit.

21.12 ~~Decisions of Board Arbitration: Parties~~

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

a) The Arbitration Board shall hear and determine the dispute and issue a decision which shall be final and binding and enforceable on the parties pursuant to the relevant labour legislation.

b) The Arbitration Board shall make every effort to render a decision within thirty (30) days of the final hearing day.

c) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board.

d) The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

21.13 ~~Clarification of Board Decision Arbitration: Final and Binding~~

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

Should the parties disagree as to the meaning of the Board's decision, either party may apply within (30) days of the date of the decision to the Chair of the Arbitration Board to reconvene the Board to clarify the decision. The Board should make every effort to determine whether the clarification is appropriate and, if so, make such a clarification within seven (7) days of hearing the application.

21.14 ~~Arbitration Costs: 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:
 - ~~1. the documents to be introduced in evidence;~~
 - ~~2. 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.~~

Each party shall bear:

- a) its own fees, expenses and costs;
- b) the fees and expenses of a member of an arbitration board that is appointed by or on behalf of that party, and;
- c) equally the fees and expenses of the chair of the arbitration board or a single arbitrator.

21.15 Technical Objections to Grievances 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.~~

It is the intent of the parties to this Agreement to ensure just and equitable treatment of a grievance by dealing with the substance of the grievance and not with any technical error in procedure or presentation.

21.16 Amending the Time Limits

All dates and times in the Article may be varied by mutual written consent of the parties

Article 26. Duration of this Agreement

This Collective Agreement shall be in force from July 1, ~~2006~~ 2010 until June 30, ~~2010~~ 2012 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.

Appendix A (works in conjunction with Article 2.)

The President of the University

The Vice Presidents of the University

The Deputy Vice Chancellor and Principal
Provost

Associate Vice Presidents of the University

Senior Advisor to the President

Deans and Principals of Faculties or equivalent units

Vice Dean of the Faculty of Medicine, and equivalent positions

Associate Deans, Associate Principals and equivalent positions

The Librarian

Faculty members appointed to the University's Negotiating Committee for Collective Bargaining

Faculty members holding visiting appointments

Academic administrators shall enter or re-enter the bargaining unit as full-time members at the end of their administrative term.

Any academic administrator who re-enters the bargaining unit will not lose any previously accrued rights and privileges. The member's employment in the bargaining unit is deemed to be continuous.

**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)**

Re 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 on June 8, 2010 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 this day the 8 day of June, 2010.

For the University of British Columbia: Frances Watters, Director, Faculty Relations

For the UBC Point Grey Commerce Faculty Association: Darren Dahl, President

Changes to the Agreement on Salaries and Economic Benefits

2.03 Career Progress Increments (CPI)

A sum equal to 1.25% of the

1. ~~2005/2006~~ 2009/2010 salaries of continuing members of the bargaining unit shall, effective on July 1, ~~2006~~ 2010;
2. ~~2006/2007~~ 2010/2011 salaries of continuing members of the bargaining unit shall, effective on July 1, ~~2007~~ 2011;
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;

**** The rest of the article remains unchanged.**

Career Progress Increments for Length of Service (new**)**

a) Effective July 1, 2011, each faculty member eligible for Career Progress will receive 1/3 of a Career Progress increment at year 20 and at year 25 of their appointment in an eligible rank.

b) Subject to c) below, Career Progress Increments for length of service shall be funded from within the CPI pool.

c) For those faculty who have reached their 20th and/or 25th year of appointment prior to July 1, 2011, their length of service CPI unit shall be equally distributed in each of two years, July 1, 2011 and July 1, 2012, to be funded exactly as the CPCF's, to the maximum of the PSA pool.

d) It is recognized and acknowledged that this agreement is fully funded form within the Career progress Increment pool and the Performance Adjustment Pool and requires no additional funding from any source.

Merit and PSA

2.04 Merit Awards

A sum equal to 0.75% of the

1. ~~2005/2006~~ 2009/2010 salaries of continuing members of the bargaining unit shall, effective on July 1, ~~2006~~ 2010;
2. ~~2006/2007~~ 2010/2011 salaries of continuing members of the bargaining unit shall, effective on July 1, ~~2007~~ 2011;
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 2.01(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 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 ~~2005~~ 2009 and March 31, ~~2006~~ 2010 for increases effective July 1, ~~2006~~ 2010;
 2. April 1, ~~2006~~ 2010 and March 31, ~~2007~~ 2011 for increases effective July 1, ~~2007~~ 2011;
 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. Prior to finalizing the unit's policy on allocation of merit, the Head shall consult with a reasonable number of colleagues representative of each of the ranks in the unit.
- d. Once finalized, the policy governing the procedures to be used within a unit for making recommendations by the Head on the award of merit shall be distributed annually to all members of the unit.
- e. 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.

- f. 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.
- g. 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 sum equal to 0.5% of the

1. ~~2005/2006~~ 2009/2010 salaries of continuing members of the bargaining unit shall, effective on July 1, ~~2006~~ 2010;
2. ~~2006/2007~~ 2010/2011 salaries of continuing members of the bargaining unit shall, effective on July 1, ~~2007~~ 2011;
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. Normally, PSA would not be 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. 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. Prior to finalizing the unit's policy on allocation of merit, the Head shall consult with a reasonable number of colleagues representative of each of the ranks in the unit.
- c. Once finalized, the policy governing the procedures to be used within a unit for making recommendations by the Head on the award of merit shall be distributed annually to all members of the unit.
- d. 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.
- e. A description of the procedures used within a unit shall be distributed to all members of the unit.

- f. A list of those members who are awarded PSA shall be distributed individually to all members of the unit.

2.06 Award of Merit and PSA for Heads

Merit and PSA for Heads will be allocated by the Dean after consulting with a reasonable number of colleagues.

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.

1. The Parties recognize each member of the bargaining unit has been paid an amount equal to 1% of salary as a development (fundraising) productivity lump sum payment. This lump sum payment will continue to be paid to each member of the bargaining unit effective July 1 of each year, beginning July 1, 2011.

2. All Sessional Faculty Members who held an appointment during the period from July 1, 2005 of one year through June 30, 2006 of the next will receive the lump sum payments noted above whether or not they hold an appointment as of June 30, 2006. described in Item 2 above.

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.

5. 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.

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:
 - i) ~~70% of gross monthly salary for the first \$1830.00 plus~~
 - 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.

10.10 Professional Development Reimbursement Fund

a) Faculty Association Members, excluding Sessional Lecturers without continuing status, are entitled to ~~\$500~~ \$1,100 of professional development reimbursement per year. The unused balance of a Member's entitlement at the end of a year will be added to that Member's entitlement for the next year to a maximum five-year accrual.

b) Sessional Lecturers without continuing status are entitled to a professional development reimbursement fund of \$25 per credit per year. The unused balance of a Member's entitlement at the end of a year will be added to that Member's entitlement for the next year to a maximum two-year accrual.

c) Monies unspent in a Member's professional development fund (excluding Continuing and Non-continuing Sessionals Lecturers) shall be allocated to the Career Progress Increments (CPI) pool at the end of the accrual period.

d) Monies unspent in a Continuing or Non-continuing Sessional Lecturer's professional development fund shall be allocated at the end of the accrual period to a teaching grant fund to be used by Sessional Faculty.

10.12 Benefits for Faculty Working Beyond Normal Retirement Date (new article**)**

a) Benefit plan coverage will continue for members who work past their Normal Retirement Date until the member receives retirement benefits, either voluntarily or as required by law (i.e., currently, under the Income Tax Act, a member must begin taking their pension at age 69), except as provided for in paragraphs d) and f) below.

b) The following benefit plans available to members under the age of 65 remain in place for members who work past their Normal Retirement Date in accordance with the terms of the plans:

- Extended Health Plan
- Dental Plan
- Optional Life Insurance for Members
- Medical Services Plan
- Employee and Family Assistance Plan
- Professional Development Reimbursement Fund
- Dependent Benefits Coverage Following Death of a Member

c) The Faculty Pension Plan available to members under the age of 65 remains in place for members who work past their Normal Retirement Date in accordance with the terms of the plan and applicable legislation.

d) The tuition fee benefit is not limited by age.

e) The following benefit plan available to members under the age of 65 is reduced for those who work past their Normal Retirement Date:

- Basic Group Life insurance coverage is reduced to 1.0 X basic earnings

f) The following benefit plans will not be available to members who work past their Normal Retirement Date:

- Optional Life insurance coverage for spouses
- The Income Replacement Plan

Sick Leave

a) There will be no change to the terms and conditions pertaining to short-term sick leave as provided for in University Policy 62 (Leave Due to Illness of Members of Faculty).

b) Where a member who continues to work past their Normal Retirement Date is unable to perform their duties because of illness or injury and has exhausted their short-term sick leave entitlement, the member may take an unpaid leave of absence. Basic Group Life and Optional Life insurance coverage, during the period of this unpaid leave of absence, may be maintained at the member's cost for up to 24 months (maintenance of this coverage is extendable only with the approval of the carrier) and subject to the terms of the plan.

Changes to the Agreement on the Conditions of Appointment for Faculty.

Heads and Directors (new**)**

1.1 Heads of Departments

For the purposes of this Agreement “Head” means the head or director of an academic unit.

- a) The terms and conditions of the Head’s appointment, including the functions and responsibilities delegated to the Head, shall be agreed in writing between the Dean and the Head 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.
- b) Heads report to the Deans of their Faculties. They provide intellectual and administrative leadership for the unit, and are accountable for the operation of the unit, including the budget. In addition, they represent the views of their Departments to the Deans and the University at large.

1.2 Recognition for Service as Department Head

- a) The Head shall be entitled to receive an administrative stipend which shall not be added to base salary, and may also be granted a teaching release. The minimum annual stipend will continue to be \$5,000 per year.
- b) The amount of the stipend and any teaching release shall be agreed at the time of appointment/reappointment and shall be included in a written agreement between the Head and the Dean.
- c) Heads will be granted administrative leave with full salary and benefits for eight months upon successful completion of a three-year term, 12 months upon completion of a five-year term. Time served as a Head and time taken on administrative leave will not be included in years of service for the purpose of calculating study leave.
- d) A bargaining unit member who takes an academic administrative position will not lose any service time accrued towards a study leave prior to the administrative position.

Article 3. Titles and Ranks

3.01 Every faculty member is either a Lecturer or holds one of the following ranks, in either the teaching stream (Instructor, Senior Instructor, Professor of Teaching) or the professoriate Stream (Instructor II, Assistant Professor, Associate Professor, Professor).

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. normally requires completion of academic 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 I 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. ~~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 (unchanged)

3.04 Senior Instructor

~~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.~~ Appointment at or promotion to the rank of Senior Instructor requires evidence of excellence in teaching, 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. A senior Instructor may be promoted to the rank of Professor of Teaching in the fifth or subsequent years in rank.

3.05 Professor of Teaching

Appointment at or promotion to the 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.

(subsequent renumbering of the article as appropriate)

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

5.02 Meetings with the Head

- a. ~~At the beginning~~ 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. The purpose of the meeting is to identify any potential difficulties with the candidature and to assist the candidate with any concerns.
- b. The purpose of the meeting is to identify any potential difficulties with the candidature, to assist the candidate with any concerns, and to discuss: ~~When a faculty member is to be considered for promotion under Article 9 below, or for reappointment, or for tenure, 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 the timing of the next review;
 - II. to identify any potential difficulties with the candidature and to assist the candidate with any concerns. the criteria and expectations of the next review, including how teaching, scholarly activity and service will be assessed;
 - III. the faculty member'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. 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~~ must be recorded in ~~an agreed~~ a memorandum prepared by the Head and agreed by the candidate. Any concerns or opinions of the Head are his or her own views. Although the candidate and the Head must agree on what was discussed, they may or may not agree on the evaluations or the advice provided.

5.03 **Candidate's File for Reappointment, Promotion or Tenure Recommendations: Supplementing Files**

a) Initial file

It is the responsibility of the faculty member to provide the file that is to be reviewed no later than September 15, unless otherwise agreed by the Head. 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.

b) Supplementing files

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.

5.14 Review by President

- a) All recommendations to the President concerning initial appointments at or promotions to the rank of Associate Professor or Professor or Professor of Teaching, or concerning tenure decisions, shall be reviewed by the Senior Appointments Committee. At least ten percent of the Senior Appointments Committee appointed by the President will hold appointments at UBC Okanagan, 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.
- d) Notwithstanding the procedures set out in Article 5 of the Agreement on Conditions of Appointment for Faculty, the President may make an initial appointment of Associate Professor with tenure or Professor with tenure where (1) the Departmental Committee, including the Head, a representative of the Faculty Committee and a representative of the Senior Appointments Committee, and (2) the Dean have recommended in favour of the appointment.
- e) Given that the University strives to foster excellence in teaching, scholarly activity and service, the mandate of all involved in a reappointment, tenure and/or promotion review is to make recommendations which ultimately advise the President on individual cases, in accordance with:
 - i. the provisions of this agreement;
 - ii. concepts of procedural fairness in the university context;
 - iii. consideration of appropriate standards of excellence across and within faculties and discipline.

In addition to considering the merits of the candidate's teaching, scholarly activity and service, the President will also consider all relevant contextual factors.

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 consideration for reappointment, tenure or promotion results in a positive recommendation by the President, the reappointment, tenure or promotion shall take effect on July 1st following the calendar year in which the review was initiated.
- c) 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.

7.03 12-Month Lecturers (rolled into agreement – previously Letter of Understanding #4)

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 provisions of the Agreement on Conditions of Appointment for Sessional 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

Article 9. Periodic Review for Promotion

- 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, unless the candidate requests in writing that the University refrain from conducting that review.
- 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, unless the candidate requests in writing that the University refrain from conducting that review.
- c) ~~When a review is due under paragraph (a) or (b), the 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.~~ A 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.
- 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.~~ A non-periodic review may be conducted in any year with the consent of the Head and the candidate. Where such a review does not result in a promotion, the review will be deemed to be a periodic review for the purpose of determining the timing of the next periodic review.
- 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. If a review is conducted, a review will not be conducted in the following year.~~
- f) A review that proceeds past the stage of the Head requesting external letters of reference will be deemed to be a periodic review for the purpose of determining the timing of the next review.

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.

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