

24 January 2020

Dear Members,

On Friday, January 17, 2020, the bargaining teams for UBC and the Faculty Association reached an agreement for a new Collective Agreement for the period July 1, 2019 to June 30, 2022. Both the Faculty Association and the University worked hard over the past year 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 (and the Board of Governors). The Faculty Association's negotiating committee along with the Executive believes that this agreement contains many positive outcomes for our members. The Bargaining Team and the Executive therefore have unanimously recommended that the membership ratify this agreement.

Highlights of the new agreement:

1. **General Wage Increase:** Salaries will increase by 2% per year for 2019, 2020, and 2021. Retroactive salary increases will be processed upon ratification of the agreement.
2. **Professional Development Reimbursement Funds:** As of July 1, 2020, Professional Development reimbursement will be increased from \$1100 to \$1700 per year. Non-Continuing Sessional Lecturers will have their PD funds increased from \$25/credit to \$100/credit (up to \$1700 max). We have also improved the banking provisions for Non-Continuing Sessional Lecturers from 2 years to 5 so that they have the same banking and borrowing rights as their other colleagues.
3. **Lecturers:** Lecturers will now be eligible for a 4-month professional-development leave at 80% of salary after 6 years' service. Lecturers will also now be able to have up to 5-year appointments. Lecturers also have increased Career-Progress Increments (annual salary increases).
4. **Sessional Lecturers:** Sessional Lecturers' Minimum Scales: All sessional-lecturer minimum scales are now the Step 8 rate for that Faculty, effective July 1, 2019. This will involve a significant rate-increase for those currently below Step 8.
5. **Librarians:** Librarians' work – in terms of professional responsibilities, contributions to scholarship, and service – is now much more clearly defined. Librarians and Archivists now have their own language on workload allocation. Heads in the Library now have clearer authority over their units and a clearer role in the confirmation process.
6. **Health Spending Account:** Any member currently eligible for extended-health benefits will receive an additional \$200/year Health Spending Account to reimburse health benefit costs not covered by the extended health and dental benefits plan. This provision is effective January 1, 2021.

7. **Equity:** The Collective Agreement now explicitly acknowledges the extra service burden often shouldered by faculty from historically marginalized groups. The Merit/PSA allocation process now explicitly requires representation from “diverse ranks and perspectives” within the unit. UBC has also agreed to a joint committee to work on defining scholarly activity in diverse forms.
8. **Workload:** Workload language now explicitly acknowledges the importance of having time to do all the parts of one’s job, including educational leadership. Workload language also now directs departments to consider the various factors affecting teaching workload, including class-size, marking support, etc.
9. **Educational Leadership:** In addition to the new workload language, UBC has also agreed to change the titles of EL faculty to “Assistant Professor of Teaching” (from Instructor) and to “Associate Professor of Teaching” (from Senior Instructor) as of July 1, 2020.

A complete description of the language 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 Committee, we hope you will find these changes as exciting as we do, and we hope that you will vote to accept the new Collective Agreement. We would also like to thank the negotiating team for their dedicated time and effort.

Best,



Bronwen Sprout  
President



Elizabeth Hodgson  
Chair, Bargaining Team

**UBCFA Ratification Package**  
**Agreed items for the 2019-2022 Collective Agreement**

**Part 1: Framework for Collective Bargaining**

1. Amend Article 13.01 (Preamble) & 13.03 (Unit Workload)
2. Amend Article 25. (Duration of the Agreement)
3. Amend Letter of Understanding #2 (Retirement Options)

**Part 2: Salaries and Economic Benefits**

4. Amend Article 1.01 under Article 1 (Interpretation)
5. Amend Article 2.01 (General Salary Increase)
6. Amend Article 2.04 (Merit Awards)
7. Amend Article 2.05 (Performance Salary Adjustment (PSA))
8. Amend Article 2.06 (Award of Merit & PSA for Heads)
9. Amend Article 3. (Minimum Salaries for Librarians)
10. Amend Article 4. Minimum Salary Scale for Sessional Lecturers)
11. Amend Article 5. (Minimum Salary for Lecturers)
12. Add New Article 7.04 (Health Spending Account (HSA))
13. Amend Article 7.09 (Professional Development Reimbursement Fund)
14. Amend Appendix A to adjust CPI entitlements for Lecturers
15. New Letter of Understanding - Music Instruction
16. New Letter of Understanding re: Joint Appointments (Merit & PSA)
17. New Letter of Understanding Vantage (Merit & PSA)
18. Memorandum of Agreement re: Point Grey Commerce Faculty Association Subsidiary Agreement (Sauder School of Business)

**Part 3: Leaves**

19. Add New Article 2.14 (Sick Leaves & Study Leaves)
20. Add New Article 3 (Professional Development Leave for Lecturers)
21. Amend Article 6. (Maternity, Parental, and Adoption Leave)

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

22. Amend Article 1.01 (Interpretation – includes EL Titles, with subsequent changes to the rest of the CA)
23. Amend Article 2.02 (Salaried Term Appointments Without Review)
24. Add New Article 2.03 (Renewable Term Appointments – Lecturers)
25. Amend Article 3.01 under Article 3 (Titles and Ranks)
26. Add New Article 3.02 (Lecturer)
27. Amend Article 4.05 (Service to the University and Community)
28. Amend Article 5.01 - re Joint Appointments (General Provisions)
29. Amend Article 5.02 (Meeting with the Head)
30. Amend Article 5.03 (Candidate's File for Reappointment, Promotion or Tenure)
31. Amend Article 10.03 (Temporary Leave)
32. New Letters of Understanding – Vantage (ARPT Processes)
33. New Letters of Understanding – (Joint Consultation Committee - Diverse Scholarship)
34. Roll over Letter of Understanding #1 (Voting eligibility charts)

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

35. Amend Article 1.02 (c) (Heads) under Article 1 (Interpretation)
36. Amend Article 2.02 (Term Appointments)
37. Amend Article 3. (Criteria for Appointments)
38. Amend Article 6. (Confirmed Appointments (Other Than Initial Confirmed Appointments))
39. Add New Article 7 (Workload)

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

40. Amend Articles 1.05 & 1.06 under Article 1 (Interpretation)
41. Amend Articles 2.02 & 2.03 under Article 2 (Appointment Process)
42. Amend Articles 3.01 under Article 3 (Reappointment)
43. Amend Article 4 (Assessment of Length of Service)
44. Amend Article 5 (Continuing Appointment)
45. Amend Article 6 (Assignments)
46. Amend Article 12 (Eligibility for Other Appointments)
47. Amend Article 13 (Leave of Absence Without Pay or Benefits)
48. Amend Article 16 (Vacation and Benefits)
49. Amend Appendix A (Letter of Understanding: Calculation of Length of Service)

## **Housekeeping**

50. 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 13. Notification of Workload

#### 13.01 Preamble

- a) The academic workload of a faculty member is a combination of self-directed and assigned tasks undertaken in fulfilment of his/her their academic responsibilities in the areas of teaching, scholarly activity, educational leadership and service to the University and the community as appropriate to the member's stream or rank. In the assignment of workload, consideration shall be given to the balance of these areas to afford the member adequate opportunity to perform their responsibilities.

#### 13.03 Unit Workload

- 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.
- f) When the Head assigns service, they shall offer the opportunity for the member to provide their views and relevant information on the service assignment.

### Article 25. Duration of this Agreement

25.01 The Collective Agreement shall be in force from July 1, ~~2016~~ 2019 until June 30, ~~2019~~ 2022 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.

### Letter of Understanding #2 – Retirement Options

#### 1. Processes to Support Retirement

##### 1.02 The University will supplement current retirement counselling with:

- a) Retirement workshops for members who are at least 55 ~~60~~ years old, and their spouses; and
- b) Individual counselling with a University-approved financial consultant, up to a maximum of \$750.

...

2.01 In addition to continuing to work full-time, requesting a reduced appointment in accordance with Part 8: *Reduced Appointments* or giving notice of retirement in accordance with the provisions of Article 19.04 of Part 1: *Framework for Collective Bargaining*, tenured or confirmed faculty, librarians, program directors and full-time lecturers who have reached the age of 55 ~~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.

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##### 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~~ two years in total (i.e. the notice period, plus the reduced scope appointment).

- b) A reduced-scope appointment provides for a full-time appointment with a reduced scope of duties (to either a part-time appointment, or remaining as a full-time appointment) where the member can request ~~in~~ a reduction in his/her their 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. If a request is denied, the member will be provided reasons in writing and notice of the denied request will be provided to the Faculty Association.
- d) The member must give advance notice of his/her their 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~~ one 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 2: Salaries and Economic Benefits

### Article 1. Interpretation

1.01 For the purposes of Part 2: *Salaries and Economic Benefits*,

- a) “Continuing member of the bargaining unit” means a person who was a member of the bargaining unit on (1) June 30, ~~2016~~ 2019 and who continues to be a member of the bargaining unit (after July 1, ~~2016~~ 2019), (2) June 30, ~~2017~~ 2020 and who continues to be a member of the bargaining unit (after July 1, ~~2017~~ 2020), (3) June 30, ~~2018~~ 2021 and who continues to be a member of the bargaining unit (after July 1, ~~2018~~ 2021), but does not include any Sessional Lecturer;
- b) “Sessional Lecturer” means a person who was appointed as a Sessional Lecturer during the period (1) July 1, ~~2014~~ 2018 to June 30, ~~2015~~ 2019 and who is re-appointed as a Sessional Lecturer during the period July 1, ~~2015~~ 2019 to June 30, ~~2016~~, 2020; (2) July 1, 2019 to June 30, 2020 and who is re-appointed as a Sessional Lecturer during the period July 1, 2020 to June 30, 2021; (3) July 1, 2020 to June 30, 2021 and who is re-appointed as a Sessional Lecturer during the period July 1, 2021 to June 30, 2022.
- c) “Part-time appointee” means a member of the bargaining unit who held a part-time appointment in the period (1) July 1, ~~2014~~ 2018 to June 30, ~~2015~~ 2019 and whose appointment continues or who is re-appointed in the period July 1, ~~2015~~ 2019 to June 30, ~~2016~~, 2020; (2) July 1, 2019 to June 30, 2020 and whose appointment continues or who is re-appointed in the period July 1, 2020 to June 30, 2021; (3) July 1, 2020 to June 30, 2021 and whose appointment continues or who is re-appointed in the period July 1, 2021 to June 30, 2022.
- d) “~~2013/2014~~ 2018/2019 salary” means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to his/her salary taking effect as of July 1, ~~2014~~ 2018 or in the case of new members, the salary at which they were appointed during July 1, ~~2013~~- 2018 to June 30,~~2014~~ 2019;

- e) “2014/2015 2019/2020 salary” means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to his/her salary taking effect as of July 1, 2015 2019 or in the case of new members, the salary at which they were appointed during July 1, 2014 2019 to June 30, 2015 2020.
- f) “2020/2021 salary” means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to his/her salary taking effect as of July 1, 2020 or in the case of new members, the salary at which they were appointed during July 1, 2020 to June 30, 2021.

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

### 2.01—General Salary Increase

A General Salary Increase of 1.50 % of the

- a) 2015/2016 salaries of continuing members of the bargaining unit, effective on July 1, 2016;
- b) 2016/2017 salaries of continuing members of the bargaining unit, effective on July 1, 2017;
- c) 2017/2018 salaries of continuing members of the bargaining unit, effective on July 1, 2018;  
and
- d) Salaries identified above will be increased by a further 0.5%, for a total of 2%, as a result of mutually beneficial efficiency gains agreed to during collective bargaining.

### 2.01 General Salary Increase

A General Salary Increase of 2% of the

- a) 2018/2019 salaries of continuing members of the bargaining unit, effective on July 1, 2019;
- b) 2019/2020 salaries of continuing members of the bargaining unit, effective on July 1, 2020;
- c) 2020/2021 salaries of continuing members of the bargaining unit, effective on July 1, 2021.

## Article 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 July 1 of each year be allocated in accordance with the following provisions:

- a) Merit awards shall be comprised of ~~1, 1 1/2, 2, 2 1/2,~~ 0.5, 1, 1.5, 2, 2.5 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-Lecturer~~) 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.

The Head shall consult with a reasonable number of colleagues reflecting diverse perspectives and ranks ~~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 they ~~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 reflecting diverse perspectives and ranks ~~representative of each of the ranks~~ in the unit.
- g) If the Dean's award of merit is not in accord with the recommendations of the Head, the Dean shall inform the Head in writing of this fact and the reasons for it.

#### 2.05 Performance Salary Adjustments (PSA)

Heads shall take advice on individual's performance from a reasonable number of colleagues reflecting diverse perspectives and ranks ~~representative of each of the ranks~~ in the unit before deciding whether or not to recommend PSA. 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.

- a) Prior to finalizing the unit's policy on allocation of PSA, the Head shall consult with a reasonable number of colleagues reflecting diverse perspectives and ranks ~~representative of each of the ranks~~
- b) If the Dean's award of PSA is not in accord with the recommendations of the Head, the Dean shall inform the Head in writing of this fact and the reasons for it.

#### 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 reflecting diverse perspectives and ranks within the unit.

Article 3. Minimum Salaries for Librarians\*

Years of experience	Effective as of July 1, 2019	Effective as of July 1, 2020	Effective as of July 1, 2021
0	\$65,375	\$66,682	\$68,016
1	\$67,983	\$69,343	\$70,730
2	\$70,588	\$72,000	\$73,440
3	\$72,544	\$73,995	\$75,475
4	\$74,499	\$75,989	\$77,509
5	\$76,455	\$77,984	\$79,544
6	\$78,408	\$79,977	\$81,576
7	\$80,364	\$81,971	\$83,610
8	\$82,319	\$83,965	\$85,645
9	\$83,623	\$85,295	\$87,001
10	\$84,927	\$86,626	\$88,358
11	\$86,230	\$87,954	\$89,713
12	\$87,532	\$89,283	\$91,069
13	\$88,835	\$90,612	\$92,424
14	\$90,139	\$91,942	\$93,781
15	\$90,793	\$92,609	\$94,461
16	\$91,443	\$93,272	\$95,137
17	\$92,096	\$93,938	\$95,816
18	\$92,746	\$94,600	\$96,492
19	\$93,399	\$95,267	\$97,173
20	\$94,050	\$95,931	\$97,850

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

Article 4. Minimum Salary Scale for Sessional Lecturers

Minimum Salary Scale for Sessional Lecturers, Per Credit<sup>1</sup>

Effective July 1, 2019				Education
Credits per term for full-time				
6	9	12	15	
\$3,828.06	\$2,551.02	\$1,913.52	\$1,532.04	\$2,061.49

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

**Effective July 1, 2020**

Credits per term for full-time				Education
6	9	12	15	
\$3,904.62	\$2,602.04	\$1,951.79	\$1,562.68	\$2,102.72

**Effective July 1, 2021**

Credits per term for full-time				Education
6	9	12	15	
\$3,982.71	\$2,654.08	\$1,990.83	\$1,593.93	\$2,114.78

Article 5. Minimum Salaries for Lecturers

Effective July 1, 2019 the minimum salary for full-time Lecturers shall be \$64, 872.

**APPENDIX A**

**Career Progress Increments Entitlements**

Adjusted Years in Rank	Assistant Professor	Associate Professor	Professor	Lecturer	Acting Assistant Professor or Instructor	Senior Instructor	Professor of Teaching
Year of Promotion		1.5	1			1.5	1
1	2	1.5	1	<u>2</u>	2	1.5	1
2	1.5	1.5	1	1.5	1.5	1.5	1
3	1.5	1.5	1	1.5	1.5	1.5	1
4	1.5	1.5	1	1.5	1.5	1.5	1
5	1.5	1.5	1	1.5		1.5	1
6	1	1	1	1.5		1.5	1
7	1	1	1	<u>1.5</u>		1	1
8	0.5	0.5	1	<u>1.5</u>		1	1
9			1	<u>1.5</u>		1	1
10			1	<u>1.5</u>		1	1
11			1	<u>1.5</u>		0.5	1
12			1	<u>1</u>		0.5	1
13			1	<u>1</u>			1
14			1	<u>1</u>			1
15			1	<u>1</u>			1
16			Discretionary <u>(16+)</u>	<u>0.5</u>			
17				<u>0.5</u>			Discretionary <u>(16+)</u>

## Article 7. Economic Benefits

### 7.04 Health Spending Account (HSA)

Effective January 1, 2021, and on each subsequent January 1, the University shall contribute two hundred dollars (\$200) for each member into a Health Spending Account. Any 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, with a maximum one-year accrual.

### 7.09 Professional Development Reimbursement

The University recognizes that the ongoing professional development of Faculty Association members is of mutual benefit to individual members and the University as it results in enhanced learning for students and research innovations and productivity. Accordingly, the University will reimburse professional development expenses that enhance the performance, ability, or effectiveness of a Member's work at the University as follows:

- a) Effective July 1, 2019, Faculty Association Members, excluding Sessional Lecturers without continuing status, are entitled to \$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) Effective July 1, 2020, Faculty Association Members, excluding Sessional Lecturers without continuing status, are entitled to \$1,700 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 (5) year accrual.
- c) Effective July 1, 2019, Sessional Lecturers without continuing status are entitled to a professional development reimbursement fund of ~~\$25-\$100~~ per credit per year up to a maximum equivalent to the amounts for Faculty Association Members set out above. 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 (5) ~~two~~-year accrual.
- e) Monies unspent in a Member's professional development fund (excluding Continuing and Non-continuing Sessional Lecturers) shall be allocated to the Career Progress Increments 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, with a cap on the fund of \$200,000, to be used by Sessional Faculty.

### New Letter of Understanding - Music Instruction

In recognition that Sessional Lecturers teaching studio classes or private lessons in Music are not appointed or paid on the same basis as other Sessional Lecturers, the parties agree that, for the duration of the Collective Agreement, the following shall apply:

1. The principal duties of a Sessional Lecturer assigned private music lessons or studio classes (or equivalent) shall be set out in writing. Pay shall be calculated on an hourly basis.

2. Effective July 1, 2019 the minimum hourly rate shall be \$85/hour for individual instruction and \$92/hour for a studio class or equivalent. Effective July 1, 2020 the minimum hourly rate shall be \$88/hour for individual instruction and \$95.50/hour for a studio class or equivalent. Effective July 1, 2021 the minimum hourly rates shall be \$89.76/hour for individual instruction and \$97.41/hour for a studio class or equivalent.
3. For the purpose of defining percentage of full-time and length of service, one hundred and twenty (120) hours of private music instruction shall continue to equal one 3-credit section and one hundred (100) hours of studio class instruction or equivalent shall continue to equal one 3-credit section

#### New Letter of Understanding: Joint Appointments

Merit and PSA for members with Joint Appointments will be allocated by the Dean of the member's home Faculty, on the recommendation of the Head of the member's home unit. In making the recommendation, the Head of the member's home unit shall consult with the Head of the member's other unit(s) as appropriate. The Dean of the member's home Faculty may also consult with the Dean of the member's other Faculty in the case of cross-Faculty appointments.

#### New Letter of Understanding – Vantage (Merit & PSA)

For the duration of the Collective Agreement, UBC and the UBCFA agree that the Academic Director of Vantage College (“Academic Director”) will have the opportunity to provide input for consideration in Merit and PSA assessments, in the form of a report, to the Heads and Deans of the faculty members’ home Department for faculty members who perform duties in Vantage College (“the College”).

To that end, in a manner consistent with the intent of Articles 2.04 and 2.05 of *Part 2: Salaries and Economic Benefits*:

1. All faculty members who perform duties in the College will submit a summary of their activities to the Academic Director and may include a description of the nature, relevance, and significance of the activities;
2. the Academic Director will form a committee of colleagues who perform duties in the College and are representative of each of the ranks in the College, insofar as possible and will consult with the committee before developing her/his input on Merit and PSA;
3. the Academic Director will prepare a report that is provided to the Head and Dean of each faculty member;
4. this report will be considered by the Department and Faculty in making their Merit and PSA recommendations and decisions;
5. the Dean of the faculty member’s home Department will communicate the results of their Merit and PSA recommendations and decisions related to faculty members who perform duties in Vantage College back to the Academic Director.

## 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, 2019 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 9<sup>th</sup> day of April, 2019

For the University of British Columbia: Allison Matacheskie

For the UBC Point Grey Commerce Faculty Association: Nancy Langton

## **Part 3: Leaves of Absence**

### Article 2. Study Leave

New Article 2.14 If a member becomes ill or injured while on study leave such that the study leave cannot be completed, the member may elect to apply for short-term sick leave at full salary.

If more than half of the leave remains, the remaining part of the study leave shall be deferred.

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.

### New Article 3. Professional Development Leave for Lecturers

In order to maintain excellence of instruction and educational service at the University, it is recognized that there is a need for Lecturers to have the opportunity to participate in and pursue activities related to professional development.

3.01 Professional development leave permits a Lecturer to pursue educational projects or activities that will enhance their teaching-related development at the University. Effective July 1, 2020, Lecturers are eligible to apply for professional development leave under the following conditions:

a) Before being granted a professional development leave a Lecturer shall have completed at this University, since initial Lecturer appointment or previous professional development leave, six (6) or more years of consecutive service as a Lecturer. Where a member takes sick, maternity and/or parental leave, up to six (6) months of each leave will be considered service for the purpose of professional development leave eligibility. 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.

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

3.02 Professional development leave may be granted for four months, either from January 1 to April 30 or from September 1 to December 31, with 80% salary for the period of the leave.

3.03 The University shall pay its full contribution to pension and other fringe benefits of the individual on professional development leave provided that the individual continues to pay their own contributions.

3.04 An individual going on professional development leave shall report to the Head, Director or Dean the nature and amount of fellowships, allowances, and other outside support to be received by the individual in order to supplement the remuneration to be received from the University. If the individual's total remuneration from the University and from the support indicated above (excluding allowances to cover study and travel expenses) exceeds 100% of normal full salary, then the University may reduce its contribution until the total remuneration received is 100% of normal full salary.

3.05 A Lecturer applying for professional development leave shall give an undertaking to return to the University for a period of one year upon the expiration of the leave. In the event that the applicant's appointment does not extend one year past the expiration of the leave, the applicant shall give an undertaking to accept an appointment renewal, should the University offer one.

3.06 An application for professional development leave shall be submitted on the Professional Development Leave Application Form. It shall be presented to the Head, Director, or Dean sufficiently in advance of the time the leave is to be taken that it can be adequately evaluated by the Department and the Faculty. It shall be accompanied by a statement giving the details of the proposed plan for the leave. All proposals should advance the expertise of the Lecturer and enhance their contribution to the

University by enabling them to develop unique knowledge and skills that will be brought to the classroom. Such programs may include:

- (i) Studies of educational systems and teaching methods in other institutions.
- (ii) Courses relevant to the professional growth of the Lecturer in their particular area of teaching and/or to the University's curriculum.

3.07 On returning from professional development leave, the Lecturer shall report in writing to the Head, Director, or Dean on activities and progress during the professional development leave. In appropriate cases an alternative form of reporting may be agreed upon by the individual and the Head, Director, or Dean.

3.08 Cancellation of a professional development leave once granted shall not normally be permitted after three weeks from the date the individual is notified by the University that the leave has been approved.

#### Article 6. Maternity, ~~and~~ Parental, and Adoption Leave

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

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

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

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

6.05 Members may request pre-adoption leave by providing supporting documentation to the Head or Director. Upon approval, members are eligible for pre-adoption leave with pay for up to twenty (20) days for each adoption process, except where more than one child is adopted at the same time. This leave may be taken intermittently and for the purpose of:

- (1) Pre-requisite adoption courses;
- (2) Adoption suitability evaluations including pre-placement visits with prospective adoptive child(ren);
- (3) Completion of legal process in child's or children's country, including travel, for an international adoption while employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren). Should both adopting parents work at the University, the 20 days may be shared between both parents. If eligible

the adopting parents shall receive the benefits of the applicable provisions of the Employment Insurance Act.

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

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

## **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 one, two or three years (the first year of an initial appointment shall be probationary), with responsibilities limited to teaching and related duties which may include administrative responsibilities normally undertaken by faculty members and service as defined by Article 4.05 in Part 4, *Conditions of Appointment for Faculty*.~~

“Faculty Member” means all persons appointed by the Board of Governors of the University of British Columbia on a full or part time basis as ~~Instructor~~ Assistant Professor of Teaching, Senior Instructor, Associate Professor of Teaching, Professor of Teaching, Lecturer, Acting Assistant Professor, Assistant Professor, Associate Professor, Professor or equivalent position. ***EL Titles will change as above effective July 1, 2020.***

### **Article 2. Types of Appointments**

**2.02** Salaried Term Appointments without Review

a) Salaried term Appointments without review are full-time or part-time appointments at the rank of Professor, Associate Professor, Assistant Professor, Professor of Teaching, Instructor, or Senior Instructor, for a specified limited term. ~~With the exception of Lecturers, there~~ 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,~~ Salaried 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 appointments of all Lecturers.~~

e) ~~Lecturer appointments may not be renewed or may be revoked during the term for 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.~~

### 2.03 Renewable Term Appointments - Lecturers

- a) A Lecturer is a faculty member holding a renewable term appointment, with responsibilities limited to teaching and related duties which may include administrative responsibilities and service as defined by Article 4.05 in Part 4, Conditions of Appointment for Faculty.
- b) Lecturer appointments are expected to be renewed for successive terms of one, two, three, four or five years each upon demonstration of excellence in teaching as defined in Article 4.02 in part 4: Conditions of Appointment for Faculty.
- c) The first year of a Lecturer's initial appointment shall be probationary.
- d) The Head shall consult with eligible members of the department and Lecturers in order to ascertain their views and obtain their recommendation concerning the appointments of all Lecturers.
- e) Lecturers shall participate fully in affairs and activities of the department except where prohibited by this agreement or University policy.
- f) Lecturers will have priority of course assignment over Sessional faculty.
- g) 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 service duties.
- h) Lecturer appointments are full-time. 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.
- i) Lecturer appointments may not be renewed or may be revoked during the term for reasons such as lack of funding, falling enrolment, or other operational reasons.

### Article 3. Titles and Ranks

3.01 Every faculty member ~~is either a Lecturer or~~ holds one of the following ranks: Lecturer, Instructor, Assistant Professor of Teaching, Senior Instructor, Associate Professor of Teaching, Professor of Teaching, Acting Assistant Professor, Assistant Professor, Associate Professor, or Professor.

#### 3.02 Lecturer

Appointment to this rank normally requires completion of relevant academic or professional qualifications, evidence of ability to teach, and promise to achieve excellence in teaching.

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

#### Article 4.05 Service to the University and Community

Service is a combination of assigned and self-directed tasks. This includes service performed for the benefit of Departments, Faculties, Continuing Studies, or other parts of the University (including the Faculty Association), and for professional organizations and the community at large. Such service might include administrative or supervisory work, service on committees and university bodies, all continuing education activity in the community including professional education, special work with professional, technical, scholarly or other organizations or with scholarly publications not falling within the definition of scholarly activity, membership on or service to governmental or public councils and boards, mentoring activities including for members of Indigenous, racialized, or other historically marginalized groups, and other forms of academic, professional, and public service.

Service also includes professional, academic, and public service work done to advance the inclusion of all those who have been historically excluded based on gender, race, religion, sexuality, age, disability, or economic circumstance.

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

### 5.01 General Provisions

...

- c) Where there is a joint appointment, a designated home unit, designated home Faculty, and procedures and criteria for tenure and promotion evaluation will be clearly laid out at the time of appointment. These procedures and criteria can include flexible procedures such as forming joint committees for the departmental and/or Dean's Advisory Committee review, representatives attending other units' meetings, and the submission of joint recommendations.
- d) Standard norms for joint appointment procedures will be established. If a particular appointment requires procedures outside of the norm the parties will consult to ensure that the suggested procedure meets the principle that all collaborating units have reasonable opportunity to influence the appointment, promotion or tenure decision. This includes the opportunity to participate in the development of the candidate's dossier, gathering information on teaching performance, and on the selection of external referees.

### 5.02 Meetings with the Head

- d) When the candidate has a joint appointment, the annual meetings can be held jointly or separately.
- e) At the conclusion of each annual meeting the matters discussed must be recorded in 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. In the case of separate annual meetings, the memorandum will be shared with both Heads.

### 5.03 Candidate's File for Reappointment, Promotion or Tenure

- a) Initial file

It is the responsibility of the candidate to provide the file that is to be reviewed no later than ~~September 15~~ July 1, unless otherwise agreed by the Head.

## Article 10. Disciplinary Measures

### 10.03 Temporary Suspension-Paid Leave

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

### New Letter of Understanding Vantage – Search Committees

For the duration of the Collective Agreement, UBC and the UBCFA agree that for the purpose of new appointments of faculty members who are anticipated to perform duties in Vantage College in their pre-tenure appointment, or the appointments of Lecturers who are anticipated to perform duties in Vantage College, the Academic Director of Vantage College (or delegate) will participate in any search committee processes for these appointments.

### New Letter of Understanding Vantage – Departmental Standing Committees

For the duration of the Collective Agreement, UBC and the UBCFA agree that for the purpose of new appointments of faculty members who are anticipated to perform duties in Vantage College in their pre-tenure appointment or for reappointment, promotion or tenure reviews of faculty members who have performed duties within Vantage College in the period subject to review, the Academic Director of Vantage College:

1. Will be invited to participate in departmental standing committee meetings convened for the purpose pursuant to Article 5.04 and 5.06 in *Part 4: Conditions of Appointment for Faculty*; and
2. May be invited by the Head, with the agreement of the majority of the members of the standing committee, to vote as part of the departmental deliberations as set out in Article 5.06.

### New Letter of Understanding: Joint Consultation Committee – Diverse Scholarship

The University of British Columbia (UBC) and the Faculty Association of the University of British Columbia (UBCFA) agree to form a Joint Consultation Committee comprised of an equal number of representatives of each party totaling not more than eight (8) persons.

The mandate of the Committee will be to provide recommendations to the parties for language changes to the collective agreement to provide guidance for assessing Indigenous scholarship and other diverse forms of scholarly activity for the merit, appointment, promotion, and tenure processes.

The Committee will begin its work by September 2020 and will report to the University and the Association with detailed recommendations by no later than September 2021.

**Re: Faculty Members Eligible to Vote on Reappointment, Tenure and Promotion**

For the duration of this Collective Agreement, Article 5.04(b)(ii) and (iii) do not apply and faculty members eligible to be consulted are set to the charts below:

(A) Eligible members for votes regarding reappointment

<b>Rank/Decision being considered</b>	<b>“eligible member”</b>
Reappointment of <del>Instructor</del> <u>Assistant Professor of Teaching</u>	Associate Professor; Professor; <del>Senior Instructor</del> <u>Associate Professor of Teaching</u> ; Professor of Teaching
Reappointment of tenure track <del>Senior Instructor</del> <u>Associate Professor of Teaching</u>	Associate Professor; Professor; Professor of Teaching
Reappointment of tenure track Professor of Teaching	Professor; Professor of Teaching
Reappointment of tenure track Assistant Professor	Associate Professor; Professor; <del>Senior Instructor</del> <u>Associate Professor of Teaching</u> ; Professor of Teaching
Reappointment of tenure track Associate Professor	Professor; Professor of Teaching
Reappointment of tenure track Professor	Professor; Professor of Teaching

(B) Eligible members for votes regarding tenure and promotion

<b>Rank/Decision being considered</b>	<b>“eligible member”</b>
Tenure and Promotion to <del>Senior Instructor (from Instructor)</del> <u>Associate Professor of Teaching from Assistant Professor of Teaching</u>	Tenured Associate Professor; Tenured Professor; Tenured <del>Senior Instructor</del> <u>Associate Professor of Teaching</u> ; Tenured Professor of Teaching
Promotion to Professor of Teaching (from <del>Senior Instructor</del> Associate Professor of Teaching)	Professor; Professor of Teaching
Tenure – at rank of Assistant Professor	Tenured Assistant Professor; Tenured Associate Professor; Tenured Professor; Tenured Professor of Teaching
Tenure – at rank of <del>Senior Instructor</del> <u>Associate Professor of Teaching</u>	Tenured Associate Professor; Tenured Professor; Tenured <del>Senior Instructor</del> <u>Associate Professor of Teaching</u> ; Tenured Professor of Teaching
Tenure – at rank of Associate Professor	Tenured Associate Professor; Tenured Professor; Tenured Professor of Teaching
Tenure - at rank of Professor and Professor of Teaching	Tenured Professor; Tenured Professor of Teaching
Tenure and Promotion to Associate Professor (from Assistant Professor)	Tenured Associate Professor; Tenured Professor; Tenured Professor of Teaching
Promotion to Full Professor (from Associate Professor)	Professor; Professor of Teaching

## Part 5: Conditions of Appointment for Librarians

### Article 1. Interpretation

#### 1.02 Heads

- c) Heads provide some of the intellectual and administrative leadership for the unit, and are accountable for the operation of the unit. ~~and In addition, they represent the views of their units to the AULs, the UL and the University at large.~~

### Article 2. Types of Appointment

#### 2.02 Term Appointments

Term appointments are of the following two kinds:

##### a) Term Appointments Without Review

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

##### b) ~~Probationary~~ Confirmation-Track Appointments

- i) ~~Probationary~~ Confirmation-track appointments are full-time appointments that, although being for a specified term, carry the implication that the appointee will be considered for further appointment in accordance with the procedures and criteria described below. A ~~probationary~~ confirmation-track appointment is normally for a three-year term.
- ii) Any librarian holding a ~~probationary~~ confirmation-track appointment is eligible for consideration for a confirmed appointment. By the end of an appointee's third year of continuous service in a ~~probationary~~ confirmation-track appointment, a recommendation shall be made to the President by the University Librarian to grant or deny a confirmed appointment. An early recommendation to grant a confirmed appointment may be made if the appointee has had academic, professional, or other comparable experience before being appointed by the University.
- iii) A decision not to grant a confirmed appointment will normally be followed by a one-year terminal appointment.
- iv) No librarian will acquire a confirmed appointment by reason only of holding a ~~probationary~~ confirmation-track appointment that extends beyond the third year of continuous service.

#### 2.03 Confirmed appointments

Confirmed appointments are full-time appointments except when the University and a librarian have agreed to change such an appointment from full-time to part-time. They cannot be terminated ~~before normal retirement age~~ except in accordance with Article 9 below, or for financial exigency or redundancy. Termination for financial exigency or redundancy shall be in accordance with any applicable criteria and procedures established under Article 12 of Part 4: *Conditions of Appointment for Faculty*. Until such criteria and procedures are established Part 9: *Termination or Non-Renewal of Faculty Appointments for Financial Exigency* as amended shall apply to librarians.

### Article 3. Criteria for Appointments

- 3.01 Positions in the Library shall be designated as either librarian or archivist. An initial appointment as a librarian requires a masters-level degree from an accredited school program of library, archival or information science, or equivalent internationally accredited program degree. An initial appointment as an archivist requires a masters-level degree with a specialization or concentration in archival science. Appointment to these positions may also require appropriate experience and knowledge of a particular subject.
- 3.02 Candidates for confirmed appointment are judged principally on:
- a) ~~c)~~ performance in their ~~core~~ assigned responsibilities as defined in Article 3.05; and
  - b) ~~d)~~ contributions to the University, to the profession, to scholarship (including the attainment of advanced degrees in librarianship or other pertinent disciplines), and to the community, as defined in ~~Articles 4.03 and 4.05 of Part 4: Conditions of Appointment for Faculty~~ 3.06 and 3.07. However, such contributions cannot compensate for deficiencies in performance of their ~~core~~ assigned responsibilities.
- 3.03 Confirmed appointments are granted on the basis of a high standard of performance in meeting the criteria set out in Article 3.02(a), the quality and significance of contributions set out in 3.02(b), and promise of continuing to meet these criteria. The decision to grant such an appointment may take into account the interest of the University in maintaining academic strength and balance, but no librarian holding a confirmation-track appointment shall be denied a confirmed appointment on the ground that the University has established quotas for those holding confirmed appointments.
- 3.04 ~~Judgments of an individual shall be made objectively. Confirmed appointments are granted to individuals who have maintained a high standard of performance in meeting the criteria set out of Article 3.02 (a) and (b) above and show promise of continuing to do so. The decision to grant such an appointment may take into account the interest of the University in maintaining academic strength and balance, but no librarian holding a probationary appointment shall be denied a confirmed appointment on the ground the University has established quotas for those holding confirmed appointments.~~
- 3.05 Assigned Responsibilities
- Assigned professional responsibilities are set out in the Librarian's position description and also include responsibilities assigned by the Head throughout the year in consultation with the Librarian. Assigned responsibilities include but are not limited to activities related to the development of professional knowledge, collection development including access and preservation, records management, curating special collections and archival material, administration and supervision, community engagement, reference and research assistance, contributing expertise and partnering in research and publishing activities, developing and maintaining information systems and technology, teaching and curriculum development, and assessment of activities and services.
- 3.06 Contributions to Scholarship
- Contributions to scholarship include academic, professional, and pedagogical contributions or activities such as publication; editorial reviews and adjudication work; developing subject expertise; contributions to conferences, programs, symposia, workshops and other educational events related to the profession; and research projects.
- 3.07 Service Contributions

Service to the Library, the University, the profession, and the Community includes service performed for the benefit of the unit, the Library as a whole, Faculties, or other parts of the University (including the Faculty Association), and for professional organizations and the community at large. Such service might include service on committees and university bodies, continuing education activity in the community including professional education, special work with professional, technical, scholarly or other organizations, membership on or service to governmental or public councils and boards, and other forms of academic, professional, and public service. Service might also include the organization of conferences, programs, symposia, workshops, and other educational events related to the profession.

## Article 6. Confirmed Appointments (Other Than Initial Confirmed Appointments)

### 6.02 The Standing Review Committee

- a) The Library shall establish a Standing Review Committee to review the candidate's application for confirmation. The committee shall be composed of five (5) Librarians holding confirmed appointments, three (3) of whom shall be elected by Librarians and, in order to ensure representation from across the Library, two (2) shall be appointed by Heads. Committee appointments shall be for two-year staggered terms. Elections shall be held each year, no later than January 31. The candidate's Head shall ~~participate in the work of~~ chair the Committee but shall not vote.
- b) At the end of the second year of a ~~probationary confirmation-track~~ appointment, or no later than six (6) months prior to the expiry of the ~~probationary confirmation-track~~ period, the Head shall notify the Committee and assemble the following documentation for their review, including: the agreed memorandum, or memoranda, prepared pursuant to Article 6.01(d); a performance review of the candidate's first, and if appropriate, second year of appointment; a current curriculum vitae and other relevant information to be supplied by the candidate; letters of appraisal of the candidate's performance from a minimum of four ~~general and administrative librarians referees, who have direct knowledge of the candidate's performance and where appropriate from referees external to the Library.~~
- c) The Head shall solicit letters of appraisal from four referees who have direct knowledge of the candidate and their work, including at least one letter from a UBC librarian or AUL with knowledge of the quality and significance of the candidate's work within the Library. If this letter is from an AUL, then at least one of the other referee letters must be from a UBC librarian.
- d) At least two referees shall be taken from a list of names supplied by the candidate. If additional referees are required at any time, the number selected from the list supplied by the candidate shall never be less than the number otherwise selected. If additional referees are required the candidate shall, if need be, provide additional names so that there shall always be one more referee on the candidate's list than the number of referees to be selected from the list.
- e) Referees shall provide letters of appraisal on the candidate's performance in meeting the criteria set out in Article 3.02(a), the quality and significance of contributions set out in 3.02(b), and their promise of continuing to do so.
- f)-e) When serious concerns arise during the review process to be conducted under paragraph (a) above, the Head shall, before any final decision is reached by the Committee, inform the candidate of that fact and the reasons therefore with sufficient particularity to enable the candidate to have a meaningful opportunity to respond orally or in writing and to introduce further relevant evidence. The Head shall provide the candidate with a summary of the letters of appraisal prepared in such a way as to preserve the anonymity of those who wrote the letters of appraisal.

~~g)~~ The Head shall prepare the recommendation of the Standing Committee, which shall be that of the majority. The report shall contain a full statement of the reasons of the committee including a full statement of the majority and any minority opinions. Before sending the report to the University Librarian the Head shall circulate a draft to the committee and shall invite comments on the draft.

~~h)~~ e) The Head shall assemble and forward to the University Librarian the following documentation:

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

#### 6.05 The University Librarian

a) The University Librarian shall review the recommendations received to ensure that proper procedures have been followed, that all relevant material has been considered, and that the recommendation made is consistent with the evidence presented. The University Librarian may consult such Associate University Librarians as ~~he or she~~ they decides. The University Librarian shall make their his/her recommendation regarding the confirmed appointment in accordance with Article 6.05(b) and (c). If the Associate University Librarians raise any new negative information or serious concerns are introduced during the consultation, the candidate shall be informed in writing and given an opportunity to respond in writing prior to the President making their decision.

### Article 7 Workload

#### 7.01 Preamble

- a) The workload of a Librarian is a combination of assigned and self-directed tasks undertaken in fulfillment of their responsibilities as defined in Articles 3.05, 3.06, and 3.07.
- b) What constitutes normal workload will vary from one unit to another.

#### 7.02 Principles Governing the Assignment of Workload

The University is committed to:

- a) a reasonable and equitable workload for librarians;
- 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 Library units;
- 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 the members of the unit; and
- e) workload allocation that takes into consideration the comprehensive nature of the scope of activities and expectations appropriate to the librarian, including approved participation in activities outside the unit.

#### 7.03 Library Unit Workload

- a) The Head 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 Library, 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 7.02), the unit's general approach to workload, and other factors relevant to the individual member.

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

### Article 1. Interpretation

- 1.05 "Externals" means a person who is appointed by the Board of Governors to teach credit course(s) who is not a member of the faculty bargaining unit, such as Adjuncts, Teaching Postdoctoral Fellows, and Visiting Appointees.
- 1.06 An "Applicant" is a person who applies to teach a credit course and if successful will become a Sessional Lecturer.

### Article 2. Appointment Process

- 2.02 New positions Courses will be posted electronically by in Departments for at least two (2) weeks. A copy of all postings shall be sent to the Faculty Association. Vacancies or changes in existing appointments arising ~~as~~ as the result of unforeseeable events do not have to be posted.
- 2.05 An electronic copy of this Part of the Collective Agreement shall be supplied to the Sessional Lecturer with the appointment letter.

### Article 3. Reappointment

- 3.01 As a general principle, Sessional Lecturers have the right to reappointment.
  - a) Non-continuing Sessional Lecturers have a reappointment right to one course in the subsequent academic year (from July 1 to June 30) if a course they are qualified to teach is offered and they have applied to teach the course ~~in accordance with Part 7: Conditions of Appointment for Sessional Lecturers~~ and subject to Article 10.01. A Sessional Lecturer may be assigned more than one course per academic year; however, they do not acquire any priority claim or right to a course load based on such additional course assignments or based on what was assigned in any previous year. The right to reappointment is unchanged throughout the academic year. It is the right to teach one course per academic year whether the course assignment is in the winter session or the summer session.
  - b) Continuing Sessional Lecturers have a reappointment right which is accompanied by the right to an assignment consistent with their individual course load entitlement as established under article 5.02, so long as they have the necessary qualifications to teach the courses offered and they have submitted an expression of interest in teaching courses in the Department.

### Article 4. Assessment of Length of Service

- 4.01 Length of service to the University shall be recalculated at the end of every appointment. Length of service to the University includes all credit courses taught. Length of service shall be calculated

on the basis set out in the *Letter of Understanding re Calculation of Length of Service* dated January 22, 2004 (Appendix A), defined as the cumulative number of credits taught.

- 4.02 ~~For the purpose of calculating full-time equivalent months of service, each course taught outside of the regular winter session will be given the same weight as it is given when taught during the regular winter session.~~
- 4.03~~2~~ Sessional Lecturers whose duties fall to less than 50% of a full-time Sessional Lecturer due to lack of funding or non-scheduling or cancellation of a course or section offering (as per 10.01(b) or (c)) shall maintain member rights as if holding an appointment at or above 50%, including benefits, for a period of twenty-four (24) months commencing from the date at which the workload fell below 50%.
- 4.04~~3~~ Subject to Article 10.07~~06~~, Sessional Lecturers who are not offered a further appointment will maintain their ~~accumulated length of service to the University~~ cumulative number of credits taught for a period of twenty-four months from the end of their last appointment. The twenty-four (24) month recall period will be extended only by the period of maternity leave or certified illness. During that period the University must post position(s)/course(s) that come available and provide copies to the Faculty Association. Other factors being relatively equal, ~~length of service~~ cumulative number of credits taught shall be the determining factor in assigning the position(s)/ course(s).
- 4.05~~4~~ The University shall provide a Sessional Lecturer with an updated report of their his/her accumulated service to the University at the beginning of each appointment, with a copy to the Faculty Association.
- 4.05 Sessional Lecturers who decline an offer that meets the reappointment right in Article 3.01 will be deemed to have resigned and will not maintain recall rights or a further right to reappointment.

#### Article 5. Continuing Appointments

- 5.01 a) When a Sessional Lecturer's appointments cumulatively equal three (3) years ~~(thirty-six months)~~ of full-time ~~appointment~~ equivalent service over a period of six (6) or fewer consecutive academic years (July to June) as outlined in Appendix A ~~he or she is~~ they are a Continuing Sessional Lecturer. ~~is a Sessional Faculty Member with a Continuing Appointment.~~
- b) The Sessional Lecturer's Continuing Appointment is effective on the completion of ~~36 months of full-time equivalent service~~ the relevant number of credits taught as outlined in Appendix A.
- c) The University shall extend the periods in paragraphs (a) and (b) to accommodate maternity leaves. The Parties will resolve individual cases of temporary, emotional, or physical incapacity in accordance with the usual practice.
- 5.02 A Continuing Sessional Lecturer ~~with a Continuing Appointment~~ has a right to:
- a) reappointment for a period of time equal to the same length of time and on the same basis, full or part-time, as the appointment ~~he or she~~ they held in the winter session of the academic year (July to June) in which the Continuing Appointment becomes effective, subject to Article 10.01; and
- b) assignment to a course load in any academic year at least equal to ~~the percentage of full-time equivalent~~ the number of credits taught during the appointment upon which ~~his/her~~ their Continuing Appointment is based, subject to Articles 6.01~~02~~ and 10.01.

This Article does not preclude the University from changing course assignments or other duties, or the terms in which teaching is assigned. Any increases in workload shall be subject to Article 2.03 of this Agreement.

- 5.03 By implication of Article 5.02a) the individual course load entitlement of a Continuing Sessional Lecturer should be received during the winter session. If it is, the Continuing Sessional Lecturer is not entitled to appointment or any course load or course assignment in the summer session. If the individual course load entitlement is not received in the winter, the Continuing Sessional Lecturer is entitled to appointment in the summer session and to be assigned courses in priority over other Sessional Lecturers to the extent necessary to ensure the individual course load entitlement is received during the academic year. In both cases, they may be assigned additional courses in the summer session as per Article 5.06.
- 5.034 Notwithstanding Article 5.02(a), where a Sessional Lecturer's course assignment at the time ~~he/she achieves~~ they achieve a Continuing Appointment is greater than a ten percent decrease from ~~his or her~~ their average course assignment in the preceding two years, the University shall calculate the Continuing Appointment on the basis of that average.
- 5.045 If, in any year, due to Articles 10.01(b) or (c), the University assigns a Continuing Sessional Lecturer ~~with a Continuing Appointment~~ to a course load less than the level to which ~~he or she is~~ they are entitled pursuant to Article 5.02(b) then ~~his/her~~ their course load entitlement in the following year shall not be affected.
- 5.056 A Continuing Sessional Lecturer ~~with a Continuing Appointment~~ may, from time to time, have additional course assignments but such additional course assignments shall not affect the nature of the Continuing Appointment.
- 5.067 Notwithstanding the provisions of Article 5.06 a review of each Continuing Appointment shall be conducted every three (3) years. The purpose of the review is to determine whether, on the basis of an emerging pattern of course assignment, the percentage of time of the Continuing Appointment should be increased or decreased.

## Article 6. Assignments

- 6.01 Departments shall include Continuing Sessional Lecturers ~~with Continuing Appointments~~ in existing departmental processes used to determine course loads and course assignments for the upcoming academic year in the same way and at the same time as tenured and tenure-track faculty and Lecturers are included in those processes. The Department Head has discretion in making course assignments.
- 6.02 In making course assignments, the Head will first assign courses to tenured and tenure stream faculty members and then to Lecturers. The Head then assigns courses to Continuing Sessional Lecturers to meet their individual course load entitlements. The Head will then allocate remaining courses to either a pool of courses for assignment to Sessional Lecturers or a pool of courses for assignment to Externals, established pursuant to Article 6.06
- 6.013 In making sessional course assignments, the Department shall consider qualifications to perform the required work, quality and effectiveness of work performed and length of service the cumulative number of credits taught. All evaluations of work performed shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement. ~~Length of service~~ The cumulative number of credits taught shall be the determining factor only where the other factors are relatively equal.
- 6.024 Subject to Article ~~6.0103~~, the Department shall distribute available course assignments to

Continuing Sessional Lecturers with Continuing Appointments:

- a) in accordance with their individual entitlement as determined by Article 5.02 (b), and
  - b) in priority to other Sessional Lecturers to the extent necessary to provide Continuing Sessional Lecturers with their individual course load entitlement.
- 6.05 A Sessional Lecturer's right to reappointment as outlined in Article 3.01 must be satisfied before any applicant is appointed and assigned a course from the pool designated for Sessional Lecturers in any academic year. The University may then appoint an Applicant as a Sessional Lecturer in accordance with the criteria in 2.06 with an assignment to teach one course without applying Article 6.03 Any courses which then remain in the pool of courses for assignment to Sessional Lecturers will be assigned to either Sessional Lecturers with less than a full-time course load or applicants in accordance with the above criteria in 6.03. If no Sessional Lecturer in the Department and no applicant is qualified to teach a course in the sessional course pool, the course may be assigned to an External.
- 6.036 In any circumstance in which a Sessional Lecturer with a greater than 50% appointment is a candidate for consideration for a course assignment, or is one of a number of candidates, some of whom have less than a 50% appointment, the consultation process set out in Article 9 shall apply. The consultation process set out in Article 9 shall not apply when all of the candidates for consideration have less than a 50% appointment.
- 6.07 The Head will allocate, in their sole discretion, courses to the Sessional Lecturer pool or to the External pool, and in doing so must apply their policies fairly, and not in an unreasonable, discriminatory or arbitrary manner. There is no obligation on the part of the University to assign all work that could be performed by Sessional Lecturers to bargaining unit members.
- 6.08 The University shall, on request by the Faculty Association, provide a written explanation if one or more Sessional Lecturers do not receive their assignment of one course in accordance with their right of reappointment. If the Association is not satisfied with the University's explanation, it may grieve on the ground(s) that the University did not meet either or both of its obligations to:
- i) act in good faith so as to respect the integrity of the Faculty Association's bargaining unit; and
  - ii) apply its policies fairly, and not in an unreasonable, discriminatory, or arbitrary manner.
- ~~6.04 Sessional Lecturers with less than full time appointments may apply for additional course assignments as they become available and they will receive first consideration for such teaching course assignments subject to the criteria in Article 6.01.~~
- 6.09 In the event that courses become available after the initial course assignments within a Department have been made, for reasons such as previously unscheduled leaves of absences, the addition of course sections, rearrangement of schedules or teaching assignments within a Department, Sessional Lecturers with less than full-time appointments within the Department will be notified of these course offerings and have first priority to such courses, subject to the criteria in Article 6.03.

Article 12. Eligibility for Other Appointments

- 12.02 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

Cumulative number of credits taught shall be the determining factor in these appointments only where other factors are relatively equal.

Article 13. Leave of Absence Without Pay or Benefits

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

Article 16. Vacation and Benefits

16.01 Vacation pay will be paid at 4% of gross earnings and will be paid with the salary payment each payday. After five (5) consecutive ~~academic years of full-time equivalent service~~ during which the sessional has employment for part of each of those years, vacation pay shall be increased to 6% of gross earnings. The salary to be paid and the vacation pay will be shown separately on the letter of appointment.

**APPENDIX A**

Calculation of Length of Service

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

The number of credits being taught by a Sessional Lecturer is compared to the "full-time load" in each Faculty to determine the ~~full-time equivalence (FTE) in months~~ total cumulative number of credits taught that equal one year of full-time equivalent service. The following full-time loads currently exist:

Full-time load per academic term	<u>Cumulative number of credits taught equal to one year of full-time equivalent service</u>	<u>Cumulative number of credits taught to achieve a continuing appointment</u>	<u>FTE of a 3-credit course in months</u>
	6 credits	<u>18</u>	<u>54</u>
9 credits	<u>27</u>	<u>81</u>	<del>1.33</del>
12 credits	<u>36</u>	<u>108</u>	1.00
15 credits	<u>45</u>	<u>135</u>	<del>0.80</del>

For Sessional Lecturers with appointments in more than one Faculty, the calculation will be made based on the rate of the Faculty in which they are teaching the majority of credits in that academic year.

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