General Wage Increase

NEW ARTICLE: Article 8. Across The Board Salary Increases

8.01 General Salary Increase for Continuing Members of the Bargaining Unit

A General Salary Increase of 5% of the

(1) 2011/2012 salaries of continuing members of the bargaining unit effective on July 1, 2012; and
(2) 2012/2013 salaries of continuing members of the bargaining unit effective on July 1, 2013.

8.02 General Salary Increase for Sessional Faculty Members

A General Salary Increase of 5% of the

(1) 2011/2012 salaries of sessional faculty members of the bargaining unit effective on July 1, 2012; and
(2) 2012/2013 salaries of sessional faculty members of the bargaining unit, effective on July 1, 2013;

Ripple Effects:
Minimum Salaries for General Librarians (p. 40) needs to be adjusted accordingly.
Unified Minimum Scale for Sessional Lecturers

Article 4. Minimum Salary Scale For Sessional Lecturers (p. 45)

MINIMUM SALARY SCALE FOR SESSIONAL LECTURERS, PER CREDIT

Effective JULY 1, 2012

<table>
<thead>
<tr>
<th>Step</th>
<th>Course Credit Equivalent</th>
<th>Per single 3 Credit Course</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$2,089.50</td>
<td>$6,268.50</td>
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<tr>
<td>2</td>
<td>$2,114.70</td>
<td>$6,344.10</td>
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<td>$6,577.20</td>
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<tr>
<td>6</td>
<td>$2,216.55</td>
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<tr>
<td>8</td>
<td>$2,266.95</td>
<td>$6,800.85</td>
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Effective JULY 1, 2013

<table>
<thead>
<tr>
<th>Step</th>
<th>Course Credit Equivalent</th>
<th>Per single 3 Credit Course</th>
</tr>
</thead>
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<td>8</td>
<td>$2,380.30</td>
<td>$7,140.89</td>
</tr>
</tbody>
</table>

The minimum monthly salary scale for Sessional Lecturers and CTLT Sessional Lecturers shall be as follows:

MINIMUM SALARY SCALE FOR SESSIONAL LECTURERS, PER CREDIT[1]

Effective JULY 1, 2009.
### Table 1: Credits per Term for Full-time

<table>
<thead>
<tr>
<th>Step</th>
<th>6</th>
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<tr>
<td>8</td>
<td>$3,240</td>
<td>$2,159</td>
<td>$1,620</td>
<td>$1,297</td>
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</tbody>
</table>

[1] 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.

### Ripple Effects:

**Article 1. Interpretation [in Conditions of Appointment for Sessionals, p.124]**

1.4 “Full-time” will be defined Faculty by Faculty, as is given by the current pattern in different types of academic activities, although normally the primary focus is teaching, as nine credits per term or an equivalent combination of credits and different types of academic activities.

Table in Article 7.11 at page 51 (CTLT Rate) needs to be adjusted accordingly.
Full Pension Benefits for Sessional Lecturers

7.06 Faculty Pension Plan (p. 48)

UBC’s Faculty Pension Plan is a defined contribution plan, with members contributing 5% of salary and UBC contributing 10%. All Sessional Lecturers, regardless of the length or percentage of their appointment, shall receive the 10% employer contribution toward their pension either through the Pension Plan structure or as 10% in lieu of the pension benefit.

For eligibility requirements, visit www.pensions.ubc.ca/faculty/glance.html.

Ripple Effects: eligibility requirements on pension website would need to be changed.
Vision Care

Article 7. Economic Benefits

7.02 Extended Health Benefits (p. 46-47)

Extended health premiums are paid by the University except for Sessional Lecturers with appointments less than 4 months and less than 50% workloads where the premiums are shared; subject to the terms of the extended health plan, some of the plan features include:

a) Vision care, up to $250 $400 in any 24 month period per employee or dependent for glasses (including sunglasses), contacts and annual eye exams.

[remainder of article is unchanged]
Tuition Fee Waivers

Article 7. Economic Benefits

7.08 Tuition Fee Waivers (p.48)

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

Members are entitled to up to 12 credits per year of undergraduate or graduate coursework. Members may transfer their tuition waivers to their spouse or partner. Dependent children are eligible for up to 120 credits of coursework in an undergraduate degree program.

Dependent children must be under the age of 25 years when the session for which the Tuition Fee Waiver is applicable commences, and substantially dependent on you for financial support. In the event that a member passes away while their dependent child is enrolled in UBC, the child will continue to be eligible up to the maximum credits.
Professional Development Reimbursement Fund

Article 7. Economic Benefits

7.09 Professional Development Reimbursement Fund (p.49)

a) Effective July 1, 20112012 Faculty Association Members, excluding Sessional Lecturers without continuing status, are entitled to $1,100 1,750 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.

b) Effective July 1, 20112012 Sessional Lecturers without continuing status are entitled to a professional development reimbursement fund of $25$35 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 (2) year accrual.
Library, Term Appointments for Heads

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF BRITISH COLUMBIA
AND
THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA
RE: Term Administrative Appointments for New Heads

Terms and Conditions:

1. As agreed March 21, 2013.

2. As agreed March 21, 2013.

3. As agreed March 21, 2013.


5. Such appointments will carry with them an entitlement to an administrative stipend. The amount of the stipend will be set out in the Library’s written offer of appointment.

6. As agreed March 21, 2013.

7. Heads will be granted administrative leave with full salary and benefits for eight months upon successful completion of a three-year term, and 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.

8. As agreed March 21, 2013.
CPI, Merit, PSA

Article 2. Continuing Members of the Bargaining Unit: Salaries

2.01 Career Progress Increments (CPI) (p. 38)

A sum equal to 1.25% of the salaries of continuing members of the bargaining unit shall, effective on July 1 of each year:

(1) 2009/2010, 2010 salaries of continuing members of the bargaining unit shall, effective on July 1, 2010; and
(2) 2010/2011 salaries of continuing members of the bargaining unit shall, effective on July 1, 2011,

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

a) CPI shall be composed of 0, 1/2, 1, 1-1/2, or 2 units, the value of 1 unit to be determined in the usual way, but not to be less than $1000.00. The value shall be capped at $1500, and the remainder of the sum allocated as a general increase to all ranks eligible for CPI.

[remainder of the article unchanged]

2.03 Merit Awards (p. 39-40)

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

(1) 2009/2010, 2010 salaries of continuing members of the bargaining unit shall, effective on July 1, 2010; and
(2) 2010/2011 salaries of continuing members of the bargaining unit shall, effective on July 1, 2011,

be allocated in accordance with the following provisions:

a) Merit awards shall be comprised of 1/2, 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 1, 2009 and March 31, 2010 for increases effective July 1, 2010; and
2. April 1, 2010 and March 31, 2011 for increases effective July 1, 2011.

April 1 of the previous year and March 31 of the current year for increases effective July 1.

[remainder of article unchanged]

2.04 Performance Salary Adjustments (PSA) (p. 41-42)

a) A sum equal to 0.5% of the salaries of continuing members of the bargaining unit shall, effective on July 1 of every year,
(1) 2009/2010 salaries of continuing members of the bargaining unit shall, effective on July 1, 2010; and
(2) 2010/2011 salaries of continuing members of the bargaining unit shall, effective on July 1, 2011;

be allocated by way of PSA...

[remainder of article unchanged]
Investigations

NEW ARTICLE: Investigations
[In Part C of the Framework for Collective Bargaining]

X1.01 Definitions

“Investigation” means any inquiry by the University into a complaint, allegation, dispute, or other matter that may result in disciplinary action against a member of the bargaining unit.

X1.02 Representation

All Members involved in an investigation, whether formal or informal, shall have the right to receive assistance and representation from the Faculty Association.

X1.03 Notification

On acceptance of a complaint, the University shall promptly inform the Member, with a copy to the Association, of the nature of the allegation(s) and whether the University will launch a formal or informal investigation. At the same time, the University will advise the Member of his/her right to seek advice and representation from the Faculty Association.

X1.04 Informal Resolution

Nothing in this Article shall prevent the Parties from the use of informal means to settle a complaint, allegation, dispute or other matter.
**Equity--Valuing**

**Article 4. Equity, Diversity, and Anti-Discrimination (p. 8)**

4.01 The University of British Columbia is committed to maintaining a community which: recognizes and values the inherent worth and dignity of every person; fosters tolerance, sensitivity, understanding, and mutual respect among its members; and encourages each individual to strive to reach her or his own potential.

In pursuit of its goal of academic excellence, the University seeks to develop and nurture diversity. The University believes that diversity among its many members strengthens the institution, stimulates creativity, promotes the exchange of ideas, and enriches campus life. The parties are committed to an equitable workplace, recognizing that achieving equity demands a proactive approach and institutional accountability. The goal of equity is inclusivity at all levels. Equity is achieved through a variety of measures, including recognition, respect, numerical representation, and protection against discrimination, including accommodation and valuing of difference.

The parties are committed to ensuring that there are no barriers or systemic discrimination to the full participation of all employees. There shall be no discrimination regarding any term or condition of employment, including salary, rank, appointment, promotion, tenure, permanency, reappointment, dismissal, leaves, workload, or employee benefits. More generally, the parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any matter included in this Agreement by reason of any personal attributes that the law generally forbids as grounds for discrimination, such as sex, sexual orientation, gender identity, age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability (provided that such condition does not interfere with the ability to carry out the essential duties of the position), whether perceived or actual, temporary or permanent or membership or non-membership in, or activities on behalf of, the Association. The University, the Association, Faculty Members, Librarians and Program Directors are committed to fostering a positive working climate of mutual respect in which all members of the University Community - students, faculty, staff and visitors - are able to study and work free from harassment and discrimination.

4.02 In keeping with the requirements of the Federal Contractors Program, to which the University is committed, the University and the Association agree to the principle of employment equity for all groups as may be designated in Federal and Provincial legislation, or as agreed to by the Parties. This principle ensures equal substantive opportunities in hiring, promotion and tenure for members in designated groups and ensures no systematic barriers exist to the full participation of these groups in the workplace. The parties are committed to eliminating or modifying those employment policies, practices, and systems, whether formal or informal, shown to have an unfavorable effect on the hiring, retention, leadership assumption, and promotion of members of designated groups.
Equity—Scholarly Activity

Article 4. Criteria for Appointment, Reappointment, Tenure and Promotion (p. 73)

4.03 Scholarly Activity

Judgment of scholarly activity is based mainly on the quality and significance of an individual's contribution. When assessing scholarship for career decisions, recognition must be given to different and diverse pathways to academic and scholarly excellence. Diverse substantive contributions to knowledge, and methods of dissemination, must be valued in the university.

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

[remainder of article unchanged]
Workload

Article 13. Notification of Workload (p. 16)

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 by the Unit Workload Policy Committee 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. All units shall establish a Unit Workload Policy Committee to create and maintain the Unit Workload Policy. The composition of the Unit Workload Policy Committee will be established through a collegial process that provides a reasonable opportunity for all members of the unit to have input regarding which members shall serve on the Committee. Committee membership should be reasonably representative of each of the ranks in the Unit. The Unit Head shall be the Chair of the Unit Workload Policy Committee.

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

(c) Unit Workload Policies shall be consistent with Article 13.02. In establishing Unit Workload Policies, the Unit Workload Committee may also take into consideration workload norms in the same and cognate disciplines within the University (including other campuses).
(d) 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.

(e) By February 1 the Unit Workload Policy Committee shall establish the proposed Unit Workload Policy and shall forward same to the Dean, the Faculty Association, and to all members of the unit. By February 15, the Dean shall approve or reject the proposed Unit Workload Policy established by the Unit Workload Policy Committee. If the Dean, acting in a manner that is not irrational, arbitrary or in bad faith, rejects the proposed Unit Workload Policy, the proposed Unit Workload Policy will not come into effect, and he or she will respond in writing outlining the reasons for not approving the proposed Unit Workload Policy and request that the Unit Workload Policy Committee meet to review and revise the proposed Unit Workload Policy in light of the reasons provided by the Dean. If the Dean (or designate) rejects the proposed Unit Workload Policy the Unit Workload Policy Committee will establish a revised Unit Workload Policy within a reasonable time frame. The Dean shall, within a period of 15 calendar days from receipt of a revised Unit Workload Policy, approve or reject the proposed revised Unit Workload Policy, and paragraph 2.7 will then apply with all necessary modifications.

(f) Until a workload Policy is established the previous unit practices concerning workload will continue to apply. After a Unit Workload Policy has been established, the Policy will continue to apply until a new Unit Workload Policy is established.

(g) 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, the Unit Workload Policy, and other factors relevant to the individual member, ensuring equity within ranks in teaching loads. 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.

(h) The Unit Workload Policy will be reviewed by the Unit Workload Committee at least every three years by the unit.

13.04 Workloads for Faculty Members Holding Joint Appointments

Faculty members holding joint appointments to more than one academic unit shall be assigned teaching and University service duties in a manner consistent with their percentage appointment in each unit. To help provide clarity with expectations and obligations, a common meeting involving the faculty member and all heads of units to which the member is appointed should take place on an annual basis to discuss workload and, if necessary, to resolve any conflict in expectations between units. A written record of the teaching assignment and service expectations agreed at the meeting shall be kept by the unit heads and the faculty member.
13.05 Inter-Campus Equality

There should not be significant discrepancies in workload between the same academic unit/disciplinary areas between the Vancouver and Okanagan Campuses.

13.06 Non-teaching Term

In the interest of research and scholarship, faculty shall not be required to teach in more than two four-month terms in any academic year, or the equivalent, nor shall they be pressured to volunteer to do so. This shall not preclude faculty members from voluntarily agreeing to rearrange their teaching schedule so as to include summer teaching as part of their normal teaching load.

13.07 Faculty Members in the Instructor Classification: Additional Provisions

(a) The duties of faculty members in the Instructor Classifications (Instructor I, Senior Instructor, Professor of Teaching) normally consist of: teaching; educational leadership; involvement in curriculum development; course design; innovation and other initiatives that advance the University’s ability to excel in its teaching and learning mandate; keeping abreast of current developments in their respective disciplines, and in the field of teaching and learning; and service to the university and the community.

(b) In the determination of workload for faculty in the Instructor classification, faculty members in that classification are entitled to reasonable time to perform all aspects of their duties.
Right of First Refusal for Sessionals, Eligibility for Appointments to Lecturer

Article 6. Assignments (p. 129)

6.1 In making Sessional course assignments, Sessional Lecturers shall have a right of first refusal for courses for which they are qualified, on a greatest length of service first basis up to full-time. the University shall consider qualifications to perform the required work, quality and effectiveness of work performed and length of service. All evaluations of work performed shall be consistent with the criteria and procedures outlined in Articles 7 and 9 of this Agreement. Length of service shall be the determining factor only where the other factors are relatively equal.

Article 12. Eligibility for Other Appointments (p. 134)

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

b) The Department Head has the discretion, exercisable at any time in the process, as to whether The appointment shall be made from those candidates who apply internally. In the event no internal candidates apply for and accept the position, or whether the position is to be posted to invite application by, and consideration of, external candidates (and in the event of a posting, the factors considered shall be applied on the same basis as set out in Article 12.3).
Right of Reappointment for Lecturers

NEW ARTICLES: 5.17 Reappointment of Lecturers & 5.18 Non-Renewal of Appointment of Lecturers [In Conditions of Appointment for Faculty]

5.17 Reappointment of Lecturers

a) As a general principle, Lecturers have the right to reappointment in accordance with this Agreement and subject to Article 5.18.

b) Candidates for reappointment are judged principally on performance in teaching, based on formal evaluation of their performance in all of the courses taught in the previous twelve (12) months. All such evaluations shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of the Agreement on Conditions of Appointment for Sessional Faculty Members.

5.18 Non-Renewal of Appointment of Lecturers

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

b) Where a Lecturer is not reappointed due to unsatisfactory performance, the Department will immediately notify him/her of that fact in writing, with a copy to the Faculty Association. Any denial of reappointment shall be accompanied by full reasons for the denial, demonstrating that the applicable criteria were properly considered.

c) A Lecturer, following such notification, may request a meeting with the Department Head to discuss the reasons for the decision and to place additional information before the Head. Such a meeting will be held within seven (7) working days of the request. The Lecturer is entitled to Faculty Association representation at that meeting if he/she wishes.

d) If a Lecturer wishes to file a grievance, the appropriate procedures, as set out in Article 21 of the Framework for Collective Bargaining shall be followed, commencing at the level outlined in Article 21.04. Where the Parties mutually agree, grievances under this Article in the present Agreement may be submitted directly to Expedited Arbitration.

e) Notice of termination will not accompany the letter of appointment.
7.03 12-Month Lecturers (p.87)

a) A 12-month Lecturer who had previously held an appointment as a Sessional Lecturer and who is not to be re-appointed as a 12-month Lecturer 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.

b) 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 (5) Years of Consecutive Service One (1) month
- Five (5) or More Years of Consecutive Service Two (2) months

Ripple Effects: Required changes consequent to the proposed changes in 5.17, 5.18 & 7.03 above:

Article 1. Interpretation (p.65)

1.01 For the purpose of this Agreement:
“Lecturer” means a person holding an appointment without review for a term of twelve (12) months or less with responsibilities limited to teaching and related duties which may include administrative responsibilities normally undertaken by faculty members;

(remainder of article unchanged)

2.02 Term Appointments without Review (p.67)

a) Appointments without review are full-time or part-time appointments for a specified limited term. With the exception of Lecturers, there is no implication that the appointee will be considered for any further appointment of this or any other kind on the expiration of the specified term.

Article 3. Titles and Ranks (p.70)

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).

3.01 Lecturer

Candidates for initial appointment at the rank of Lecturer are judged principally on qualifications, performance in teaching, and experience.

[3.02 through 3.08 unchanged]
Tenure Denial Grievances

Article 2. Types of Appointments (p.69)

2.03 Term Appointments with Review

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

Where the President’s decision not to grant tenure is grieved, and where the grievance process extends beyond the terminal year, the member’s appointment shall be extended at least until the end of the academic term in which the settlement occurs.
Sabbatical (Study Leave) for Instructors

Article 2. Study Leave (p. 59)

a) Before being granted a study leave an individual shall have completed at this University, since appointment or previous study leave, four or more years of full-time service in appointments with review or tenured appointments of which at least two one years shall have been in an eligible rank. Where a member takes sick, maternity and/or parental leave, up to six (6) months of each leave will be considered full-time service for the purpose of study leave eligibility. Preference will be given to members of faculty with tenure. An individual who is refused study leave for administrative reasons shall be given priority in consideration of applications for study leave in the following year.
Changes to Appendix A

APPENDIX A2 (p. 29)

The President of the University
The Vice Presidents of the University
The Deputy Vice Chancellor and Principal
The 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.

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2 See also Letter of Understanding 1 Re Exclusion of New Position(s) from Faculty Bargaining Unit and Letter of Understanding 2 Re: Deputy University Librarian