The University brings the following proposals to the UBC — and - UBCFA mediation/arbitration. All items would be effective on the date of the award unless otherwise agreed by the parties. The University reserves the right to amend the contents of this document in the event that it is not accepted in its entirety.

1. Term of Agreement [Agreed to by the parties]
   a. 2 years, July 01, 2012 – June 30, 2014


3. Compensation (Agreement on Salaries and Economic Benefits) – Attachment 2

4. CPI, Merit and PSA (Article 2 - Agreement on Salaries and Economic Benefits) - dates of increases; definition of “year” - Attachment 3

5. Maternity/ Parental/ Adoptive Leave During Pre-Tenure Period (Article 1 – Agreement on Leaves of Absence) – Attachment 4

6. Eligible voting member and Selection Procedures (Article 5.04(b)(i) - Agreement on Conditions for Appointment of Faculty) - Attachment 5

7. Tenure and Promotion (Articles 2, 3 and 4 – Agreement on Conditions of Appointment for Faculty) – criteria for professoriate ranks, teaching, etc.; no tenure without promotion - Attachment 6

8. Review by President (Article 5.14 – Agreement on Conditions of Appointment for Faculty) – “without prejudice” - Attachment 7

9. Doctoral Students as Teachers – Attachment 8
10. Roster of Mediators – Attachment 9

11. Secondment of Faculty Members to the Faculty Association (Article 16 - Agreement on the Framework for Collective Bargaining) - Attachment 10

12. Agreement on Conditions of Appointment for Librarians – Agreement has been reached on most of the outstanding issues in the Library discussions: see the letter from the Faculty Association to Fran Watters dated March 20, 2013. There is one outstanding issue regarding administrative leaves for Head Librarians – Attachment 11

13. Other House-keeping and Miscellaneous Changes – as agreed to by the University and the Faculty Association per letter from the Faculty Association dated January 11, 2013 (revised) with Appendix A – Attachment 12

14. Rationalization of the Collective Agreement

   a. The parties agree to the changes to the Collective Agreement as recommended by the joint working committee of the Faculty Association and UBC, arising out of the 2010 round of negotiations – as set out in Memorandum and draft rationalized agreement, dated Oct. 18, 2012, with 3 subsequently discussed changes (1) Article 1.01 of the Agreement on the Framework for Collective Bargaining (page 2) add ”; and” just before “part 9...”;(2) Article 10.01 of the Agreement on Conditions for Appointment of Faculty (page 63, second sentence should start with “Cause, for ...“); and (3) Article 9.01 of the Agreement on Conditions of Appointment for Librarians (page 77) second sentence should start “Cause, for ...“.

15. Memorandum of Agreement between The University of British Columbia and the Faculty Members of the Faculty of Commerce and Business Administration (Sauder School of Business) – Attachment 13
Article 17 — Preservation of Past Rights and Practices

To encourage a fuller discussion on practices and new initiatives, the parties agree to suspend the operation of Article 17 of the Framework Agreement for the length of the Collective Agreement.
UNIVERSITY BARGAINING PROPOSAL 2013

Agreement on Salaries and Economic Benefits
July 1, 2012 – June 30, 2014

The University proposes salary increases for faculty in the bargaining unit of 2% in 2012/13 and 2% in 2013/14 as follows:

1. Effective July 1, 2012:
   a) Each bargaining unit member shall receive a general salary increase of 1.95% to his or her base academic salary of June 30, 2012;
   b) The steps of the minimum salary scale for sessional lecturers (p. 45) and CTLT sessional lecturers (p. 51) will be increased by 1.95%.
   c) A retention fund of $200,000 will be put in place to be distributed in accordance with Article 6 of the Agreement on Salaries and Economic Benefits; language of Art. 6 to be updated.

2. Effective July 1, 2013:
   a) Each bargaining unit member shall receive a general salary increase of 1.9% to his or her base academic salary of June 30, 2013;
   b) The steps of the minimum salary scale for sessional lecturers (p. 45) and CTLT sessional lecturers (p. 51) will be increased by 1.9%.
   c) A retention fund of $400,000 will be put in place to be distributed in accordance with Article 6 of the Agreement on Salaries and Economic Benefits; language of Art. 6 to be updated.
UNIVERSITY:BARGAINING PROPOSALS 2013.

Art. 2.01, 2.03, 2.04 (CPI/Merit/PSA) — Agreement on Salaries and Economic Benefits (p. 38)

2.01 Career Progress Increments (CPI)

A sum equal to 1.25% of the

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

(2) 2012/2013 salaries of continuing members of the bargaining unit shall, effective on July 1, 2013,

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

2.03 Merit Awards

A sum equal to 0.75% of the

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

(2) 2012/2013 salaries of continuing members of the bargaining unit shall, effective on July 1, 2013,

be allocated in accordance with the following provisions: ....

...

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

University Proposal
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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, 2011 and March 31, 2012 for increases effective July 1, 2012; and

(2) April 1, 2012 and March 31, 2013 for increases effective July 1, 2013.

c) The basis for the recommendations should be academic performance relative to these criteria over the past year ("year" to be determined by the Faculty).

2.04 Performance Salary Adjustments (PSA)

A sum equal to 0.5% of the

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

(2) 2012/2013 salaries of continuing members of the bargaining unit shall, effective on July 1, 2013; ...
Article 1 - Leave During Pre-Tenure Period (page 58)

When a member of faculty on a pre-tenure appointment is granted and takes a maternity or parental leave of at least 10 weeks, the length of the pre-tenure appointment period will be extended by one year, unless there are extenuating circumstances or the faculty member informs the Head in writing that she or he does not wish the pre-tenure period extended.
(1) Eligible voting members - Art. 5.04 (b), Article 5.10 - Agreement on Conditions of Appointment for Faculty (Charts) (p. 78 & 82)

(2) Initial Appointments - eligible voting members - Art. 5.04(b)(i) - Agreement on Conditions of Appointment for Faculty (p. 78)

5.04 Departmental Consultation: Committees

a) The Department Head shall consult formally at meetings convened for that purpose with eligible members of the Department in order to ascertain their views and to obtain their recommendation concerning appointment, reappointment, tenure and promotion.

b) Effective July 1, 2013, faculty members eligible to be consulted are:

i) In the case of initial appointments, "eligible members" are as set out in Appendix A, Chart 1, as well as such other members as are agreed upon between the Head and those eligible members of the Department and approved by the Dean, those of a rank equal to or higher than the rank at which the appointment is to be made.

ii) In the case of reappointments and promotions, "eligible members" are as set out in Appendix A, Charts 2 and 3, those higher in rank than the candidate;
except that in the case of reappointment of a Professor whose holding the rank of Professor are eligible to be consulted.

iii) In the tenure cases, "eligible members" are as set out in Appendix A, Chart 3, those who are tenured and of equal or higher rank.

5.10 Review by the Dean

The Dean shall review the recommendations received from the Head to ensure that proper procedures have been followed, that all relevant material has been considered, and that recommendations made are consistent with the evidence presented.

In the case of recommendations concerning tenure, promotion, or reappointment (when the Dean is considering not recommending in favour of reappointment) the Dean shall consult with an advisory committee. In the case of other recommendations the Dean may consult with an advisory committee.

The advisory committee shall be composed of tenured full professors and/or professors of teaching, one-half of whom shall be elected by the faculty, and one-half of whom shall be selected by the Dean. Heads who are tenured full professors or professors of teaching shall be eligible for selection by the Dean. In selecting members of the committee the Dean, having regard to the members who have been elected, shall take into account the need for representation of disciplines within the Faculty, including emerging disciplines and multi-disciplinary activities, and the need to maintain gender balance.

University Proposal
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### UNIVERSITY BARGAINING PROPOSAL 2012

#### CHART 1 - Art. 5.04 - “Eligible members” for votes regarding appointment for the (1) teaching/research stream (i.e. the Professoriate) and (2) the Professor of Teaching stream

<table>
<thead>
<tr>
<th>Rank/Decision being considered</th>
<th>“eligible member” for 2011/12 academic year (per Art. 5.04 of the faculty collective agreement) – “equal to or higher in rank”</th>
<th>“eligible member” for new agreement effective July 1, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointment of Instructor</td>
<td>Instructor; Senior Instructor; Professor of Teaching; Assistant Professor; Associate Professor; Professor;</td>
<td>Instructor; Senior Instructor; Professor of Teaching; Assistant Professor; Associate Professor; Professor;</td>
</tr>
<tr>
<td>Appointment of Senior Instructor</td>
<td>Senior Instructor; Professor of Teaching; Assistant Professor; Associate Professor; Professor;</td>
<td>Senior Instructor; Professor of Teaching; Assistant Professor; Associate Professor; Professor;</td>
</tr>
<tr>
<td>Appointment of Professor of Teaching</td>
<td>Assistant Professor; Associate Professor; Professor; Professor of Teaching</td>
<td>Assistant Professor; Associate Professor; Professor; Professor of Teaching</td>
</tr>
<tr>
<td>Appointment of Assistant Professor</td>
<td>Assistant Professor; Associate Professor; Professor;</td>
<td>Assistant Professor; Associate Professor; Professor;</td>
</tr>
<tr>
<td>Appointment of Associate Professor</td>
<td>Associate Professor; Professor;</td>
<td>Associate Professor; Professor;</td>
</tr>
<tr>
<td>Appointment of Professor</td>
<td>Professor;</td>
<td>Professor;</td>
</tr>
</tbody>
</table>
UNIVERSITY BARGAINING PROPOSAL 2012

CHART 2 - Art. 5.04 - “Eligible members” for votes regarding reappointment for the (1) teaching/research stream (i.e. the Professoriate) and (2) the Professor of Teaching stream

<table>
<thead>
<tr>
<th>Rank/Decision being considered</th>
<th>“eligible member” for 2011/12 academic year (per Art. 5.04 of the faculty collective agreement) – “higher in rank”</th>
<th>“eligible member” for new agreement effective July 1, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reappointment of Instructor</td>
<td>Assistant Professor; Associate Professor; Professor; Senior Instructor; Professor of Teaching</td>
<td>Assistant Professor; Associate Professor; Professor; Senior Instructor; Professor of Teaching</td>
</tr>
<tr>
<td>Reappointment of tenure track Senior Instructor</td>
<td>Assistant Professor; Associate Professor; Professor; Professor of Teaching</td>
<td>Assistant Professor; Associate Professor; Professor; Professor of Teaching;</td>
</tr>
<tr>
<td>Reappointment of tenure track Professor of Teaching</td>
<td>Assistant Professor; Associate Professor; Professor; Professor of Teaching</td>
<td>Assistant Professor; Associate Professor; Professor; Professor of Teaching</td>
</tr>
<tr>
<td>Reappointment of tenure track Assistant Professor</td>
<td>Associate Professor; Professor</td>
<td>Associate Professor; Professor; Professor of Teaching</td>
</tr>
<tr>
<td>Reappointment of tenure track Associate Professor</td>
<td>Professor</td>
<td>Professor; Professor of Teaching</td>
</tr>
<tr>
<td>Reappointment of tenure track Professor</td>
<td>Professor</td>
<td>Professor; Professor of Teaching</td>
</tr>
</tbody>
</table>

University Proposal
April 4, 2013
Article 3. Titles and Ranks

3.06 Assistant Professor (page 71)

a) Appointment at or promotion to the rank of Assistant Professor normally requires completion of academic qualifications, and evidence of ability in teaching and scholarly activity. Evidence will ordinarily be required to demonstrate that the candidate for an appointment or promotion is involved in scholarly activity, is a successful teacher, and is capable of providing instruction at the various levels in his or her discipline, and presents compelling evidence of scholarly activity. In exceptional circumstances, it is sufficient to show potential to meet these criteria. The evidence may include the opinion of scholars familiar with the candidate's work and capability.

b) Initial appointments at this rank are normally for a term of three years, but in exceptional circumstances may be for a lesser period. Renewal of an individual's appointment is for a term of three years. If an additional renewal is granted, it is for two years.

c) Decisions on the award of tenured appointments are made in accordance with the provisions of Article 2.03. In special cases an Assistant Professor may be given the rank of Senior Instructor and a tenured appointment at that rank when in the view of the University, its needs will be best served by that appointment.

3.07 Associate Professor (pages 72-73)

a) Appointment at or promotion to the rank of Associate Professor normally requires evidence of successful teaching and of scholarly activity beyond that expected of an Assistant Professor. The candidate for appointment or promotion will be judged on teaching, on sustained and productive scholarly activity, on demonstrated ability to direct graduate students, and on willingness to participate and meaningful and collegial participation in the affairs of the Department and the University. Promotion to this rank is not automatic or based on years of service, and it is expected that some persons who may be granted tenured appointments will not attain this rank. In exceptional circumstances, initial appointment at this rank may be based upon evidence of the candidate's potential to meet these criteria, including the opinion of scholars or other qualified persons familiar with the candidate's work and capability.

University Proposal
April 4, 2013
b) Initial appointments at this rank are normally for a term of three years, with review, but in exceptional circumstances may be for a lesser period or tenured. Renewal of these appointments that have been made for a term of three years will normally be tenured but if the initial term was made for less than three years, a tenure decision will not usually be made until the appointee is in the third year of service at the rank of Associate Professor.

3.08 Professor (page 73)

a) Appointment at or promotion to the rank of Professor is reserved for those whose contributions (judged by the criteria as set out in Article 4) are considered outstanding.

b) These persons will have met appropriate standards of excellence and have wide recognition in the field of their interest. They must have shown high quality in teaching and graduate student supervision, have and sustained and productive scholarly activity, have attained distinction in their discipline, and have participated significantly in academic and professional affairs. Promotion to this rank is not automatic nor based on years of service.

c) Initial appointments at this rank may be term appointments or tenured appointments. Renewal of a term appointments will normally be made without term.

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

4.01 (page 73)

a) Candidates for appointment, reappointment, tenure or promotion, other than those dealt with in paragraph (b), are judged principally on performance in both teaching and in scholarly activity. Service to the academic profession, to the University, and to the community will be taken into account but, while service to the University and the community is important, it cannot compensate for deficiencies in teaching and in scholarly activity. Competence, High standards of performance are is required both in teaching and in scholarly activity, as appropriate for the rank in question, provided that a candidate who does not meet the criterion of scholarly activity but who is judged to be an excellent teacher may be given a tenured appointment as Senior Instructor when, in the view of the University, its needs will be best served by that appointment. Appointments without term are granted to individuals who have
Article 2. Types of Appointments

2.03 Term Appointments with Review

   d) Subject to Article 2.03(f), any person holding a term appointment with review is eligible for consideration for a tenured appointment.

   e) By the end of an appointee's fifth year of continuous service in a term appointment with review, a recommendation must be made to the President either to grant a tenured appointment or not to renew the appointment, except as provided in Article 2.03(f). In exceptional cases a recommendation may be made before the end of the fifth year, or in the case of an Associate Professor or Professor, before the time when it would normally be made; in particular an early recommendation to grant a tenured appointment may be made when a candidate has had academic, professional, or other comparable experience before being appointed by the University.

   f) In the case of an Assistant Professor

      i. if at any time before, or if in, the seventh year of service an Assistant Professor is promoted to the rank of Associate Professor, a tenured appointment will also be granted;

      ii. until June 30, 2014, if an appointee is not granted a tenured appointment pursuant to (i) above, then in the seventh year of service a recommendation

University Proposal
April 4, 2013
either to grant a tenured appointment at the rank of Assistant Professor or otherwise, or not to renew the appointment, must be made.

iii. During the pre-tenure period an Assistant Professor who has been reviewed for but denied promotion to the rank of Associate Professor has the right of appeal which would normally arise from a decision following a periodic review.

iv. Effective July 1, 2014: if an appointee is not granted a tenured appointment pursuant to (i) above, then in the seventh year of service a recommendation either to promote to the rank of Associate Professor with tenure grant a tenured appointment at the rank of Assistant Professor or otherwise, or not to renew the appointment, must be made. A tenure track Assistant Professor may not be granted tenure without promotion to the rank of Associate Professor.

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.

h) The maximum period of a term appointment with review is:

i. in cases of Assistant Professor eight (8) years; and

ii. in cases other than Assistant Professor six (6) years;

The sixth or eighth year, in appropriate cases, shall be the terminal year.

i) No person will acquire a tenured appointment by reason only of holding a term appointment with review that extends beyond the maximum period of such appointments.
Article 3. Titles and Ranks

3.06 Assistant Professor (page 71)

a) Appointment at or promotion to the rank of Assistant Professor normally requires completion of academic qualifications, and evidence of ability in teaching and scholarly activity. Evidence will ordinarily be required to demonstrate that the candidate for an appointment or promotion is involved in scholarly activity, is a successful teacher, and is capable of providing instruction at various levels in his or her discipline, and presents compelling evidence of scholarly activity. In exceptional circumstances, it is sufficient to show potential to meet these criteria. The evidence may include the opinion of scholars familiar with the candidate’s work and capability.

b) Initial appointments at this rank are normally for a term of three years, but in exceptional circumstances may be for a lesser period. Renewal of an individual’s appointment is for a term of three years. If an additional renewal is granted, it is for two years.

c) Decisions on the award of tenured appointments are made in accordance with the provisions of Article 2.03. In special cases an Assistant Professor may be given the rank of Senior Instructor and a tenured appointment at that rank when in the view of the University, its needs will be best served by that appointment.

3.07 Associate Professor (pages 72-3)

a) Appointment at or promotion to the rank of Associate Professor normally requires evidence of successful teaching and of scholarly activity beyond that expected of an Assistant Professor. The candidate for appointment or promotion will be judged on teaching, on sustained and productive scholarly activity, on demonstrated ability to direct graduate students, and on willingness to participate and meaningful and collegial participation in the affairs of the Department and the University. Promotion to this rank is not automatic or based on years of service, and it is expected that some persons who may be granted tenured appointments will not attain this rank. In exceptional circumstances, initial appointment at this rank may be based upon evidence of the candidate’s potential to meet these criteria, including the opinion of scholars or other qualified persons familiar with the candidate’s work and capability.
b) Initial appointments at this rank are normally for a term of three years, with review, but in exceptional circumstances may be for a lesser period or tenured. Renewal of these appointments that have been made for a term of three years will normally be tenured but if the initial term was made for less than three years, a tenure decision will not usually be made until the appointee is in the third year of service at the rank of Associate Professor.

3.08 Professor (page 73)

a) Appointment at or promotion to the rank of Professor is reserved for those whose contributions (judged by the criteria as set out in Article 4) are considered outstanding.

b) These persons will have met appropriate standards of excellence and have wide recognition in the field of their interest. They must have shown high quality in teaching and graduate student supervision, have maintained and sustained productive scholarly activity, have attained distinction in their discipline, and have participated significantly in academic and professional affairs. Promotion to this rank is not automatic nor based on years of service.

c) Initial appointments at this rank may be term appointments or tenured appointments. Renewal of a term appointments will normally be made without term.

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

4.01 (page 73)

a) Candidates for appointment, reappointment, tenure or promotion, other than those dealt with in paragraph (b), are judged principally on performance in both teaching and scholarly activity. Service to the academic profession, to the University, and to the community will be taken into account but, while service to the University and the community is important, it cannot compensate for deficiencies in teaching and in scholarly activity. Competence: High standards of performance are required both in teaching and in scholarly activity, as appropriate for the rank in question, provided that a candidate who does not meet the criterion of scholarly activity but who is judged to be an excellent teacher may be given a tenured appointment as Senior Instructor when, in the view of the University, its needs will be best served by that appointment. Appointments without term are granted to individuals who have
maintained a high standard of performance in meeting the criteria set forth below and are expected to continue show promise of continuing to do so.

b) Candidates for appointment or reappointment to the rank of Instructor I are judged principally on performance in teaching. Service to the academic profession, to the University, and to the community may be taken into account. Instructors I who are candidates for a tenured appointment are judged on the ground of excellence in teaching.

c) Judgements of an individual should be made objectively.

d) The decision to grant a tenured appointment shall take into account the interests of the Department and the University in maintaining academic strength and balance but no person holding a term appointment with review shall be denied reappointment or a tenured appointment on the ground that the University has established quotas in a Department or Faculty for those holding a tenured appointment.

e) A person holding a term appointment with review may be denied reappointment or a tenured appointment on the grounds of financial exigency or redundancy. This shall be done in accordance with any applicable criteria and procedures established under Article 12 below.

4.02 Teaching (page 74)

Teaching includes all presentation whether through lectures, seminars and tutorials, individual and group discussion, supervision of individual students' work, or other means by which students, whether in degree or non-degree programs sponsored by the University, derive educational benefit. An individual's entire teaching contribution shall be assessed. Evaluation of teaching shall be informed by research on teaching and learning and shall be based on the effectiveness rather than the popularity of the instructor, as indicated by, for example, command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly development of students. The methods of teaching evaluation may vary; they may include student opinion, assessment by colleagues of performance in university lectures, outside references concerning teaching at other institutions, course material and examinations, the calibre of supervised essays and theses, and other relevant considerations. When the opinions of students or of colleagues are sought, this shall be done through formal procedures. Consideration shall...
be given to the ability and willingness of the candidate to teach a range of subject matter and at various levels of instruction.
UNIVERSITY BARGAINING PROPOSAL 2013
Agreement on Conditions for Appointment of Faculty (p. 84)

5.14 Review by President

a) All recommendations to the President concerning initial appointments at or promotions to the rank of Senior Instructor, Associate Professor, Professor, or Professor of Teaching, or concerning tenure decisions, shall be reviewed by the Senior Appointments Committee and the Deputy Vice Chancellor or Provost. The Senior Appointments Committee which is a standing advisory committee established by and making recommendations to the President. At least ten (10) percent of the Senior Appointments Committee appointed by the President will hold appointments at UBC Okanagan. The Faculty Association shall nominate a member of the Committee. A Dean whose recommendations are being considered by the committee may participate in the deliberations of the committee but shall not vote on the recommendations.

University Proposal
April 4, 2013
UNIVERSITY BARGAINING PROPOSALS 2013

Doctoral Candidate Students or equivalent – new Memorandum of Agreement

MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA AND THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

Re: Appointment of Doctoral Candidate Students (or equivalent) to Teach a Course

The parties agree that doctoral candidates may hold an appointment to teach a course or courses for which a Board of Governors appointment is required. Such assignments will be made in accordance with University Policy 75, except that the student will not be appointed as a Sessional Lecturer and will not be included in the faculty bargaining unit.
MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA AND THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

Re: Roster of Mediators

The University and the Faculty Association agree to create and implement a jointly sponsored initiative for peer mediation and facilitation, primarily for interfaculty member disputes. Mediators will be experienced, respected senior faculty members and/or professors emeriti, and they will be provided with mediation/facilitation training, through a mutually agreed upon provider, for example, the Justice Institute of British Columbia, or the Law School's mediation program. The initiative will be funded jointly by the parties. The terms of reference to be mutually agreed to.
1. Article 16. Preservation of the Traditional Role of the Association

16.01 Nothing in this Agreement shall be interpreted as restricting the role of the Association in representing the interests of its members at the University. The University recognizes that this role traditionally has extended, and will continue to extend, beyond the matters to which the Agreement relates.

16.02 The University shall reduce the teaching load of the President of the Association by fifty (50) per cent or the equivalent thereof during his or her term of office without any reduction in salary or benefits. The Faculty Association may pay for a teaching release (or the equivalent) for the balance of the President’s normal teaching load.

16.03 At UBCO, the University will provide without any reduction in salary or benefits, at the request of the Association, four sections per year of teaching release (or the equivalent).

16.04 The Faculty Association may request secondment of additional faculty members from their teaching responsibilities (or equivalent) to provide service to the Faculty Association. The Faculty Association will provide, in writing, the names of these faculty members to Faculty Relations (UBCV) or Human Resources (UBCO) as appropriate, prior to May 1 of each year. The University will make every reasonable effort to accommodate the requests for secondments.

16.05 The Faculty Association will pay to the seconded faculty member’s unit $10,000 (indexed annually to general faculty salary increases) for each three credits of teaching release to cover salary, benefits and pension.

16.06 The buyout will be paid to the department/unit in a timely manner at the commencement of the academic year.

16.07 In applying the criteria for reappointment, appointment without term, promotion, and salary increases and similar benefits, the contribution made by the President of the Association and members of the Executive to the Association shall be considered to be service to the University.

2. Related Agreements

The Memoranda of Agreement dated June 13, 2011 and September 15, 2010 are terminated.

University Proposal
April 4, 2013
20 March 2013

Fran Watters
Director, Faculty Relations
University of British Columbia
242-6328 Memorial Road
Vancouver, BC V6T 1Z2

Dear Ms. Watters,

Re: Interest Arbitration – Agreed Upon Items - Library

For the purposes of refining the documentation for the upcoming Interest arbitration, I would like to confirm that we have agreement on the following proposals pertaining specifically to the Library:

- The Memorandum of Agreement re: Time between December 25 and January 1 (FA’s proposal October 24, 2012)
- Article 3 – Criteria for Appointments – specifically Article 3.02 (a) & (b), and Article 3.04 (UBC’s proposal October 23, 2012)
- Article 9: Disciplinary Measures – specifically 9.03 (b) – (UBC’s proposal of October 23, 2012).
- Other changes to the Agreement - (UBC’s proposal of October 23, 2012)
- Article 2 – Types of Appointment & Article 6 - Confirmed Appointments (other than Initial confirmed appointments) (FA’s proposal March 20, 2013).

One item that remains under dispute:

I would like to confirm that the only issue that remains under dispute concerns paragraphs 5 & 7 of the Letter of Understanding Re: Term Administrative Appointments for New Heads (FA’s proposal March 20, 2013). The rest of the Letter of Understanding has been agreed to along with the Procedures for Appointment and Reappointment of Heads in the Library as presented by the Association on March 20, 2013.

Please confirm your agreement.

Best,

Nancy Langton
President

C Deena Rubuliak, Executive Director
Allan E. Black, Q.C., Black Gropper
LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF BRITISH COLUMBIA
AND
THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

Re: Joint Consultation Committee - Library

The University and the Faculty Association (the “Parties”) agree to form a Joint Consultation Committee comprised of an equal number of representatives of each party totaling not more than eight (8) persons generally representative of the Library and including at least one General Librarian, one Administrative Librarian and one Senior Administrator. The Committee will explore models that:

- allow for and support career progression for Librarians;
- better reflect the varied and emerging roles that Librarians perform; and
- are capable of adapting to ongoing change and organizational evolution in the Library.

The Joint Consultation Committee will have considerable latitude in determining how to carry out its responsibilities understanding, however, that its recommendations will be cost assessed by the University. Among other things it will:

- consider models at other universities and best practices;
- consult widely among librarians both inside and outside the bargaining unit;
- consider how any new model might be implemented in the Library; and
- make recommendations.

The Joint Consultation Committee will begin its work September 15, 2013 (regardless of the date the main collective agreement is ratified) and will report to the University and the Faculty Association with detailed recommendations no later than September 15, 2014. Ideally, its recommendations will include specific language for proposed changes to Conditions of Appointment for Librarians.

Signed this day ____________, 2013

For the University of British Columbia: For the UBC Faculty Association:

University Proposal
April 4, 2013
3 January 2013

* Revised (11 January 2013) 

Fran Watters
Director, Faculty Relations
University of British Columbia
242-6928 Memorial Road
Vancouver, BC V6T 1Z2

Dear Ms. Watters,

Interest Arbitration – Agreed Upon Items

For the purposes of refining the documentation for the upcoming interest arbitration, I would like to confirm that we have agreement on the following items:

1. The term of the agreement: July 1, 2012 to June 30, 2014.

2. The rationalized agreement that the Parties agree to the changes to the Collective Agreement as recommended by the Joint Working Committee of the Faculty Association and UBC, adding out of the 2010 round of negotiations as set out in the Memorandum and draft rationalized agreement dated October 19, 2012, with 3 subsequently discussed (minor) changes.

As we have also agreed on a number of miscellaneous changes to the collective agreement that both parties characterized as “housekeeping,” I have captured those items in Appendix A attached to this letter. This was taken from UBC’s October 24th proposal for your ease of reference. Appendix B outlines those miscellaneous items that have not been agreed, also for your reference.

Please confirm your agreement with the items listed above.

Best,

Nancy Langton
President

C. Deena Rubulak, Executive Director
Allan E. Black, Q.C., Black Gropper
Appendix A
Miscellaneous Changes to the Collective Agreement
Agreed Items

Framework Component

1. Throughout the Collective Agreement, change “Personnel Services Committee” to “Member Services & Grievance Committee.”

2. Article 6.04 – Check-Off of Association Dues (page 9)

Change deductions from “once monthly” to “each pay cheque” in accordance with existing practice:

6.04 The University shall deduct once-monthly from the salary of each member of the bargaining unit, from each pay cheque, the amount specified in Article 6.01 above and, subject to Article 6.05 below, shall within one (1) month forward to the Association the total amount of dues collected together with a list of members of the bargaining unit from whom deductions were made in that month.

3. Article 11 - Arbitration (Interest) (page 13)

Change “Director of the Arbitration Bureau” to “Chair of the Labour Relations Board for the Province of British Columbia.”

4. Lot #3 - continues into new collective agreement with revised dates

5. Article 18 (Framework Component)/Article 14 (Faculty Component)/Article 11 (Program Directors Component) - Right of Access to CAUT. Delete.

6. Appendix A (page 29)
   a) Add Deputy University Librarian
   b) Add Associate University Librarians
   c) Revise penultimate paragraph to read “Academic administrators, including DULs and AUULs, shall enter or re-enter the bargaining unit as full-time members at the end of their administrative term.”

7. Letter of Understanding 2 (page 31) re Deputy University Librarian – Delete

Salaries and Economic Benefits Component:

8. Article 7,12 a) Benefits for Faculty Working Beyond Normal Retirement Date (pages 51-52):

In accordance with recent amendments to the Income Tax Act, change “age 69” to “age 71”, such that Art. 7.12 a) will read:

Faculty Association, 11 January 2013
a) Benefit plan coverage will continue for members who work past their Normal Retirement Date until the member receives retirement benefits, either voluntarily or as required by law (i.e., currently, under the Income Tax Act, a member must begin taking their pension at age 69.21), except as provided for in paragraphs d) and f) below.

Conditions of Appointment for Faculty Component

9. Article 10.03 – Termination and Suspension for Cause: Decision of the President

Revise the second paragraph of Article 10.03 (page 92) to read:

"Within twenty-one (21) days of receiving written notification from the President, the President and the faculty member shall meet to discuss the matter in the presence of the Dean concerned, and the Head of the faculty member’s Department and a professor holding a tenured appointment acceptable to both the President and the President of the Faculty Association. The President and the faculty member concerned shall be entitled to bring counsel or other advisors to this meeting. The Chair of the Faculty Association’s Personnel Services Member Services and Grievance Committee or the Chair’s representative shall attend the meeting."

Conditions of Appointment for Sessional Faculty Members Component

10. Article 4 – Minimum Salary Scale for Sessional Lecturers

Delete the words “The minimum monthly salary scale for Sessional Lecturers and CILT Sessional Lecturers shall be as follows”.

11. Article 14 – Expedited Grievance Procedure/Expedited Arbitrator (EA)

Amend Article 14 as follows:

**Article 14: Expedited Grievance Procedure/Expedited Arbitrator (EA)**

14.1 Issues subject to expedited grievance procedure are (1) any dispute over qualifications to teach a course, (2) any dispute over determination of length of service, (3) any dispute concerning benefits, and (4) any dispute over placement on a salary scale.

14.2 Grievance hearings shall be scheduled within two (2) weeks of the notification to the Associate Vice-President, Human Resources or Director of Faculty Relations or Human Resources designate.

14.3 The location of the hearings is to be agreed by the Parties.

14.4 The Parties will each prepare and submit to the EA Arbitrator a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.

14.5 The Parties may make oral submissions, but each party’s submission shall be limited to 30 minutes. The Parties agree to make limited use of authorities during their oral submissions.

14.6 Prior to rendering a decision, the EA Arbitrator may require the production of documents he/she deems relevant to the grievance.

Faculty Association, 11 January 2013
14.6.2 examine any witnesses he/she deems relevant to the grievance;
14.6.3 exercise authority over matters listed in 14.1 of this Agreement;
14.6.4 assist the Parties in mediating a resolution to the grievance. Where
mediation fails, or is not appropriate, a decision shall be rendered as
contemplated herein.
14.7 The EA Arbitrator shall render a decision by selecting either of the proposed
resolutions submitted by the Parties, or by fashioning a resolution that he/she
considers reasonable, just, and equitable in the circumstances. The decision of
the EA Arbitrator shall be final and binding on both Parties.
14.8 The decision of the EA Arbitrator may be rendered orally at the conclusion of
the hearing or in writing within two (2) working days of the hearing. Any
written decision shall be limited to two (2) pages.
14.9 All decisions of the EA Arbitrator are to be limited in application to that
particular dispute and are without prejudice. These decisions shall have no
precedential value and shall not be referred to by either party in any
subsequent proceeding.
14.10 The EA Arbitrator shall be drawn from a panel of three (3) people whose
appointment shall be by agreement of the Faculty Association and the
University.

12. Article 16 - Effect of Other Agreements (page 137) - Delete

13. Articles 17 - Application (pages 137-8)

   a. 17.1, 17.4, and 17.6 - delete
   b. Delete Article 17.2 and add CTLT faculty to the definition in Article 1.2:

      "Sessional Faculty Member" means a Faculty Member appointed by
the Board of Governors to teach credit course(s), full-time or part-time, or to
perform related duties such as course coordination or laboratory supervision,
for a period of less than twelve (12) months, including Sessional Faculty
Members in the Centre for Teaching, Learning, and Technology (CTLT).

for Sessional Faculty Members - Calculation of Length of Service

Amend Appendix A as follows:

The following provides the current application of length of service using FTE months only to
the relevant articles in the Agreement:

<table>
<thead>
<tr>
<th>Article</th>
<th>FTE Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Continuing Appointments</td>
<td>12 FTE months = 1 year</td>
</tr>
<tr>
<td>4. Assessment of length of service</td>
<td>FTE months only</td>
</tr>
<tr>
<td>4.4 and 6.1 Length of service as a determining factor in reappointment</td>
<td>FTE months only</td>
</tr>
</tbody>
</table>

Faculty Association, 11 January 2013
10.7 Non-renewal of continuing appointments | 12 FTE months = 1 year
---|---
12. Eligibility for other appointments | FTE months only
16.2 Application 1.2 Sessional Faculty Members in CTE | Per student-credit as per Article 4 Salary & Economic Benefits MGA
 | effective 15 May 2002
16.3 Calculation of vacation pay | 8 FTE months = 1 year

Additional Applications outside of this Agreement

For purposes of placement on the salary scale | 8 FTE months = 1 year

**Date of this day the 22nd day of January, 2004**

**15. Appendix B – Memorandum of Agreement re Tutors in the Centre for Teaching, Learning and Technology**

a) Delete all of Appendix B except for paragraphs (c), (d) & (f)
b) Move paragraphs (c) & (d) to Salaries & Economic Benefits, Article 4 (Minimum Salary Scale for Sessional Lecturers) as last two paragraphs

c) Move paragraph (f) to Article 7.11 (Salaries & Economic Benefits) as last paragraph in the Article.

**Reduced Appointments Component**

**16. Article 8 [page 148]**

Delete 8.01 and re-number Articles 8.02 and 8.03:

**8.01 Term of the Agreement**

This Agreement will continue in force from the date of signing until June 30, 2000, and thereafter until terminated as in 8.02 or amended as in 8.03.

**8.0102 Termination of the Agreement**

This Agreement may be terminated by either party on or after June 30, 2000, provided one year’s written notice was given to the other party. If this Agreement is terminated, that termination will have no effect on members holding appointments under this Agreement; those appointments will continue to be governed as if this Agreement were in effect.

**8.0203 Amendments to the Agreement**

Amendments to this Agreement may be made by agreement of the Parties at any time.
Appendix B

Miscellaneous Changes to the Collective Agreement

Items Not Agreed

From UBC’s October 24th Proposal:

Conditions of Appointment for Faculty Component

2. Article 3.06 a) – Assistant Professor (page 71)

In accordance with the revision in the last negotiations which removed the language of Senior Instructors to be promoted to the professorial rank, omit language of promotion to the rank of Assistant Professor:

a) Appointment at or promotion to the rank of Assistant Professor normally requires completion of academic qualifications, and evidence of ability in teaching and scholarly activity. Evidence will ordinarily be required to demonstrate that the candidate for an appointment or promotion is...

Conditions of Appointment for Sessional Faculty Members Component

3. Consequential Amendment – Table on page 51, Agreement on Salaries and Benefits, Article 7.11

Move table and introductory language (“The following scale provides the four (4) month salary minimum per step on the salary scale”), with footnote, to Article 4, Agreement on Salaries and Benefits, following “Minimum Salary Scale” table.

From the Faculty Association’s October 24th proposal:

Framework for Collective Bargaining

1. Changes to Appendix A as follows:

- Remove “faculty members appointed to the University’s bargaining team”

Leaves of Absence

2. Amend Article 2 (Study Leave) to read:

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.

Faculty Association, 11 January 2013
Memorandum of Agreement

Between

The University of British Columbia

And

The Faculty Members of the Faculty of Commerce and Business Administration (Sauder School of Business)

Point Grey Commerce Faculty Association

Subsidiary Agreement

Pursuant to Article 9 of the Agreement on the Framework for Collective Bargaining between the University and the Faculty Association of the University of British Columbia ("the Faculty Association"), the University and the Faculty Members of the Faculty of Commerce and Business Administration (Sauder School of Business) enter into a subsidiary agreement on February 22nd, 2012 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 22nd day of February, 2012

For the University of British Columbia:

[signature]

Frances R. Watters
Director, Faculty Relations

For the UBC Point Grey Commerce Faculty Association:

[signature]

Darren Dahl,
President