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THE UNIVERSITY OF BRITISH COLUMBIA

# Collective Agreement

# Between

# The University of British Columbia

# and

# The Faculty Association of

# The University of British Columbia

## July 1, 2025 to June 30, 2029

UNIVERSITY OF BRITISH COLUMBIA FACULTY ASSOCIATION

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PREFACE June 15, 2026

Dear colleagues

We are pleased to provide you with the Collective Agreement between the University of British Columbia and the Faculty Association for the period July 1, 2025 to June 30, 2029.

This Collective Agreement replaces the Collective Agreement for the period July 1, 2022 to June 30, 2025.

The Collective Agreement defines rights of members and is essential reading for members of the Faculty Association and administrators alike in such critical activities as consideration for promotion and tenure, collective bargaining between the Association and the University, and the proper conduct of grievances.

The Collective Agreement should be read in conjunction with other documents including:

1. The UBC repository of Board of Governors policies, procedures, rules, and guidelines, available online at https://universitycounsel.ubc.ca/board-of-governors-policies-procedures-rules-and-guidelines/policies, and

2. Publications from Human Resources that provide details about benefits, which can be found in the benefits section of the UBC Human Resources website.

If you have questions about the interpretation or implementation of the Collective Agreement, please contact either:

Faculty Association
faculty.association@ubc.ca
604-822-3883

Or

Faculty Relations at UBC Vancouver
604-827-1010
ubcfrel-g-admin@mail.ubc.ca

Human Resources at UBC Okanagan
250-807-9839

Sincerely,

Dory Nason
President
Faculty Association

Benoit Anton-Bacon
President & Vice-Chancellor
The University of British Columbia

## PART 1: FRAMEWORK FOR COLLECTIVE BARGAINING

THE UNIVERSITY OF BRITISH COLUMBIA and the FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

DESIRING to promote fair and proper economic conditions and terms of appointment for Faculty Members, Librarians, and Program Directors at The University of British Columbia;

RECOGNIZING that the University is a community of scholars whose essential functions are the pursuit and dissemination of knowledge and understanding through research and teaching and that academic freedom is essential to carrying out these functions;

BEING DETERMINED not to interfere with that academic freedom;

CONFIRM THAT the members of the University enjoy certain rights and privileges essential to the fulfillment of its primary functions: instruction and the pursuit of knowledge. Central among these rights is the freedom, within the law, to pursue what seems to them as fruitful avenues of inquiry, to teach and to learn unhindered by external or non-academic constraints, to engage in full and unrestricted consideration of any opinion. This freedom extends not only to the regular members of the University but to all who are invited to participate in its forum. Suppression of this freedom, whether by institutions of the state, the officers of the University or the actions of private individuals, would prevent the University from carrying out its primary functions. All members of the University must recognize this fundamental principle and must share responsibility for supporting, safeguarding and preserving this central freedom. Behaviour which obstructs free and full discussion, not only of ideas which are safe and accepted but of those which may be unpopular or even abhorrent, vitally threatens the integrity of the University's forum. Such behaviour cannot be tolerated;

AND HAVE AGREED AS FOLLOWS:

### Article 1. Interpretation

1.01 "Collective Agreement" means
Part 1: *Framework for Collective Bargaining*;
Part 2: *Salaries and Economic Benefits*;
Part 3: *Leaves of Absence*;
Part 4: *Conditions of Appointment for Faculty*;
Part 5: *Conditions of Appointment for Librarians*;
Part 6: *Conditions of Appointment for Program Directors in Extended Learning*;
Part 7: *Conditions of Appointment for Sessional Lecturers*;

Part 8: *Reduced Appointments*; and
Part 9: *Termination or Non-Renewal of Faculty Appointments for Financial Exigency*.

"Academic unit" means a Faculty, a Department, the Library, Extended Learning, a School, or equivalent body;

"Association" means the Faculty Association of The University of British Columbia;

"Days" means calendar days, excepting statutory holidays;

"Executive" means the Executive of the Faculty Association of The University of British Columbia;

"Faculty Association representative" means a person authorized by the Association to represent its members;

"Faculty Member" means any person having an appointment from the Board of Governors of The University of British Columbia as Sessional Lecturer, Lecturer, Assistant Professor of Teaching, Associate Professor of Teaching, Professor of Teaching, Acting Assistant Professor, Assistant Professor, Associate Professor, or Professor;

"Head" means the Head or Director of an academic unit or the equivalent position in Institutes and Schools;

"Librarian" means a person appointed as a librarian or an archivist;

"Member" means member of the Faculty Association bargaining unit;

"Parties" means The University of British Columbia and the Faculty Association of The University of British Columbia;

"Member Services & Grievance Committee" means the Member Services & Grievance Committee of the Association;

"Part-time" means that, whatever the term of the appointment, the appointee has university duties that are fewer than those normally expected of full-time faculty members;

"President" means the President of The University of British Columbia;

"Provost" means the Provost at the appropriate campus, or their delegate;

"Salary" means compensation which is received by members of the

bargaining unit and which is subject to negotiations between the Parties and/or arbitration;

"Subsidiary Agreement" means an agreement between the University and the Association concerning members of an academic unit made in accordance with Article 9.02; and

"University" means The University of British Columbia.

1.02 Wherever in this Agreement the singular is used, the reference shall include the plural where the context so requires.

## Part A – Association Recognition Rights

### Article 2. Bargaining Unit

2.01 a) The bargaining unit shall consist of all persons appointed on a full-time or part-time basis as a Faculty Member, Librarian, Program Director in Extended Learning, or equivalent position.

b) A person shall not cease to be a member of the bargaining unit if their employment by the University is changed from full-time (tenured or confirmed appointment) to part-time (tenured or confirmed appointment).

2.02 The Parties may from time to time agree to include additional persons in, or exclude persons from, the bargaining unit (see List of Exclusions in Appendix A).[1]

### Article 3. Bargaining Agent

3.01 The University recognizes the Association as the sole collective bargaining agent for all members of the bargaining unit. Further, it is recognized by the Parties that the ratification of the document (letter dated November 10, 1999, from Vice President Academic and Provost to the President of the Association) by the Parties had the effect of voluntarily recognizing the Faculty Association under the Labour Relations Code.

### Article 4. No Discrimination

4.01 There shall be no discrimination regarding any term or condition of employment by reason of sex, sexual orientation, gender identity or expression, age, race, Indigenous identity, colour, ancestry, place of

[1] See also Letter of Understanding 1 Re: Exclusion of New Position(s) from Faculty Bargaining Unit

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), 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 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.

## Article 5. Recognition of Representatives

5.01 The University shall recognize the President of the Association and members of the Executive, or persons designated by the Executive, for the purpose of relations between the University and the Association arising out of this Agreement.

## Article 6. Check-Off of Association Dues and Membership Information

6.01 The University shall make it a condition of employment of members of the bargaining unit that each such member shall pay either to the Association or to a recipient agreed upon annually by the University and the Association an amount equal to the membership dues in the Association fixed annually in accordance with its Constitution.

6.02 The University shall honour a written assignment of salary of a member of the bargaining unit except where the assignment is revoked by the assignor.

6.03 The assignment pursuant to Article 6.02 shall be substantially in the following form:

"To The University of British Columbia: Until this assignment is revoked by me in writing I hereby authorize you to deduct from my salary a sum equal to the membership dues in the Faculty

Association fixed annually in accordance with its Constitution, and to pay that sum to the Faculty Association or to a recipient agreed upon by the University and the Association."

6.04 The University shall deduct 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

6.05 Where a member of the bargaining unit objects to membership in the Association and directs the University not to pay to the Association the amount equal to the membership dues that have been deducted from their salary in accordance with Article 6.04 above, such amount shall be paid to the recipient specified in Article 6.01 above.

6.06 The University shall carry out its obligations under Articles 6.01 and 6.04 above to the extent that it has the lawful right to do so.

6.07 Recognizing the rights of members of the bargaining unit to protection of privacy and access to personal information, the University and the Association agree:

a) The University shall provide the Association with a list of members and basic employment information in an electronic form on a monthly basis (the FACSNAP report). The Association will use this information in a manner consistent with its duties under the *Labour Relations Code*, and its responsibilities under the *Personal Information Protection Act*.

b) The University will provide an end-of-the-year accounting of the base salary and all of the salary increases earned by every continuing member.

## Article 7. Personnel Files

7.01 The personnel file for a Faculty Member is comprised of confidential files residing in the offices of the Head, the Dean and Faculty Relations or Human Resources, any of which may be used in decisions regarding terms and conditions of employment of the member.

7.02 The personnel file of each member shall contain only material pertaining to the member's employment and may include, but shall not be limited to, the member's curriculum vitae, offer letters,

teaching evaluations, letters of reference and appraisal, compensation and work history, disciplinary material, recommendations and decisions about reappointment, tenure, or confirmation, promotion or continuing status, and letters concerning personnel decisions involving the member.

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

7.03 Anonymous or unsolicited complaints or concerns, other than student evaluations of teaching, will not form part of the personnel file unless they have given rise to investigation and/or verification.

7.04 The University shall endeavour to inform the member within sixty (60) days of any negative material which is added to the member's file outside a formal review process and without the knowledge of the member.

7.05 A member shall have the right, during normal business hours and upon reasonable notice, to view all of the material in their own file, other than confidential letters of appraisal and reference, at a mutually convenient time. This review must be carried out in the presence of a person designated by Faculty Relations or Human Resources. Members shall be required to provide identification before access to the personnel file is granted.

7.06 The member shall not remove the file nor its contents from the office but may, on written request, receive a copy of any document in the personnel file, with the exception of confidential letters of reference and appraisal.

7.07 The member shall have the right to have included in their file any written comments on the accuracy, relevance, meaning or completeness of any of the contents of the file.

## Part B – Collective Bargaining

### Article 8. Duty to Bargain in Good Faith

8.01 The Parties shall bargain in good faith and shall make every reasonable effort to conclude a renewal of the Collective Agreement.

### Article 9. Procedures for Collective Bargaining

9.01 a) A Party may, by written notice given no earlier than January 1 and no later than March 1 prior to the expiry date of the Collective Agreement, call upon the other Party to enter into collective bargaining.

b) If notice is given pursuant to Article 9.01(a), collective bargaining shall commence on or after March 1 in the final year of the term of the Collective Agreement.

9.02 When the Association authorizes the members of an academic unit to bargain for a Subsidiary Agreement, it shall notify the University of such authorization and of its scope no later than October 15 of the year preceding the expiry date of the Collective Agreement. A copy of an authorization signed by the President of the Association shall be sufficient evidence of the authority of the members of an academic unit to enter collective bargaining for a Subsidiary Agreement.

9.03 Where authorization has been made for the negotiation of a Subsidiary Agreement in accordance with Article 9.02 above the Parties shall first bargain these agreements, beginning no earlier than January 1 in an effort to conclude agreements by March 31 or such other dates as agreed by the Parties. A Subsidiary Agreement shall not contain a provision for collective bargaining to change any part of the Subsidiary or overall Collective Agreement during the term of the Collective Agreement.

The Parties then shall bargain collectively to conclude a Collective Agreement including:

a) any matters affecting only a Subsidiary if applicable; and

b) those parts of the Collective Agreement applicable to all members of the bargaining unit including the term of the Agreement.

9.04 a) The negotiations under this Article shall not be concluded until the University has been officially notified of the operating grant allocated to it by the Province of British Columbia.

b) If agreement has not been reached on the Collective Agreement within six (6) weeks of the receipt by the University of official notification of the operating grant allocated to it, or another date agreed to by the Parties, the matters in dispute shall be submitted to arbitration in accordance with Article 11.

9.05 Joint Consultation

a) The parties agree to establish a consultation committee, which

shall meet regularly in accordance with Section 53 of the *Labour Relations Code*.

b) On the request of either party, the parties must meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

**Article 10. Request for Funds**

10.01 The University agrees to use its best efforts to obtain the funds needed to meet its obligations incurred in accordance with this Agreement.

**Article 11. Arbitration (Interest)**

11.01 a) The members of the Arbitration Board to act under Article 20 below shall be chosen by agreement of the Parties from the panel established pursuant to Article 20.09 below, provided that if one or more of the persons so selected from the panel cannot serve, the Parties shall agree to appoint to the Board a person or persons who are not on the panel. If the Parties are unable to agree on the members of the Board within fourteen (14) days of the commencement of meetings to choose them, either Party may request the Chair of the Labour Relations Board for the Province of British Columbia to make the necessary appointment or appointments to complete the membership of the Board. The chair of the Board shall be chosen from among its three members by agreement of the Parties, provided that if the Parties are unable to agree on a chair within one (1) week of the appointment of the three members of the Board, they shall request the said Director to appoint the chair.

b) No person shall serve as a member of the Arbitration Board who is or has recently been a Faculty Member or other employee of the University.

c) No member of the Arbitration Board shall act as an advocate of either Party.

11.02 a) The Arbitration Board shall take office within one (1) week of its having been constituted.

b) The Parties shall submit to the Arbitration Board the items on which agreement has not been reached.

c) The Arbitration Board shall hold one or more hearings with the Parties in order to give them the opportunity to make such written and oral representations as they desire.

d) The Arbitration Board shall complete the hearings with the Parties within twenty (20) days of taking office and shall deliver an award within fourteen (14) days of the completion of the hearings.

e) In making its award, the Arbitration Board shall give first consideration to the University's ability to pay the cost of an award from its general-purpose operating funds. In doing so, with due regard to the primacy of the University's academic purpose and the central role of Faculty Members, Librarians and Program Directors in achieving it, the Arbitration Board shall take account of the University's need to preserve a reasonable balance between the salary of members of the bargaining unit and other expenditures. If the Arbitration Board is satisfied that the University has the ability to pay the cost of an award, it shall base its award on the following criteria:

   i) the need for the University to maintain its academic quality by retaining and attracting Faculty Members, Librarians, and Program Directors of the highest caliber;

   ii) changes in the Vancouver and Canadian Consumer Price Indices;

   iii) changes in British Columbian and Canadian Average Salaries and Wages; and

   iv) salaries and benefits at other Canadian universities of comparable academic quality and size.

f) The Arbitration Board shall use its best efforts to achieve a unanimous award.

g) Subject to the above provisions, the provisions in Article 20.08 apply to arbitration under Article 11.

11.03 The award of the Arbitration Board whether it be unanimous or by a majority shall be final and binding on both Parties.

11.04 The expenses of the arbitration shall be borne equally by the University and the Association, provided that where arbitration is initiated by the members of an academic unit in accordance with Article 9 and the Association does not take part in the proceedings, the expenses shall be borne by the University and the members of the academic unit concerned.

## Article 12. Prohibition of Strikes and Lockouts

12.01 For the purpose of this Article:

"Strike" includes a cessation of work, or a refusal to work, or a refusal to continue to work, or an act or omission that is intended to, or does, restrict or limit services by members of the bargaining unit in combination or in concert, or in accordance with a common understanding; and

"Lockout" includes the closing of the University or of any of its facilities, a suspension of the work of members of the bargaining unit, or a refusal to continue to employ a number of members of the bargaining unit.

12.02 The Association shall not declare, authorize, ratify, or in any way participate in a strike of members of the bargaining unit while the Collective Agreement continues to operate, and no member of the bargaining unit shall strike during the period.

12.03 The University shall not lock out members of the bargaining unit while the Collective Agreement continues to operate.

12.04 There will be no disciplinary action against any member who, as a matter of conscience, chooses not to cross a picket line at the workplace when that picket line has been established pursuant to a labour dispute.

# PART C – Rights and Practices

## 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 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.

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

13.02 Principles Governing the Assignment of Workload

The University is committed to:

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

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

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

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

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.

f) workload allocation that takes into consideration adequate time for faculty to perform their responsibilities in scholarly activity (as defined in Part 4, Article 4.03) and educational leadership (as defined in Part 4, Article 4.04), including recognition that both educational leadership and scholarly activity are demanding and important.

g) meaningful consultation with the Association when proposing new enterprise systems that could significantly affect members' workloads.

13.03 Unit Workload

a) Each unit shall develop workload guidelines through collegial consultation which shall be communicated to members of the

unit annually and which address at least the following: the normal assigned workloads for members of the unit; normal releases for service; and procedures for ensuring equity in assigned workloads.

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

c) Prior to finalizing workloads, the Head shall offer the opportunity for members of the unit to provide their views and relevant information pertaining to their workloads.

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

e) When the Head assigns teaching, they will consider the amount of work in the particular courses assigned, including factors such as class size, course and assessment design, new-course design, administrative or assessment responsibilities, 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.

g) After the workload assignments for a given academic year have been finalized, the Head shall provide each member of the unit with a list outlining the assigned courses and the annual, major, unit service assignments.

## Article 14. Non-Interference with Rights under Agreement

14.01 The University shall not impose any condition upon the appointment of a Faculty Member or member of the bargaining unit that would restrain that person from exercising rights under the Collective Agreement or any Subsidiary Agreement.

## Article 15. Allocation of Discretionary Funds

15.01 The limitations on the right of the University to bargain separately with individual members of the bargaining unit imposed by the Collective Agreement shall not be interpreted as placing any

restriction on the discretion of the University to allocate additional discretionary funds placed at its disposal, as a result of the Collective Agreement, for dealing with retention, inequities and anomalies in salaries of members of the bargaining unit.

15.02 The University may allocate funds for dealing with retention, to an amount not exceeding 0.20% of the salaries of those who were members of the bargaining unit on June 30 of the preceding academic year and who continued to be such members on July 1 immediately following.

15.03 Prior to allocating funds provided for in Article 15.02 above, the President or designate shall inform the President of the Faculty Association in confidence of the name of the intended recipient, the increase to be received, and of the rationale for it. A list of those faculty members who are awarded retention shall be distributed individually to all members of the unit.

## Article 16. Preservation of the Traditional Role of the Association

16.01 Nothing in the Collective 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 Collective Agreement relates.

16.02 a) The University shall reduce the teaching load of the President of the Association and a Faculty Association representative on the Okanagan campus by fifty (50) per cent or the equivalent thereof during their term of office without any reduction in salary or benefits.

b) The Faculty Association may secure secondment of additional faculty members, librarians, or program directorsfrom 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.

c) The Faculty Association will pay to the seconded faculty member's unit $12,000 per 3-credit course release or an equivalent sum for the secondment of Librarians, Archivists, or Program Directors.

16.03 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.

## Article 17. Preservation of Past Rights and Practices

17.01 Subject to the Collective Agreement or any amendments thereto the University agrees not to change rights of or practices relating to Faculty Members or members of the bargaining unit that traditionally have been the subject of consultation and discussion without appropriate consultation and discussion at the Departmental, Faculty or University level.

## Article 18. Liability Insurance

18.01 The University shall provide insurance coverage in respect of the liability of members acting within the scope of their normal course of employment, to the extent provided by the University, College and Institute Protection Program (UCIPP) policies.

18.02 A copy of the policies of insurance, as amended from time to time, shall be provided to the Association.

18.03 Responsibility for the management of any claim covered by the University's insurance policies rests solely with the Insurer.

## Article 19. Retirement

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

19.02 A member may retire on or prior to the Normal Retirement Date in accordance with the provisions in Article 19.04.

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

19.04 Except as provided in the Letter of Understanding 2 on Retirement Options, a member shall give notice of retirement well in advance, which will normally be twelve months and preferably eighteen months before retirement.

## Part D – Grievances and Settlement of Disputes

## Article 20. Grievance and Arbitration Procedures

20.01 Definitions

"Faculty Association representative" means a person authorized by the Association to represent its members;

"Grievance" means a dispute between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement including a question as to whether a matter is arbitrable, which may be initiated at Step 1 of the grievance procedure;

"Grieving Party" means the Association or the University depending on which party initiated the grievance; and

"Written grievance" is the document described at Step II of the grievance procedure.

20.02 Informal Resolution

a) Nothing in the Collective Agreement shall prevent a member discussing any matter of concern informally with the Head or other appropriate University designate or vice versa. Such discussion shall not constitute a grievance.

b) Nothing in the Collective Agreement shall prevent a member of the bargaining unit from seeking advice and representation from the Faculty Association at any time nor shall the University or any of its representatives through intimidation, threats of termination of appointment, or by any other kind of threat, seek to prevent a member from doing so.

c) The use of informal means to settle disputes shall not affect the right of the Faculty Association to invoke the formal grievance procedures in Article 20.03.

20.03 Formal Grievance

Step I

a) A Grievance is initiated at Step I when either the Association or the University discusses a dispute or potential dispute with the other party and advises to other that the grievance procedure is being initiated

b) After the Association becomes involved in a grievance, the

University's representatives will not enter into discussions or negotiations with respect to the grievance or complaint, either directly or indirectly, with the member without the consent of the Association.

Step II

c) If the dispute is not resolved at Step I, either the Association shall submit a written grievance to the relevant Provost with a copy to the appropriate Faculty Relations/Human Resources representative or the University shall submit a written grievance to the President of the Association with a copy to the Executive Director. Any such grievance shall be submitted within 60 calendar days of the date that the grieving party becomes aware or should reasonably have become aware of the facts giving rise to the grievance. The written grievance shall set out:

   i) the Article of the Collective Agreement alleged to have been violated, or other basis for the grievance, and the nature of the violation;
   ii) a brief statement of facts; and
   iii) the remedy or correction sought;

d) If the grievance relates to discipline, the Association shall initiate a grievance at Step II within 30 calendar days of when notice of the discipline was received by the Association.

e) Within 15 calendar days of receiving a written grievance at Step II, the parties shall meet with an aim of resolving the dispute (the "Step II Meeting").

f) Within 30 calendar days of the Step II Meeting, the party receiving the grievance shall provide a written reply (the "Step II Reply"), stating:

   i) whether the grievance is accepted or denied; and
   ii) if the grievance is denied, the University shall provide sufficient reasons to support the denial.

Step III

g) If the dispute remains unresolved at Step II, either party may submit the grievance to arbitration within 30 calendar days of the earlier of:

   i) receiving the Step II Reply, or;
   ii) the date on which the Step II Reply was due.

20.04 Grievance Initiated at Step II

Nothing in this Article shall be interpreted as preventing the Faculty Association from initiating a grievance at Step II.

20.05 Faculty Association Representatives and Legal Counsel

a) The Association shall annually provide to the University a written list of representatives, with updates as required on a timely basis.

b) A representative of the Association shall be present at all stages of the formal grievance and arbitration procedures. No party may be accompanied by or represented by legal counsel during any stage of the grievance procedure except arbitration unless mutually agreed by the parties.

20.06 Arbitration Board

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

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

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

20.07 Parties

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

20.08 Board Procedures

a) Not less than thirty (30) days before the arbitration hearing is scheduled to commence, the Parties shall exchange complete particulars of their respective cases, including the production of documents, names of witnesses, and summaries of their expected testimony if available.

b) Not less than ten (10) days before the hearing is scheduled to commence each Party shall provide to the other:

   i) the documents to be introduced in evidence;

   ii) a list of witnesses and a summary of their expected testimony.

c) The Arbitration Board has the discretion, on such terms as it sees fit, to admit evidence or hear testimony not exchanged under (a) or (b).

d) At any time before a hearing commences the Arbitration Board may, on the application of either Party, issue directions for a pre-hearing conference to define and settle issues to be dealt with at the hearing, obtain admissions and agreed statement of facts and resolve any other issues prior to the hearing.

e) When evidence is being exchanged in advance of a hearing or tendered during a hearing and the evidence was originally supplied on the understanding that the name of the person from whom it was obtained would not be disclosed, the substance of that evidence shall be made known without disclosing its source.

f) The Arbitration Board shall conduct its proceedings in private.

g) The representatives of the Association and the University and their counsel or other advisors shall be entitled to be present or represented at all meetings of the Arbitration Board at which evidence is presented orally. The Association and the University shall be given the opportunity to present evidence to the Board concerning matters within the Arbitration Board's jurisdiction and to cross-examine each other's witnesses and witnesses called by the Arbitration Board.

h) If at any time when a dispute is before the Arbitration Board, a resolution of the dispute satisfactory to the Parties is reached the Arbitration Board shall take no further action except that contemplated by the settlement.

i) Without derogating from paragraphs (a) to (h), the Arbitration Board may adopt such other rules and procedures as it sees fit.

20.09 Decisions of the Board

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

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

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

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

20.10 Clarification of Board Decision

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

20.11 Arbitration Costs

Each party shall bear:

a) its own fees, expenses and costs;

b) the fees and expenses of a member of an arbitration board that is appointed by or on behalf of that party; and,

c) equally the fees and expenses of the chair of the arbitration board or a single arbitrator.

20.12 Technical Objections to Grievances

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

20.13 Amending the Time Limits

All dates and times in this Article may be varied by mutual written consent of the parties prior to the expiry of a time limit.

## Part E - Final Clauses

### Article 21. Extension of Time Limits

21.01 The time limits specified in this Agreement may, unless otherwise provided, be varied by agreement of the Parties.

### Article 22. Ratification of the Collective Agreement

22.01 Ratification by the Association requires:

a) a majority vote of those voting in the group which is covered by a Subsidiary Agreement; and

b) a majority vote of those voting in the entire bargaining unit on the entire Collective Agreement

### Article 23. Entry into Force

23.01 This Agreement shall enter into force upon signature by the President of the University and the President of the Faculty Association following ratification of the Agreement by the Board of Governors of the University, and ratification by the Association in accordance with Article 22 above.

### Article 24. Copies of the Agreement

24.01 The University shall provide, at its own cost, the Association with one hundred and fifty (150) printed copies of this Agreement as well as an online copy of the Collective Agreement and any amendments that may be made thereto. The University shall provide two (2) printed copies of the Collective Agreement to every unit and one (1) printed copy to each member of DAC and SAC committees. The University will also provide printed copies of the Collective Agreement to individuals upon request.

### Article 25. Duration of this Agreement

25.01 The Collective Agreement shall be in force from July 1, 2025 until June 30, 2029 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.

### Article 26. Amendments

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

## APPENDIX A

### Exclusions from the Bargaining Unit

The President of the University
The Vice Presidents of the University
The Deputy Vice Chancellor and Principal
The Provosts
Associate Vice Presidents of the University
Associate Provost
Senior Advisors to the President
Deans and Principals of Faculties or equivalent units
Vice Deans of the Faculty of Medicine and equivalent positions
Associate Deans, Associate Principals and equivalent positions
The University Librarian
Deputy University Librarian
Associate University Librarians
Faculty members holding visiting appointments

Faculty members, including Deputy University Librarians and Associate University Librarians, excluded from the bargaining unit to serve as academic administrators shall enter or re-enter the bargaining unit as full-time members at the end of their administrative term. They will not lose any previously accrued rights and privileges and their employment in the bargaining unit is deemed to be continuous. An academic administrator appointed to the University's negotiating committee for collective bargaining whose administrative appointment terminates during a round of bargaining, may, if the University desires, remain on the University's bargaining team, and thus on Appendix A, until the end of round of bargaining.

## APPENDIX B

## LETTER OF UNDERSTANDING 1
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Exclusion of New Position(s) from Faculty Bargaining Unit**

Pursuant to Article 2 of Part 1: *Framework for Collective Bargaining*, the Parties agree the Office of Faculty Relations of the University will endeavour to provide the Faculty Association with timely notice where the University intends to create a new position that it proposes will be excluded from the Bargaining Unit represented by the Faculty Association. As part of this notification, the Office of Faculty Relations will provide the job description for the position and, if applicable, the name of the faculty member who will fill the position. The Faculty Association will provide a timely response to the University regarding the proposed exclusion. The Parties will meet to discuss the proposed exclusion at the request of either Party.

After reaching agreement about a proposed new excluded position, the Parties will add that position to Appendix A of Part 1: *Framework for Collective Bargaining*. In the event there is no agreement on the exclusion, the University reserves its right to exclude the position and the Parties are at liberty to seek resolution using the appropriate legal channels.

## APPENDIX C

## LETTER OF UNDERSTANDING 2
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Retirement Options**

**1. Processes to Support Retirement**

1.01 Part 8: *Agreement on Reduced Appointments* remains unchanged, except as modified by this Letter of Understanding.

1.02 The University will supplement current retirement counselling with:

a) Retirement workshops for members who are at least 55 years old, and their spouses; and

b) Individual counselling with a University-approved financial consultant, up to a maximum of $750.

**2. Retirement Options: Phased-in Retirement Appointment, Part- time Appointment, Reduced-Scope Appointment, or Study Leave Transition to Retirement**

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 may elect to participate in one of four retirement options: (1) phased-in retirement; (2) part-time appointment; (3) reduced-scope appointment; or (4) study leave transition to retirement.

The member must give advance notice of their intention to elect a retirement 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.

Notice by a member to enter into a retirement option constitutes irrevocable notice to retire.

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

2.03 The Retirement Options have been implemented as of May 15, 2007, and are hereby renewed to June 30, 2029. Beginning January 2014, the parties agree to annually review the results in light of its purpose and reach a resolution on any future options.

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

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

a) There will be no further accrual of service towards study leave eligibility once notice to enter into a Retirement Option has been given;

b) Where a member may be eligible for a study leave, it must be planned before entering into a Retirement Option and completed within the time of the option;

c) There must be the equivalent of at least one year of full-time service between the end of the study leave and retirement except in the case of a member choosing Option 4 study leave transition to retirement; and

d) Salary paid during the study leave will be as provided for in Article 2.01(b) of Part 3: *Leaves of Absence* except in the case of a member choosing Option 4 study leave transition to retirement.

2.06 Option 1: Phased-in Retirement

a) A member may elect to take a phased-in retirement. The Phased-in Retirement Option is for a maximum of three years in total, at the election of the member (the notice period is in addition to this).

b) A member who elects to take the Phased-in Retirement Option must continue to perform the full scope of duties, which will be reduced in percentage of time in each year.

c) Salary during a phased-in retirement appointment is commensurate with percentage of workload performed.

d) During a phased-in retirement appointment, the member's workload will decrease over three years to 75%, 50% and 33-1/3%. The duration and workload can be modified by mutual agreement of the member and the Head, provided the minimum level of workload is 33-1/3%.

e) Benefits provided during the phased-in retirement appointment are as provided for in the Agreement on Reduced Appointments, except that where the load, by agreement, is between 33-1/3% and 50%, benefits shall be maintained as if the appointment were 50% or higher.

f) The maximum period for a phased retirement appointment is three years (the notice period is in addition to this). The retirement date can be shortened with at least six months' notice provided on either June 30 or December 31 but can only be extended by mutual agreement of the Member and the Head.

2.07 Option 2: Part-time Appointment

a) A member may elect to take a part-time appointment. The Part-time Appointment Option is for a maximum of four years in total (the notice period is in addition to this).

b) A member who elects to take the Part-time Appointment Option must continue to perform the full scope of duties at 50% of full-time workload. Members may, in consultation with the Head, choose from a range of load-options, from full-time/partial-year to part-time/full-year. The Head will make a reasonable effort to accommodate the requests for load-options.

c) A part-time appointment with a workload between 51% and 80% requires mutual agreement of the member and the Head.

d) The maximum period for a part-time appointment is four years. The retirement date can be shortened with at least six months' notice provided on either June 30 or December 31 but can only be extended by mutual agreement of the member and

the Head.

e) Salary during a part-time appointment is commensurate with percentage of workload performed.

2.08 Option 3: Reduced-Scope Appointment

a) A member may request a reduced-scope appointment. The Reduced-Scope Appointment Option is for a maximum of one year (the notice period is in addition to this).

b) A reduced-scope appointment provides for a full-time appointment with a reduced scope of duties where the member can request a reduction in their contribution in up to two areas of duties, and possibly increase it in others. Members on a reduced appointment in accordance with Part 8: Reduced Appointments may continue to work at the same percentage of workload specified in their reduced appointment arrangement.

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 maximum period for a reduced-scope appointment is one year. The retirement date can be shortened with at least six months' notice provided on either June 30 or December 31 but can only be extended by mutual agreement of the member and the Head.

2.09 Option 4: Study-Leave Transition to Retirement

a) A member who has been granted a study leave as defined in Article 2 of Part 3: *Leaves of Absence* or a professional development leave as defined in Article 3 of Part 3: *Leaves of Absence* may, at any time prior to the date at which the leave was to commence, elect to replace the leave with a Reduced-Scope Appointment that will commence on the date at which the leave was to commence.

b) The reduced-scope appointment provides for a full-time maximum one-year appointment with a reduced scope of duties where the member elects a reduction in their contribution in up to two areas duties and possibly an increase in others.

c) The duties to be undertaken in the reduced-scope appointment will be consistent with the duties outlined in the approved study leave plan.

## APPENDIX D

## LETTER OF UNDERSTANDING 3
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA AND
## THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

### Re: Alternative Dispute Resolution Mechanisms

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) people.

The mandate of the Committee will be to provide recommendations to the parties for a Memorandum of Agreement on best practices and possible language changes to the collective agreement that could point to various alternate dispute resolution mechanisms that the parties could invoke under Article 20.02 Informal Resolution. Particular consideration should be given to Indigenous approaches to dispute resolution, and other "non-Western" forms of ADR.

The Committee will begin its work on January 1, 2027 and will issue a report to the University and the Faculty Association with recommendations by no later than December 31, 2027.

The scope of work for the Committee will include:

1. Conducting a literature review to summarize ADR best practices including a focus on Indigenous approaches to dispute resolution;
2. Reviewing and summarizing collective agreement language from other Universities;
3. Consulting with members of the UBC community experienced in ADR, including Indigenous approaches to dispute resolution, and writing a summary of those consultations;
4. Consulting with external community members, professionals and resource groups with expertise in ADR, including Indigenous approaches to dispute resolution, and writing a summary of those consultations;
5. Preparing a report summarizing the above including recommendations for language changes to the collective agreement.

## PART 2: SALARIES AND ECONOMIC BENEFITS

The University of British Columbia and the Faculty Association of the University of British Columbia have agreed as follows:

### 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, 2025 and who continues to be a member of the bargaining unit (after July 1, 2025), (2) June 30, 2026 and who continues to be a member of the bargaining unit (after July 1, 2026), (3) June 30, 2027 and who continues to be a member of the bargaining unit (after July 1, 2027), (4) June 30, 2028 and who continues to be a member of the bargaining unit (after July 1, 2028) 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, 2024 to June 30, 2025 and who is re-appointed as a Sessional Lecturer during the period July 1, 2025 to June 30, 2026; (2) July 1, 2025 to June 30, 2026 and who is re-appointed as a Sessional Lecturer during the period July 1, 2026 to June 30, 2027; (3) July 1, 2026 to June 30, 2027 and who is re-appointed as a Sessional Lecturer during the period July 1, 2027 to June 30, 2028; (4) July 1, 2027 to June 30, 2028 and who is re-appointed as a Sessional Lecturer during the period July 1, 2028 to June 30, 2029

c) "Part-time appointee" means a member of the bargaining unit who held a part-time appointment in the period (1) July 1, 2024 to June 30, 2025 and whose appointment continues or who is re-appointed in the period July 1, 2025 to June 30, 2026; (2) July 1, 2025 to June 30, 2026 and whose appointment continues or who is re-appointed in the period July 1, 2026 to June 30, 2027; (3) July 1, 2026 to June 30, 2027 and whose appointment continues or who is re-appointed in the period July 1, 2027 to June 30, 2028; (4) July 1, 2027 to June 30, 2028 and whose appointment continues or who is re-appointed in the period July 1, 2028 to June 30, 2029;

d) "2024/2025 salary" means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to their salary taking effect as of July 1, 2024 or in the case of new members, the salary at which they were appointed during

July 1, 2024 to June 30, 2025;

e) "2025/2026 salary" means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to their salary taking effect as of July 1, 2025 or in the case of new members, the salary at which they were appointed during July 1, 2025 to June 30, 2026; and

f) "2026/2027 salary" means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to their salary taking effect as of July 1, 2026 or in the case of new members, the salary at which they were appointed during July 1, 2026 to June 30, 2027.

g) "2027/2028 salary" means the annual salary to which a member of the bargaining unit became entitled by virtue of adjustments made to their salary taking effect as of July 1, 2027 or in the case of new members, the salary at which they were appointed during July 1, 2027 to June 30, 2028.

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

2.01 A General Salary Increase of 3% of the

a) 2024/2025 salaries of continuing members of the bargaining unit, effective on July 1, 2025;

b) 2025/2026 salaries of continuing members of the bargaining unit, effective on July 1, 2026;

c) 2026/2027 salaries of continuing members of the bargaining unit, effective on July 1, 2027;

d) 2027/2028 salaries of continuing members of the bargaining unit, effective on July 1, 2028.

2.02 Career Progress Increments (CPI)

A sum equal to 1.25% of the salaries of continuing members of the bargaining unit (the total CPI pool) shall, effective on July 1 of each year, be allocated by way of CPI in accordance with the following provisions;

a) CPI shall be composed of 0, 0.5, 1, 1.5, or 2 units, the value of 1 unit to be determined in the usual way, but not to be less than $1,000.00.

b) Each continuing member of the bargaining unit shall be considered for a CPI in accordance with either Appendix A or B, depending on rank.

c) The over-riding criterion for the award of CPI shall be satisfactory career progress. These increments, however,

should in general be larger for those in the early rather than in the late stages of their careers.

d) CPI may be withheld if, in the period in question, the member is demonstrating unsatisfactory progress in their career, based on the relevant criteria as outlined in Article 4 of Part 4: *Conditions of Appointment for Faculty* and Article 3 of Part 5: *Conditions of Appointment for Librarians* and Article 3 of Part 6: *Conditions of Appointment for Program Directors in Extended Learning*. Members who are within the schedule of CPI increments, but who do not receive CPI, must receive written reasons for such a decision in advance. In reaching such a decision, the Heads (or Director or Dean) shall first consult with a reasonable number of colleagues within the unit. In the case of a decision by a Head, such decision will also require approval by the Dean. Any CPI, which are withheld in any given year, shall return to the salary pool for the purposes of establishing the value of next year's CPI unit. Career progress carry forwards (CPCF) are to be banked and paid to a maximum of one carry forward unit per year until the CPCFs are exhausted.

Decisions remain grievable under Article 20 of Part 1: *Framework for Collective Bargaining*.

2.03 Career Progress Increments for Length of Service

a) Each faculty member eligible for Career Progress will receive 1/3 of a Career Progress Increment (CPI) unit at year 20 and at year 25 of their initial appointment in an eligible rank.

b) Career Progress Increments for length of service shall be funded from within the CPI pool.

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 on July 1 of each year, be allocated in accordance with the following provisions:

a) There shall be two separate merit pools, one for Lecturers eligible for consideration for merit and the other for all other members eligible for consideration for merit. The merit pool for Lecturers shall be that percentage of the overall merit pool (the sum equal to 0.75% of the salaries of continuing members of the bargaining unit) equal to the percentage of eligible members holding Lecturer appointments. The pool for all other eligible members shall be the overall merit pool minus that Lecturers'

merit pool[2].

b) Merit awards shall be comprised of 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 2.02(a) above.

c) 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, educational leadership, 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 Extended Learning*. 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. 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 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 shall consult with the Dean and either the Vice President Academic at the Vancouver campus or the Okanagan campus as appropriate before making a recommendation.

d) 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 in the unit.

e) Once finalized, the policy and the procedures, including procedures for members holding joint appointments, to be used within a unit for making recommendations by the Head on the award of merit shall be distributed annually to all members of the unit.

f) All members eligible for consideration for merit shall submit

to the Head a summary of their relevant scholarly, teaching and service activities and may include an indication of the nature and significance of the activities.

g) A list of those members who are awarded merit shall be distributed individually to all members of the unit.

h) 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)

A sum equal to 0.5% of the salaries of continuing members of the bargaining unit (the total CPI pool) shall, effective on July 1 of each year be allocated by way of PSA. The CPCF units will be the first charge on the PSA allocation. The salary of each continuing member of the bargaining unit shall be considered to determine whether PSA is appropriate. Normally, PSA would not be awarded to members in their first three years of employment as a Faculty Member at UBC. PSA awards shall not normally exceed a sum equal to eight (8) merit units.

Performance Salary Adjustment funds are intended to allow units to adjust individual members' salaries to reflect their total performance over time. Factors that should be taken into account in awarding PSA shall be:

i) performance over a period of time which has not been recognized by previous salary adjustments;

ii) the relationship of a member's salary to that of other members taking into consideration total years of service at UBC;

iii) significant service contributions within the Department, Faculty or University that have not been recognized by previous salary adjustments; and

iv) market considerations.

Heads shall take advice on individual's performance from a reasonable number of colleagues reflecting diverse perspectives and 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, they shall consult with the Dean and either the Vice President Academic at the Vancouver campus or 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 in the unit.

b) Once finalized, the policy and the procedures, including procedures for members holding joint appointments, to be used within a unit for making recommendations by the Head on the award of PSA shall be distributed annually to all members of the unit.

c) All members eligible for consideration for PSA shall submit to the Head a summary of their relevant scholarly, teaching and service activities and may include an indication of the nature and significance of the activities.

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

e) 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**[3]

| Years of experience | Effective as of July 1, 2025 | Effective as of July 1, 2026 | Effective as of July 1, 2027 | Effective as of July 1, 2028 |
|---|---|---|---|---|
| 0 | $86,646.91 | $89,246.31 | $91,923.70 | $94,681.41 |
| 1 | $86,646.91 | $89,246.31 | $91,923.70 | $94,681.41 |
| 2 | $86,646.91 | $89,246.31 | $91,923.70 | $94,681.41 |
| 3 | $89,030.20 | $91,701.11 | $94,452.14 | $97,285.71 |
| 4 | $91,414.56 | $94,157.00 | $96,981.71 | $99,891.16 |
| 5 | $93,797.85 | $96,611.79 | $99,510.14 | $102,495.45 |
| 6 | $96,179.02 | $99,064.39 | $102,036.33 | $105,097.42 |
| 7 | $98,562.32 | $101,519.19 | $104,564.76 | $107,701.71 |
| 8 | $100,946.68 | $103,975.08 | $107,094.33 | $110,307.16 |
| 9 | $102,534.83 | $105,610.88 | $108,779.20 | $112,042.58 |
| 10 | $104,124.05 | $107,247.77 | $110,465.20 | $113,779.16 |
| 11 | $105,712.20 | $108,883.57 | $112,150.08 | $115,514.58 |
| 12 | $107,300.36 | $110,519.37 | $113,834.95 | $117,250.00 |
| 13 | $108,887.45 | $112,154.07 | $115,518.69 | $118,984.26 |
| 14 | $110,477.73 | $113,792.06 | $117,205.82 | $120,722.00 |
| 15 | $111,273.93 | $114,612.15 | $118,050.52 | $121,592.03 |
| 16 | $112,087.14 | $115,449.76 | $118,913.25 | $122,480.65 |
| 17 | $112,861.02 | $116,246.86 | $119,734.26 | $123,326.29 |
| 18 | $113,652.98 | $117,062.57 | $120,574.44 | $124,191.68 |
| 19 | $114,451.31 | $117,884.84 | $121,421.39 | $125,064.03 |
| 20 | $115,244.32 | $118,701.65 | $122,262.70 | $125,930.58 |

[3] Part-time 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

**Salaries and Minimum Salary Scale for Sessional Lecturers[4]**

a. Effective July 1, 2025, a General Salary Increase of 3% of the 2024/2025 salaries of Sessional Lecturers and a labour market salary adjustment increase of 2%;

| Credits per term for full-time | |
|---|---|
| **9** | **12** |
| $3,345.70 | $3,017.36 |

b. Effective July 1, 2026, a General Salary Increase of 3% of the 2025/2026 salaries of Sessional Lecturers and a labour market salary adjustment increase of 2%;

| Credits per term for full-time | |
|---|---|
| **9** | **12** |
| $3,512.98 | $3,168.23 |

c. Effective July 1, 2027, a General Salary Increase of 3% of the 2026/2027 salaries of Sessional Lecturers and a labour market salary adjustment increase of 2%;

| Credits per term for full-time | |
|---|---|
| **9** | **12** |
| $3,688.63 | $3,326.64 |

d. Effective July 1, 2028, a General Salary Increase of 3% of the 2027/2028 salaries of Sessional Lecturers and a labour market salary adjustment increase of 2%;

| Credits per term for full-time | |
|---|---|
| **9** | **12** |
| $ 3,873.06 | $3,492.98 |

[4] For the full-time loads for each Faculty, see https://hr.ubc.ca/working-ubc/faculty-resources/faculty-titles-ranks-and-descriptions/term-faculty-appointments-3

## Article 5. Minimum Salaries for Lecturers

Effective July 1, 2022 the minimum salary for full-time Lecturers shall be $ 81,056.32.

## Article 6. Lump-Sum Payments

6.01 The Parties recognize each member of the bargaining unit has been paid an amount equal to 1% of salary as a development (fundraising) productivity lump sum payment. This lump sum payment will continue to be paid to each member of the bargaining unit effective June 30 of each year, beginning July 1, 2011.

6.02 All Sessional Lecturers who held an appointment during the period from July 1 of one year to June 30 of the next, will receive the lump sum payment described in paragraph 6.01 above.

## Article 7. Economic Benefits

The following benefits are available to members of the bargaining unit with appointments of at least 1 year and 50% workloads and to Sessional Lecturers with appointments of at least 4 months and 50% workloads. Sessional Lecturers with appointments less than 4 months or less than 50% workloads are eligible for benefits where specifically indicated.

Detailed information is available at: https://www.hr.ubc.ca/wellbeing-benefits/

7.01. Medical Services Plan of British Columbia

Basic medical premiums (MSP) are 100% paid by members.

7.02 Extended Health Benefits

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) Effective January 1, 2027: vision care, up to $500 in any 24-month period per employee or dependent for prescription eyeglasses (including sunglasses) contact lenses, annual eye exams and laser correction surgery, Effective January 1, 2029: $600 in any in any 24-month period per employee or dependent for prescription eyeglasses (including sunglasses) contact lenses, annual eye exams and laser correction surgery;

b) pay-direct drug card for prescription drugs, up to 80% of cost;

c) acupuncture/naturopath/podiatrist/chiropractor/speech

pathologist combined up to $600 per year per employee or dependent;

d) massage/physiotherapist combined up to $750 per year per employee or dependent

e) psychologist up to $1200 per year per employee or dependent;

f) orthotics up to $400 per year per employee or dependent; unmarried children under 19 years old and living with the member are limited to $200 per year; and

g) hearing aids up to $900 per five-year period per employee or dependent.

7.03 Dental Plan

Dental benefits premiums are 100% paid by the University, except for Sessional Lecturers with appointments less than 4 months and less than 50% workloads where the premiums are shared; covered as follows and subject to the terms of the dental plan:

a) 100% for basic preventative and restorative services (Plan A)

b) 70% for major restorative services (Plan B)

c) 65% (up to $3000 lifetime maximum per employee or dependent) for orthodontics (Plan C)

7.04 Health Spending Account (HSA)

Effective January 1, 2027, and on each subsequent January 1, the University shall contribute six (6) hundred dollars ($600) for each member into the existing 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.

Effective January 1, 2029, and on each subsequent January 1, the University shall contribute eight (8) hundred dollars ($800) for each member into the existing 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.

7.05 Personal Spending Account

Effective January 1, 2029, and on each subsequent January 1, the University shall contribute two hundred dollars ($200) for each member

into the existing Personal 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.

7.06 Basic Group Life Insurance

UBC pays the premium for this benefit, a life insurance benefit that provides insurance equivalent to a full year's salary (up to four times annual salary for younger faculty).

7.07 Employee and Family Assistance Program (EFAP)

EFAP is a self-referred, confidential counselling advisory and information service for all members and their families. UBC pays 70% and the member pays 30% of the contributions to the plan: UBC pays $2.80/month and the member pays $1.20.

7.08 Faculty Pension Plan

UBC's Faculty Pension Plan is a defined contribution plan, with members contributing 5% of salary and UBC contributing 10%. For eligibility requirements, visit https://faculty.pensions.ubc.ca/

7.09 Income Replacement Plan (Long Term Disability)

The Income Replacement plan is an employee funded plan that provides eligible members with a monthly income benefit provided that the definition of disability is met and the member has been unable to work for a period of six months (the elimination period) as a result of the disability.

7.10 Tuition Fee Waivers

Tuition fee waivers are available to members and dependent children. 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. Effective September 1, 2023, members may transfer their tuition waivers to their Spouse.

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 the member for financial support. In the event that a member dies while their dependent child is enrolled at UBC, this child will

continue to be eligible up to the maximum credits.

7.11 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) Faculty Association members, excluding Sessional Lecturers without continuing status, are entitled to the following amounts of professional development reimbursement per year:

- Effective July 1, 2026 at $3,000 per year
- Effective July 1, 2027 at $3,500 per year
- Effective July 1, 2028 at $4,000 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) Sessional Lecturers without continuing status are entitled to the following amounts of professional development reimbursement fund per year up to a maximum equivalent to the amounts for Faculty Association members set out above:

- Effective July 1, 2026 at $150 per credit per year
- Effective July 1, 2027 at $200 per credit per year
- Effective July 1, 2028 at $250 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 five (5) year accrual.

c) 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.

7.12 Dependent Benefits Coverage Following Death of a member

Following the death of a faculty member, extended health and dental benefits shall remain in effect for their dependents for a period of three months from the first of the month following their death. In addition, the Employee and Family Assistance Program

shall continue as provided for in the program.

7.12 Benefits for Faculty Working Beyond Normal Retirement Date

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 71), except as provided for in paragraphs (d) and (f) below. Coverage ends for all group benefits (with the exception of the Income Replacement Plan and Spousal Optional Life/Optional AD&D which ended post Normal Retirement Date).

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

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

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

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

e) The following benefit plan available to members under the age of 65 is reduced for those who work past their normal retirement date:

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

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

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

g) Sick Leave

i) There will be no change to the terms and conditions pertaining to short-term sick leave as provided for in University Policy Number HR4: Leave Due to Illness of Members of Faculty.

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

**Article 8. Direct Deposit**

All members shall receive their pay through direct deposit into their Canadian bank account.

## APPENDIX A

### Career Progress Increments Entitlements

| Adjusted Years in Rank | Acting / Assistant Professor | Associate Professor | Professor | Lecturer | Acting / Asst Prof of Teaching | Associate Professor of Teaching | Professor of Teaching |
|---|---|---|---|---|---|---|---|
| **Year of Promotion** | | 1.5 | 1 | | | 1.5 | 1 |
| 1 | 2 | 1.5 | 1 | 2 | 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 | 1.5 | | 1 | 1 |
| 8 | 0.5 | 0.5 | 1 | 1.5 | | 1 | 1 |
| 9 | | | 1 | 1.5 | | 1 | 1 |
| 10 | | | 1 | 1.5 | | 1 | 1 |
| 11 | | | 1 | 1.5 | | 0.5 | 1 |
| 12 | | | 1 | 1 | | 0.5 | 1 |
| 13 | | | 1 | 1 | | | 1 |
| 14 | | | 1 | 1 | | | 1 |
| 15 | | | 1 | 1 | | | 1 |
| 16 | | | | 0.5 | | | |
| 17 | | | | 0.5 | | | |

## APPENDIX B

### Librarians & Program Directors in Extended Learning Career Progress Increments

| YEARS | UNITS |
|---|---|
| 0 | 0 |
| 1 | 2.0 |
| 2 | 2.0 |
| 3 | 1.5 |
| 4 | 1.5 |
| 5 | 1.5 |
| 6 | 1.5 |
| 7 | 1.5 |
| 8 | 1.5 |
| 9 | 1.0 |
| 10 | 1.0 |
| 11 | 1.0 |
| 12 | 1.0 |
| 13 | 1.0 |
| 14 | 1.0 |
| 15 | 0.5 |
| 16 | 0.5 |
| 17 | 0.5 |
| 18 | 0.5 |
| 19 | 0.5 |
| 20 | 0.5 |
| 21 | 0 |

## APPENDIX C

## 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 Part 1: *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, 2025 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 29th day of October, 2025.**

For The University of British Columbia: Mark Trowell

For the UBC Point Grey Commerce Faculty Association: Thomas Davidoff

## APPENDIX D

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Vantage College – Merit Awards ("Merit") and Performance Salary Adjustments ("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.

## APPENDIX E

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Joint Appointments**

Merit and PSA for members with Joint Appointments will be awarded 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.

## APPENDIX F

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: 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, 2025 the minimum hourly rate shall be $107.28 /hour for individual instruction and $116.40 /hour for a studio class or equivalent. Effective July 1, 2026 the minimum hourly rate shall be $112.65 /hour for individual instruction and $122.22 /hour for a studio class or equivalent. Effective July 1, 2027 the minimum hourly rate shall be $ 118.28/hour for individual instruction and $128.33/hour for a studio class or equivalent. Effective July 1, 2028 the minimum hourly rate shall be $124.20/hour for individual instruction and $134.75 /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

## APPENDIX G

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA AND
## THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

### Re: Labour Market Salary Adjustment

Members holding a tenure/tenure-track appointment at the rank of Acting Assistant Professor of Teaching, Assistant Professor of Teaching, Associate Professor of Teaching and Professor of Teaching will receive a salary adjustment of:

a. 1% of their June 30, 2025 salary effective on July 1, 2025; and
b. 1% of their June 30, 2026 salary effective on July 1, 2026; and
c. 1% of their June 30, 2027 salary effective on July 1, 2027; and
d. 1% of their June 30, 2028 salary effective on July 1, 2028.

Members holding an appointment at the rank of Lecturer will receive a salary adjustment of:

a. 1.5% of their June 30, 2025 salary effective on July 1, 2025; and
b. 1.5% of their June 30, 2026 salary effective on July 1, 2026; and
c. 1.5% of their June 30, 2027 salary effective on July 1, 2027; and
d. 1.5% of their June 30, 2028 salary effective on July 1, 2028.

Members holding an appointment at the rank of Sessional Lecturer will receive a salary adjustment of:

a. 2% of their June 30, 2025 salary effective on July 1, 2025; and
b. 2% of their June 30, 2026 salary effective on July 1, 2026; and
c. 2% of their June 30, 2027 salary effective on July 1, 2027; and
d. 2% of their June 30, 2028 salary effective on July 1, 2028.

To clarify: these increases are added to the GWI and calculated additively rather than compounded. For example, for Educational Leadership faculty, the July 1, 2026 increase is 4%.

This Letter of Understanding will expire on June 30, 2029.

## PART 3: LEAVES OF ABSENCE

The primary purpose of granting leave of absence to members of faculty, including librarians and program directors, is to enable them to enhance their quality as scholars and as teachers, thereby assisting the University to achieve greater excellence in its basic areas of responsibility - effective teaching and the advancement of learning. However, leave may be granted for other purposes.

While it is recognized that members should be as free as possible to pursue their scholarly interests, it is recognized also that they share the responsibility for efficient operation of the University. Arrangements for leave of absence should be consistent both with the freedom of the individual and with their University responsibilities.

Members granted leave of absence should contact Payroll and make arrangements for the continuation of any benefit programs for which they may be eligible during their absence.

Members on reduced appointments are eligible to apply for leaves in accordance with University policies and the relevant Conditions of Appointment.

### Article 1. Leave During Pre-Tenure Period

1.01 Any leave granted to a member of faculty on a pre-tenure appointment will not extend beyond the date of termination of their appointment.

1.02 Except in the case of maternity or parental leave any period of leave taken during a pre-tenure appointment shall be included in the years of service in that pre-tenure appointment.

1.03 When a member of faculty on a pre-tenure appointment is granted maternity leave, the length of the pre-tenure appointment shall be extended by one year, unless the faculty member informs the Head in writing that they do not wish the pre-tenure period extended.

When a faculty member on a pre-tenure appointment becomes a parent by birth or by adoption, in the child's first year in the household, they will be granted an extension of the tenure clock for one year upon request. It is the responsibility of the member to notify the Head in writing of the change in the faculty member's family status and request the extension at the earliest possible date but no later than 6 months after the faculty member becomes a parent.

1.04 If a faculty member is unable to perform their duties because of illness or injury or other severe personal or professional disruption, the Parties agree to consider whether, in the circumstance of each case, the period of a pre-tenure appointment should be extended.

**Article 2. Study Leave**

2.01 Study leave permits a member of faculty to pursue study or research, of benefit to the individual and the University. Assistant Professors of Teaching, Associate Professors of Teaching, Assistant Professors, Associate Professors, Professors, Professors of Teaching, Librarians, and Program Directors are eligible to apply for study leave under the following conditions:

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 pre-tenure appointments or tenured appointments of which at least one year shall have been in an eligible rank. For the purpose of study leave eligibility, full-time service in a Term Appointment without Review (Part 4, Article 2.01 or Part 5, Article 2.02(a)) in an eligible rank, will be included in the study leave calculation if served within six (6) months prior to the appointment eligible for study leave. 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.

b) For study 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 four or six or eight years immediately preceding the leave multiplied by the percentage of study leave salary applicable.

2.02 Study leave may be granted for the following terms:

a) Effective July 1, 2024, for six months, either from January 1 to June 30 or from July 1 to December 31, with 75% of salary for the period of the study leave if it is taken before six years of

full-time service since appointment or previous study leave, with 90% of salary if it is taken after six years of full-time service or previous study and before eight years of full-time service or previous study leave; and with 100% of salary otherwise.

b) Effective July 1, 2024, for twelve months, either from July 1, September 1, or January 1, with 60% of salary for the period of study leave if it is taken before six years of full-time service since appointment or previous study leave, or with 80% of salary if it is taken after six years of full-time service or previous study leave and before eight years of full-time service or previous study leave; and with 100% of salary otherwise.

| Years of service since appointment or last study leave | 6-month leave | 12-month leave |
|---|---|---|
| 4 - 5 | 75% | 60% |
| 6 - 7 | 90% | 80% |
| 8+ | 100% | 100% |

2.03 Where it is shown to be to the advantage of the faculty member and the University, a faculty member who qualifies for leave of twelve months may, subject to the approval of the Head and Dean, be permitted to divide the leave of twelve months into two parts of six months (either from July 1 or January 1). The second part of the leave may be delayed for no more than two years from the conclusion of the first part (to be taken either from July 1 or January 1). In such cases, for the purpose of calculating when an individual becomes eligible to apply for further study leave, the following shall apply:

a) If the time agreed upon for the delayed six-month leave is postponed at the request of the individual, the leave shall be deemed to have ended and full-time service to have resumed at the conclusion of the second six-month period of leave.

b) If the time agreed upon for the delayed six-month leave is postponed at the request of the University, the leave shall be

deemed to have ended and full-time service to have resumed at the time when the delayed leave would have ended had it not been postponed.

2.04 The percentage of salary to be paid by the University during study leave applies only to that portion of salary that derives from University funds and not to the portion of salary that derives from non-University grantors or agencies. An individual, however, may make appropriate arrangements with these grantors or agencies concerning the portion of salary paid by them.

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

2.06 An individual going on study leave shall report to the Head, Director, or Dean the nature and amount of fellowships, grants 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 grants and allowances to cover research 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.

2.07 An applicant for study leave shall give an undertaking to return to the University for a period of one year upon the expiration of the leave.

2.08 An application for study leave shall be submitted on the Study Leave Application Form. It shall be presented to the Head, Director, or Dean sufficiently in advance of the time 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.

2.09 The individual shall, so far as is reasonable, follow the plan approved for study leave. If substantial modifications are contemplated, the Head, Director, or Dean shall be notified. If such modifications are incompatible with the carrying out of the approved plan, the consent of the Head, Director, or Dean shall be required.

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

require the approval of the Dean.

2.11 Cancellation of a study leave once granted shall not normally be permitted after January 15 immediately preceding the year starting on May 1 during which the leave is to be taken or after three weeks from the date the individual is notified by the University that the leave has been approved, whichever is the later.

2.12 The recommendations concerning study leave by the Head of the applicant's Department and the Dean of the Faculty shall be accompanied by an assessment of the effect of the award of the leave on the budget and teaching functions of the Department and the Faculty.

2.13 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.

**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 professional development 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.

3.08 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 4. Leave for Improving Basic Qualifications**

4.01 If a member of the full-time teaching staff is granted leave to improve their basic qualifications, the University, while usually not contributing to their salary, will make its normal payments to their pension and fringe benefits, subject to the individual's contributing their share.

4.02 Arrangements should be made by the Department Head or Director in consultation with the Dean.

**Article 5. Leave Without Pay or Benefits**

5.01 Leave without pay or benefits may be granted by the Dean. Any leave exceeding two years must be approved by the Provost.

5.02 An individual taking leave without pay or benefits may elect to pay the full amount of the University's and their contributions to pensions and fringe benefits.

5.03 An individual taking leave to accept a paid assignment should ensure that their prospective employer contributes, in addition to salary, an amount sufficient to cover pension and fringe benefits; only in those cases where the project is of unusual significance will the University contribute its share of these expenses, and then only if the member contributes his /her share. When an individual is planning to leave to accept a position as a visiting faculty member at another university, they should consult with the Head as to the most appropriate arrangement for the payment of fringe and pension benefits.

**Article 6. Leave at the Request of the University**

6.01 If a full-time member of the teaching staff is requested by the University to take leave of absence to carry on special studies or research, the terms of leave will be arranged through the Head or Director and the Dean and forwarded to the President for their approval.

6.02 Absence from the campus to conduct field instruction or official business at the request of the Head or Director, or of the Dean, does not

require a request for leave.

**Article 7. Maternity Parental, and Adoption Leave**

7.01 If a pregnant 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 one-week waiting period imposed by EI regulations. Following the maternity leave, the faculty member may access parental leave provisions in 7.02 provided they are eligible.

7.02 Effective August 1, 2023, if a faculty member is eligible for, applies for and receives EI parental leave payments, UBC will top up the salary through the SEB plan, as follows:

a) To a maximum of 20 weeks of standard parental leave as defined by Service Canada to 95% of pre-parental leave salary. In addition to these 20 weeks, UBC will pay 95% of pre-parental leave salary during the one-week waiting period, if not previously served; or

b) For those who opt for extended parental leave as defined by Services Canada, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 20 weekly payments calculated under the standard parental leave allowance. UBC will pay 95% of pre-parental leave salary during the one-week waiting period, if not previously served.

7.03 Adoptive parents and the partner or spouse of a birth mother are eligible for parental leave.

7.04 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:

(a) Pre-requisite adoption courses;

(b) Adoption suitability evaluations including pre-placement visits with prospective adoptive child(ren);

(c) 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).

7.05 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.

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

**Article 8. Leave in Special Circumstances**

8.01 Leave of absence up to four months, with full salary and benefits, may be granted by the Dean.

**Article 9. Vacation**

9.01 The normal vacation should be arranged informally between a faculty member and the Head or Director.

**Article 10. Domestic or Sexual Violence Leaves**

10.01 The University shall provide leave consistent with Part 6, Section 52.5 of the Employment Standards Act to all members. In special circumstances, a member may be granted by the Dean or designate, in consultation with the Head and the member, further leave without loss of pay or benefits. Such leave may be taken intermittently or in one continuous period.

**Article 11. Compassionate Care Leave – Top Up**

11.01 In circumstances where a member provides compassionate care for a gravely ill family member, and the member receives Employment Insurance (EI) compassionate care benefits leave payments as defined by EI, UBC will top up the salary through the Supplemental Employment Benefits (SEB) plan for the duration of the compassionate care leave for up to 16 weeks to 95% of pre-compassionate-care-leave salary.

## Article 12. Funeral Leave

12.01 The following leave is available to members within the bargaining unit with the exception of Sessional Lecturers holding less than a 50% appointment, as their leave provisions are set out in Article 16.02, Part 7: *Conditions of Appointment for Sessional Lecturers*. Up to one (1) day's leave with pay shall be allowed to attend the funeral of a family member, friend or relation to a maximum of two (2) days per year. Where a member has been asked to be a pallbearer or similar ceremonial functionary, they shall, at the discretion of their Head, be allowed sufficient time off from their duties to meet those obligations

## Article 13. Indigenous Leave for Ceremonial, Cultural or Spiritual Events

Effective August 1, 2023

13.01 An Indigenous faculty member may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous faculty member's cultural practices. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

Where an Indigenous faculty member requires more than two (2) days of leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, and a faculty member may draw from their available vacation time.

This Article is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within 6 months of ratification.

## Article 14. Subrogation

14.01 If a faculty member has a claim against a third party for lost wages or benefits, the University shall be entitled to recover costs of lost wages or benefits paid by the University to the faculty member, from the third party.

14.02 No faculty member shall be required to take legal action to recover lost wages or other damages from any person. However, the faculty member shall be required to turn over to the University any monies received, directly or indirectly, from a third party as a result of a claim for lost wages and/or benefits, excluding interest, where the monies received reasonably include sick pay paid by the University to the faculty member, or any other monies paid. This includes global settlements or payments which do not specify but reasonably include lost wages and/or benefits.

14.03 If a faculty member takes legal action against a third party, the faculty member must, as part of any claim, seek damages for all lost wages and benefits that have been paid to the faculty member by the University.

14.04 Upon commencement of any legal action the faculty member shall advise the third party about the University's subrogation rights and provide a copy of this article to the third party.

14.05 The University's recovery shall be net of reasonable legal fees incurred by the faculty member.

## PART 4: CONDITIONS OF APPOINTMENT FOR FACULTY

The University of British Columbia and the Faculty Association of the University of British Columbia have agreed on the following conditions of appointment for faculty members at The University of British Columbia.

### Article 1. Interpretation

1.01 For the purpose of 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 Assistant Professor of Teaching, Associate Professor of Teaching, Professor of Teaching, Lecturer, Acting Assistant Professor, Assistant Professor, Associate Professor, Professor or equivalent position; and

"Scholarly activity" means research of quality and significance, or, in appropriate fields, distinguished, creative or professional work of a scholarly nature; and the dissemination of the results of that scholarly activity.

"Indigenous scholarly activity" means research or creative activity of quality and significance that is partially or entirely in the field of Indigenous scholarship and/or in collaboration with Indigenous community partners and peoples; and the appropriate dissemination of the results of that scholarly activity.

1.02 Heads of Departments

a) The terms and conditions of the Head's appointment, including the functions and responsibilities delegated to the Head, shall be agreed in writing between the Dean and the Head at time of appointment or reappointment. As part of their appointment, Heads shall have access to training, time, and support to assist them in carrying out their responsibilities.

b) Heads report to the Deans of their Faculties. They provide intellectual and administrative leadership for the unit, and are accountable for the operation of the unit, including the budget. In addition, they represent the views of their Departments to the Deans and the University at large.

1.03 Recognition for Service as Department Head

a) The Head shall be entitled to receive an administrative stipend which shall not be added to base salary, and may also be granted a

teaching release. The minimum annual stipend is $5,000 per year.

b) The amount of the stipend and any teaching release shall be agreed at the time of appointment/reappointment and shall be included in a written agreement between the Head and the Dean.

c) The normal appointment for a Head shall be a 3, 4 or 5 year term, renewable once, to a maximum of 10 years total.

d) Administrative leave is intended to provide a reasonable period of time for a Head to focus on their teaching, educational leadership and scholarly activities and to re-integrate with their disciplines before they resume their regular duties as a faculty member or take on further administrative tasks. Upon completion of an appointment term, Heads shall be granted administrative leave to be taken at the end of their term with full salary and benefits for eight (8) months after an initial three-year term, and an additional 2 months' leave for every additional year of the 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.

e) Heads considering serving a second consecutive appointment term following an initial term may, in consultation with the Dean, take the first part of their administrative leave at the end of their first term or defer all or part of their accumulated administrative leave until the end of their second term.

f) The total duration of administrative leaves granted in respect of an initial appointment and granted in respect of any extensions together must not exceed 18 months.

g) A bargaining unit member who takes an academic administrative position will not lose any service time accrued towards a study leave prior to the administrative position.

h) A Head shall return to active duty as a faculty member for a period of at least one year immediately upon completion of their administrative leave.

**Article 2. Types of Appointments**

Every appointment shall be one of the following types. The term of every appointment, and the termination date, shall be clearly stated on the appointment notice.

2.01 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, Assistant Professor of Teaching, or Associate Professor of Teaching, 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.

b) Salaried term appointments without review are governed by regulations of the Board of Governors set forth in University Policy Number AP4.

2.02 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*.

Appointment and Reappointment:

b) 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.

c) The first year of a Lecturer's initial appointment shall be probationary. A Lecturer who does not successfully pass their probationary period will be given one month's notice or pay in lieu of notice.

d) Lecturer appointments are expected to be renewed for successive terms of full year increments from one (1) year up to a maximum of eight (8) years each, upon demonstration of excellence in teaching as defined in Article 4.02 in Part 4: Conditions of Appointment for Faculty, in the following manner:

- The first three (3) reappointments within the unit will be made upon successful demonstration of excellence[5];
- The Lecturer shall be formally evaluated using procedures consistent with the evaluation of other faculty members teaching in the unit in question.
- Each of the assessments for reappointment shall also take into consideration any assigned administrative responsibilities and service.

[5] Count reappointments since August 15, 2017 (ratification date of the 2016-2019 Collective Agreement)

Upon completion of the third reappointment, and following at least six (6) years of service, the Lecturer shall be deemed to have met the standards required for a Lecturer in that unit. The Lecturer shall continue to be subject to procedures consistent with the evaluation of other faculty members in the unit. Following a performance management process, at the discretion of the Head, a review for excellence may be done in the final year of any appointment, upon at least 6 months' notice.

e) Each Lecturer shall also meet annually with the Head during the first six years of service, to review the criteria and expectations for reappointment, to identify any potential difficulties, and to discuss the candidate's record and how to address any concerns. The matters discussed in each meeting shall be recorded in a memorandum prepared by the Head and agreed to by the Lecturer, with points of dissent on evaluations or advice noted.

f) When a Lecturer has held appointments in six (6) successive academic years in any one unit, any subsequent reappointment as Lecturer in the unit shall be for a minimum of three years. When a Lecturer has completed nine successive years of service in any one unit, any subsequent reappointment as Lecturer in the unit shall be for a minimum of five years.

Assigned Workload & Responsibilities:

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 annual 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) Lecturers shall participate fully in affairs and activities of the department except where prohibited by this agreement or University policy.

i) Lecturers will have priority of course assignment over Sessional faculty.

j) 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.*

Non-Renewal or Revocation of Lecturer Appointments

k) Lecturer appointments may not be renewed or may be revoked during the term for reasons such as lack of funding, falling enrolment, availability of pre-tenured and tenured faculty, course cancellations, orcurricular changes. In such cases, The University shall determine which Lecturers' appointments are revoked or not renewed in a unit by considering qualifications to perform the required work, and, where other factors are relatively equal, cumulative length of service.

l) A Lecturer who has previously held an a Continuing Appointment as a Sessional Lecturer and who is not to be reappointed as a Lecturer for reasons other than performance under Part 4, Article 2.02(d) shall be given at least one month's notice and immediately qualify for reappointment as a Continuing Sessional Lecturer under provisions of Part 7: Conditions of Appointment for Sessional Lecturer, maintaining all their accumulated service and benefits.

m) A Lecturer who had previously held an appointment as a Non-Continuing Sessional Lecturer and who is not to be reappointed for reasons other than those described in Part 4, Article 2.02(d) shall be given at least one month's notice and immediately qualify for reappointment under provisions of Part 7: Conditions of Appointment for Sessional Lecturers, maintaining all their accumulated service and benefits.

n) A Lecturer who had not previously held an appointment as a Sessional Lecturer and who is not to be reappointed as a Lecturer for reasons other than those described in Part 4, 2.02(d) shall be given notice or pay in lieu of notice of one (1) month per year of their service up to a maximum of six (6) months.

2.03 Pre-Tenure Appointments and Reappointments

a) Pre-tenure appointments are full-time appointments for a specified term of at least twelve (12) months.

b) For the purpose of calculating years of service, all appointments shall be deemed to have commenced on July 1 of the calendar year in which the appointment began.

c) These appointments carry no implication of automatic renewal but imply that the appointee will be considered for further appointment. They are to be reviewed before expiration of the specified term in accordance with the criteria and procedures prescribed below.

d) An appointment for an Acting Assistant Professor or Acting

Assistant Professor of Teaching is for a maximum of two years. A person will not normally be reappointed as an Acting Assistant Professor or Acting Assistant Professor of Teaching. Once the terminal degree has been completed, the candidate can choose if the tenure clock starts July 1 of the year of completion or at the beginning of the Acting appointment.

e) Pre-tenure appointments are for two three-year terms, except for Assistant Professors, who have two four-year terms.

f) Faculty members shall be reappointed to a second term if they have demonstrated sufficient progress towards, and promise of, satisfying requirements for a tenured position.

g) A faculty member holding a pre-tenure appointment shall be given at least twelve (12) months' written notice of a decision not to renew the appointment.

h) In the penultimate year of a faculty member's second pre- tenure term, the faculty member shall undergo a mandatory review for promotion and/or tenure.

i) A decision not to grant a tenured appointment on the expiry of the maximum period for a term tenure appointment with review will normally be followed by a one-year terminal appointment with an ending date of June 30.
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.

j) In the case of an Assistant Professor of Teaching:

- if at any time an Assistant Professor of Teaching is promoted to the rank of Associate Professor of Teaching, a tenured appointment will also be granted; and
- if an appointee is not granted a tenured appointment pursuant to j(i) above, then in the fifth year of service a

recommendation whether to promote to the rank of Associate Professor of Teaching must be made.

k) In the case of an Assistant Professor:

- if at any time an Assistant Professor is promoted to the rank of Associate Professor, a tenured appointment will also be granted; and
- if an appointee is not granted a tenured appointment pursuant to k(i) above, then in the seventh year of service a recommendation whether to promote to the rank of Associate Professor must be made.

l) No person will acquire a tenured appointment by reason only of holding a pre-tenure appointment that extends beyond the maximum period of such appointments.

2.04 Tenured Appointments

Tenured appointments are full-time appointments except when the University and a faculty member have agreed to change a full-time tenured appointment to a part-time tenured appointment. They cannot be terminated except in accordance with Article 10 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 below.

## Article 3. Titles and Ranks

3.01 Every faculty member holds one of the following ranks: Lecturer, Assistant Professor of Teaching, 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.

3.03 Assistant Professor of Teaching

Appointment to this rank normally requires completion of academic (or where appropriate, professional) qualifications, evidence of ability and commitment to teaching, and promise of educational leadership.

3.04 Associate Professor of Teaching

Appointment at or promotion to this rank requires evidence of excellence in teaching and, demonstrated educational leadership, involvement in curriculum development and innovation, and other teaching and learning initiatives. It is expected that an Associate Professor of Teaching will keep abreast of current developments in their respective disciplines, and in the field of teaching and learning. An Associate Professor of Teaching may be promoted to the rank of Professor of Teaching in the fifth or subsequent years in rank.

3.05 Professor of Teaching

Appointment at or promotion to this rank requires evidence of outstanding achievement in teaching and educational leadership, distinction in the field of teaching and learning, and a growing body[6] of innovative contributions to curriculum development, course design and other initiatives that advance the University's ability to excel in its teaching and learning mandate. Initial appointments at this rank are normally tenured appointments. Promotion to this rank is neither automatic nor based on years of service and it is expected that some persons will not attain this rank.

3.06 Acting Assistant Professor

Appointment to this rank requires evidence of potential ability in teaching and research. Upon completion of a terminal degree, the person's rank shall be converted to Assistant Professor.

3.07 Acting Assistant Professor of Teaching

Appointment to this rank requires evidence of potential ability in teaching and educational leadership. Appointment to this rank is only appropriate when a terminal degree is a requirement for the position of Assistant Professor of Teaching and when the appointee is within 2 years of completion of this requirement. Upon completion of the terminal degree, the person's rank shall be converted to Assistant Professor of Teaching.

3.08 Assistant Professor

Appointment to this rank normally requires completion of academic qualifications, and evidence of ability in teaching and scholarly

[6] This language ("growing body of", also used in Article 3.09 and 3.10) is applicable to any files submitted on or after July 1, 2024. For files submitted prior to July 1, 2024 please refer to the Collective Agreement 2019-2022.

activity. Evidence will ordinarily be required to demonstrate that the candidate is involved in scholarly activity, is a successful teacher, and is capable of providing instruction at the various levels in their discipline, but 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.

3.09 Associate Professor

Appointment at or promotion to this rank normally requires evidence of successful teaching and of scholarly activity beyond that expected of an Assistant Professor. The candidate will be judged on teaching as defined in Article 4.02, a growing body of productive scholarly activity, on the ability to supervise and mentor graduate students as applicable, with consideration to the norms of the unit, and on willingness to participate and participation in the affairs of the Department and the University. 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.

3.10 Professor

a) Appointment at or promotion to this rank 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 a growing body of productive scholarly activity, have attained distinction in their discipline, and have participated significantly in academic and professional affairs. Promotion to this rank is neither automatic nor based on years of service and it is expected that some persons will not attain this rank.

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

4.01 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 either scholarly activity or educational leadership. 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, scholarly activity, or educational leadership. Tenured appointments are granted to individuals who have maintained a high standard of performance in meeting the criteria set forth below and show promise of continuing to do so.

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

c) Judgments 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 pre-tenure appointment 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 pre-tenure appointment 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

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 based on the effectiveness rather than the popularity of the faculty member, as indicated by 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.

4.03 Scholarly Activity

Judgment of scholarly activity is based mainly on the quality and significance of an individual's contribution. 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. For Indigenous scholarly activity[7], evidence may include a diverse set of outputs outside the general norms of any given discipline, such as but not limited to curation or creation of artistic or cultural exhibits, significant oral dissemination of research, policy development, and community engaged scholarship under the ownership of Indigenous nations. Evidence of oral dissemination shall be accessible for peer review and demonstrate impact.

When assessing scholarship for career decisions, consideration will be given to different pathways to academic and scholarly excellence. Diverse substantive contributions to knowledge and methods of dissemination, as recognized within the field of inquiry, are valued.

a) For the scholarship of teaching, scholarly activity may be evidenced by originality or innovation, demonstrable impact in a particular field or discipline, peer reviews, dissemination in the public domain, or substantial and sustained use by others. For example, textbooks and curriculum reform that changed academic understanding or made a significant contribution to the way in which a discipline or field is taught

[7] Indigenous scholarly activity will be assessed as described above for any files submitted on or after July 1, 2024. For files submitted prior to July 1, 2024, please refer to the Collective Agreement 2019-2022.

might constitute useful evidence of the scholarship of teaching whereas textbooks or curriculum revision of a routine nature would not. Innovation in Indigenous pedagogies at the university or in the community and/or the development of Indigenous curriculum for Indigenous communities may also be considered.

b) In professional or clinical studies scholarly activity may be evidenced by research on or the creation of:

   i) significant applications of fundamental theory; or

   ii) significant forms and applications of professional or clinical practice.

Work with professional, technical, scholarly, Indigenous or other organizations or with scholarly publications which falls within the definition of scholarly activity may also be considered.

4.04 Educational Leadership

a) Educational leadership is activity taken at UBC and elsewhere to advance innovation in teaching and learning with impact beyond one's classroom. Educational leadership includes but is not limited to such things as:

- application of and/or active engagement in the scholarship of teaching and learning;
- significant contributions to curriculum development, curriculum renewal, course design, new assessment models, pedagogical innovation and other initiatives that extend beyond the member's classroom and advance the University's ability to excel in its teaching and learning mandates;
- teaching, mentorship and inspiration of colleagues;
- formal educational leadership responsibility within Department/Program/Faculty;
- organization of and contributions to conferences, programs, symposia, workshops and other educational events on teaching and learning locally, nationally and internationally;
- contributions to the theory and practice of teaching and learning, including publications such as textbooks, print and electronic publications, book chapters, articles in peer-reviewed and professional journals, conference proceedings, software, training guidelines, instructional manuals or other

resources; and

- other activities that support evidence-based educational excellence, leadership and impact within and beyond the University.

b) Judgment of educational leadership is based mainly on the quality and significance of the individual's contributions.

4.05 Service to the University and the Community

Service is a combination of assigned and self-directed tasks. This includes service performed for the benefit of Departments, Faculties, Extended Learning, 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

a) Appointments, reappointments, tenure decisions and promotions are made by the Board of Governors upon the recommendation of the President.

b) The procedures in this section govern initial appointments at the ranks of Assistant Professor of Teaching, Associate Professor of Teaching, Professor of Teaching, Acting Assistant Professor, Assistant Professor, Associate Professor, and Professor; renewal or non-renewal of pre-tenure appointments; recommendations for or against the award of tenure; and promotions.

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 are set out in Appendix C. 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.

e) It is expected that confidentiality will be respected by all those participating in consultations.

5.02 Meetings with the Head

a) The Head shall meet with pre-tenured faculty members during the first year of appointment to review the criteria and expectations for reappointment, tenure and promotion and provide the faculty member with an opportunity to ask questions about the reappointment, tenure and promotion processes.

After the first year, the Head shall meet with pre-tenured faculty members no later than June 30 of each year. It is the responsibility of the faculty member to provide an up-to-date curriculum vitae and other relevant information to the Head prior to the meeting.

b) The purpose of the annual meetings specified in Article 5.02(a) is to identify any potential difficulties with the candidature, to assist the candidate with any concerns, and to discuss:

i) the timing of the next review;

ii) the criteria and expectations of the next review, including how teaching, scholarly activity, educational leadership and service will be assessed;

iii) the candidate's record including their successes, any potential difficulties and how concerns may be addressed; and

iv) where relevant, the information and documents required for the review to proceed.

c) The candidate may bring a colleague to each of the above meetings.

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 a 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 July 1, unless otherwise agreed by the Head.

b) Supplementing Files

The candidate or the University has the right, up to the stage of the President's decision, to supplement the file by the addition of new, unsolicited information (such as a new set of student evaluations, the publication of an additional book or article, the receipt of a grant, a published review of the candidate's work, etc.) or a response to particular concerns that emerge in the relevant documentation.

5.04 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) Faculty members eligible to be consulted are:

i) In the case of initial appointments, all tenured and tenure-track members of the department.

ii) In the case of reappointments and promotions, those higher in rank than the candidate, except that in the case of reappointment of a Professor those holding the rank of Professor are eligible to be consulted.

iii) In the tenure cases, those who are tenured and of equal or higher rank.

iv) For the purposes of this Article, Professors and Professors of Teaching are of equal rank. Associate Professors and Associate Professors of Teaching are of equal rank. and Assistant Professors and Assistant Professors of Teaching are of equal rank.

c) Consultation shall be achieved through standing committees. These committees shall be composed of all the eligible members of the Department, or of eligible members elected by the eligible members of the Department. Members of faculty from outside the Department may be added to the standing committee when the number of eligible members (not including the Head) is less than three (3). These additional members shall be chosen by the eligible members of the Department and approved by the Dean.

5.05 Departmental Consultation: Letters of Reference

a) Letters of appraisal from external referees on the quality and significance of the scholarly (including professional, and/or creative) achievements of the candidate shall be obtained when consideration is being given to:

i) initial appointment at, or promotion to, the rank of Associate Professor or Professor;

ii) tenure; or

iii) reappointment when the departmental standing committee considers that it, or the Head considers that they, may recommend denial of reappointment, and a deficiency in scholarly work is a reason.

b) Letters of appraisal on the quality and significance of the educational leadership achievements of the candidate shall be

obtained when consideration is being given to:

i) initial appointment at or promotion to, the rank of Associate Professor of Teaching or Professor of Teaching: or

ii) tenure: or

iii) reappointment when the departmental standing committee considers that it or the Head considers that they, may recommend denial of reappointment and a deficiency in evidence of educational leadership is a reason.

For purposes of clarification. in the case of promotion to Associate Professor of Teaching letters of appraisal should be outside the candidate's home department. In the case of promotion to Professor of Teaching, normally at least two of the candidate's referees should be external to UBC

c) Each Faculty shall determine the standard number of letters of appraisal to be obtained for all promotion and tenure candidates in that Faculty. The number of letters shall not be greater than five. The Faculty Association shall be notified of the standard number of letters as determined by each Faculty.

d) In accordance with c) above, the Head shall solicit the letters of appraisal from referees, of whom at least half shall be taken from a list of names supplied by the candidate. A replacement letter of appraisal may only be solicited by the Head in consultation with the unit standing committee, if:

i) a letter reveals a significant conflict of interest; or

ii) a negative letter reveals significant animus or bias. If an additional referee is required for one of these reasons, 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) Before selecting prospective referees for consideration, the Head shall consult with the departmental standing committee about these referees.

5.06 Departmental Committee: Meetings

a) Consultation shall be conducted according to procedures agreed upon between the Head and the eligible members of the Department and approved by the Dean. The Head shall ensure that each faculty member in the Department is informed of the agreed procedures. The Dean shall collect and maintain an open file of all such procedures.

b) Consultation shall include consideration of all relevant information, including any information submitted by the candidate as provided for in 5.02(a) or 5.03(b) above, at formal meetings.

c) Members of the departmental standing committee who cannot participate in the consultations may submit opinions in writing to the committee.

d) The Head shall chair the departmental standing committee but shall not vote.

e) Normally, the only material which will be considered is material that has been obtained following required or other recognized procedures. Material which will not normally be considered includes material solicited by the candidate and unsolicited material such as letters from third parties, faculty members who are not official appraisers, or students. If any material that would normally not be taken into account is considered and it is not supportive of the candidate, the contents of the material shall be revealed to the candidate. The candidate shall be given a reasonable opportunity to rebut or explain the contents, and this rebuttal or explanation shall be added to the file.

f) When serious concerns about the candidacy arise in the departmental standing committee, the Head shall inform the candidate of that fact and the reasons therefore with sufficient particularity to enable the candidate to have a meaningful opportunity to respond either orally or in writing at the option of the committee and to introduce further relevant evidence. The candidate shall be provided with a summary of the referees' opinions, the summary to be prepared by a member of the departmental committee selected by the committee. The summary shall be prepared in such a way that the identities of the referees are not disclosed.

g) The recommendation of the departmental standing committee shall be that of a majority.

5.07 Head and the Department Recommendations

a) When a Department has considered a reappointment, a tenure decision, or a promotion resulting from a review under Article 9 below, the Head shall forward the following to the Dean:

i) the Head's recommendation with the basis for it;

ii) the recommendation, a record of the vote and the full report of the departmental committee;

iii) letters of appraisal from external referees;

iv) unsolicited information from faculty members or students that qualifies for consideration under Article 5.06(e); and

v) information submitted by the candidate pursuant to Article 5.02(b)(i) or 5.03.

b) The Head shall prepare the report of the departmental committee. 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 Dean the Head shall circulate a draft to the committee and shall invite comments on the draft.

5.08 Notification of Departmental Recommendations to Candidate

a) In all cases other than an initial appointment, the Head shall, at the time the recommendations are forwarded to the Dean, inform the candidate in writing of the recommendations being forwarded.

b) If the recommendation of either the Head or the standing committee is negative, the Head shall provide detailed and specific reasons in writing for any negative recommendation including respects in which the candidate is deemed to have failed to satisfy the applicable criteria. Where the Head's recommendation is negative but that of the standing committee is positive the Head shall also provide detailed and specific reasons for the positive recommendation.

c) The Head may provide detailed and specific reasons by giving to the candidate a copy of the recommendation being

forwarded to the Dean but if that is done the recommendations shall be modified to the extent necessary to protect the confidentiality required under Article 5.01(d) and to protect the identity of referees.

d) The candidate shall be invited to make a timely response, which shall be added to the file pursuant to Article 5.03.

5.09 Procedures for Institutes, Schools and Faculties without Formal Departments

a) Institutes and similar Academic Units shall follow the procedures consistent with those for Departments.

b) Schools and similar Academic Units shall follow the procedures consistent with those for Departments or Faculties, depending on what is appropriate in the circumstance.

c) In a Faculty not having formal departmental organization, the Dean shall ensure that recommendations for appointments, reappointments, tenure decisions, and promotions are arrived at by procedures and arrangements consistent with those for Departments and Faculties.

5.10 Review by the Dean

a) 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.

b) 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.

c) The Dean's advisory committee (DAC) shall normally be composed of at least 6 (but not fewer than 4) tenured full professors and professors of teaching, one-half of whom shall be elected by secret ballot 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 professors of teaching, where feasible, disciplines within the Faculty, including emerging disciplines and multi-disciplinary activities, and the need to maintain gender balance. Members of DAC shall serve for specified and staggered terms.

d) When serious concerns about the candidacy arise in the advisory committee, the Dean shall inform the candidate of that fact and the reasons therefore with sufficient particularity to enable the candidate to have a meaningful opportunity to respond and to introduce further relevant evidence. If the candidate has not already been provided with a summary of the referees' opinions, they shall be provided by the Dean. The summary shall be prepared in such a way that the identities of the referees are not disclosed.

e) The Dean, after considering the advice of the advisory committee, (i) may refer the case back to the Head and the departmental standing committee for reconsideration; or (ii) make a recommendation to the President pursuant to 5.11.

5.11 Dean: Recommendation to the President

a) The Dean shall, except when their decision concerning an initial appointment or a promotion arising out of an optional review under Article 9 below is negative, forward their recommendation to the President together with the recommendations received from the Department.

b) If the Dean's recommendation is different from either that of the Head or that of the departmental standing committee, the Dean shall inform the President of the reasons for this.

c) The Dean may decide to stop the process of an optional review. In arriving at this decision, the Dean may choose to consult with their advisory committee. Having made this decision, the Dean will provide detailed and specific reasons to the candidate in writing including in which respects they are deemed to have failed to satisfy the applicable criteria. Such a recommendation is not subject to Appeal as set out in Part 4, Article 13, but is subject to the grievance procedure pursuant to Part 1, Article 13.

d) If an optional review is stopped by the Dean, only the Candidate may stop the next optional review.

5.12 Dean: Informing the Candidate

a) In all cases other than initial appointments, the Dean shall, at the time the recommendations are being forwarded to the President, inform the candidate in writing of their recommendation.

b) If the recommendation of the Dean is negative, in opposition to the recommendation of the Head or the departmental standing committee, or for reasons not raised by the Head or the departmental standing committee, the Dean shall provide detailed and specific reasons in writing to the candidate including the respect in which they are deemed to have failed to satisfy the applicable criteria.

c) The Dean may provide detailed and specific reasons by giving the candidate a copy of the Dean's recommendation to the President but if that is done the recommendation shall be modified to the extent necessary to protect the confidentiality under Article 5.01(d) and to protect the identity of referees.

d) The candidate shall be asked to make a timely written response, which shall be added to the file pursuant to Article 5.03.

5.13 Dean: Informing the Head and Department

If the Dean's recommendation is not in accord with the recommendation of either the Head or the departmental standing committee, the Dean shall inform the Head of this fact and the reasons for it and the Head shall inform the members of the departmental standing committee.

5.14 Review by President

a) All recommendations to the President concerning initial appointments at or promotions to the rank of Associate Professor of Teaching, Associate Professor, Professor, or Professor of Teaching, or concerning tenure decisions, shall be reviewed by the Senior Appointments Committee which is a standing advisory committee established by and making recommendations to the President. At least ten percent of the voting members of the Senior Appointments Committee appointed by the President will hold appointments at UBC Okanagan. At least ten percent of the voting members of the Senior Appointments Committee members appointed by the

President will hold appointments in the Educational Leadership stream. The Faculty Association shall nominate a member of the Committee. A Dean whose recommendations are being considered by the committee may participate in the deliberations of the committee but shall not vote on the recommendations.

b) The President may request a further review of a case by the Dean.

c) In their deliberations, the President may consult or request further information only from the Senior Appointments Committee as per Article 5.14(a), the Dean as per Article 5.14(b), the Provosts or the Deputy Vice Chancellor regarding the decision they propose to make. If the Provosts or Deputy Vice Chancellor 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.

d) Notwithstanding the procedures set out in Article 5 of Part 4: *Conditions of Appointment for Faculty*, the President may make an initial appointment of Associate Professor with tenure, Professor with tenure, Associate Professor of Teaching with tenure or Professor of Teaching with tenure where (1) the Departmental Committee, including the Head, a representative of the Faculty Committee and a representative of the Senior Appointments Committee, and (2) the Dean have recommended in favour of the appointment.

e) Given that the University strives to foster excellence in teaching, scholarly activity and service, the mandate of all involved in a reappointment, tenure and/or promotion review is to make recommendations which ultimately advise the President on individual cases, in accordance with:

   i) the provisions of this agreement;

   ii) concepts of procedural fairness in the university context;

   iii) consideration of appropriate standards of excellence across and within faculties and discipline.

   In addition to considering the merits of the candidate's teaching, scholarly activity and service, the President will also

consider all relevant contextual factors.

5.15 President: Informing the Candidate

a) Except in the case of initial appointments, the President shall, at the time a decision is made on whether or not a recommendation is to be forwarded to the Board of Governors respecting a candidate, inform the candidate in writing of that decision with a copy to the Faculty Association.

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

c) If the recommendation of the President is negative, the President shall provide detailed and specific reasons in writing to the candidate including the respects in which they are deemed to have failed to satisfy the applicable criteria and send a copy to the Association.

5.16 Arbitration

a) The President's decision to deny reappointment, tenure, or promotion may be subject to arbitration following the procedures as provided in Article 13 of Part 4: *Conditions of Appointment for Faculty*.

b) Upon notice of appeal of a decision by the President to deny reappointment, tenure or promotion, the University will provide a copy to the Faculty Association of the candidate's file reviewed by the President. The file shall be modified to the extent necessary to protect the confidentiality required under Article 5.01(d) and to protect the identity of referees.

## Article 6. Policy Respecting Faculty with Familial Ties

6.01 It is the policy of the University to treat all individuals equally with respect to appointment, salary, benefits, and rank. No bar to appointment or promotion will be offered because of familial ties. Before employing a member of the immediate family of the Head or any other member of the Department in any capacity, however, the Head shall bring the case to the attention of the Dean of the Faculty and the President in writing. Similarly, a Dean wishing to employ a member of their immediate family in any capacity shall inform the President in writing.

6.02 Administrators or faculty members must not take part in formal

discussion or voting on the appointment, reappointment, tenure or promotion of persons related to them.

**Article 7. Period of Notice**

7.01 a) A faculty member holding a pre-tenure appointment for one year shall be notified by the Head of the Department by January 15 whether or not the appointment is likely to be renewed, and shall be notified of the final decision by March 15.

b) A faculty member holding a pre-tenure appointment for more than one year shall be given at least twelve (12) months' notice of a decision not to renew the appointment.

c) In all cases the notice shall be in writing.

7.02 a) Except with the agreement of the University, the resignation of a faculty member will take effect on June 30.

b) A faculty member shall give notice of resignation well in advance of the date on which the resignation is to take effect.

c) A faculty member who has accepted responsibilities for the academic year is expected to continue with the University until these responsibilities have been discharged.

**Article 8. Appointments Involving Salaries from Non-University Funds**

8.01 Persons on research appointments are normally appointed specifically as research workers with appropriate titles such as Research Associate. Such appointments do not lead to a tenured appointment. Persons who undertake teaching duties and who are supported by non-University funds may be given an honorary academic title.

8.02 a) Academic appointments other than those in Article 8.01 above may be funded jointly by the University and some other body such as an affiliated teaching hospital, or in some cases may be funded entirely from extra-mural sources such as a national granting agency. Persons holding such appointments shall be subject to the same procedures and criteria for initial appointment, reappointment, tenured appointment, and promotion that are applied to those holding appointments funded solely by the University. The award of a tenured appointment, however, shall be for the term of the grant or contract and shall be termed "tenure (grant)."

b) The appointment notices received by faculty members supported by non-university funds in whole or in part shall state clearly the terms of appointment, and that the source of the salary funds is other than the University budget.

c) A faculty member who has a tenured appointment (grant) may, with the agreement of the University, be given a full-time or part-time appointment.

d) A faculty member holding a pre-tenure appointment or a tenured appointment (grant) and supported by non-university funds in whole or in part shall, subject to funds being available, be given a minimum notice of one year if the appointment is to be terminated as a result of the termination of the non-university funds from which the member's salary is paid.

e) If an appointment supported by non-university funds in whole or in part is not to be renewed or is to be terminated for any reason other than the termination of non-university funds, the criteria and procedures applicable to appointments funded solely by the University shall govern.

## Article 9: Reviews for Promotion

9.01 Optional Reviews for Promotion

a) An optional review for promotion may be conducted in any year that is not a mandatory-review year (Part 4, Article 2.03h). An optional review may be initiated with the consent of the Head and the candidate. As set out in Article 5.11c, the Dean may stop an optional review. If an optional review is conducted, all processes and procedures shall follow those in Article 5 above, except for the following:

   i) In an optional review, the Candidate may stop the review at any time.
   ii) If an optional review is conducted past the point of obtaining referee letters and then stopped by the Candidate or the Dean, a review will not be conducted in the following year unless required under Part 4, Article 2.03h.

b) If an optional review for promotion is denied, another optional review will not be conducted for three years unless required under Part 4, Article 2.03h.

c) With the consent of the Head, pre-tenure Assistant Professors and Assistant Professors of Teaching may initiate an optional review for promotion in any year. A positive decision for promotion following an optional review shall result in a tenured appointment being granted. A negative decision following an optional review for promotion shall not result in a terminal year

## Article 10. Disciplinary Measures

10.01 Definitions:

"Cause" for the purpose of dismissal means incompetence, gross misconduct, or refusal or unjustifiable failure to carry out one's reasonable duties. "Cause", for the purpose of suspension or disciplinary measures is understood to be less than is required to be shown for dismissal, but no dismissal, suspension or discipline shall be sustained unless the University can show just cause;

"Disciplinary measure" means the imposition of a penalty such as a warning or formal reprimand other than termination of appointment or suspension, but does not include an oral or written comment on performance unless that comment is accompanied by a warning or reprimand, and does not include a measure taken under regulations approved by the Board of Governors or the Senate covering such matters as parking or use of the library;

"Suspension" by way of discipline means the release of a faculty member from their duties for a specified period during which time rights and privileges as a faculty member are withdrawn and salary is reduced or discontinued, but does not include the reduction or discontinuance of the salary of a faculty member who is unable to discharge University duties for reasons such as emotional or physical incapacity or unavoidable absence from the University;

"Termination of appointment" means the release of a faculty member without their agreement before the term of the contract, but does not include a decision not to award a tenured appointment, or a decision not to renew an appointment which has a term of twelve (12) months or less, and shall not include the ending of an appointment for financial exigency or redundancy; and

"Temporary paid leave" means a paid leave imposed by the President pending the outcome of an investigation into allegations against a faculty member.

10.02 Representational Rights

When the University requires Faculty Association members to attend a meeting where it is known in advance by the University that it may result in discipline, the University shall inform the faculty member in advance of their right to advice and representation from the Faculty Association. The Faculty Association will also be notified and can attend the meeting with consent of the member. The advance notice to the faculty member shall be reasonable in order that they may seek representation.

10.03 Temporary Paid Leave

a) The President may impose a temporary paid leave on a faculty member pending the outcome of an investigation of allegations against the faculty member.

b) During a temporary paid leave, a faculty member may be relieved from some or all of their duties and may be deprived of some of their rights and privileges; but their salary should not be reduced or discontinued during the period of a temporary paid leave.

c) The period of a temporary paid leave shall not normally be longer than sixty (60) days.

10.04 Termination and Suspension for Cause: Decision of the President

Any recommendation to the President must be made by the Dean of the appropriate Faculty.

a) When the President considers that appropriate grounds may exist for the termination of an appointment for cause or for the suspension of an appointment for cause, the President shall inform the faculty member concerned in writing.

b) 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. The President shall be entitled to bring Faculty Relations advisors and the faculty member concerned shall be entitled to bring Faculty Association advisors to this meeting. The Chair of the Faculty Association's Member Services & Grievance Committee and/or the Chair's representative shall attend the meeting.

c) If, following this meeting, the President decides to proceed with termination for cause or with the suspension for cause, the President shall inform the Association and the faculty member in writing of the termination or suspension.

d) Within forty-two (42) days after receipt of this notice the Association may give written notice to the President that it wishes to proceed to arbitration.

10.05 Termination and Suspension: Arbitration

Articles 20.06 to 20.13 inclusive of Part 1: *Framework for Collective Bargaining* apply to the submission to arbitration of a decision of the President to terminate or suspend a faculty member.

10.06 Disciplinary Measures: Imposition

A Head or a Dean may impose a disciplinary measure on a faculty member; and shall at the time of the decision inform the faculty member in writing of the measure and the reasons for it.

10.07 Disciplinary Measures by a Head: Grievance

If the faculty member wishes to dispute the imposition of discipline imposed by a Head the grievance procedures in Articles 20 inclusive of Part 1: *Framework for Collective Bargaining* shall apply.

10.08 Disciplinary Measures by a Dean: Grievance

If a member of the bargaining unit wishes to dispute the imposition of a reprimand or other discipline initially imposed by a Dean they shall, within forty-two (42) days of being informed in writing by the Dean of the imposition of the discipline, notify the Dean in writing. The grievance shall be pursued in accordance with Articles 20 inclusive of Part 1: *Framework for Collective Bargaining*.

10.09 Disciplinary Measures: Arbitration

Articles 20.06 to 20.13 inclusive of Part 1: *Framework for Collective Bargaining* apply to the submission to arbitration of a dispute on the imposition of disciplinary measures.

## Article 11. Procedures in Case of Emotional or Physical Incapacity

11.01 A faculty member suffering from emotional or physical incapacity may be granted leave in some form. Should there be disagreement between the University and the faculty member about this incapacity,

the evidence shall be studied and recommendations made by a committee of medical personnel appointed in the following manner. The individual concerned and the President shall each nominate a medical practitioner to sit on the committee who shall then agree on a further medical practitioner as chair. If the two nominees are unable to agree, the chair shall be chosen by the President of the Council of the College of Physicians and Surgeons of British Columbia.

## Article 12. Financial Exigency and Redundancy

12.01 Financial Exigency

Provided that Part 1: *Framework for Collective Bargaining* is in force, the criteria and procedures for any alteration in the conditions of appointment of any faculty member because of financial exigency in the University will be negotiated by collective bargaining between the Parties in accordance with the provisions of that agreement.

12.02 Redundancy

Provided that Part 1: *Framework for Collective Bargaining* is in force, the criteria and procedures for any alteration in the conditions of appointment of any faculty member because of redundancy in a Department, School, or Faculty will be negotiated by collective bargaining between the Parties in accordance with the provisions of that agreement.

## Article 13. Appeal of Decisions on Reappointment, Tenure and Promotion

13.01 Interpretation

For the purpose of this Article:

"Arbitration" means arbitration proceeding in accordance with Articles 20.06 to 20.13 of Part 1: *Framework for Collective Bargaining* as modified by this Article;

"Decision" means a determination made by the President whether or not to recommend reappointment, tenure, or promotion after a mandatory or optional review;

"Evidence" means the information that was, or should have been, considered at each stage of the process leading to a decision; and

"Procedural error" means a failure or failures to follow required procedures or a failure or failures to consider relevant evidence.

13.02 Informal Settlement

a) Nothing shall prevent the use of informal means to settle disputes relating to reappointment, tenure, or promotions, such as ad hoc reviews of recommendations and decisions.

b) The use of informal means to settle disputes shall not affect the right of the Association to appeal a decision.

c) The right of the Association to refer any decision to arbitration is hereby recognized.

13.03 Time Limits

a) If the Association wishes to refer a decision of the President to arbitration it shall notify the President in writing within twenty-one (21) days of receiving reasons under Article 5.15.

b) Where an informal review of the decision has been commenced by the University in accordance with Article 13.02(a) above, the times referred to in paragraph (a) of this section shall run from the time the faculty member receives the written notice of the result of the review.

c) The time limits set out in paragraphs (a) and (b) above may be extended by the Arbitration Board.

13.04 Arbitration

The Arbitration Board shall be constituted and shall conduct its proceedings pursuant to Articles 20.06 to 20.13 inclusive of Part 1: *Framework for Collective Bargaining*.

13.05 Order of Proceeding

The Party bearing the burden of proof shall present its case first.

13.06 Burden of Proof

In proceedings before the Board, the burden of proof shall be on the appellant.

13.07 Jurisdiction

a) A decision may be appealed on the ground that it was arrived at through procedural error or on the ground that it was unreasonable.

b) When procedural error is a ground of appeal and a Board decides that there was a procedural error, a Board may:

i) dismiss the appeal if it is satisfied the error has not resulted in a wrong decision;

ii) if the error may have resulted in a wrong decision:

a) direct that the matter in question be reconsidered commencing at the level of consideration at which the error occurred. In so ordering the Board shall specifically identify the error, shall give specific directions as to what is to be done on the reconsideration, and shall adjourn the hearing until reconsideration has taken place; or

b) if it decides that the error was of such a nature that it would not be possible for the matter to be fairly dealt with on a reconsideration, decide the appeal on the substantive merits.

c) When unreasonableness is a ground of the appeal the Board shall reverse the decision if it finds that on the evidence the decision is unreasonable; otherwise it shall dismiss the appeal.

d) When procedural error and reasonableness are grounds of appeal a Board may exercise any of the powers conferred by (b) and (c) above.

13.08 Decisions of the Arbitration Board

a) The Board shall reach a decision within twenty-one (21) days of its final meeting at which evidence is presented.

b) The decision of the Board shall be that of the majority.

c) The Board shall forward its decision to the President and to the Association together with written reasons for the decision.

## APPENDIX A

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Vantage College – 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.

## APPENDIX B

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Vantage College – 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.

## APPENDIX C

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Standard Norms for Joint Appointments**

The following provisions establish standard norms for joint appointment procedures as contemplated in Part 4, Article 5.01(d) of the Collective Agreement:

**1. Principles**

a) The individual faculty member should have one Department (or Faculty, in the case of non-departmentalized Faculties) designated as primarily responsible for all aspects of the individual's appointment, reappointment, promotion, tenure (ARPT) and faculty development (called the Home Department below). Ordinarily this may be the Department that holds the majority of the budget supporting the individual's appointment, or the Department in which the faculty member has the majority of their expected deliverables, or another agreed upon basis upon which to designate a Home Department.

b) The faculty member and the collaborating academic units involved in the joint appointment should have a clear understanding of the ARPT process that will be used to evaluate the faculty member's performance. Ordinarily the procedures will be clearly set out in the candidate's offer letter, or alternatively, immediately upon appointment as discussed and agreed upon with the faculty member and documented in a letter from all Department Heads to the faculty member. Any subsequent revisions to the agreed upon process need to be clearly documented and agreed upon by the faculty member and all Department Heads.

c) Each collaborating Department should have an opportunity to evaluate the faculty member for the purpose of faculty development and decisions concerning ARPT.

d) Any decisions concerning ARPT should be based on the same record of information and dossier.

## 2. Process

The ARPT process typically consists of the following steps:

(i) 5.02 meetings
(ii) development of the dossier
(iii) consideration by the Departmental Promotion and Tenure Committees
(iv) consideration by the Department Heads
(v) consideration by the Dean(s) with the advice of the Dean's Advisory Committee (DAC)
(vi) consideration by the President with the advice of the Senior Appointments Committee

### a) 5.02 Meetings

The Department Head of each Department involved must meet with the pre-tenure candidate each year no later than June 30 (Part 4, Article 5.02). The Heads are encouraged, but not required, to hold these meetings jointly.

### b) Development of the dossier

The guiding principle in this step is that all Departments where the faculty member holds an appointment should have an opportunity to participate in the development of the candidate's dossier, especially in gathering information on teaching performance and in the selection of external referees.

The Department Head of the Home Department obtains an up-to-date CV from the candidate and solicits letters of appraisal from external referees.

### c) Consideration by the Department

The Departments form a joint standing committee (full or partial participation from each Department's eligible members). Composition may vary but should ordinarily reflect the proportion of the division between the Home Department and the collaborating Department(s) (e.g. 60% Home Department, 40% Collaborating Department). The composition of each Department's representation on the joint standing committee shall include a reasonable number of colleagues reflecting diverse perspectives and eligible ranks in the unit.

### d) Consideration by the Department Head

The Heads of the collaborating Departments write a joint recommendation letter, taking into consideration of the dossier, the joint committee's

discussions and the joint committee's votes. If the Heads have different recommendations, the letter will set out each recommendation and the reasons for it.

**e) Consideration by the Dean and Faculty Committee**

The guiding principle here is that all of the collaborating Departments should have a reasonable opportunity to influence the ARPT decision. Similarly, the candidate should feel that their case is appropriately represented.

For Departments in different Faculties: the Faculties will form a joint DAC (full or partial participation from each Faculty's DAC), with a minimum of six (6 )members, and all Deans. Composition may vary but should ordinarily reflect the proportion of the division between the Home Faculty and the collaborating Faculty/ies (e.g. 60% Home Faculty, 40% Collaborating Faculty). In forming the joint DAC, the Deans shall take into account the need for representation of disciplines with each Faculty, including emerging disciplines and multi-disciplinary activities, and the need to maintain gender balance.

The committee shall provide a joint recommendation to all Deans. The Deans will write a joint recommendation letter to SAC. If the Deans have different recommendations, the letter will set out each recommendation and the reasons for it.

**f) Consideration by the President**

The Senior Appointments Committee considers the case in its usual way.

In the event a "streamlined" review process is being utilized (as set out in Article 5.14d), a joint Departmental standing committee consisting of full or partial participation from each Department's eligibility pool is recommended. They The joint standing committee will be joined by a representative of the DAC (or a representative from each DAC if more than one Faculty is involved) and a representative of SAC. The Heads will write a joint recommendation letter. If the Deans Heads have different recommendations, the letter will set out each recommendation and the reasons for it. The Deans will write a joint recommendation letter to the President. If the Deans have different recommendations, the letter will set out each recommendation and the reasons for it.

**3. Case-Specific Considerations**

As noted in the Principles section above, each collaborating Department should have an opportunity to evaluate the faculty member for the purpose of

faculty development and decisions concerning reappointment, promotion or tenure. This principle also applies to joint appointments between more than two Departments or Faculties. However, in advance of the review, the faculty member, the Department Heads, and the Deans can jointly agree that:

a) The consideration by the Department Head can be fulfilled solely by the Head of the Home Department writing the recommendation letter, taking into consideration the dossier, the joint committee's discussions and the joint committee's vote(s).

b) The consideration by the Dean can be fulfilled solely by the Dean of the Home Faculty writing the recommendation letter, taking into consideration the dossier and the joint committees' discussions and votes at the Department and Faculty level.

The Parties recognize that there may be joint appointments already in place that contain terms or processes that differ from those set out in this Agreement. The Parties agree that such pre-existing joint appointments will continue on the terms that were agreed upon at the time of the appointment unless the Parties and the member agree to amend them in light of these procedures.

## APPENDIX D

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Initial Faculty Appointments – Senior Ranks**

WHEREAS:

1. The University and the UBCFA recognize the importance of expedient recruitment and appointment processes in attracting a diverse global community of outstanding faculty, especially exceptional hires such as Canada Research Chairs and President's Excellence Chairs;

2. Faculty appointments under this memorandum are reserved for initial tenured hires who have previously attained tenure at the same rank they are applying for at UBC at comparable universities.

3. The designation of appointments under this memorandum must receive prior approval of the Dean and the Provost.

NOW THEREFORE:

Notwithstanding the procedures set out in Part 4, Article 5.14, for initial tenured appointments at the rank of Associate Professor, Associate Professor of Teaching, Professor, and Professor of Teaching, the Parties agree to the following:

A candidate being reviewed for an initial faculty appointment with tenure under Part 4, Article 5.14 shall have tenure at the same rank at their university as the rank they are applying for at UBC.

The candidate's file shall include all letters submitted during the recruitment process; no additional letters are required.

1. The faculty appointment process for Deans and other senior academic leaders, Canada Research Chairs, President's Excellence Chairs, and other prestigious Chairs shall be as follows:

    a) there shall be a single meeting and vote on granting a tenured initial

appointment. This meeting shall include the appropriate Department Standing Committee and one (1) representative from each of the Dean's Advisory Committee (DAC) and the Senior Appointments Committee (SAC), as per Article 5.14d of Part 4 of the Collective Agreement.

b) the Head shall write a recommendation to the President that includes the recorded votes of the Departmental Standing Committee as described in 5.07 of Part 4. The representatives from DAC and SAC shall have their votes recorded separately and shall have the option of writing a letter outlining their recommendations.

2. The faculty appointment process for other lateral initial tenured hires, including unit Heads and Associate Deans, shall be as follows:

a) The Department Standing Committee meeting shall be attended by a representative from the Dean's Advisory Committee (DAC). The Head shall write a recommendation to the Dean that includes the recorded votes of the Departmental Standing Committee as described in Part 4, Article 5.07. The representative from DAC shall have their vote recorded separately and shall have the option to prepare their own recommendation on behalf of DAC for the Dean.

b) The Dean shall either:

i) Confirm their agreement in a letter to the President and forward the Head's and the DAC representative's recommendations to the Senior Appointments Committee; or

ii) Decline the recommendation and notify the Department of their decision.

c) SAC will review the candidate's application package within three (3) weeks of receipt of the recommendations from the Dean.

## APPENDIX E

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Diverse Scholarly Activity and Educational Leadership**

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 diverse forms of scholarly activity and educational leadership, including but not limited to, community-based research and engagement, and knowledge exchange/mobilization, for merit, appointment, promotion, and tenure processes.

The Committee will begin its work by January 1, 2027 and will report to the University and the Faculty Association with detailed recommendations by no later than December 31, 2028.

The scope of work for the Committee will include:

1. Conducting a literature review of diverse forms of scholarship and educational leadership;
2. Reviewing and summarizing collective agreement language from other Universities;
3. Consulting with members of the UBC community experienced in diverse forms of scholarly activity and educational leadership;
4. Preparing a report summarizing the above including recommendations for language changes to the collective agreement.

## APPENDIX F

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Indigenous Educational Leadership**

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 Educational leadership for merit, appointment, promotion, and tenure processes.

The Committee will begin its work by January 1, 2027 and will report to the University and the Faculty Association with detailed recommendations by no later than December 31, 2027.

The scope of work for the Committee will include:

1. Conducting a literature review of Indigenous educational leadership;
2. Reviewing and summarizing collective agreement language from other Universities;
3. Consulting with members of the UBC community experienced in Indigenous educational leadership;
4. Preparing a report summarizing the above including recommendations for language changes to the collective agreement.

## PART 5: CONDITIONS OF APPOINTMENT FOR LIBRARIANS

The University of British Columbia and the Faculty Association of the University of British Columbia have agreed on the following conditions of appointment for librarians at The University of British Columbia.

**Article 1. Interpretation**

1.01 For the purpose of Part 5: *Conditions of Appointment for Librarians*:

"Librarian" means a person appointed as a librarian or an archivist; and

"Associate University Librarian" (AUL) and "Deputy University Librarian" (DUL) means a person who is a Librarian with an academic administrative appointment who reports directly to the University Librarian and who can oversee one or more units within the library.

1.02 Heads

a) The University will appoint Heads in the Library using term appointments. Depending on the Library's operational needs, terms will be for up to five (5) years. Appointments may be renewed after a review process. Heads report to the UL, AUL or DUL responsible for their unit.

b) Head appointments or vacancies shall be initially posted internally (campus specific) for 2 weeks. All internal candidates who hold a confirmed position and who apply shall be reviewed by the Advisory Committee. If the internal search is unsuccessful, the position shall be posted externally for a minimum of 30 days if funding is available.

c) The terms and conditions of the Head's appointment, including the functions and responsibilities delegated to the Head, will be agreed in writing at time of appointment or reappointment. As part of their appointment, Heads shall have access to training, time, and support to assist them in carrying out their responsibilities.

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

e) Time served in a Head appointment will continue to accrue as time served for the purpose of study leave eligibility.

f) Such appointments will carry with them an entitlement to a

stipend. The amount of the stipend shall not be less than $5000 and will be set out in the University's written offer of appointment.

g) Librarians hired as Administrative Librarians by the University prior to March 31, 2012 will not normally be eligible to receive an administrative stipend.

h) An appointment as an Acting Head for a period of three (3) months or more will carry an administrative stipend. The amount of the stipend will be set out in the University's written offer of appointment.

i) Acting Head appointments of less than three (3) months will carry no administrative stipend. Time served in an Acting Head appointment will continue to accrue as time served for the purpose of study leave eligibility.

**Article 2. Types of Appointment**

2.01 Appointments may be (a) term appointments or (b) confirmation-track or confirmed appointments. The term of every appointment and the termination date shall be clearly stated on the appointment notice.

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) Confirmation-Track Appointments

i) 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

confirmation-track appointment is normally for a three-year term.

ii) Any librarian holding a 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 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 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 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.

2.04 Appointments involving salaries from non-University funds

a) Appointments may be funded jointly by the University and some other body, or in some cases may be funded entirely from non-University sources. Librarians holding such appointments shall be subject to the same procedures and criteria for initial appointment and confirmed appointment that are applied to those holding appointments funded solely by the University. The award of a confirmed appointment, however, shall be for

the term of the grant or contract and shall be termed "confirmed (grant)".

b) The appointment notices for those supported by non-University funds in whole or in part shall state clearly the terms of appointment and indicate which accounts are non-University funds and the amounts paid from those accounts.

c) A librarian who has a confirmed full-time appointment (grant) may, with the agreement of the University, be given a full- or part-time confirmed appointment.

d) A librarian holding a probationary appointment or a confirmed appointment (grant) and supported by non-University funds in whole or in part shall, subject to funds being available, be given a minimum notice of one year if the appointment is to be terminated as a result of the termination of the non-University funds from which the librarian's salary is paid.

e) If an appointment supported by non-University funds in whole or in part is not to be renewed or is to be terminated for any reason other than the termination of non-University funds, the criteria and procedures applicable to appointments funded solely by the University shall govern.

**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 program of library, or information science, or equivalent internationally accredited program. 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) performance in their assigned responsibilities, as described in Article 3.05; and

b) contributions to scholarship and service contributions as described in Articles 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 as 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.

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, project management, 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; peer review; editorships; editorial reviews and adjudication work; the attainment of advanced degrees in librarianship or other disciplines; contributions to conferences, programs, symposia, poster presentations, workshops and other educational events related to the profession; curation or creation of exhibits; research projects; and scholarly work with Indigenous peoples or partner organizations. For Indigenous scholarly activity, evidence may include a diverse set of outputs outside the general norms of any given discipline, such as but not limited to curation or creation of artistic or cultural exhibits, significant oral dissemination of research, policy development, and community engaged scholarship under the ownership of Indigenous nations. Evidence of oral dissemination shall be accessible for peer review and demonstrate impact.

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, mentoring activities including for members of Indigenous, racialized or other historically marginalized groups, 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.

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, disability, or economic circumstance.

## Article 4. Procedures for Appointments – General Provisions

4.01 All appointments are made by the Board of Governors upon the recommendation of the President.

4.02 New ongoing (confirmation-track or confirmed) appointments or vacancies shall be initially posted internally (campus specific) for 2 weeks. All internal candidates who hold a confirmed position and who apply shall be reviewed by the Selection Committee. Should the internal search is unsuccessful, the position shall be posted externally for a minimum of 30 days if funding is available.

4.03 Where a Selection Committee is to be appointed the Committee shall include five (5) librarians who hold confirmed or confirmation-track appointments, who if practicable, work in the area in which the librarian is, or will be, employed. The Committee shall normally include one (1) Head from outside of the Unit. The Head to whom the librarian will report shall Chair the Committee but shall not vote. The recommendation of the Selection Committee shall be that of a majority. The Head shall prepare the report of the Selection Committee reflecting majority and minority views and a record of the vote taken. The Head shall be entitled to make a separate recommendation.

4.04 Selection Committees for appointments without review shall be comprised of three (3) librarians who hold confirmed or confirmation-track appointments and shall otherwise follow the selection process as outlined in article 4.02.

4.05 It is expected that confidentiality will be respected by all those participating in the consultations.

**Article 5. Initial Appointments**

5.01 For the purpose of this Article initial appointments shall include:

a) probationary appointments;

b) appointment without review;

c) confirmed appointments that are not preceded by a probationary appointment.

5.02 a) A recommendation on the making of an initial appointment shall be made to the University Librarian by a Selection Committee.

b) The Head to whom the appointee will report shall also make a recommendation to the University Librarian.

c) If the University Librarian decides in favour of recommending the appointment, they shall forward it to the President.

d) In the case only of appointments under Article 5.01(d), the President shall refer the recommendation to the Librarians' Appointments Committee pursuant to Article 6.07, but otherwise the provisions of Article 6 shall not apply.

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

6.01 Meetings with the Head

a) At the end of the first and second year of a probationary appointment the Head shall meet with the candidate. The purpose of the meeting is to review the candidate's performance for the year, to identify any potential difficulties with the candidature and to assist the candidate with any concerns.

b) When a librarian is to be considered for a confirmed appointment under Article 2.02(b)(ii), the Head shall meet with the candidate before the submission of information to be supplied by the candidate. The purpose of this meeting is:

i) to advise the candidate that it is their responsibility to provide an up-to-date curriculum vitae and other relevant information to the Head, prior to a date set by

the Head, provided that this date is no later than six (6) months prior to the expiry of the probationary period; and

ii) to identify any potential difficulties with the candidature and to assist the candidate with any concerns.

c) The librarian may bring a colleague to each of the above meetings.

d) At the conclusion of each of the above meetings, the matters discussed shall be recorded in an agreed memorandum. Any concerns expressed by the Head are their own views.

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 chair the Committee but shall not vote.

b) At the end of the second year of a confirmation-track appointment, or no later than six (6) months prior to the expiry of the confirmation-track, 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 referees.

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

   i) the materials assembled pursuant to (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.

6.03 Recommendations: Informing the Candidate

a) The Head shall, at the time the recommendations are forwarded to the University Librarian, inform the candidate in writing of the recommendations being forwarded.

b) If the recommendation of either the Head or of the Standing Review Committee is negative, the Head shall provide detailed and specific reasons in writing for any negative recommendation. Where the Head's recommendation is negative and that of the Standing Review Committee is positive the Head shall also provide detailed and specific reasons for the positive recommendation.

c) The Head may provide detailed and specific reasons by giving to the candidate a copy of the recommendations being forwarded to the University Librarian, but if that is done the recommendation shall be modified to the extent necessary to protect confidentiality and to protect the identity of writers of letters of appraisal.

d) The candidate shall be invited to make a timely response, which shall be added to the file.

6.04 Procedures for Librarians Outside the Library

In a Faculty in which a librarian is employed, the Dean shall ensure that a recommendation for confirmed appointment is arrived at by procedures and arrangements consistent with those for the Library.

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 they decide. The University Librarian shall make their 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.

b) The University Librarian shall forward their written recommendation to the President together with the recommendations received from the Head and the Standing Review Committee.

c) If the University Librarian's recommendation is different from that of the Head or the Standing Review Committee, the

University Librarian shall inform the President of the reasons for this.

6.06 The University Librarian: Informing the Candidate

a) The University Librarian shall, at the time their recommendation is being forwarded to the President, inform the candidate in writing of their recommendation.

b) If the recommendation of the University Librarian is negative, in opposition to the recommendations of the Head or the Standing Review Committee, or for reasons not raised by the Head or the Standing Review Committee, the University Librarian shall provide details and specific reasons in writing to the candidate.

c) The University Librarian may provide detailed and specific reasons by giving the candidate a copy of the University Librarian's recommendation to the President, but if this is done the recommendation shall be modified to the extent necessary to protect confidentiality and to protect the identity of the writers of letters of appraisal.

d) The candidate shall be asked to make a timely response, which shall be added to the file.

6.07 Librarians' Appointments Committee

All recommendations to the President concerning confirmed appointments shall be reviewed by the Librarians' Appointments Committee, which is a standing advisory committee comprising confirmed librarians established by and making recommendations to the President. At least one (1) member of the Committee will hold an appointment at UBC Okanagan. The Faculty Association shall nominate a confirmed librarian as a member of the Committee. A Head whose recommendations are being considered by the committee may participate in the deliberations of the committee but shall not vote on the recommendations.

6.08 Supplementing the File

In the case of recommendation on a confirmed appointment the candidate, or the Library, has the right up to the President's decision, to supplement the candidate's file by the addition of new, unsolicited information or a response to particular concerns that emerge in the relevant documentation.

6.09 President: Informing the Candidate

a) The President shall, at the time a decision is made on whether or not a recommendation is to be forwarded to the Board of Governors respecting a candidate, inform the candidate in writing of that decision.

b) If the recommendation of the President is negative, the President shall provide detailed and specific reasons in writing to the candidate including the respects in which they are deemed to have failed to satisfy the applicable criteria and send a copy to the Association.

6.10 Appeal of Decisions on Denial of Confirmed Appointments

a) The President's decision to deny a confirmed appointment may be subject to arbitration following the procedures as provided in Article 13 of Part 4: *Conditions on Appointment for Faculty*.

b) The provisions of Article 13 of the Part 4: *Conditions on Appointment for Faculty* and any amendments thereto shall apply as applicable to librarians. The provisions, however, shall be modified as follows:

i) Any references to decisions relating to promotion are inapplicable.

ii) In Article 13.07 of Part 4, *Conditions on Appointment for Faculty*, procedural error means an error regarding the procedures under The Librarians' Agreement.

## 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.

## Article 8. Vacations and Leave

8.01 Vacation

The normal vacation should be arranged between the librarian and their Head.

- Vacation will be pro-rated for the first year of employment based on start date
- After 1 year's continuous service – 4 weeks
- After 5 years' continuous service – 5 weeks
- After 8 years' continuous service – 6 weeks
- Up to 2 weeks of vacation may be banked and carried over to the succeeding year of entitlement but it must be taken during the succeeding year of entitlement.

8.02 Leave

Leave provisions and University policies including maternity leave, sick leave, study leave, political leave, and leave without pay for faculty members shall apply to librarians.

8.03 Procedures in the case of Emotional or Physical Incapacity

Article 11 of Part 4: *Conditions of Appointment for Faculty* shall apply to librarians.

## Article 9. Policy Respecting Faculty with Familial Ties

9.01 When a librarian is in a position to influence personnel decisions (such as the recruitment, offer of employment, salaries, evaluation of performance, promotion, granting of a confirmed appointment, imposing disciplinary measures, or termination of employment) with respect to another with whom the librarian has a relationship which might reasonably be construed as raising a conflict or potential conflict of interest, then the librarian has a duty to disclose the situation to the University Librarian.

9.02 Librarians are expected to avoid apparent and actual conflict of interest situations by not participating in the decision-making process with respect to the other person. For example, a librarian is required to withdraw from deliberations regarding another librarian's case for confirmed appointment.

## Article 10. Disciplinary Measures

10.01 Definitions:

"Cause", for the purpose of dismissal, means incompetence, gross misconduct, or refusal or unjustifiable failure to carry out one's reasonable duties. "Cause", for the purpose of suspension or disciplinary measures, is understood to be less than is required to be shown for dismissal, but no dismissal, suspension or discipline shall be sustained unless the University can show just cause;

"Disciplinary measure" means the imposition of a penalty such as warning or formal reprimand other than termination of appointment or suspension, but does not include an oral or written comment on performance unless that comment is accompanied by a warning or reprimand, and does not include a measure taken under regulations approved by the Board of Governors or the Senate covering such matters as parking or use of the Library;

"Suspension" by way of discipline means the release of a librarian

from their duties for a specified period during which time rights and privileges as a librarian are withdrawn and salary is reduced or discontinued, but does not include the reduction or discontinuance of the salary of a librarian who is unable to discharge University duties for reasons such as emotional or physical incapacity or unavoidable absence from the University;

"Termination of appointment" means the release of a librarian without their agreement before the expiry of the term of the contract, but does not include a decision not to award a confirmed appointment and shall not include the ending of an appointment for financial exigency or redundancy; and

"Temporary paid leave" means a paid leave imposed by the President pending the outcome of an investigation into allegations against the librarian.

10.02 Representational Rights

When the University requires Faculty Association members to attend a meeting where it is known in advance by the University that it may result in discipline, the University shall inform the faculty member in advance of their right to advice and representation from the Faculty Association. The Faculty Association will also be notified and can attend the meeting with consent of the member. The advance notice to the faculty member shall be reasonable in order that they may seek representation.

10.03 Temporary Paid Leave

a) The President may impose a temporary paid leave on a librarian pending the outcome of an investigation into allegations against the librarian.

b) During a temporary paid leave, a librarian may be relieved from some or all of their duties and may be deprived of some or all of their rights and privileges; but their salary should not be reduced or discontinued during the period of temporary paid leave.

c) The period of a temporary paid leave shall not normally be longer than sixty (60) days.

10.04 Termination and Suspension for Cause: Decision of the President

Any recommendation to the President on the termination or suspension of a Librarian must be made by the University

Librarian.

a) When the President considers that appropriate grounds may exist for the termination of an appointment for cause or for suspension of an appointment for cause the President shall inform the librarian concerned in writing.

b) Within twenty-one (21) days of receiving written notification from the President, the President and the librarian shall meet to discuss the matter in the presence of the University Librarian, and the Head. The President shall be entitled to bring Faculty Relations advisors and the faculty member concerned shall be entitled to bring Faculty Association advisors to this meeting. The Chair of the Faculty Association's Member Services & Grievance Committee and/or the Chair's representative shall attend the meeting.

c) If, following this meeting, the President decides to proceed with the termination for cause or with the suspension for cause, the President shall inform the Association and the librarian in writing of the grounds for the termination suspension.

d) Within forty-two (42) days after receipt of this notice the Association may give written notice to the President that it wishes to proceed to arbitration.

10.05 Termination and Suspension: Arbitration

Articles 20.06 to 20.13 inclusive of Part 1: *Framework for Collective Bargaining* apply to the submission to arbitration of a decision of the President to terminate or suspend a librarian.

10.06 Disciplinary Measures: Imposition

A Head or the University Librarian may impose a disciplinary measure on a librarian; and shall at the time of the decision inform the librarian in writing of the measure and the reasons for it.

10.07 Disciplinary Measures by the Head: Grievance

a) If the librarian wishes to appeal the imposition of discipline by a Head, the librarian shall, within twenty-one (21) days of being informed in writing under Article 9.05, notify the University Librarian in writing of the intent to appeal.

b) The University Librarian, if requested, shall meet with the

librarian and the Association.

c) Within twenty-one (21) days of having received notice under Article 9.06 (a) the University Librarian shall provide written notice of their disposition of the appeal to the librarian and to the Association.

d) If the Association decides to carry forward the grievance it shall, within twenty-one (21) days of receiving the written decision of the University Librarian, notify the appropriate Vice President in writing that it wishes to proceed to arbitration.

e) Articles 20.06 to 20.13 inclusive of Part 1: *Framework for Collective Bargaining* apply to the submission to arbitration.

10.08 Disciplinary Measures by the University Librarian: Grievance

a) If a librarian wishes to appeal discipline initially imposed by the University Librarian, the librarian shall, within twenty-one (21) days of being informed in writing by the University Librarian of the discipline, notify the appropriate Vice President and the Association of their wish to appeal the discipline.

b) If the Association decides to carry the appeal forward it shall within twenty-one (21) days of receiving the notification of the librarian's wish to appeal notify the appropriate Vice President that it wishes to proceed to arbitration.

c) Articles 20.06 to 20.13 inclusive of Part 1: *Framework for Collective Bargaining* apply to the submission to arbitration.

## Article 11. Financial Exigency and Redundancy

11.01 Financial Exigency

Provided that Part 1: *Framework for Collective Bargaining* is in force, the criteria and procedures for any alteration in the conditions of appointment of any librarian because of financial exigency in the University will be negotiated by collective bargaining between the Parties in accordance with the provisions of that agreement.

11.02 Redundancy

Provided that Part 1: *Agreement on the Framework for Collective Bargaining* is in force, the criteria and procedures for any alteration in the conditions of appointment of any librarian because of

redundancy in the University Library will be negotiated by collective bargaining between the Parties in accordance with the provisions of that agreement.

## APPENDIX A

## LETTER OF UNDERSTANDING 1
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## THE FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

**Re: Time between December 25 and January 1**

This language is based on the understanding that operational requirements of the unit, branch or department take precedent over the proposed language as follows:

Librarians are to treat the days between Christmas and New Year's Day as work days that may be taken as vacation or time off without pay. Librarians may work at home provided they inform their supervisor. Informing is not asking permission, rather it is a professional courtesy. Individual messaging must reflect their ability to be available to address work should it be required.

## PART 6: CONDITIONS OF APPOINTMENT FOR PROGRAM DIRECTORS IN UBC EXTENDED LEARNING

The University of British Columbia and the Faculty Association of the University of British Columbia have agreed on the following conditions of appointment for program directors in Extended Learning at The University of British Columbia.

### Article 1. Interpretation

1.01 For the purpose of Part 6: *Conditions of Appointment for Program Directors in UBC Extended Learning*:

"UBC Extended Learning" means the Extended Learning unit of The University of British Columbia, formerly the Centre for Continuing Education;

"Executive Director" means the Executive Director Extended Learning or their designate; and

"Program Director" means a person appointed by the Board of Governors of The University of British Columbia on a full-time or part-time basis to direct a program or programs in Extended Learning; it includes such categories as assistant program director, and equivalent positions.

### Article 2. Types of Appointment

2.01 Appointments may be (a) term appointments or (b) confirmed appointments. The term of every appointment, and the termination date, shall be clearly stated on the appointment notice received by the appointee.

2.02 Term Appointments

Term Appointments are of the following two kinds:

a) Term Appointments without Review

Term appointments without review are for a specified term and carry no implication that the appointee will be considered for any further appointment of this or any other kind at the expiration of the specified term.

b) Term Appointments with Review

i) Term appointments with review are appointments for a specified term, normally for two years. Renewal of an individual's appointment is normally for a term of three years. Appointments with review carry no implication

of automatic renewal, but do imply that the appointee will be considered for a confirmed appointment in accordance with the criteria and procedures described below.

ii) Any person holding an appointment with review is eligible for a confirmed appointment.

iii) By the end of an appointee's fifth year of continuous service in an appointment with review a recommendation must be made to the President by the Executive Director either to grant a confirmed appointment or not to renew the appointment. An early recommendation to grant a confirmed appointment may be made when the appointee has had academic, professional, or other comparable experience before being appointed by the University.

iv) No person will acquire a confirmed appointment by reason only of holding an appointment with review that extends beyond the fifth year of continuous service.

2.03 Confirmed Appointments

Confirmed appointments are full-time appointments except when the University and a Program Director 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.

**Article 3. Criteria for Appointments**

3.01 Program Director positions combine both academic and administrative functions. Appointment as a Program Director requires an appropriate university degree and relevant experience.

3.02 Candidates for an initial appointment are judged principally on performance or potential for achievement in professional work in the field of continuing education.

3.03 Candidates for a confirmed appointment are judged principally on performance in their professional work in the field of continuing education. Recognition will also be accorded to their contributions to the University, to their profession, to scholarship, and to the community at large.

3.04 Confirmed appointments are granted to individuals who have maintained a high standard of performance in their professional

work and show promise of continuing to do so. Such performance includes their capacity to maintain program standards of high quality, and to develop and maintain public or professional interest. The decision to grant a confirmed appointment will take into account the interest of Extended Learning and the University in maintaining strength and balance within Extended Learning and in the University.

3.05 Judgments of an individual should be made objectively.

**Article 4. Procedures for Appointments**

4.01 Appointments are made by the Board of Governors upon the recommendation of the President.

4.02 Appointments shall be made on the recommendation of the Executive Director.

4.03 Selection of candidates for recommendation for all initial appointments shall be made by the Executive Director after consultation with at least three (3) appropriate Program Directors holding confirmed appointments. Consultation shall take place through formal procedures.

4.04 At the end of each year from the date of initial appointment with review and until review for a confirmed appointment an informal evaluation of a Program Director's work will be conducted by the Executive Director in consultation with appropriate Program Directors holding confirmed appointments.

4.05 a) A recommendation for a confirmed appointment for a person who holds a term appointment with review shall be made by the Executive Director after consultation with the review committee provided for in paragraph (c) below.

b) The Executive Director shall commence the review proceedings required by paragraph (a) above twelve months before expiry of a term appointment with review.

c) Reviews shall be conducted by a review committee composed of no less than three (3) Program Directors holding confirmed appointments and the Executive Director. The Executive Director shall chair the committee but not have a vote. The members of the committee shall be appointed after consultation between the Executive Director and all Program Directors holding confirmed appointments and not on vacation or leave of absence, and according to procedures which have been

established by the Executive Director after consultation with all Program Directors holding confirmed appointments, and which have been approved by the Vice President of the University responsible for Extended Learning.

d) The Executive Director shall inform the President of the recommendation of the review committee and of their own recommendation.

e) At the time the Executive Director informs the President they shall also inform the Program Director concerned, in writing, of the recommendation of the review committee and of their recommendation to the President.

4.06 a) All recommendations to the President that confirmed appointments be granted or denied will be reviewed by a committee established by the President for this purpose.

b) At the time a decision is made on whether or not a recommendation is to be forwarded to the Board of Governors respecting a candidate, the President shall inform the candidate in writing of that decision.

c) A decision not to recommend to the Board of Governors that a confirmed appointment be granted shall be communicated by the President to the Program Director concerned not less than ninety (90) days prior to the termination date of the current appointment, provided that, if a decision not to grant a confirmed appointment is communicated less than ninety (90) days before the termination date of the current appointment, the termination date of the appointment shall be extended to a date ninety (90) days after receipt of notice of the decision.

d) In the case of an adverse decision the President shall, at the candidate's request, inform them in writing of the reasons for the adverse decision including the respects in which they are deemed to have failed to satisfy the applicable criteria, with a copy to the Faculty Association.

## Article 5. Appeal of Decisions on Confirmed Appointments

Article 13 of Part 4: *Conditions of Appointment for Faculty*, or any amendments thereto, shall apply as applicable to Program Directors. These provisions, however, shall be modified as follows:

a) Any references to decisions relating to promotion are inapplicable.

b) Article 20 of Part 1: *Framework for Collective Bargaining*, or any

amendments thereto, concerning procedures for grievances and arbitration, shall apply to decisions on confirmed appointments.

**Article 6. Consultation**

The University recognizes the academic and administrative expertise of Program Directors, and accordingly the Executive Director will consult formally at meetings with appropriate Program Directors on major decisions affecting Extended Learning, including appointment, reappointment, and confirmed appointment.

**Article 7. Study Leave**

A Program Director shall be eligible for study leave in accordance with Part 3: *Leaves of Absence.*

**Article 8. Familial Ties**

Article 6 of Part 4: *Conditions of Appointment for Faculty* between the University and the Faculty Association, or any amendments thereto, concerning the University's policy on the employment of more than one member of a family, shall apply to Program Directors.

**Article 9. Disciplinary Measures**

9.01 Articles 10.01, 10.02, 10.03 and 10.04 of Part 4: *Conditions of Appointment for Faculty* between the University and the Faculty Association, or any amendments thereto, concerning procedures for discipline shall apply to Program Directors as applicable.

9.02 Article 20 of Part 1: *Framework for Collective Bargaining*, or any amendments thereto, concerning procedures for grievances and arbitration, shall apply.

9.03 If a Program Director wishes to dispute the imposition of discipline by the Executive Director, the grievance procedure in Article 20 of Part 1: *Framework for Collective Bargaining*, or any amendments thereto, shall apply.

**Article 10. Procedures in the Case of Emotional or Physical Incapacity**

Article 11 of Part 4: *Conditions of Appointment for Faculty*, or any amendments thereto, shall apply to Program Directors.

## PART 7: CONDITIONS OF APPOINTMENT FOR SESSIONAL LECTURERS

### Preamble

The University and the Faculty Association recognize the important contribution of Sessional Faculty Members to the University in the achievement of its purposes, and, specifically, its teaching mission.

Sessional Faculty Members have a right to fair terms and conditions of employment within the many distinct administrative structures of the University community.

The University and the Faculty Association recognize that Sessional Faculty Appointments are determined by institutional realities which affect the availability of Sessional Faculty Appointments.

### Article 1. Interpretation

For the purposes of Part 7: *Conditions of Appointment for Sessional Lecturers:*

1.01 "Sessional Lecturers" means faculty members 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;

1.02 "Part-time" means an appointment where the duties of the appointee are less than full-time, including teaching any credit course(s);

1.03 "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;

1.04 "Teaching performance" includes performance in all credit courses in which the Sessional Lecturer is hired to teach;

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; and

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

2.01 A description of the appointment process as referred to in Article 9 shall be drawn up by each Department. This description will provide

for the need to make emergency appointments, and for the need to change appointments by substituting or adding teaching assignments or other duties. This description will be posted in the Department and will be kept on file in the Dean's Office with a copy to the Faculty Association. A copy of the description shall be given to an applicant who requests it.

2.02 Courses will be posted electronically by 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 the result of unforeseeable events do not have to be posted.

2.03 The principal duties of an appointee will be set out in writing, e.g., (1) course(s) to be taught; (2) coordination responsibilities; (3) lab responsibilities. If the appointment is part-time, the percentage of that appointment in relation to the duties of a full-time appointment will be clearly stated. Part-time percent shall be calculated as a percentage of full-time employment for the period of the Sessional Lecturer's appointment only, that is, not as a fraction of the whole winter session or the full year.

2.04 Any work required outside the period of appointment will be clearly stated in the appointment letter and remuneration for the work will be provided for. If the final exam is scheduled within three (3) days of the end of the appointment or outside the appointment period, an additional $250 shall be paid for marking.

2.05 An electronic copy of this Part of the Collective Agreement shall be supplied to the Sessional Lecturer with the appointment letter.

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

**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 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.

3.02 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.

**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*, defined as the cumulative number of credits taught.

4.02 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%.

4.03 Subject to Article 10.06, Sessional Lecturers who are not offered a further appointment will maintain their 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, cumulative number of credits taught shall be the determining factor in assigning the position(s)/ course(s).

4.04 The University shall provide a Sessional Lecturer with an updated report of their 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 of full-time equivalent service over a period of six (6) or fewer consecutive academic years (July to June) as outlined in Appendix A, they are a Continuing Sessional Lecturer.

b) The Sessional Lecturer's Continuing Appointment is effective on the completion of 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 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 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 number of credits taught during the appointment upon which their Continuing Appointment is based, subject to Articles 6.02 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.

5.04 Notwithstanding Article 5.02(a), where a Sessional Lecturer's course assignment at the time they achieve a Continuing Appointment is greater than a ten percent decrease from their average course assignment in the preceding two years, the University shall calculate the Continuing Appointment on the basis of that average.

5.05 If, in any year, due to Articles 10.01(b) or (c), the University assigns a Continuing Sessional Lecturer to a course load less than the level to which they are entitled pursuant to Article 5.02(b) then their course load entitlement in the following year shall not be affected.

5.06 A Continuing Sessional Lecturer may, from time to time, have additional course assignments, but such additional course assignments shall not affect the nature of the Continuing Appointment.

5.07 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 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 6.07

6.03 In making sessional course assignments, the University shall consider qualifications to perform the required work, quality and effectiveness of work performed and 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. The cumulative number of credits taught shall be the determining factor only where the other factors are relatively equal.

6.04 Subject to Article 6.03, the University shall distribute available course assignments to Continuing Sessional Lecturers:

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.

6.06 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:

a) Act in good faith so as to respect the integrity of the Faculty Association's bargaining unit; and

b) Apply its policies fairly, and not in an unreasonable, discriminatory, or arbitrary manner.

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 7. Evaluation of Initial Appointment**

7.01 a) If, during a Sessional Lecturer's initial appointment, serious concerns are raised with respect to their teaching performance, the Department Head, or Delegate shall, within 30 days from the date the concern was raised, investigate the concerns and may make recommendations for remediation and reassessment.

b) If the Department Head or Delegate makes recommendations for remediation and reassessment, the Department Head shall re-evaluate the Sessional Lecturer within 30 days of the making of the recommendation, and in their discretion, may decide whether or not to reappoint the Sessional Lecturer.

c) If, upon the completion of the investigation, the Department Head or Delegate does not make recommendations for remediation and reassessment, the Department Head, in their discretion, shall determine whether or not to reappoint the Sessional Lecturer, and shall so decide within 30 days from the date the concern was raised.

7.02 a) If within 30 days of the completion of a Sessional Lecturer's initial appointment, serious concerns are raised with respect to

their teaching performance, the Department Head, or delegate, shall investigate the concerns.

b) Upon the completion of the investigation in paragraph (a), the Department Head, in their discretion, shall determine whether or not to reappoint the Sessional Lecturer, and shall so decide within 30 days from the date the concerns were raised.

7.03 In exercising their discretion as contemplated within this paragraph, the Department Head or Delegate may consult and carry out such evaluation activities as they consider helpful.

**Article 8. Performance Evaluation**

8.01 The performance of a Sessional Lecturer must be evaluated on a regular basis.

8.02 An individual's entire performance of assignment duties as per Article 2.03 shall be assessed. Evaluation of teaching shall be based on the effectiveness rather than the popularity of the Sessional Lecturer, as indicated by 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 Faculty, including other Sessional Lecturers, of performance in University lectures, course material and examinations, and other relevant considerations. When the opinions of students or of colleagues are sought, this shall be done through formal procedures. Decisions not to reappoint a Sessional Lecturer cannot be based exclusively on student evaluations.

8.03 In all cases of evaluation of performance, appointment or reappointment, judgments of an individual shall be made objectively.

8.04 Following evaluation of a Sessional Lecturer's initial appointment, the Department shall continue to evaluate them on a regular basis, using the procedures for evaluation of Faculty teaching which prevail in the Department in question.

8.05 The Department Head shall review all of the teaching evaluations on an annual basis, and at the request of the Sessional Lecturer, meet with them. The Department Head shall determine whether performance is of a sufficiently high standard to warrant

reappointment.

**Article 9. Consultation Process at the Departmental Level Regarding Appointment and Reappointment**

9.01 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 the appointment of all Sessional Lecturers and the reappointment of Sessional Lecturers with appointments of at least 50% of full-time.

9.02 Consultation shall be achieved through standing committees. Each committee shall be a sub-committee consisting of not less than 3 members of the Department's Promotion and Tenure Committee. Representation from Sessional Lecturers may be added to these committees. The participation of Sessional Lecturers in the affairs and activities of the Department is solely within the prerogative of the Department and the practices and procedures it has established and may determine. Nothing in this Agreement precludes or entitles this participation other than as set out in Article 6.01.

9.03 Consultation shall be conducted according to procedures agreed upon between the Head and the members of the Department and approved by the Dean. The Head shall ensure that each Sessional Lecturer with a Sessional Appointment in the Department is informed of the agreed procedures. The Dean shall collect and maintain an open file of all such procedures, with a copy to the Faculty Association.

9.04 Consultation shall include consideration of all relevant information, including any relevant information submitted by the candidate, at formal meetings. The recommendation of the Departmental Standing Committee shall be that of the majority.

9.05 Decisions made by the Department Heads, in consultation with the Departmental Standing Committee, shall be communicated to the candidate in a timely fashion.

**Article 10. Non-Renewal of Appointment**

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

10.02 Where a Sessional Lecturer is not reappointed due to unsatisfactory

performance, the Department will immediately notify them 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.

10.03 A Sessional 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 Sessional Lecturer is entitled to Faculty Association representation at that meeting if they wish.

10.04 A Sessional Lecturer whose sessional appointment is not to be renewed shall be given at least one month's notice and shall fall under the provisions of Article 4.03. A Sessional Lecturer whose assigned course is discontinued or cancelled shall be given at least one month's notice or the sum of $300.

10.05 Notice of non-renewal will not accompany the letter of appointment.

10.06 A Sessional Lecturer with a Continuing Appointment whose appointment is not to be renewed as per Article 10.01 (b) or (c) shall, at their election, retain the right to recall as outlined in Article 4.03, or receive a payment based on one (1) month's salary for each year of full-time equivalent service.

**Article 11. Termination of Sessional Appointments**

11.01 A Sessional Lecturer may only be terminated for just and reasonable cause (see Article 10, in Part 4: *Conditions of Appointment for Faculty*).

**Article 12. Eligibility for Other Appointments**

12.01 a) In any circumstance in which the opportunity exists to create an additional Lecturer position, or a vacancy in such a position arises, existing departmental Sessional 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, 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 12.02).

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. 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

13.01 A Sessional Lecturer with a Continuing Appointment may apply in writing to the Department Head or Equivalent for a leave of absence without pay or benefits. Such applications must have a start date and end date that coincide with an academic term, and shall not normally be for a period exceeding one academic year. Extensions of leave up to a further period of one academic year may be applied for in writing within a reasonable period of time prior to the expiry of the initial leave.

13.02 Sessional Lecturers on leave shall maintain their rights and 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 14. Expedited Grievance Procedure/Expedited Arbitration

14.01 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.

14.02 Grievance hearings shall be scheduled within two (2) weeks of the notification to the Director of Faculty Relations or Human Resources (or designate).

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

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

14.05 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.

14.06 Prior to rendering a decision, the Arbitrator may:

a) require the production of documents they deem relevant to the grievance;

b) examine any witnesses they deem relevant to the grievance;

c) exercise authority over matters listed in 14.01 of this Agreement;

d) 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.

14.07 The Arbitrator shall render a decision by selecting either of the proposed resolutions submitted by the Parties, or by fashioning a resolution that they consider reasonable, just, and equitable in the circumstances. The decision of the Arbitrator shall be final and binding on both Parties.

14.08 The decision of the 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.

14.09 All decisions of the 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 Arbitrator shall be drawn from a panel of three (3) people whose appointment shall be by agreement of the Faculty Association and the University.

## Article 15. Procedures for Institutes, Schools and Faculties without Formal Departments

15.01 Institutes and similar Academic Units shall follow the procedures consistent with those for Departments.

15.02 Schools and similar Academic Units shall follow the procedures consistent with those for Departments or Faculties, depending on what is appropriate in the circumstance.

15.03 Faculties not having a formal Departmental organization shall follow similar procedures.

## 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 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.

16.02 Sessional Lecturers holding less than a 50% appointment will receive the following benefits:

a) Employee and Family Assistance Plan; and

b) Paid Leave up to a combined maximum of 5 days per four month term for either of the following circumstances:

i) Sick Leave: incidental sick leave and,

ii) Bereavement Leave: Upon notification to the Sessional Lecturer's Head, the Sessional Lecturer shall be granted time off without deduction of pay on the death of the Sessional Lecturer's family member. "Family member " means immediate family, relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship or a like family member. For Indigenous Sessional Lecturers, such leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the Sessional Lecturer considers a close family member consistent with the cultural norms of their community (e.g. aunt, uncle).

iii) Casual absences in which the class/es are covered by another Faculty Member or where a class can be rescheduled will not be considered leave.

At the option of the employee, Sessional Lecturers holding less than a 50% appointment can apply for:

c) Medical Services Plan and/ or Extended Health benefits; and

d) Dental Plan.

The premiums for the Extended Health and/or Dental Plan will be shared 50-50 between the University and the Sessional Lecturer.

## APPENDIX A

## LETTER OF UNDERSTANDING
## BETWEEN
## THE UNIVERSITY OF BRITISH COLUMBIA
## AND
## FACULTY ASSOCIATION OF
## THE UNIVERSITY OF BRITISH COLUMBIA

### Agreement on Conditions of Appointment for Sessional Lecturers

Calculation of Length of Service

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

| Full-time load per academic term | Cumulative number of credits taught equal to one year of full-time equivalent service | Cumulative number of credits taught to achieve a continuing appointment |
|---|---|---|
| 9 credits | 27 | 81 |
| 12 credits | 36 | 108 |

Effective July 1, 2023 the 6 and 15 credit models were discontinued.

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

## PART 8: REDUCED APPOINTMENTS

The University of British Columbia and the Faculty Association of the University of British Columbia have agreed on the following conditions for reduced appointments. The purpose of Part 8: *Reduced Appointments* is to describe the conditions for reduced appointments.

### Article 1. Interpretation

1.01 Wherever in Part 8: *Reduced Appointments* the titles Vice President Academic and Dean are used, the reference shall include the Deputy Vice Chancellor, the University Librarian, and the Executive Director of Extended Learning where the context so requires.

### Article 2: Appointment Terms and Process

2.01 Appointment Terms

Where it is agreeable to both the University and the individual, a reduced appointment may be offered or requested, on either a continuing basis or for an agreed term to a member of the bargaining unit who holds a tenured, confirmed or continuing appointment. The duration and nature of the reduced commitment, once made, may not be changed without the agreement of both the member and the University. While members on reduced appointments do not have prior claim on or right of expectation to any other full- or part-time position at the University beyond the current appointment, they have the same rights to apply for other positions as anyone else.

2.02 Approval Process

a) The member and the Head discuss a reduction in responsibilities and if they agree, the Head makes a recommendation to the Dean with a copy to the member. The recommendation contains the reasons for the reduced appointment, the precise allocation of duties that would be performed, the time in which the duties would be performed, the percentage of full-time to be worked, the appropriate reporting mechanisms, and the term of the reduced appointment.

b) The Dean forwards the recommendation to the Vice President Academic, so long as each is in agreement with it. If any of the administrators listed disagree with the recommendation, written notification that the recommendation was declined is provided to the Faculty Association, Head and member. The Head and

member are also provided with written reasons.

c) The President, if they agree with the recommendation, forwards the recommendation to the Board of Governors for approval. The decision to grant or refuse a reduced appointment lies with the University.

d) If approved by the Board of Governors, the member and the Faculty Association are notified and the detailed recommendation is placed in the member's personnel file.

2.03 Types of Reduced Appointments

Types of arrangements for reduced appointments range from full workload for part of the year in combination with no assigned duties in the balance, to partial workload for all or part of the year. In no case is the reduced appointment to fall below 50% of full-time, calculated as a percentage of annual full-time employment.

2.04 Rank at Return to Full-time

If a transfer back to full-time employment is agreed, the rank held at the time of the transfer back to full-time will be unchanged.

**Article 3: Pro-rated Salary and Salary Adjustments**

3.01 Pro-rated Salary

A member on a reduced appointment is assigned a "base salary rate", computed as if the member were continuing on full-time status. The "actual salary" to be paid the member shall be pro-rated from the base salary rate in direct relation to the approved reduction in duties for the reduced appointment. This pro-ration, based upon agreed responsibilities and time commitments is subject to approval by the Vice President Academic.

3.02 Salary Adjustments

All relevant salary adjustments shall be applied to the base salary rate. When considered for salary adjustments, a member on a reduced appointment is assessed on their actual assignments.

**Article 4. Benefits**

4.01 Members on reduced appointments are entitled to continue to participate in the following benefit plans:

- UBC Faculty Pension Plan: Contributions by the individual and UBC are based on actual salary paid. However, if the reduced appointment starts after the 55 birthday of a member

who has at least 15 years of full-time service at UBC, both the University and the member will continue to pay contributions to the Pension Plan based on the "base salary rate".

- Long Term Disability Benefit: Premiums and benefits are based on actual salary paid.
- Group Life Insurance: Contributions and benefits are based on actual salary paid.
- Optional Group Life Insurance, Spousal Insurance and Accidental Death/Dismemberment Insurance: There is no reduction in contributions.
- MSP, Extended Health, Dental Plans and Employee and Family Assistance Program: The same contributions/ deductions made/taken as for full-time members.
- Sick Leave: Salary received during sick leave is based on actual salary received prior to the sick leave commencing.
- Canada Pension, Employment Insurance, Workers' Compensation: These benefits are available according to the applicable government regulations.
- Member and Dependent Tuition Waiver: Available.

**Article 5. Promotion**

5.01 For the purpose of assessment for promotion, the criteria are the same as for full-time appointments, but take into account the nature of the reduced appointment.

**Article 6: Faculty Association Representation and Information**

6.01 Faculty Association Representation

Members on reduced appointments under this Agreement are represented by the Faculty Association.

6.02 Information for the University and the Faculty Association

The University will provide a report annually on members holding appointments under this Agreement. The report will include name, department, percentage part-time, term-date of the reduced appointment if applicable, and other information as may be agreed by the Parties.

**Article 7. Applicability of Agreement and Policies**

7.01 Except as modified by Part 8 of this Agreement, a member on a

reduced appointment has all the rights and the duties in the Agreement and UBC policies as amended.

**Article 8: Termination and Amendments**

8.01 Termination of Part 8: *Reduced Appointments*

This Agreement may be terminated by either party, provided one year's written notice is 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.

8.02 Amendments to Part 8: *Reduced Appointments*

Amendments to this Part may be made by agreement of the Parties at any time.

## PART 9: TERMINATION OR NON-RENEWAL OF FACULTY APPOINTMENTS FOR FINANCIAL EXIGENCY

The University of British Columbia and the Faculty Association of The University of British Columbia,

Recognizing that the University is a community of scholars whose essential functions are the pursuit and dissemination of knowledge and understanding through research and teaching and that academic freedom is essential to carrying out these functions;

Being determined not to interfere with that academic freedom;

Considering that a financial exigency is an extraordinary set of circumstances which seriously threatens the University's ability to carry out these functions; and

Being resolved to preserve the University excellence as much as possible in the face of these circumstances;

Have agreed on the following provisions to govern the termination or non-renewal of appointments of faculty members on the ground of financial exigency:

### Article 1. Financial Exigency

1.01 For the purpose of this Agreement, a "financial exigency" shall be deemed to exist when the Board of Governors has declared that the University faces a financial deficit that cannot reasonably be met without the termination of some term appointments with review or appointments without term, or without the non-renewal of some term appointments with review.

1.02 If the President is satisfied that the University faces a financial exigency, he shall consult a committee composed of the members of the Senate Budget Committee and two faculty members appointed by the Executive of the Faculty Association, this advisory committee to be called the Committee on Financial Exigency. This Committee on Financial Exigency shall be constituted within seven days of the President's requesting the President of the Faculty Association to have the necessary appointments made by the Executive.

The Committee may adopt such procedures as it deems appropriate. In the proceedings of the Committee, the ex officio members of the Senate Budget Committee shall not have the right

to vote.

1.03 The Committee on Financial Exigency shall, within four (4) weeks from the date of its first meeting, advise the President in writing whether in its judgment the University faces a financial exigency.

1.04 In the deliberations under Article 1.02 above, the following questions inter alia should be considered:

a) whether all reasonable reductions are being made in the areas of the University's expenditures other than bargaining unit salaries, bearing in mind the primacy of the University's academic purpose;

b) whether reasonable advantage is being taken of the reduction of salary commitments made possible by normal attrition, voluntary early termination of appointment, early retirement, voluntary part-time employment, reduced workload appointment, and similar means;

c) whether reasonable means of increasing the University's revenues have been explored;

d) the level of the University's accumulated surplus is appropriate; and

e) whether consideration has been given to seeking authority from the government to operate at a deficit.

1.05 The Committee on Financial Exigency shall have access to the material relating to the University's financial statements and budgets in order to decide whether the University faces a financial exigency. This material shall be sufficiently detailed to permit a reliable analysis and, without limiting the scope of the information to be made available, the Committee shall have access to:

a) current and previous financial statements;

b) details of allocation of operating funds to Faculties, Departments, Schools, the Library, Extended Learning, Institutes, other Academic Units, and non-academic departments and sectors of the University;

c) details of bargaining unit salaries and ages;

d) the number of members of the bargaining unit who will be retiring within two (2) years; and

e) historical data concerning resignations, retirements, deaths and leaves in the preceding five (5) years.

If the material made available under this section has not been published already, it shall be treated as confidential by the Committee.

1.06 In its report to the President, the Committee on Financial Exigency may specify the amount that, in its judgment, is required to meet the financial deficit and how that deficit may be met. Members of the Committee shall be free to submit minority reports.

1.07 Copies of the report submitted by the Committee on Financial Exigency to the President shall be made available forthwith to the Senate of the University and to the President of the Faculty Association.

1.08 If the Committee on Financial Exigency submits its report to the President within the four (4) weeks prescribed by Article 1.03 above, the President may forthwith recommend to the Board of Governors that it declare that a financial exigency exists, provided that their recommendations are in accord with the recommendations set forth in the Committee's report. If, however, the President proposes to make recommendations to the Board that are contrary to those of the Committee, he shall not so recommend until he has informed the Secretary of the Senate of the University and the President of the Faculty Association of the proposed recommendations together with the reasons for them and either two (2) weeks therefrom have expired or a meeting of the Senate has been held, whichever is the later.

1.09 If the Committee on Financial Exigency fails to submit its report within the time prescribed by Article 1.03 above, the President shall not recommend to the Board of Governors that it declare that a financial exigency exists until he has informed the Secretary of the Senate of the University and the President of the Faculty Association of their intention so to recommend together with the reasons for the proposed recommendation and either two (2) weeks therefrom have expired or a meeting of the Senate has been held, whichever is the later.

1.10 The President shall provide to the Senate of the University and to the President of the Faculty Association a copy of their recommendations to the Board of Governors together with the

reasons for them. The recommendations are to include a statement of the amount that is believed to be required to meet the deficit through the termination of appointments with review or without term.

1.11 When the Board of Governors, acting on the advice of the President who shall have followed the procedures outlined above, has declared a financial exigency the President shall inform the Senate of the University and the President of the Faculty Association of the declaration.

1.12 The University may, to the extent indicated by the President in their statement under Article 1.10 above, terminate the appointments of faculty members holding appointments with review or appointments without term or fail to renew a term appointment with review, when the Board of Governors has declared a financial exigency and the procedures set forth below have been followed.

1.13 a) If the President is satisfied that the University continues to face a financial exigency after the University has received the official notification of the operating grant allocated to it for any year succeeding that year in which a financial exigency has been declared he shall consult with a committee in accordance with the provisions of Articles 1.02 to 1.07 above and comply with Article 1.10 above.

b) A financial exigency shall continue until the Board of Governors declares that it is at an end.

**Article 2. Prohibition of Appointments**

2.01 From the time of the claim by the President under Article 1.02 above that he is satisfied that the University faces a financial exigency, until either he decides not to recommend the declaration of a financial exigency to the Board of Governors, or such a declaration having been made, the Board of Governors declares that the financial exigency is ended, the University shall make no faculty appointment chargeable to the operating budget of the University unless that appointment:

a) comes within one of the categories of appointment exempted from termination or non-renewal under Article 4.05(a) below;

b) is made to maintain a function deemed essential to the academic program or operation of the University in

accordance with any applicable procedures in Article 4.02 below;

c) is made to replace a faculty member who has been granted study leave where the appointment is temporary and can be justified as maintaining the integrity of a Department's or a Faculty's teaching activities as well as the practice of granting study leave; or

d) is to be filled by a person whose appointment is to be, or has been, terminated or not renewed under Articles 3 or 4 below.

2.02 Prior to authorizing an appointment with review or without term under Article 2.01(b) above, the President shall inform the President of the Faculty Association of the reasons why the proposed appointment is deemed essential.

2.03 It is understood that positions that become vacant during a financial exigency as a result of a decision not to renew an appointment with review or not to grant an appointment without term made under the provisions of Part 4: *Conditions of Appointment for Faculty* and not for reasons of financial exigency under this Agreement will be protected to be filled after the end of the financial exigency.

**Article 3. Redundancy in a State of Financial Exigency**

3.01 After the declaration of a state of financial exigency, the University may terminate the appointment of a faculty member holding an appointment with review or an appointment without term, or not renew the appointment of a faculty member holding a term appointment with review, on the ground of redundancy when the Senate has recommended to the Board of Governors the discontinuance of (a) the administrative unit in which the faculty member holds their appointment (Faculty, Department, School, Institute or Centre), or (b) a Division, or (c) a Diploma or a Degree. For the purpose of this paragraph a faculty member shall be deemed to be within the Division or the Diploma or Degree program to which the greater part of their teaching responsibilities as well as their academic qualifications have related.

3.02 Nothing in Part 9 of this Agreement shall be interpreted to limit the provisions of Article 2.04 of Part 4: *Conditions of Appointment for Faculty* with respect to redundancy in periods

other than financial exigency.

**Article 4. The Termination or Non-Renewal of Appointments**

4.01 When it has been decided under Article 1 above that the termination or non-renewal of appointments is necessary, the President, having considered the advice of the Senate Budget Committee, shall decide on the extent of the budgetary reduction (in dollars) to be borne by each Faculty. They shall then so notify the Dean of the Faculty concerned and request them to recommend the names of members of their Faculty whose appointments should be terminated or not renewed. The Dean in consultation with an advisory committee, shall decide the amount of the budgetary reduction, if any, to be accomplished in a Department, School, Institute, Centre or Division through the termination or non-renewal of faculty appointments, and shall request the Head or Director concerned for their recommendations as to whose appointments should be terminated or not renewed in accordance with the provisions of Article 4.05 below, these recommendations to be submitted within a reasonable period fixed by the Dean.

4.02 a) i) Before responding to the Dean's request for their recommendations, the Head shall consult with a Departmental Committee composed of six (6) eligible members of the Department, two (2) to be appointed by the Head and four (4) to be chosen in accordance with procedures agreed upon between the Head and the eligible members of the Department and approved by the Dean, provided that the number of members of the Departmental Committee may be less than six (6) in the case of Departments with fewer than twelve (12) eligible members. The Head shall ensure that each member of the Department is informed of these procedures. For the purpose of this section, "eligible members" are those who hold appointments with review or appointments without term.

ii) Consultation shall include consideration of all relevant information at formal meetings.

iii) Members of the Department who are not members of the Departmental Committee may submit opinions in writing to the committee.

iv) The Head shall chair the Departmental Committee but

shall not vote.

v) The recommendations of the Departmental Committee shall be those of a majority.

vi) The recommendations of the Departmental Committee shall be accompanied by a record of the vote and may be accompanied by other information at the discretion of the Committee.

vii) Confidentiality shall be respected by all those participating in consultations.

b) i) The Head shall forward to the Dean their own recommendations and those of the Departmental Committee.

ii) At the time these recommendations are forwarded to the Dean, the Head shall notify in writing each member of the Department whose name has been sent to the Dean of this recommendation and the basis for it. The member may submit to the Dean their own written comments on the recommendation within seven (7) days of receipt of the notification.

4.03 Having received the recommendations from the Head and all other relevant materials the Dean shall again consult an advisory committee on the selection of the faculty members whose appointments should be terminated or not renewed. They shall then submit their recommendations on the matter to the President together with the basis for them, provided that, if their recommendations are to include the name of a faculty member whose name was not recommended by the Head, the recommendation about that faculty member shall first be sent to the Head to be considered in accordance with the provisions of Article 4.02 above. If the recommendation of the Dean is not in accord with the recommendation of either the Head or the Departmental Committee, he shall inform the President and the Head of this difference and the basis for it. In any event, the entire recommendation and comments of the Head and the Departmental Committee shall be submitted to the President.

4.04 The Dean shall, at the time they send their recommendations to the President, notify in writing each faculty member who is being recommended for termination or non- renewal of appointment of this recommendation and the basis for it.

4.05 a) Before any members of a Department holding appointments with review or without term are considered for termination or non-renewal of appointment, the appointments of those faculty members holding term appointments without review shall not be renewed and the budgeted positions thus vacated shall not be filled, provided that an appointment or position may be maintained if:

i) it is for a salary of less than five-eighths of the minimum salary of a sessional lecturer; or

ii) it is deemed necessary to maintain standards of clinical teaching involving patient care; or

iii) the majority of the salary for it is derived from funds outside the operating grant of the University; or

iv) it requires special qualifications or it maintains a function deemed essential to the academic program.

The exemptions under (iv) of this section shall be considered in accordance with Articles 4.02 and 4.03 above.

b) The decision to recommend the termination or non-renewal of appointments with review and appointments without term shall be based on performance that is significantly less than satisfactory in view of the rank of the faculty member concerned. In determining the performance of a faculty member, teaching, scholarly activity, and service, as these terms are used in Part 4: *Conditions of Appointment for Faculty*, shall be considered, provided that, in the case of an Assistant Professor of Teaching or Associate Professor of Teaching, performance shall not be judged on scholarly activity. The assessment shall be made on performance over an extended period of time appropriate to the rank and field in question, taking particular account of recent activities. A significantly less than satisfactory performance in either teaching or scholarly activity may be counterbalanced only by excellent performance in the other. In identifying those faculty members to be recommended for termination or non-renewal of appointment under this paragraph, consideration shall first be given to those faculty members holding the rank of Assistant Professor for 10 years or longer; then to those faculty members holding the rank of Associate Professor for

12 years or longer; and finally, to all other faculty members regardless of rank or years of experience.

c) If terminations or non-renewals of appointments are necessary in addition to those made under paragraph (b) above, they shall be made in inverse order of seniority across the Department as a whole, unless the Dean, in consultation with an advisory committee, decides that none, or all, or a portion of these terminations or non-renewals are to be made within a Division of the Department, the Division being listed in the Calendar of The University of British Columbia. For the purpose of this paragraph, a faculty member shall be deemed to be teaching within a Division only if the greater part of their teaching responsibilities as well as their academic qualifications relate to that Division. A faculty member may be exempted from termination or non-renewal of appointment under this paragraph if the majority of the salary for it is derived from funds outside the operating grant of the University. Furthermore, a faculty member may be so exempted because of exceptional academic contributions relative to rank and experience, or qualifications or contributions deemed to be essential to the academic program, provided that the exemption shall be considered in accordance with Articles 4.02, 4.03, and 4.04 above.

d) For the purposes of paragraph (c), "seniority" means years of continuous service as a faculty member of the University in appointments with review and without term. If two or more members of a Department have equal seniority as defined, then, first, higher rank and, second, greater length of service in the higher rank shall confer greater seniority. Leaves of absence with or without pay shall not be regarded as interruptions of continuous service nor do they diminish seniority.

4.06 The procedures outlined above having been complied with, the President may, subject to Article 6 below, decide to recommend to the Board of Governors the termination or non-renewal of the appointment of a faculty member whose name has been recommended under Article 4.03 above.

4.07 The President shall, at the time they decide to recommend to the Board of Governors the termination or non-renewal of the appointment of a faculty member, inform them of the decision

and of the basis for it.

4.08 In a Faculty not having formal departmental organization, the Dean shall ensure that recommendations under this section are arrived at by procedures and arrangements consistent with those for Departments and Faculties. Schools, Institutes, and Centres shall follow the procedures for Departments.

**Article 5. Joint Appointments**

5.01 If a faculty member holds an appointment in more than one Faculty, Department, School, Institute, or Centre, each appointment is to be regarded as a separate part-time appointment. The termination or non-renewal of one such appointment does not require the termination or non-renewal of the other.

**Article 6. Review of Decisions**

6.01 A faculty member who has been notified by the President of their decision to recommend to the Board of Governors the termination or non-renewal of that faculty member's appointment on the basis of Article 4.05(b) above, shall have the right to have that decision reviewed by a Review Panel before the President so recommends to the Board. If they desire this review, he shall so inform the President and the chair of the Arbitration Board established under Article 13 of Part 4: *Conditions of Appointment for Faculty*, in writing within seven (7) days of the receipt of the notice from the President, and at the same time he shall specify the grounds for the review. The chair of the Arbitration Board shall pass on this information to the chair of the Review Panel that is to review the President's decision, as soon as that Panel is established.

6.02 A Review Panel shall be composed of three faculty members holding appointments without term with the rank of Professor at The University of British Columbia. They shall be appointed by agreement between the President and the President of the Faculty Association. In the absence of this agreement within seven (7) days, the chair of a Panel shall be chosen by lot from among the members of the Arbitration Board referred to in Article 6.01 above, and one member of the Panel shall be appointed by the President, the other by the President of the Faculty Association. A review panel shall be assigned to a case without reference to the identity of the faculty member under review, except that a faculty member who participated at any stage in the proceedings leading

to the recommendation under review shall not be a member of the Review Panel.

6.03 a) The Review Panel shall make available to the faculty member who has requested the review and to the University, copies of all written evidence tendered to it, provided that when evidence has been given on the understanding that the name of the person from whom it was received would not be disclosed, the substance of that evidence shall be made known to the faculty member and The University without disclosing its source.

b) In exercising its function under this section, a Review Panel shall be confined to:

i) the documents that were, or should have been, considered by the President in making their decision;

ii) the written statement of the faculty member requesting the review setting forth the grounds for it;

iii) the written response of the President to that statement;

iv) any oral statement made by the faculty member requesting the review, should they wish to appear before the Review Panel, or made by counsel or other adviser on their behalf, and any oral statement made by or on behalf of the President or their delegate in response thereto; and

v) any additional evidence relevant to questions before the Review Panel.

c) If the member requesting the review chooses to appear before the Review Panel, they may be represented by counsel or other advisor.

d) If the faculty member requesting the review chooses to appear before the Review Panel, the President or their delegate and other appropriate officers of the University (for example, Dean, Head) or their representatives, may also be present.

e) If oral evidence is received by the Review Panel, either party to the proceeding shall have the right to cross-examine

the witness.

f) The Review Panel may request clarification of the statements made by the faculty member requesting the review and by the President.

g) In proceedings concerning the termination of an appointment under Article 4.05(b), the burden of proof shall be on the University.

h) In a review under this section, the existence of a financial exigency or a redundancy shall not be called into question.

i) The only grounds for review shall be that: the procedures in Article 4 above have been properly complied with; and whether a reasonable person standing in the shoes of the President, having properly considered all relevant evidence, would probably have reached a different conclusion from the President.

6.04 A Review Panel shall conduct the review no earlier than four (4) weeks or later than six (6) weeks after the matter has been referred to it, and shall report its finding to the President and the faculty member requesting the review within two (2) weeks of commencing the review, provided that these times may be extended or shortened by the agreement of the President and the President of the Faculty Association.

6.05 If the Review Panel finds that the procedures required by Article 4 above have not been properly complied with, or that there has been a failure to obtain or consider relevant evidence, and that as a result a wrong decision may have been reached, the Panel shall identify the procedural errors in question or the evidence that should have been obtained or considered, shall direct that the matter be reconsidered in such a manner as it may deem necessary to remedy the defect and shall adjourn the proceeding until this reconsideration has been completed. When the Panel directs that a matter be reconsidered, the two (2) weeks specified in Article 6.04 within which the Panel shall report its finding shall begin to run on the eighth day after the President informs the chair of the Panel of their decision on the reconsideration of the matter.

6.06 The finding of a Review Panel shall be final and binding on the faculty member requesting the review and on the Parties to this Agreement.

6.07 When a termination or non-renewal of an appointment of a faculty member is recommended under Article 3 or 4.05(c) above, the faculty member concerned shall have the right to have the recommendation reviewed by a Review Panel constituted under Article 6.02 above. Insofar as they may be applicable, the provisions of Article 6 shall apply to this review, provided that the only ground of review shall be whether the greater part of the faculty member's teaching responsibilities and academic qualifications has been related to the Division, or to the Diploma or Degree program in question.

**Article 7. Notice**

7.01 A faculty member holding a term appointment with review for one year shall be given at least three and one half (3.5) months' notice of the decision not to renew the appointment.

7.02 A faculty member holding a term appointment with review for more than one year or an appointment without term shall be given at least twelve (12) months' notice of the decision to terminate or not to renew the appointment.

7.03 In all cases the notice shall be in writing.

**Article 8. Compensation**

8.01 Subject to Article 8.03 below, a faculty member whose appointment with review has been terminated or not renewed shall be paid from the date on which the termination or non-renewal takes effect, a sum equivalent to six months' salary, such sum to be paid in monthly installments equal to the monthly salary paid to them immediately before the termination or non-renewal.

8.02 Subject to Article 8.03 below, a faculty member whose appointment without term has been terminated, shall be paid from the date on which the termination of appointment takes effect, a sum calculated on the basis of one month's salary for each year of continuous service in an appointment with review or without term, to a maximum of twenty-four (24) months' salary, such sum to be paid in monthly installments equal to the monthly salary paid to them immediately before the termination, provided that the sum that shall be payable to them under this section shall not be less than six (6) months' salary.

8.03 In the event that the faculty member whose appointment has

been terminated obtains academic employment elsewhere comparable to their appointment at The University of British Columbia before the payments to be made to them under Articles 8.01 and 8.02 have been completed, he shall be paid one half of the remaining entitlement calculated from the date on which the employment takes effect.

8.04 a) For the purposes of this section, "years of continuous service" includes (i) periods of paid leave, and (ii) periods of unpaid leave that were granted so that the faculty member concerned could accept a teaching exchange appointment, academic fellowship, research grant, or similar award. Leaves with or without pay do not interrupt continuous service.

b) For the purpose of calculating years of service, all appointments shall be deemed to have commenced on July 1 of the calendar year in which the appointment began.

c) Compensation shall be calculated on the following basis:

i) for years of full-time service, the salary at the time of termination or non-renewal if it is for full-time service, or if it is at that time the salary for part-time service, that salary prorated to a full-time salary;

ii) for years of part-time service, the salary as determined under (i) of this paragraph multiplied by the fraction of the appointment.

d) When a faculty member has held an appointment without term (grant) under Article 8.02 of Part 4: *Conditions of Appointment for Faculty*, compensation shall be determined on the basis of the fraction of the University's contribution to that salary.

8.05 During the period when he is being paid compensation under this Article, a faculty member shall continue to receive benefits (including the University's contribution to the Pension Plan), except Group Total Disability Insurance Coverage.

## Article 9. Preference for Re-appointment

9.01 If, during the course of a financial exigency or within two (2) years from the time that the Board of Governors declares that the financial exigency is ended, a vacancy occurs in a Department:

a) The position shall be offered to an individual who is suitably qualified for that position and whose appointment was terminated or not renewed last in that Department under Article 4.05(c) above on the basis of inverse seniority, and who has kept the University informed of their current postal address.

b) If no suitably qualified individual is found following the procedures of paragraph (a) above, the position shall be offered to an individual who is suitably qualified for that position and whose appointment was terminated or not renewed last in any other Department under Article 3 above or Article 4.05(c) above on the basis of inverse seniority and who has notified the University that they wish to be considered for appointment in the Department concerned.

c) Only if no suitably qualified individual is found following the procedures of paragraphs (a) and (b) above may the vacancy be generally advertised, subject always to Article 2 above.

9.02 Suitability under Article 9.01 above shall be determined in accordance with the University's normal appointment procedures. The sole criterion shall be whether the qualifications and experience of the individual enable them satisfactorily to fill the position.

9.03 If there are two or more equally qualified individuals for a position under this section, the position shall be offered to the individual with greatest seniority in the University.

9.04 If appointments are terminated or not renewed in accordance with Article 3.01 or 4.05(c) and if new positions are established elsewhere in the University to assume part or all of the teaching functions of the administrative unit, Division, or Degree or Diploma program in question, the faculty members whose appointments have been terminated or not renewed shall be accorded preference for reappointment in the Department in which the positions have been established in accordance with paragraph 9.01(a).

9.05 For purposes of calculating years of service under Article 2.03 of Part 4: *Conditions of Appointment for Faculty*, a faculty member whose appointment with review has been terminated under Article 1 or 3 above and who is subsequently reappointed to a term appointment with review, may select one of the

following:

a) the appointment shall be deemed to have commenced on July 1 of the calendar year in which the reappointment takes effect; or

b) all years of continuous service at the University in an appointment with review prior to the termination or non-renewal of that appointment shall be taken into account.

9.06 Notwithstanding the provisions of Article 8 above, the number of months of compensation to which the faculty member is entitled shall not exceed the number of months from the termination or non-renewal of an appointment to the individual's reappointment. Upon the effective date of reappointment, eligibility for compensation ceases and any compensation already paid out which exceeds the individual's entitlement shall be repaid to the University.

9.07 During the course of a financial exigency and for a period of two (2) years from the time that the Board of Governors declares that the financial exigency is ended, an individual whose appointment has been terminated or not renewed under this Agreement shall be entitled to use the University Library on the same basis as faculty members.

9.08 Notwithstanding Article 9.01 and 9.07 above, no individual shall have any claims under this section after a period of four (4) years has elapsed from the date of notification of the termination or non-renewal of that individual's appointment.

9.09 An individual who rejects a position offered to them, which is comparable to the one they held at the time of termination or non-renewal, shall forfeit all claims under this section. On the other hand, an individual who accepts a position offered to them which is not comparable, shall not lose their rights under this section.

9.10 The University will make every reasonable effort to redeploy faculty members whose appointments are about to be terminated or not renewed under Article 3 or Article 4.05(c). Redeployment shall be carried out in accordance with any applicable procedures in Article 9.01–04 and 9.06 above.

## Article 10. Acquired Rights

10.01 Any rights acquired under the Agreement by an individual

whose appointment has been terminated or not renewed shall not be affected by the subsequent termination or amendment of this Agreement.

**Article 11. Concluding Provisions**

11.01 The reference to a matter in this Agreement shall not be taken as indicating that such a matter is, or was intended to be, included within the scope of Article 8.01, paragraphs (d) and (e) of Part 1: *Framework for Collective Bargaining* between the University and the Association, dated April 3, 1979, as amended, or as indicating that such a matter is included in, or excluded from, the term "university governance" as used in Article 10.02 thereof.

11.02 The provisions of Articles 16, 17, and 18, of Part 4: *Conditions of Appointment for Faculty* between the University and the Association dated May 1, 1980, as amended, shall apply to this Agreement, provided that (i) it is to be submitted for ratification only to faculty members of the bargaining unit of the Faculty Association, and (ii) that the number of copies of this Agreement to be given to the Faculty Association under Article 19 shall be only one hundred (100).

11.03 The Agreement may be terminated after five (5) years from the date of its entry into force by either Party by giving six (6) months' written notice to the other Party. This notice may be given during the fifth year of the Agreement to take effect at the end of that year, or thereafter to take effect at a date not less than six (6) months later.

**Signed effective this day the 9th day of March 1984**