

Dear Members,

On Friday, April 27 the bargaining teams for the Faculty Association and UBC reached an agreement for a new Collective Agreement for the period July 1, 2022 to June 30, 2025. This has been a long and difficult round of bargaining and concluded almost a year after the previous Agreement expired. We appreciate the members' patience.

In order for the Agreement to go into effect, it must be ratified by the members of the Faculty Association (and the Board of Governors). The Faculty Association's negotiating committee along with the Executive Committee believes that this agreement contains many positive outcomes for our membership. The Bargaining Team and the Executive Committee have therefore unanimously recommended that it be ratified by the membership.

### **General Approach to Salaries**

Despite the provincial government's bargaining mandate, we were still able to meet our bargaining objectives. Though the salary provisions are quite complex, the overall theme of the agreement on salary can be described as inflation protection for all members with higher salary increases for the lowest paid members.

1. The General Salary Increase in the first year has two components, a fixed dollar amount and a percentage increase. This was the employers' proposal and, as part of a complete salary package, we considered it acceptable. The effect of this approach is that the actual percentage increase members will receive in the first year will depend on their base salary. For example, a member with a base salary of \$150,000 at the end of the last agreement will have a (retroactive) percentage increase of 3.6% on July 1, 2022 while a member with a base salary of \$200,000 at the end of the last agreement will have a percentage increase of 3.5%. The General Salary Increases in the second and third years are straight percentages.
2. Most salaried members will receive additional salary increases, over the three years ranging from 0.6% to 3%, depending on the member's classification. These additional increases were designed to increase salaries of the lowest, and underpaid, classifications.
3. Sessional Lecturers per-credit salaries will increase in line with the General Salary Increase of salaried members. Sessional Lecturers currently earning the minimum salary per-credit will benefit from an additional 5% increase in the per-credit minima. Sessional Lecturers in Faculties with a 15 credit per term maximum (like Education) will further benefit from moving those Faculties into the 12 credit per term maximum group. These additional increases were designed to increase the salaries of the lowest paid Sessional Lecturers.

## Detailed Summary

### A. Salaries & Wages:

A general salary increase of over 3 years for all members:

**Year 1:** a fixed dollar increase (\$520 for full-time, full year members) plus a 3.24% increase

**Year 2:** A 6.75% increase

**Year 3:** A 2% increase in the third year. Plus an inflation-adjustment increase of **another 1%** for all members if the BC inflation rate remains above 2% in February 2024.

**In addition** to these general salary increases:

- a) A labour market adjustment for Assistant Professors, Associate Professors, Professors, and Librarians: 0.4% on October 1, 2022 and 0.2% on October 1, 2023.
- b) A low wage redress increase for Lecturers: 0.5% on October 1, 2022, and 0.5% on October 1, 2023.
- c) A classification adjustment increase for Assistant Professor of Teaching, Associate Professor of Teaching, or Professor of Teaching: 1% on October 1, 2022, 1% on October 1, 2023 and 1% on October 1, 2024.
- d) A 5% increase to the minimum salaries per credit for Sessional Lecturers
- e) A 5% increase to the minimum salaries for Lecturers

The overall 3 year increase will be between 13.5% and 14.5% for the median member, depending on inflation in February 2024.

### B. **Other Gains in Terms and Working Conditions:**

#### **Equity:**

We have made several gains here, both for equity-deserving colleagues and for our colleagues in precarious or under-paid positions:

- 1) New language recognizing Indigenous forms of scholarly activity
- 2) New ceremonial-leave provisions for Indigenous members
- 3) Significantly improved parental-leave provisions (10 more weeks of salary top-up)
- 4) Explicit Domestic/Sexual Violence Leave provisions
- 5) Expanded paid short-term leave provisions for non-continuing Sessional Lecturers
- 6) Service to equity-deserving communities acknowledged for Librarians
- 7) Significant improvements in workload & pay for the lowest-paid Sessional Lecturers (definitions of full-time in certain Faculties)
- 8) A separate merit-pool for Lecturers
- 9) Increased appointment-lengths for ongoing Lecturers
- 10) A new Joint Committee to develop language for other diverse forms of scholarly activity

#### **Workload:**

Here we have made some incremental and some dramatic improvements:

- 1) Explicit acknowledgement of needed time for research
- 2) Increased transparency on workload assignments within units
- 3) A significant improvement in workload for Lecturers with more than a 3/3/2 max. teaching load

## **Leaves & Benefits:**

Several meaningful improvements here beyond those captured above in "Equity":

- 1) New option of study leave at 100% of salary after 8 years
- 2) A doubling of the Health Spending Account (from \$200-\$400/year)
- 3) New option of study-leave-to-retirement transition at full salary
- 4) New protection of study-leave accrual for members moving from without review appointments to tenure-track faculty positions or to confirmation-track librarian appointments
- 5) Tuition-waiver can now be transferred to spouse/partner

## **Appointment/Re-appointment/Tenure/Promotion Processes (ARPT): Tenured & Tenure-Track Faculty:**

Several helpful improvements here:

- 1) Expanded criteria for extending the tenure-clock for members in special circumstances
- 2) New language on Indigenous scholarly activity
- 3) Fairer assessment of scholarly activity/educational leadership contributions over time
- 4) Clarifying grievance rights around optional reviews
- 5) Clearer language on graduate supervision criterion for promotion
- 6) More consistent language on referee letters for Associate/Full Professors of Teaching
- 7) Acting Assistant Professor role standardized & improved
- 8) Voting rights in departmental committees for ARPT clarified

## **When you need your Union:**

- 1) Shortened time-lines for managing grievances
- 2) An agreement to investigate alternative dispute resolution options for grievances

## **Implementation:**

NOTE: These provisions have varying effective/implementation dates. Generally:

- 1) wage increases are effective July 1 of the relevant year unless otherwise specified (and will be retroactive in some cases);
- 2) new provisions (rights and procedures) are effective on the date of ratification UNLESS
  - a. they involve a process that may already be underway (already approved leaves; promotion procedures); OR
  - b. There are administrative structures that need to be put in place (new benefits) OR
  - c. The University has requested a gradual implementation process (new definitions of full-time for Sessional Lecturers in certain Faculties, for instance).

On behalf of the bargaining team and the Executive Committee, we hope you will find these changes as exciting as we do and will vote to accept the new Collective Agreement. We would also like to thank the negotiating team for their dedicated time and effort.

Thank you for your support. We hope to see you at one of the meetings.

Best,

Dory Nason  
President

Elizabeth Hodgson  
Chair, Bargaining Preparation Committee

**UBCFA Ratification Package  
Agreed items for the 2022-2025 Collective Agreement  
E&OE**

**Part 1: Framework for Collective Bargaining**

1. Amend Article 13.02 (Principles Governing the Assignment of Workload) & 13.03 (Unit Workload)
2. Amend Article 20.03 (Formal Grievance)
3. Amend Article 25. (Duration of the Agreement)
4. Renew Letter of Understanding #2 (Retirement Options) and add new article (Option 4: Study-Leave Transition to Retirement)
5. New Letter of Understanding 3 - Alternative Dispute Resolution Mechanisms

**Part 2: Salaries and Economic Benefits**

6. Amend Article 1.01 (Interpretation)
7. Amend Article 2.01 (General Salary Increase)
8. Amend Article 2.02 (Career Progress Increments)
9. Amend Article 2.04 (Merit Awards) - (pool for Lecturers effective July 1, 2024)
10. Amend Article 2.05 (Performance Salary Adjustment (PSA))
11. Amend Article 3. (Minimum Salaries for Librarians)
12. Amend Article 4. (Salaries and Minimum Salary Scale for Sessional Lecturers)
13. Amend Article 5. (Minimum Salary for Lecturers)
14. Add New Article 7.04 (Health Spending Account -“HSA”)
15. Amend Article 7.09 (Tuition Fee Waivers) - (effective September 1, 2023)
16. Memorandum of Agreement re: Point Grey Commerce Faculty Association Subsidiary Agreement (Sauder School of Business)
17. Renew Letter of Understanding – Vantage (Merit & PSA)
18. New – Letter of Understanding - Wage Grid and Labour Market Salary Adjustment
19. New – Letter of Understanding - Cost of Living Adjustment (COLAs)
20. New Letter of Understanding Re: Public Sector Wage Increases

**Part 3: Leaves**

21. Amend Article 1.04 (Leave During Pre-Tenure Period)
22. Amend Articles 2.01 & 2.02 (Study Leave) - (study leaves at 100% effective July 1, 2024)
23. Amend Article 7. (Maternity, Parental, and Adoption Leave) - (effective for new applications as of August 1, 2023)
24. New Article: Domestic or Sexual Violence Leaves
25. New Article – Indigenous Leave for Ceremonial, Cultural or Spiritual Events - (effective August 1, 2023)

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

26. Amend Article 1.01 (Interpretation – Indigenous Scholarly Activity) - (effective July 1, 2024)
27. Amend Article 2.02 (Renewable Term Appointments - Lecturers) - (for appointment letters as of October 1, 2023)

28. Add New Article 2.03 (Pre-Tenure Appointments & Reappointments)
29. Amend Article 3.05 (Professor of Teaching) - (effective July 1, 2024)
30. Add New Article 3.07 (Acting Assistant Professor of Teaching)
31. Amend Article 3.08 (Associate Professor) - (effective July 1, 2024)
32. Amend Article 3.09 (Professor) - (effective July 1, 2024)
33. Amend Article 4.03 (Indigenous Research) - (effective July 1, 2024)
34. Amend Article 5.04 (Departmental Consultation: Committees)
35. Amend Article 5.05 (Departmental Consultation: Letters of Reference)
36. Amend Articles 5.07, 5.11 & 9 – (Reviews for Promotion)
37. Renew Letters of Understanding – Vantage (Search Committees)
38. Renew Letters of Understanding – Vantage (Departmental Standing Committee)
39. New Letter of Understanding – (Joint Consultation Committee - Diverse Scholarship)

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

40. Amend Article 3.05 (Assigned Responsibilities)
41. Amend Articles 3.06 (Contributions to Scholarship) - (effective July 1, 2024)
42. Amend Article 3.07 (Service Contributions)

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

43. Amend Article 16. (Vacation & Benefits)

#### **Housekeeping**

44. Various “housekeeping” changes were made to reflect minor and/or non-substantive changes to the Collective Agreement language.

## Part 1: Framework for Collective Bargaining

### Article 13. Notification of Workload

#### 13.02 Principles Governing the Assignment of Workload

The University is committed to:

- a) through e) unchanged.
- 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).

#### 13.03 Unit Workload

- a) through d) unchanged
- e) When the Head assigns teaching, they will consider the amount of work in the particular courses assigned based on factors such as class size, course and assessment design, 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 20.03 Formal Grievance

#### 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 ~~30~~ 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.

#### **Article 25. Duration of this Agreement**

25.01 The Collective Agreement shall be in force from July 1, ~~2019~~ 2022 until June 30, ~~2022~~ 2025 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.

#### **Renew Letter of Understanding #2 – Retirement Options & add New Article**

2.09 Option 4: Study-Leave Transition to Retirement (new)

- a) A member who has been granted a study leave may, at any time prior to the date at which the leave was to commence, elect to replace the study leave with a Reduced-Scope Appointment that will commence on the date at which the study leave was to commence.
- b) The reduced-scope appointment provides for a full-time one-year appointment with a reduced scope of duties where the member elects a reduction in their contribution in one area of 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.
- d) Notice by a member to enter into this option constitutes irrevocable notice to retire at the end of their study-leave transition to retirement.

#### **New Letter of Understanding 3 - 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 in September 2023 and will issue a report to the University and the Faculty Association with recommendations by no later than December 2024.

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**

### **Article 1. Interpretation**

Adjust all dates in this article.

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

#### **2.01 General Salary Increase**

~~A General Salary Increase of 2% of the~~

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

a) Effective July 1, 2022, a General Salary Increase of the 2021/2022 salaries of continuing members of the bargaining unit, first, in the amount of a maximum flat rate of \$520 (or a reduced flat rate based on percentage of full-time appointment) added to base annual salary, and second, a 3.24% increase;

b) Effective July 1, 2023, a General Salary Increase of the 2022/2023 salaries of continuing members of the bargaining unit in the amount of 6.75% (Note: Year 2 GSI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase)

c) Effective July 1, 2024, a General Salary Increase of the 2023/2024 salaries of continuing members of the bargaining unit in the amount of the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLAs Letter of Understanding.

\* The General Salary Increases shall also be applied to the minimum salary scale for Librarians in Part 2, Article 3, and the minimum salaries for Lecturers in Part 2, Article 5..

#### **2.02 Career Progress Increments**

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;

Paragraphs (a) thru (c) unchanged



- (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 according to existing practice to a maximum of one carry forward unit per year until the CPCFs are exhausted (no withholding of CPCF).

## 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<sup>1</sup>.
- a**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.
- a**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

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<sup>1</sup> Lecturer's pool will be created for the next round of merit/PSA assessments – for July 1, 2024.

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 Deputy Vice Chancellor~~ at the Okanagan campus as appropriate before making a recommendation.

\*Remainder of the unchanged except for renumbering

**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. Recommendations for PSA awards are made having regard to overall performance. Normally, PSA would not be awarded to members in their first three years of employment as a Faculty Member at UBC. It is inappropriate to recommend PSA to compensate for salary differentials that result from the differential award of career progress increments or merit awards.

Factors that should be taken into account include:

- i) performance over a period of time which is worthy of recognition;
- ii) the relationship of a member's salary to that of other members taking into consideration total years of service at UBC; and
- iii) market considerations.

Heads shall take advice on individual's performance from a reasonable number of colleagues 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 Deputy Vice Chancellor~~ at the Okanagan campus as appropriate before making a recommendation.

\*Remainder of the article unchanged

**Article 3. Minimum Salaries for Librarians\***

| Years of experience | Effective as of July 1, 2021 | Effective as of July 1, 2022 |
|---------------------|------------------------------|------------------------------|
| 0                   | \$68,016                     | \$76,356                     |
| 1                   | \$70,730                     | \$76,356                     |
| 2                   | \$73,440                     | \$76,356                     |
| 3                   | \$75,475                     | \$78,456                     |
| 4                   | \$77,509                     | \$80,557                     |
| 5                   | \$79,544                     | \$82,658                     |
| 6                   | \$81,576                     | \$84,756                     |
| 7                   | \$83,610                     | \$86,856                     |
| 8                   | \$85,645                     | \$88,957                     |

|    |          |           |
|----|----------|-----------|
| 9  | \$87,001 | \$90,357  |
| 10 | \$88,358 | \$92,235  |
| 11 | \$89,713 | \$93,197  |
| 12 | \$91,069 | \$94,556  |
| 13 | \$92,424 | \$95,955  |
| 14 | \$93,781 | \$97,356  |
| 15 | \$94,461 | \$98,058  |
| 16 | \$95,137 | \$99,457  |
| 17 | \$95,816 | \$100,155 |
| 18 | \$96,492 | \$100,858 |
| 19 | \$97,173 | \$100,858 |
| 20 | \$97,850 | \$101,557 |

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

#### **Article 4. Salaries and Minimum Salary Scale for Sessional Lecturers**

##### **Salaries and Minimum-Salary Scale for Sessional Lecturers, Per Credit<sup>2</sup>**

a. Effective July 1, 2022, first, a General Salary Increase of the 2021/2022 salaries of Sessional Lecturers in the amount of a pro-rated flat rate per credit based on percentage of full-time added to current per-credit salary (to a maximum of \$520), and second, a 3.24% increase;

Value of the pro-rated flat rate \$520 increase applied per credit as follows: Credits per term for full-time

| Credits per term for full-time |          |           |           |
|--------------------------------|----------|-----------|-----------|
| <u>6</u>                       | <u>9</u> | <u>12</u> | <u>15</u> |
| \$28.89                        | \$19.26  | \$14.44   | \$11.56   |

b. Effective July 1, 2023, a General Salary Increase of the 2022/2023 salaries of continuing members of the bargaining unit in the amount of 6.75% (Note: Year 2 GSI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase)

c. Effective July 1, 2024, a General Salary Increase of the 2023/2024 salaries of Sessional Lecturers in the amount of the annualized average of BC CPI over twelve months starting March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLAs Letter of Understanding.

##### **4.02 Minimum Salary Scale for Sessional Lecturers, Per Credit<sup>3</sup>**

Effective July 1, 2019 2022

<sup>2</sup>-For the minimum salary scales for Sessional Lecturers and the full-time loads for each Faculty, see also [www.hr.ubc.ca/faculty\\_relations/compensation/](http://www.hr.ubc.ca/faculty_relations/compensation/).

<sup>3</sup> For the minimum salary scales for Sessional Lecturers and the full-time loads for each Faculty, see also [www.hr.ubc.ca/faculty\\_relations/compensation/](http://www.hr.ubc.ca/faculty_relations/compensation/).

| Credits per term for full-time |            |            |            |            |
|--------------------------------|------------|------------|------------|------------|
| 6                              | 9          | 12         | 15         | Education  |
| \$3,982.71                     | \$2,654.08 | \$1,990.83 | \$1,593.93 | \$2,144.78 |
| \$4,141.58                     | \$2,759.96 | 2,070.24   | \$1,657.51 | \$2,489.11 |

Effective July 1, 2023

Effective July 1, 2023 the credits for full time for all Sessional Lectures shall be nine (9) credits per term with the exception of Sessional Lecturers in the Faculties of Education, Applied Science, Land & Food Systems, Forestry, Management, and Commerce and Business Administration where the credits for full time shall be twelve (12) credits

| Credits per term for full-time |             |             |            |            |
|--------------------------------|-------------|-------------|------------|------------|
| 6                              | 9           | 12          | 15         | Education  |
| \$3,982.71                     | \$2,654.08  | \$1,990.83  | \$1,593.93 | \$2,399.43 |
|                                | \$2,759.96* | \$2,489.11* |            |            |

\*Negotiated GSI will be added on top of these amounts.

Increase the Minimum Salary Scale in the amount of 6.75% (Note: Year 2 GSI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase)

Effective July 1, 2024 Increase the Minimum Salary Scale in the amount of the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLAs Letter of Understanding.

**Article 5. Minimum Salaries for Lecturers**

Effective July 1, ~~2019~~ 2022 the minimum salary for full-time Lecturers shall be ~~\$64,872~~ \$70,216

**Article 7. Economic Benefits**

**7.04 Health Spending Account (HSA)**

Effective January 1, ~~2021-2024~~, and on each subsequent January 1, the University shall contribute ~~two~~ four hundred dollars (~~\$200~~ \$400) for each member into a 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.

**7.09 Tuition Fee Waivers**

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

Members are entitled to up to 12 credits per year of undergraduate or graduate coursework. Effective September 1, 2023 or the 1<sup>st</sup> of the month three months following ratification, whichever is the later date, 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 ~~passes away~~ dies while their dependent child is enrolled at UBC, this child will continue to be eligible up to the maximum credits.

#### **Point Grey Commerce Faculty Association - Subsidiary Agreement**

Pursuant to Article 9 of the Agreement on the Framework for Collective Bargaining between the University and the Faculty Association of the University of British Columbia ("the Faculty Association"), the University and the Faculty Members of the Faculty of Commerce and Business Administration (Sauder School of Business) enter into a subsidiary agreement effective July 1, 2022 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 15<sup>th</sup> day of November, 2022

For the University of British Columbia: Mark Trowell

For the UBC Point Grey Commerce Faculty Association: James Brander

#### **Renew - Letter of Understanding – Vantage (Merit & PSA)**

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

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

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

**Renew Letter of Understanding - Music Instruction – update salary rates\*\***

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

1. The principal duties of a Sessional Lecturer assigned private music lessons or studio classes (or equivalent) shall be set out in writing. Pay shall be calculated on an hourly basis.
2. Effective July 1, 2019 the minimum hourly rate shall be \$85/hour for individual instruction and \$92/hour for a studio class or equivalent. Effective July 1, 2020 the minimum hourly rate shall be \$88/hour for individual instruction and \$95.50/hour for a studio class or equivalent. Effective July 1, 2021 the minimum hourly rates shall be \$89.76/hour for individual instruction and \$97.41/hour for a studio class or equivalent.
3. For the purpose of defining percentage of full-time and length of service, one hundred and twenty (120) hours of private music instruction shall continue to equal one 3-credit section and one hundred (100) hours of studio class instruction or equivalent shall continue to equal one 3-credit section

**New – Letter of Understanding - Re: Wage Grid and Labour Market Salary Adjustment**

Sessional Lecturer minimum per-credit salary scales in Part 2, Article 4 and Lecturers' minimum annual salary shall be increased by an additional 5% effective January 1, 2023.

Members holding an appointment at the rank of Lecturer will receive a Labour Market Salary adjustment of:

- a. 0.5% of their September 30, 2022 salary effective on October 1, 2022; and
- b. 0.5% of their September 30, 2023 salary effective on October 1, 2023.

Members holding a tenure/tenure track appointment at the rank of Acting Assistant Professor, Assistant Professor, Associate Professor, Professor, or holding an appointment as Librarian (confirmation-track, confirmed, or term) will receive a Labour Market Salary Adjustment of:

- a. 0.4% of their September 30, 2022 salary, effective October 1, 2022; and
- b. 0.2% of their September 30, 2023 salary, effective October 1, 2023.

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 September 30, 2022 salary effective on October 1, 2022;
- b. 1% of their September 30, 2023 salary effective on October 1, 2023; and
- c. 1% of the September 30, 2024 salary effective October 1, 2024.

This Letter of Understanding will expire on June 30, 2025.

#### **New – Letter of Understanding Re: Cost of Living Adjustment (COLAs)**

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2024, the "annualized average of BC CPI over twelve months" in Appendix 3 of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

#### **New Letter of Understanding Re: Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the Public Sector Employers Act, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Understanding is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement;
  - b) or any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat
5. This Letter of Agreement will be effective during the term of this agreement.

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

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

- 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 years immediately preceding the leave multiplied by the percentage of study leave salary applicable.

**Article 2.02 Study leave may be granted for the following terms:**

~~a. 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, and with 80% of salary otherwise; or~~

~~b. For eight months, either from January 1 to August 31 or from May 1 to December 31, with 75% of salary for the period of the study leave; or~~

~~c. 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, and with 90% of salary otherwise.~~

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) For eight months, either from January 1 to August 31 or from May 1 to December 31, with 75% of salary for the period of the study leave; or~~

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.

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

**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 for up to 35 weeks, UBC will top up the salary through the SEB plan, as follows:

- a) For to a maximum of 10-20 weeks of standard parental leave as defined by Service Canada to 95% of preparental leave salary. In addition to these 10-20 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 Birth mothers are eligible for both maternity and parental leave; for example, if a birth mother combines 15 weeks of maternity leave and 10 weeks of parental leave, she is eligible for 25 weeks of SEB benefits in addition to the 95% top-up for the waiting period.~~

remainder of the article unchanged

#### **New Article: Domestic or Sexual Violence Leaves**

Leave for Domestic or Sexual Violence

XX.1 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.

#### **New Article – Indigenous Leave for Ceremonial, Cultural or Spiritual Events**

Effective August 1, 2023 or the 1<sup>st</sup> of the month 6 weeks after ratification, whichever is the later date.

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, Hoobiye, 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.

## Part 4: Conditions of Appointment for Faculty

### Article 1. Interpretation

“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.

### 2.02 Renewable Term Appointments - Lecturers<sup>4</sup>

a) A Lecturer is a faculty member holding a renewable term appointment, with responsibilities limited to teaching and related duties which may include administrative responsibilities and service as defined by Article 4.05 in Part 4, *Conditions of Appointment for Faculty*.

b) Lecturer appointments are expected to be renewed for successive terms of ~~one, two, three, four or five years~~ full year increments from one year up to a maximum of eight years each upon demonstration of excellence in teaching as defined in Article 4.02 in Part 4: Conditions of Appointment for Faculty. The teaching performance of a Lecturer shall be evaluated using procedures consistent with the evaluation of faculty members teaching in the unit in question.

c) When a Lecturer has held appointments in six 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.

ed) The first year of a Lecturer's initial appointment shall be probationary.

de) 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.

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

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<sup>4</sup> Article c) applies to appointment letters issued after July 1, 2023.

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

gh) The assignment of workload to Lecturers shall be consistent with the unit's general approach to workload as required by Part 1, Article 13. Within that assignment, Lecturers shall not be assigned teaching responsibilities that exceed the teaching assignment at that time in the unit for full-time sessional lecturers. Lecturers shall be given appropriate course release for assigned administrative or service duties.

hi) 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.

ij) Lecturer appointments may not be renewed or may be revoked during the term for reasons such as lack of funding, falling enrolment, or other operational reasons.

### **Article 2.03 (Pre-Tenure Appointments and Reappointments)**

a) 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. The pre-tenure period begins 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. at the start of an appointment as Acting Assistant Professor.

### **Article 3. Titles and Ranks**

#### **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, ~~sustained~~ and a growing body of an-innovative contributions to curriculum development, course design and other initiatives that advance the University's ability to excel in its teaching and learning mandate.

#### **New Article 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 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, ~~on sustained~~ and a growing body of productive scholarly activity, ~~on ability to direct graduate students,~~ 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.

### **3.09 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 ~~sustained~~ a growing body of and productive scholarly activity, have attained distinction in their discipline, and have participated significantly in academic and professional affairs.

### **Article 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, 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 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.

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

#### Part 4, Article 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. ~~For the duration of this Collective Agreement, Articles 5.04(b)(ii) and 5.04(b)(iii) do not apply as per Letter of Understanding 1 on pages 86 and 87.~~
  - 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.

#### 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, 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 scholarly work is a reason.

~~For purposes of clarification, in the case of promotion to Associate Professor of Teaching, letters of appraisal do not need to be from external referees~~

- 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:
  - ii initial appointment at or promotion to, the rank of Associate Professor of Teaching or Professor of Teaching: or
  - iii tenure: or
  - liii 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.

#### **Part 4, Articles 5.07, 5.11 & 9 – Reviews for Promotion**

##### **Article 5.07 Head and the Department Recommendations**

- c) The Head may decide to stop the process of an optional review. In such cases, the Head 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 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.

##### **Article 5.11 Dean: Recommendation to the President**

- c) The Dean may decide to stop the process of an optional review. In such cases, 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.

#### **9.01 Optional Reviews for Promotion and Tenure for Pre-tenured Faculty**

- a) An optional review for promotion may be conducted in any year with the consent of the Head and the candidate, and may be stopped by the Head, Dean or Candidate at any time, except that only the Candidate may stop an optional review in the year after reappointment. If an optional review is conducted. A decision to stop the process by the Head or Dean 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.
- b) Assistant Professors and Assistant Professors of Teaching may be reviewed early for promotion. A positive decision for promotion in an optional review shall result in a tenured appointment being granted.
- c) A negative decision following an optional review for promotion shall not result in a terminal year.
- d) An optional review for tenure for Associate Professors, Professors, Associate Professors of Teaching, or Professors of Teaching may be conducted in any year with the consent of the Head and the candidate, and may be stopped by the Head, Dean or Candidate at any time. In such cases, the Head or 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. A decision to stop the process by the Head or Dean is not subject to appeal as set out in Article 13, but is subject to the grievance procedure pursuant to Part 1, Article 13. If a negative decision is

made on the awarding of tenure, the faculty member shall be entitled to a terminal year pursuant to Article 2.03(i).

## **9.02 Tenured Faculty**

- a) A review for promotion may be conducted in any year upon request by the candidate. If a promotion is denied, another optional review will not be conducted for three years.
- b) At any time, the Head may make a recommendation for a promotion review and if the candidate agrees a review shall take place.
- c) If an optional review is stopped by either the Head or the Dean, only the Candidate may stop the next optional review. If an optional review is stopped, the Head or 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. A decision to stop the process by the Head or Dean is not subject to appeal as set out in Article 13, but is subject to the grievance procedure pursuant to Part 1, Article 13. The Candidate may stop the review at any time.
- d) If an optional review is conducted past the point of obtaining referee letters, a review will not be conducted in the following year.

### **Renewed - Letter of Understanding Vantage – Search Committees**

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

### **Renewed - Letter of Understanding Vantage – Departmental Standing Committees**

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

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

### **New - Letter of Understanding – Diverse Scholarship**

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



The mandate of the Committee will be to provide recommendations to the parties for language changes to the collective agreement to provide guidance for assessing diverse forms of scholarly activity, 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 September 1, 2023 and will report to the University and the Faculty Association with detailed recommendations by no later than December 1, 2024.

The scope of work for the Committee will include:

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

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

### **Article 3. Criteria for Appointments**

#### **3.05 Assigned Responsibilities**

Assigned professional responsibilities are set out in the Librarian's position description and also include responsibilities assigned by the Head throughout the year in consultation with the Librarian. Assigned responsibilities include but are not limited to activities related to the development of professional knowledge, collection development including access and preservation, records management, curating special collections and archival material, administration and supervision, 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; editorial reviews and adjudication work; developing subject expertise; contributions to conferences, programs, symposia, workshops and other educational events related to the profession; scholarly work with Indigenous peoples or partner organizations, and research projects.

#### **3.07 Service Contributions**

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

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

16.02 Sessional Lecturers holding less than a 50% appointment will receive the following benefits:

a) Employee and Family Assistance Plan; and  
b) ~~Sick Leave: incidental sick leave up to a maximum of 5 days per four month term. Casual absences in which the class/es are covered by another Faculty Member or where a class can be rescheduled will not be considered sick leave.~~ 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.

*Remainder of article remains unchanged.*